

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, December 9, 2014
3:00 P.M.**

COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman
At-Large

Jane Sauls
District 2

John Dailey
District 3

Bryan Desloge
District 4



Bill Proctor, Vice Chair
District 1

Kristin Dozier
District 5

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, December 9, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Introduction and Welcome of Raymond Miller, the New Director of the Veterans Affairs Cemetery (Ben Bradwell, Veteran Services Director)
 - Lafayette Street Update Presentation (Wayne Tedder, Director, PLACE)
1. Acceptance of the Domi FY 2014 Annual Report (County Administrator/Office of Economic Vitality/Economic Development)

CONSENT

2. Approval of Minutes: October 28, 2014 Workshop and October 28, 2014 Regular Meeting (Clerk of the Court/Finance)
3. Approval to Execute Memorandum of Understanding with the City of Tallahassee Regarding Application for Federal Promise Zone Designation (County Administrator/County Administration)
4. Ratification of Commissioners' Appointments to the Human Services Grant Review Advisory Committee and Library Advisory Board (County Administrator/County Administration/Agenda Coordinator)
5. Approval of the Second Amendment to Section 125 of the Cafeteria Plan and Approval of the Increased Annual Dollar Limit on Employee Contributions to Employer Sponsored Flexible Spending Accounts (County Administrator/County Administration/Human Resources)
6. Approval of Agreements to Modify the County's Deferred Compensation 457(b) Plan to Include a ROTH Option (County Administrator/County Administration/Human Resources)
7. Approval of Payment of Bills and Vouchers Submitted for December 9, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of December 10, 2014 through January 26, 2015 (County Administrator/Financial Stewardship/Office of Management & Budget)
8. Acceptance of the FY 2013/14 Annual Performance and Financial Report (County Administrator/Financial Stewardship/Office of Management & Budget)

9. Approval of Letter of Agreement Authorizing Big Bend Crime Stoppers, Inc. as the County Agent for Crime Stopping Services
(County Administrator/Financial Stewardship/Office of Management & Budget)
10. Acceptance of the Economic Development Council's FY 2014 Annual Report and Approval of the FY2015 Agreement in the Amount of \$199,500
(County Administrator/Office of Economic Vitality/Economic Development)
11. Acceptance of a Conservation Easement from Dennis G. Adams and a Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision
(County Administrator/Development Support & Environmental Management/Environmental Services)
12. Acceptance of a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway Project
(County Administrator/Development Support & Environmental Management/Environmental Services)
13. Approval of a Release, Quitclaim and Termination of a Conservation Easement from Angela Hurley, Mr. & Mrs. Yoakam, and Mr. & Mrs. Baker
(County Administrator/Development Support & Environmental Management/Environmental Services)
14. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan for Tuesday, January 27 and February 10, 2015 at 6:00 p.m.
(County Administrator/Development Support & Environmental Management/Development Services)
15. Adoption of Revision to the Leon County Board of County Commissioners Conduit Financing Policy and Approval of the Leon County Housing Finance Authority's Revised Multi-Family Bond Issuance Policy
(County Administrator/Human Services & Community Partnerships/Housing Services)
16. Approval of an Agreement Between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program
(County Administrator/Human Services & Community Partnerships/Veterans Services)
17. Initiation of a Comprehensive Plan Amendment Affecting the Miers and Rockaway Properties Located on East Mahan Drive
(County Administrator/PLACE/Planning)
18. Approval of Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation.
(County Administrator/Public Works/Engineering)
19. Approval of Agreement with the Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail
(County Administrator/Public Works/Parks & Recreation)
20. Adoption of Proposed Resolution Conferring Authority Upon County Engineer to Make Binding Commitments for County on Details of Proposed Construction in Eminent Domain Proceedings
(County Attorney)

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

None.

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

21. Ratification of Board Actions Taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities
(County Administrator/County Administration)
22. Consideration of Red Hills International Horse Trials' Funding Request in an Amount Not to Exceed \$129,000
(County Administrator/Office of Economic Vitality/Tourism Development)
23. Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax
(County Administrator/Economic Vitality/Tourism Development)
24. Acceptance of the FY 13-14 Primary Healthcare Program Annual Report
(County Administrator/Human Services & Community Partnerships/Primary Healthcare)
25. Consideration of the Voluntary Annexation Proposal from Elliot J. Jenkins to Annex Property Located Along the North Side of I-10, West of Sharer Road
(County Administrator/Development Support & Environmental Management/Development Services)
26. Acceptance of Status Report on the Evaluation of Commercial Land Uses within the Rural Future Land Use Map Category and Consideration of Two Proposed Cycle 2015-1 Comprehensive Text Amendments Amending the Rural and Urban Fringe Future Land Use Categories
(County Administrator/PLACE/Planning)
27. Approval of Agreement Awarding Bid to C. W. Roberts in the Amount of \$2,789,682 for Construction of the Fred George Greenway and Park
(County Administrator/Public Works/Parks & Recreation)
28. Consideration of Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

29. Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Section 10-6.612 of the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District
(County Administrator/ Development Support & Environmental Management/Development Services)
30. First and Only Public Hearing to Adopt a Proposed Ordinance Amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code Related to Lake Protection
(County Administrator/PLACE/Planning)
31. First and Only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Construction of Phase 1 B of the Bannerman Road Widening Project
(County Attorney)
32. First and Only Public Hearing to Adopt a Proposed Resolution Use the Uniform Method of Collecting Non-Ad Valorem Assessments for Fire Rescue Services
(County Attorney)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Florida Development Finance Corporation Annual Reporting Requirements
- Capital Region Community Development District Record of Proceedings – October 9, 2014

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, January 27, 2015 at 3:00 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

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NOVEMBER

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PUBLIC NOTICE
2014/15 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>
December 2014	Monday 8	9:00 a.m. – 4:00 p.m.	Board Retreat
	<u>Tuesday 9</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	Second and Final Public Hearing on Proposed Revisions to the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District
			<u>First and Only Public Hearing on a Proposed Ordinance Amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code</u>
			<u>First and Only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Construction of Phase 1 B of the Bannerman Road Widening Project</u>
			<u>First and Only Public Hearing on Intent to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for Fire Rescue Services</u>
	Thursday 11	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 23	No Meeting	BOARD RECESS
	Thursday 25	Offices Closed	CHRISTMAS DAY
	Friday 26	Offices Closed	FRIDAY AFTER CHRISTMAS DAY

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2015	Thursday 1	Offices Closed	NEW YEAR'S DAY
	Friday 2	Offices Closed	FRIDAY AFTER NEW YEAR'S DAY
	Monday 12	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<i>Wednesday 14 – Friday 16</i>	<i>FAC New and Advanced Commissioner Workshops</i>	<i>Seminar 2 of 3 Gainesville; Alachua County</i>
	Monday 19	Offices Closed	MARTIN LUTHER KING, JR. DAY
	<u>Tuesday 27</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>First of Two Public Hearings on Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan</u>
	Thursday 29	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
February 2015			
	<u>Tuesday 10</u>	1:00 – 3:00 p.m.	Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle
		3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>Second and Final Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan</u>
	Tuesday 17	1:00 – 3:00 p.m.	Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle
		3:00 p.m.	Regular Meeting
	<i>Saturday 21 – Wednesday 25</i>	<i>NACO Legislative Conference</i>	<i>Washington, D.C.</i>
	Tuesday 24	No Meeting	NO MEETING
	Thursday 26	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
March 2015			
	Monday 9	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
	Tuesday 10	3:00 p.m.	Regular Meeting
	Tuesday 24	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 24	No Meeting	NO MEETING
	<i>Wednesday 25– Friday 27</i>	<i>FAC County Commissioner Certification Workshops</i>	<i>FSU Turnbull Conference Center Tallahassee</i>
	<i>Thursday 26</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
April 2015	Tuesday 14	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments
	Monday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 21	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	<i>Thursday 23 – Friday 24</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 28	3:00 p.m.	Regular Meeting
May 2015	Tuesday 12	3:00 p.m.	Regular Meeting
	Monday 18	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Monday 25	Offices Closed	MEMORIAL DAY
	Tuesday 26	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2005-1 Comprehensive Plan Amendments
	Thursday 28	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
June 2015	Tuesday 9	3:00 p.m.	Regular Meeting
	<i>Tuesday 16- Friday 19</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>St. Johns County</i>
	Tuesday 23	3:00 p.m.	Regular Meeting
	Thursday 25	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Monday 29	1:00 p.m.	CRTPA Meeting; <i>City Commission Chambers</i>
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
July 2015	Friday 3	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 7	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop
		3:00 p.m.	Regular Meeting
	Thursday 9	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	<i>Friday 10- Monday 13</i>	<i>NACo Annual Conference</i>	<i>Mecklenburg County/Charlotte, North Carolina</i>
	Tuesday 21	No Meeting	BOARD RECESS
	<i>Wednesday 29</i>	<i>National Urban League Annual Conference</i>	<i>Fort Lauderdale Broward County</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2015	<i>Friday 14 – Sunday 16</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Sandestin</i>
	Tuesday 11	No Meeting	BOARD RECESS
	Tuesday 25	No Meeting	BOARD RECESS
	Monday 31	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		5:00 – 8:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
September 2015	Monday 7	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 15	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016*
	Monday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 23 – Friday 25</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>St. Petersburg Pinellas County</i>
	Thursday 24	4:00 p.m.	Community Redevelopment Agency City Commission Chambers
	<i>TBD</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 27 – Wednesday 30</i>	<i>ICMA Annual Conference</i>	<i>Seattle/King County Washington</i>
	Tuesday 29	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016*
October 2015	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 19	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; <i>Location TBD</i>
	Tuesday 27	3:00 p.m.	Regular Meeting
	Thursday 29	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2015	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	<i>Wednesday 18- Friday 20</i>	<i>FAC Legislative Conference and Commissioner Workshops</i>	<i>Nassau County</i>
	Thursday 19	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2015			
	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	No Meeting	BOARD RECESS
	Friday 25	Offices Closed	CHRISTMAS DAY
January 2016			
	Friday 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

Council on Culture & Arts

Board of County Commissioners (2 appointments – At-Large and Practicing Artist)

EXPIRATIONS

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

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Acceptance of Domi's FY 2014 Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator, Ken Morris, Assistant County Administrator Cristina Paredes, Economic Vitality Director
Lead Staff/ Project Team:	Joshua Pascua, Management Analyst

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept Domi's FY 2014 Annual Report (Attachment #1).

Report and Discussion

Background:

The Board has long maintained a strong focus on supporting entrepreneurship as a means of spurring job growth in Leon County. On October 29, 2013, Leon County entered into a public-private partnership with Domi Education Inc. (Domi) to operate an urban business incubator program in a County-owned warehouse that formerly housed election equipment. The County's provision of the physical incubator facility, combined with Domi's development services, access to funding, and the facilitation of community collaboration and culture, contributes to a holistic startup ecosystem in our community. It is important to note that through this partnership, the Board has been able to support entrepreneurship and job creation without dedicating public tax dollars towards the operation of the Domi incubator facility, also known as Domi Station.

Analysis:

Leon County and Domi regularly work in tandem to support the entrepreneur community and cultivate an environment for job creation. Domi's mission is to create an environment where high-growth entrepreneurs can develop and become sustainable companies by providing education, mentoring, and a network of resources, capital, a collaborative working environment (Domi Station), and business services aimed at cultivating successful businesses. Per its agreement with the County, Domi has submitted its annual report that details the activities of the previous fiscal year (Attachment #1). Additionally, the agreement requires Domi to submit an annual report by November 1 of each year. The annual report is to include, at minimum:

- Capital invested into Domi Station businesses (Attachment #1, page 2)
- Profile of all Domi Station members (Attachment #1, pages 2 and 7)
- Summary and price structure of Domi Station membership levels (Attachment #1, page 2)
- Summary of events hosted or participated in (Attachment #1, pages 4 and 13)
- Prospective events planned for next year (Attachment #1, pages 4 and 16)
- Recognition of community partners supporting Domi Station and its businesses (Attachment #1, page 6)

On May 22, 2014, Domi Station held its Grand Opening. In the five months Domi Station was operational in FY 2014, Domi has made significant achievements with its co-working and incubator programs growing to more than 60 members. These entrepreneurs work on a variety of businesses dealing with hurricane modeling, technology education, wearable technology, and electric bicycles. Fourteen members represent six incubator companies, 39 members are coworkers, and 13 members are Florida State University affiliates. A full list of the members associated with Domi at the end of FY 2014 can be found on page 7 of the attached report.

Members in the coworking program rent shared workspace that includes business service resources, mentors, special event access, and meeting rooms. Incubator members apply for admission to Domi Station through a competitive process. Once admitted, they engage in an intensive four-month long process that is hands-on and mentorship driven. Incubator companies have access to all of the same resources as coworking companies, but are additionally assigned a lead mentor that regularly 'checks-in' and helps them drive forward. Additionally, they gain access to a business curriculum based on the Lean Startup methodology, and they often work through focus groups, client/sales outreach, and build an investor pitch plan.

Much of Domi's success can be attributed to its ability to build partnerships and attract sponsors throughout the community. In addition to Leon County Government, one of the most important Domi contributors is Florida State University (FSU), which supports Domi with a renewable annual grant of \$100,000. As part of the agreement with FSU, Domi has set aside dedicated space for 18 FSU entrepreneurs in the Domi Incubator program. Domi hosts additional FSU students and faculty through its regular Incubator and Coworking programs. Domi Station has become a critical component supporting FSU's goals of creating an entrepreneurial university and commercializing research. A full list of all community partners that have supported Domi Station through financial or in-kind contributions can be found on page five of the attached report. These contributors include Mosley Ventures (a venture capital firm), Hon (an office furniture supplier), the Chamber, and many others. At the end of FY 2014, Domi secured a \$10,000 sponsorship from Florida Blue.

Domi regularly works with its members on investor pitch strategies and networking so that Domi companies can secure investment capital. With Domi's assistance, three companies raised more than \$400,000 in capital from in-market and out-of-market investors. More details on these three companies can be found on Attachment #1, page 2. Some of this investment capital comes as a result of participating in investor pitch competitions. For example, Opphub was chosen for a regional competition called Spark to compete as one of the best startups in the south; Opphub was the only startup from Florida among the 10 finalists in the Shark Tank-style event. Domi has also helped Florida State University student organization TechNole prepare for entrepreneur competitions; TechNole meets at Domi and some of its members work for and from Domi. Technole has traveled to multiple hackathons, receiving recognition awards in Atlanta at HackGT and a top ten finish in North Carolina at HackNC.

Domi's membership is supported by an extensive entrepreneurial network that provides mentoring. These experienced entrepreneur mentors have helped create a focal point for startup activity in the Tallahassee/Leon County area by providing advice, share concerns/thoughts and brainstorming best potential next steps with Domi members, as well as hosting public training workshops at Domi Station. Domi has hosted and/or organized more than 45 group events at Domi Station since opening in May 2014. Domi frequently collaborates with area businesses, organizations, and associations including the Economic Development Council (EDC), the Greater Tallahassee Chamber of Commerce (Chamber), and more to host events (Attachment #1, page 13).

As part of the agreement outlining the public-private partnership, Domi is also required to partner with local economic development support organizations and institutions of higher learning to collaborate on programing and encourage successful startup businesses to grow their business in Leon County. Domi is also required to host a number of events, including:

- Two 'open house' events each year at the incubator to feature its members, their startup businesses, and the incubator partners.
- Two private social activities on-site each year to help immerse the incubator members with local business leaders.
- Quarterly training opportunities for local entrepreneurs that are not affiliated with the Domi incubator program.
- Two signature events each year (one in November as part of eMonth) that are designed to attract, develop, and showcase the local technology workforce and community. Said events would attract a diversity of participants that also help bridge both town and gown technology communities.

Of the types of events required by the agreement, Domi has fulfilled the 'open house' and 'social activities with the EDC' requirements. Additionally, Domi hosts monthly training opportunities exceeding the quarterly requirement. Domi and Leon County's signature event for FY 2014 was the May 22 Domi Station Grand Opening. It should be noted that Domi Station was not operational in November 2013 when eMonth was held, meaning Domi and Leon County were unable to partner on a signature event for eMonth in FY 2014. However, Domi and Leon County partnered to host a three-part 'Startupland' entrepreneur documentary series in October and November 2014 as an eMonth signature event for FY 2015.

In addition to hosting a number of events at Domi Station, Domi has been engaged in the community to support and promote entrepreneurs. Early in the year, Domi partnered with the EDC to provide resources and training through the EDC's Entrepreneurial Excellence Program. Domi was also featured in a breakout session at the Chamber's annual conference. Domi was so well received that Chucha Barber of Impact Visual Media offered to provide free video services to the businesses in the Domi incubator at that time.

Domi Station continues to be a hub of activity in FY 2015. These events continue to provide substantial value to the Leon County/Tallahassee entrepreneurial ecosystem, significant opportunities for networking, and collaboration across disciplines and organizations. In an effort to measure and benchmark Domi's job creation successes in our community, additional reporting requirements will take effect starting with the FY 2017 annual report. This will include tracking the number of jobs created by incubator members within the Tallahassee MSA and, where possible, data on the businesses' valuation and median salary information.

Options:

1. Accept Domi's FY 2014 Annual Report (Attachment #1).
2. Do not accept Domi's FY 2014 Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Domi's FY 2014 Annual Report

Annual Report

Domi Ventures, LLC (“Domi”)

10-31-14

We have made incredible progress at Domi Station and across the local entrepreneurial community thanks in no small part to the support of Leon County. On behalf of our team, the students and entrepreneurs (existing and aspiring), we offer our sincere thanks for your support. This work and these successes would not be possible without Leon County’s participation and leadership. Although we are still implementing the big plans that we put into place several months ago and have more work to do as we continue to grow the entrepreneurial ecosystem, the foundation has been firmly established over the past ten (10) months as we have seen the results of our early efforts scale beyond even our expectations. In short, we could not be more pleased with where we currently are, and could not be more excited about where we are going. The response from the community has exceeded our assumptions to this point. We are ready for the next phase of development, and look forward to continuing to strengthen our relationship with Leon County for years to come.

As requested on an annual basis, Domi is providing this written report to Leon County addressing its operations at Domi Station. Such information is being provided in addition to the public updates provided to our mailing list, on our website, in social media and weekly station announcements. The following report includes Domi’s reporting requirements to Leon County, Exhibit “D” from the lease agreement on 914 Railroad Ave, and other important information related thereto. The report is part of ensuring the community is fully aware of, and engaged in, Domi activities to a level consistent with both organizations’ needs. Transparency and effective communication of our mission to Leon County and its staff is imperative for our shared success in building the entrepreneurial ecosystem that we know can and will thrive here in Tallahassee/Leon County.

This document serves as the FY 2014 Domi Annual Report and contains the following sections:

- I. Capital Investment in Startup Companies (Page 2)**
- II. Membership (Page 2)**
- III. Membership Levels (Page 2)**
- IV. Mentors (Page 3)**
- V. FY 2014 Community Events (Page 4)**
- VI. Prospective Community Events (Page 4)**
- VII. Sponsors and Contributors (Page 5)**

I. Capital Investment in Startup Companies

During FY 2014, Domi helped three companies attract over \$400,000 in investment capital. Grasslands Brewing Company is a brewery focused on craft beers and sustainable practices. Domi helped the brewery raised \$84,000 in investment capital (\$70,140 in-market and \$13,860 out-of-market) this year in order to renovate and operate its new location at 603 West Gaines Street in Tallahassee. The brewery is anticipated to open to the public in FY 2015.

Opphub is the company behind the new Student Opportunity Center, a one-stop shop for conferences, seminars, publications, and other experiential learning opportunities that can make students more appealing to potential employers. Opphub is currently based at Domi Station and got assistance from Domi in raising \$25,000 in out-of-market investment capital this year.

Domi also helped an unnamed Tallahassee-based company raise \$300,000 from in-market investment capital this year.

II. Membership

Since opening in late May 2014, we have seen a sustained increase in membership. Our formal member list includes more than sixty (60) individuals. Exhibit #1 lists the full membership and their affiliation with Domi Station. More details on each member and their company can be found at www.domistation.com/members.

Four (4) of Domi Station's five (5) small offices are filled and two (2) of its three (3) large offices are occupied. In terms of student entrepreneurs, we are currently working directly with more than twenty-five (25) Florida State University (FSU) affiliated entrepreneurs, as well as six (6) Florida A&M University (FAMU) affiliated entrepreneurs. Fourteen (14) members represent six (6) incubator companies and thirty-nine (39) members are coworkers. Additionally, we continue to work closer with a number of informal members throughout the community that have launched promising ventures. These entrepreneurs often seek ongoing mentorship and business resources but do not necessarily require full-time or even part-time office space. Exhibit #2 lists entrepreneurs informally associated with Domi Station.

III. Membership Levels

Coworking

Domi Station offers a number of flexible coworking plans, ranging from part-time and nights/weekend membership to full-time private desks or private offices. Coworking companies have access to space, business service resources, mentors, events, and meeting rooms. More information and pricing can be found at <http://www.domistation.com/coworking/>. Figure 1 also includes a list of our coworking memberships and their corresponding amenities and price points.

Domi periodically offers coworking space as a form of sponsorship for competitions. Four members received access to Domi Station through the end of the calendar year for winning FSU's 3 Day Startup event this past spring. They have access to coworking space and all related resources.

Figure 1- Coworking Pricing

COWORKING PLANS	PRIVATE OFFICE	UNLIMITED COWORKER	PART TIMER	WEEKEND WARRIOR	CONNECT PASS	DAY PASS
	Small & Large				For Non Coworkers	One Day Free
Domi Membership	●	●	●	●	●	
Dedicated Desk		●	●	●		
Station Access	24/7	24/7	24/7	Before 9am or After 5pm		
Coworking Hours	Unlimited	Unlimited	25 Hrs / Mo	Nights/ Weekends		
Monthly Events	●	●	●	●	●	
Meeting Room Hours	20 Hrs / Mo	20 Hrs / Mo	20 Hrs / Mo	10 Hrs / Mo		
Wifi, Copy & Printer	●	●	●	●	●	●
Bar & Coffee Cafe	●	●	●	●	●	●
	\$550-\$975 MO	\$225 MO	\$125 MO	\$125 MO	\$25 MO	\$20 / DAY

Incubator

Incubator members apply for admission to Domi Station through a competitive process. Once admitted, they engage in an intensive four-month long process that is hands-on and mentorship driven. There is no equity taken at the time of admission, and there is no cost at the time of admission, nor throughout the life of the incubator program. Incubator companies have access to all of the same resources as coworking companies, but are additionally assigned a lead mentor that regularly ‘checks-in’ and helps them drive forward. They also gain access to a business curriculum based on the Lean Startup methodology, and they often work through focus groups, client/sales outreach, and build an investor pitch deck. More information can be found at <http://www.domistation.com/incubator/>.

As part of its sponsorship agreement, FSU has space in the Incubator program for 18 students or faculty. We have over-utilized their space so far. Those listed as FSU under the ‘Affiliation’ heading in Exhibit #1 are covered under the FSU agreement. Additionally, we have four active FSU undergraduate interns who are working either for pay or for credit.

IV. Mentors

Domi’s membership is supported by an extensive entrepreneurial network that has provided and will continue to provide domain mentoring to incubator companies and individuals. This can be, and often times is, the most important element of the incubation process. Experienced entrepreneurs provide advice, share concerns/thoughts and brainstorm best potential next steps for business success. In some cases, an individual mentor is assigned. At other times, a team of mentors may coordinate assistance on an as-needed basis.

Mentoring includes, but is not limited to, providing oversight/guidance/advice in the following areas:

1. Viability of the business model
2. Technology selection and implementation
3. Marketing Research and go-to Market Strategy
4. Sales Process and implementation

5. Staffing
6. Funding strategies
7. Connection to desired industry leaders
8. Free legal advice/services
9. Free accounting advice/services

Sessions are held one-on-one/in person, on the phone, via conference calls/video conference and/or Google hangouts. Exhibit #3 lists the active mentors currently working entrepreneurs at Domi Station.

V. FY 2014 Community Events

Driven by the execution of strategic programming over the past year, Domi Station has become the focal point for startup activity in the Tallahassee/Leon County area. We have hosted and/or organized more than forty-five group events/meetings (Exhibit #4) at Domi Station since opening in May 2014. Prior to opening Domi Station, we were active in the entrepreneur community by facilitating networking meet-ups and sponsoring HackFSU, a 24 hour long education/training competition held at FSU in May 2014 with more than 250 in attendance. We also frequently collaborate with area businesses, organizations, and associations including the Economic Development Council, the Greater Tallahassee Chamber of Commerce, and more.

These events continue to provide substantial value to the Leon County/Tallahassee entrepreneurial ecosystem, providing significant opportunities for networking and collaboration across disciplines and organizations.

VI. Prospective Community Events

We look forward to more events hosted in affiliation with Leon County, such as the Grand Opening and the recent Startupland documentary series. Exhibit #5 lists events already held at Domi Station since the start of FY 2015, as well as on-going events and events anticipated for later in the year. Some of those prospective community and public events planned for the next fiscal year include:

1. Maker Faire (www.makerfaire.com)

 - i. Part science fair, part county fair, and part something entirely new, Maker Faire is an all-ages gathering of tech enthusiasts, crafters, educators, tinkerers, hobbyists, engineers, science clubs, authors, artists, students, and commercial exhibitors. All of these “makers” come to Maker Faire to show what they have made and to share what they have learned.
 - ii. Date not set

2. HackFSU (hackfsu.com)

 - i. HackFSU is a hackathon for students, by students. This will be the ultimate place for collaboration and creation. Attendees will have 24 hours to make something amazing. Students will work in teams of 1-5 and have access to mentors and fellow hackers for help.
 - ii. Date not set

3. Pitch Day

- i. Startup companies will have the opportunity to pitch their business in front of Angels, VC's and Private Investors.
- ii. Date not Set

4. 1 Million Cups (1millioncups.com)

- i. "Building communities one cup at a time"
- ii. Developed by Kauffman Labs for Enterprise Creation, and refined by entrepreneurs around the world, we've created an educational program that holds the key to activating your city's community of entrepreneurs through online curriculum, coaching and experiential learning. The program is run of, by and for entrepreneurs--a dedicated group of startup community organizers in each active community volunteer their time to organize a promote 1 Million Cups each week. Teams of organizers license the 1 Million Cups toolset from Kauffman Labs for free, and events are run semi-autonomously. We're as grassroots as it gets--hosting our events out of coffee shops, TV stations, universities, and community centers.

VII. Sponsors and Contributors

The following are our current sponsors and contributors:



Additionally, Domi Station is supported by private supporters and community catalysts. A Community Catalyst is someone from the community who is a frequent connector, supporter, and may put forward private funds. Others provide ongoing networking help and are committed to helping the entrepreneurs. The following people are private supporters and community catalysts:

- Steve Evans
- Christine Urban
- Joe Clements
- Richard Benham
- Abraham Middleton
- Jeff Couch

Exhibits:

1. Domi Station Formal Members
2. Domi Station Informal Members
3. Domi Station Mentors
4. FY 2014 Events at Domi Station
5. FY 2015 Events at Domi Station

Domi's formal membership includes those that pay for coworking space, have been accepted into the Domi incubator program, or are Florida State University entrepreneurs operating under the Domi/Florida State University agreement.

Formal Members

Member	Company	Affiliation*	Description
Nobles, Pam	Diversified Design & Drafting Services, Inc	Connect Pass	Surveying and mapping
White, Artie	Kimley Horn	Connect Pass	Urban planning consulting
Heacox, Claire	Insight Data Consulting	Coworker	Data analysis
Hayes, Rob	Compass	Coworker	Project management software
Marshall, Scott	Compass	Coworker	Project management software
Parizek, Bill	Compass	Coworker	Project management software
Vanderpool, Josh	Compass	Coworker	Project management software
Downey, Steve	Consulting	Coworker	Marketing consultant
Wiggins, Derek	Consulting	Coworker	Consultant
Steele, Adam	FinTech Startup	Coworker	Financial software
Anderson, Simon	Foresight	Coworker	Futurist
Grass, Gabe	Grasslands Brewing	Coworker	Brewery
Cocke, Steve	Hwind Scientific	Coworker	Hurricane modeling software
Michael, JP	Hwind Scientific	Coworker	Hurricane modeling software
Steffen, John	Hwind Scientific	Coworker	Hurricane modeling software
Powell, Mark	Hwind Scientific	Coworker	Hurricane modeling software
Seitz, Chana	Hwind Scientific	Coworker	Hurricane modeling software

* Affiliation corresponds to the entrepreneur's membership level as defined in the Price Structure section on page three of the annual report.

Formal Members (Cont.)

Member	Company	Affiliation*	Description
Holly, Julia	J Creative	Coworker	Designer
Morrison, Amanda	Madison Social	Coworker	Restaurant marketing
Thompson, Matt	Madison Social	Coworker	Restaurant management
Breslend, Patrick	Optimal Bagging	Coworker	New patented trash bag
Graban, Eric	ReclaimRX	Coworker	Developing a protein kit
Jackson, Thomas	SactionOne	Coworker	3D printing and web development
Blair, Alex	Strategic Digital Services	Coworker	Digital firm for campaigns and causes
Clements, Joe	Strategic Digital Services	Coworker	Digital firm for campaigns and causes
Dean, Daniel	Strategic Digital Services	Coworker	Digital firm for campaigns and causes
Farrar, Matthew	Strategic Digital Services	Coworker	Digital firm for campaigns and causes
Hart, Andrew	Selenko	Coworker	Technology design and consulting
Osaulenko, Serge	Selenko	Coworker	Technology design and consulting
Iglesis, Michael	Selenko	Coworker / FSU	Technology design and consulting
Timpone, Danny	N/A	Coworker / 3Day Startup Winner	Programmer
Valcarcel, Frank	N/A	Coworker / 3Day Startup Winner	Programmer/ Financial software startup
Faizan, Peyman	N/A	Coworker / 3Day Startup Winner	International student and programmer
Kuhl, Ryan	N/A	Coworker / 3Day Startup Winner	Developer
Morehouse, Emily	N/A	Coworker / 3Day Startup Winner	Computer scientist
Beard, David	Technology Grows	Coworker	Technology education

* Affiliation corresponds to the entrepreneur's membership level as defined in the Price Structure section on page three of the annual report.

Formal Members (Cont.)

Member	Organization	Affiliation*	Description
Dietz, Chris	Technology Grows	Coworker	Technology education
Whitney, Ryan	Technology Grows	Coworker	Technology education
Perkins, John	Shop X	Coworker /Mentor	Google Glass application
Smith, Amber	FoodTruck	FSU / FAMU	Food Truck Rental
Kopinsky, Ryan	Shop X	FSU	Google glass application (shopping list)
Weru, Lawrence	AstroQueue	FSU	Appointment software
Deveney, David	College Cabs	FSU	Taxi hailing application for students
McIntosh, Jason	DivvyUp	FSU	E-commerce platform
Nelson, Mitch	DivvyUp	FSU	E-commerce platform
Chirinos, Carol	Finbot	FSU	Financial education application
Henry, Jesse	Stacknpass	FSU	Software service
Hurtado, Diva	TechNole	FSU	Student technology group
Tucker, Ryan	TechNole	FSU	Student technology group
Rojas, Michelle	Tego	FSU	Security Startup (Atlanta based)
Bradshaw, Samuel	TempoTrader	FSU	Music exchange/crowdfund platform
O'Donnell, Nicholas	Wavelet	FSU	Product/e-commerce
Bland, Dante	Unify	Incubator / FAMU	App to connect Christians and ministries
Wescott, Barbara	PointCatcher	Incubator	Universal reward point software
McCluskey, William	Proper Channel	Incubator	Flow chart web app (wiki)

* Affiliation corresponds to the entrepreneur's membership level as defined in the Price Structure section on page three of the annual report.

Formal Members (Cont.)

Member	Organization	Affiliation*	Description
Amir, Samantha	Opphub	Incubator	Continuing education online resource
Freire, Chris	Opphub	Incubator	Continuing education online resource
Hodgen, Robert	Opphub	Incubator	Continuing education online resource
King, Chance	Opphub	Incubator	Continuing education online resource
Linabury, Tyler	Opphub	Incubator	Continuing education online resource
Kofar-Naisa, Nusaibah	Opphub	Incubator	Continuing education online resource
Thorton, Jeff	Opphub	Incubator	Continuing education online resource
Ard'is, Dominick	TAU	Incubator	Civic engagement application
Morgan, Enrique	TAU	Incubator	Civic engagement application
Mendoza, Maximo	Efficient Systems	Incubator	Electric bicycles
Vargas, Fabio	Efficient Systems	Incubator	Electric bicycles

* Affiliation corresponds to the entrepreneur's membership level as defined in the Price Structure section on page three of the annual report.

Domi works closely with a number of informal members throughout the community that have launched promising ventures. These entrepreneurs often seek ongoing mentorship and business resources but do not necessarily require full-time or even part-time office space.

Informal Members

Individual	Company	Affiliation
Sunny	Vale Food Company	Community Business
Wilson, William	CaptiveEyes	Community Business
Hart, Andrew	Stagger, Inc	Community Business
Heaox, Claire	Binary Star, LLC	Community Business
Mundy, Owen	Socialscore	FSU Faculty
Kumar, Piyush	Blib	FSU Faculty
Siciak, Charlie	Goodwipes, LLC	FSU Graduate
Whalen, Jeff	FullScaleNano	FSU Phd
Ventura, Matthew	Empirical Games	FSU Phd
Shute, Valerie	Empirical Games	FSU Phd
Rodgers, Ryan	Omics, LLC	FSU Phd
Brightbill, David	MakingAwesome	Makerspace

Domi's membership is supported by an extensive entrepreneurial network that has provided and will continue to provide mentoring to incubator companies and individuals.

Mentors

Mentor	Organization	Affiliation
Adams, Jonathan	FSU CCI	Mentor
Kiker, Jake	FSU Alum/WG Law/Domi	Mentor/Partner
Lawson, David	NewSci/Domi	Mentor/Partner
Markl, Chris	FSU Social EIR	Mentor
Tully, Tim	FSU Libraries	Mentor
Van Engelen, Robert	FSU CS Department	Mentor
Vecchio, John	FSU Alum/ Mosley/ Domi	Mentor/Partner
White, David	Carr Riggs Ingram	Mentor
Eisenberg, Rob	Google	Advisor/Mentor
Perkins, John	Independent Consultant	Mentor
Smith, Doug	Redwire	Investor/Mentor
Evans, Steve	Retired IBM Executive	Investor/Mentor
Benham, Richard	EIR FSU Law	Mentor/Supporter
Ray, Gus	FSU Corporate Giving	Supporter/Connector
Mansouri, Edward	WeatherStem / Ucompass	Supporter/Mentor
Widen, Micah	Domi	Facilitator/Mentor

Domi Station has hosted and/or organized more than forty-five group events/meetings since opening May 22, 2014.

FY 2014 Events Held at Domi Station

Date	Events Held at Domi Station	Purpose	# Attendees
5/22/2014	Grand Opening with Leon County and FSU	Community	300+
6/12/2014	Tally Javascript Meetup	Meetup	55
6/18/2014	CareerSource Startup Quest Collaboration Breakfast	Education/ Training	50
6/18/2014	CareerSource Startup Quest Innovation Crash Course	Education/ Training	50
6/24/2014	EDC Roundtable Sector Chairs Meeting ft. Gray Swoope	Community	55
6/25/2014	Startup Grind ft. Micah Widen and David Lawson	Networking	60
7/8/2014	Intro to Machine Learning (Free Workshop)	Education/Training	15
7/9/2014	Intro to 3D Printing (Free Workshop)	Education/Training	25
7/10/2014	Intro to Making Awesome Makerspace (Meetup)	Meetup	10
7/21/2014	Barista Mornings- Coffee and Conversation ft. Raleys Confectionary	Networking	15
7/22/2014	Intro to ASP.NET MVC 5 with C# and Visual Studio 2013 (Free Workshop)	Education/Training	15
7/23/2014	Intro to Entity Framework 6 (Free Workshop)	Education/Training	10
7/28/2014	Tallahassee Strategy Meeting- Innovation Districts	Community	23
7/29/2014	Startup Grind ft. Shop X	Networking	50
7/31/2014	Domi Meetup: I Love It When You Call Me Big Data ft. Ghostery	Meetup/ Education	65
8/1/2014	Community Happy Hour	Networking	35
8/7/2014	.NET User Meetup Group	Meetup	45
8/14/2014	Intro to Xamarin (Free Workshop)	Education/ Training	10

FY 2014 Events Held at Domi Station (Cont.)

Date	Events Held at Domi Station	Purpose	# Attendees
8/15/2014	Community Happy Hour	Networking	40
8/18/2014	Barista Mornings- Coffee and Conversation ft. Captive Eyes	Networking	13
8/18/2014	Tallahassee Strategy Meeting- Real Estate	Community	16
8/20/2014	Intro to Drones (Free Workshop)	Education/ Training	23
8/21/2014	Intro to Python (Free Workshop)	Education/ Training	12
8/26/2014	Startup Grind ft. LESS	Networking	45
8/27/2014	Tallahassee Javascript Meetup	Meetup	34
8/28/2014	Leadership Tallahassee Happy Hour	Community	35
9/2/2014	Opphub Focus Group	Focus Group	15
9/3/2014	Vanguard Conference Host Committee	Community	12
9/5/2014	Community Happy Hour co-hosted with Refresh Tallahassee	Networking	40
9/10/2014	FSU Business Law Certificate Orientation	Community	75
9/10/2014	PointCatcher Focus Group	Focus Group	25
9/11/2014	Domi Meetup: Weather Tech ft. WeatherSTEM & HWind	Meetup/ Education	55
9/15/2014	Tallahassee Strategy Meeting- Agile Management	Community	15
9/16/2014	Career Source Capital Region Video Shoot	Community	n/a
9/16/2014	FSU RSO: TechNole Meeting	Community	25
9/17/2014	Entrepreneurial Excellence Course- Local Resources	Education/ Training	28
9/18/2014	Florida Next Impact Forum Committee Mixer	Community	20

FY 2014 Events Held at Domi Station (Cont.)

Date	Events Held at Domi Station	Purpose	# Attendees
9/23/2014	FSU RSO: Collegiate Entrepreneurs Organization Meeting	Community	45
9/24/2014	Proper Channel Focus Group	Focus Group	15
9/24/2014	Tallahassee Food Entrepreneurs Meeting	Community	40
9/25/2014	ACT Leadership Forum: Partnership Development	Education/ Training	10
9/27/2014	.NET Fast Track Course	Education/ Training	9
9/29/2014	Barista Morning with Pam Nobles	Networking	10
9/29/2014	Tallahassee Strategy Meeting- Alternative Energy	Community	22
9/30/2014	Startup Grind ft. Maker-Based Education	Networking	38
9/30/2014	How to Start a Startup Screening w/ FSU Soцент	Education/ Training	8

Domi Station continues to host a number of events as FY 2015 begins and looks forward to hosting and participating in other significant events as the year progresses.

FY 2015 Events Held at Domi Station

Date	Events Held at Domi Station	Purpose	# Attendees
10/2/2014	How to Start a Startup Screening w/ FSU Socent	Education/Training	8
10/3/2014	FSU Presidential Scholars Tour	Community	25+
10/3/2014	Community Happy Hour Sponsored by JMI	Networking	35
10/3/2014	FSU RSO: TechNole Nighthacks Mini-Hackathon	Community	20
10/8/2014	Present to Dr. Jonathan Adams' Class (Virtual)	Community	20+
10/9/2014	Present to Dr. Richard Urban's Class (Virtual)	Community	10+
10/16/2014	MailChimp Speaker & Recruiting Event	Meetup/Education	100+
10/23/2014	FSU Sneak Peek (at FSU Turnbull)	Community	n/a
10/21/2014	Starupland Pt. 1 (at All-Saints Cinema)	Documentary Series Co-Hosted with Leon County	40
10/27/2014	Tallahassee Strategy Meeting- Future of Pharmaceuticals	Community	10
10/28/2014	Starupland Pt. 2 (at All-Saints Cinema)	Documentary Series Co-Hosted with Leon County	30
11/4/2014	Starupland Pt. 3 (at All-Saints Cinema)	Documentary Series Co-Hosted with Leon County	25
Ongoing	FSU RSO: Collegiate Entrepreneurs Organization Meeting	Community	20+
Ongoing	FSU RSO: TechNole Meetings & Hack Night Mini-Hackathons	Community	20+
Fall -TBD	FSU Greek Life Open House	Community	TBD
Spring -TBD	The Internet's Own Boy Documentary w/ FSU Libraries	Community	TBD
Spring -TBD	HackFSU Hackathon	Meetup/Education	TBD
Fall & Spring - TBD	One Million Cups Weekly Series	Networking/Education	TBD

**Leon County
Board of County Commissioners**

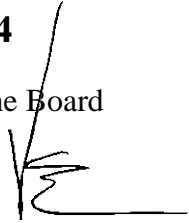
Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities and October 28, 2014 Regular Meeting

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities and the October 28, 2014 Regular Meeting.

Attachments:

1. October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities
2. October 28, 2014 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
2015 State and Federal
Legislative Priorities
October 28, 2014**

The Leon County Board of County Commissioners met for a Workshop to discuss the County's 2015 State and Federal Legislative Priorities on Tuesday, October 28, 2014.

Present were Chairman Kristin Dozier, Vice Chairman Mary Ann Lindley and Commissioners John Dailey, Nick Maddox, and Bryan Desloge. Commissioners Jane Sauls and Bill Proctor were absent. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

Facilitator(s): Shington Lamy, Assistant to the County Administrator
Cristina Paredes, Intergovernmental Affairs and Special Projects Coordinator
Jeff Sharkey, Capitol Alliance Group
Phil Bangert and Sarah Vilms, Squire Patton Boggs'

Chairman Dozier called the workshop to order at 1:35 p.m.

Opening remarks were provided by County Administrator Long, who then introduced Ms. Parades to make staff's presentation.

Ms. Parades shared that the 2015 Florida Legislative Session is set to begin on March 3, 2015 and will conclude on May 1, 2015. She mentioned that the Florida Association of Counties Legislative Day is scheduled for March 26, 2015 and added that the County will once again host the "Community Legislative Dialogue" meeting.

Ms. Parades presented the following proposed Appropriations request for the Board's consideration:

- Capital Circle Southwest \$119.1 million
- Woodville Highway \$26.6 million
- Woodville Sewer \$3 million
- Innovation Park Grant \$500,000

Mr. Lamy then provided the following State Policy/Substantive Issues for the Board's consideration:

- State Workforce: Support the protection of the State workforce and oppose reductions to State employee benefits.
- Medicaid Expansion: Support legislation to expand Medicaid in Florida. It is estimated that Florida would receive \$50 billion in federal funding if expanded. The Board recently reaffirmed its support of Medicaid Expansion and staff will provide a copy of the Resolution to the new leadership during the 2015 Legislative Session.
- Internet Sales Tax (state and federal legislative priority): Support legislation that promotes an equitable and competitive environment between "brick and mortar" businesses and remote businesses establishment operating in Florida. Enforcement of the collection of the sales tax on internet purchases is seen by the Governor and some members of the Legislature as a tax increase; therefore, this issue may not have much traction this legislative session.
- Communication Service Tax (CST): Support legislation that is revenue neutral; simplifies administration and collection of the current tax; enhances the stability and reliability as an important revenue source for local government and Public Education

Capital Outlay for schools; and provides the opportunity for market-based growth. The CST is a revenue source for local governments and funds PECO projects.

- Library Aid: Support state aid grant funding for public library programs. For FY 2015 Leon County is anticipated to receive approximately \$228,000 in funding.
- Tallahassee-Leon County Enterprise Zone: Support the renewal of the Florida Enterprise Zone Program (FEZP) and encourage the broader state definition of return on investment to include property valuation increase and the revitalization of a community. The Florida Enterprise Zone Act which enables the Tallahassee-Leon County Enterprise Zone is due to sunset December 31, 2015 unless the Legislature renews the program. State evaluations suggest that the FEZP yields little return on state investment; however, state evaluations do not consider the local benefits stemming directly from the program, such as property valuation increases and revitalization of a community.
- DeSoto Winter Encampment: Support State funding for the DeSoto Winter Encampment a tourist-friendly facility to commemorate America's first Christmas.
- Florida Association of Counties (FAC) Issues: Support the 2015 FAC legislative program unless specific issues conflict with Leon County's interests.

Mr. Lamy discussed the County's continued hosting of the Community Legislative Dialogue meetings. He mentioned that Commissioner Desloge has served as facilitator for the meetings and suggested that, given the fact the he is the Past President of FAC and NACo 2nd Vice President; the Board may wish to designation him to once again host these meetings for the 2015 session.

Mr. Lamy provided the following Federal Policy/Substantive Issues for the Board's consideration:

- Moving Ahead for Progress in the 21st Century (MAP-21): Support the long-term reauthorization of MAP-21 at or above the current level of funding for surface transportation programs. Local governments use this funding source to build and maintain transportation infrastructure.
- Federal Payment in Lieu of Taxes (PILT) Program: Support federal legislation that includes full mandatory funding for PILT in the FY 2015 appropriations package and support a long-term strategy for a sustainable PILT program. This year Leon County received \$203,372 from PILT due to a portion of Apalachicola National Forest being in Leon County.
- Waters of the United States: Oppose the Environmental Protection Agency and the U.S. Army Corps of Engineering proposed rule regarding the definition of "Waters of the U.S." The Board recently approved a resolution voicing concerns regarding the proposed rule and a copy was sent to the EPA and the County's federal delegation. It is the County's position that the proposed EPA rule change will negatively impact the ability to protect those resources and could put undue burden on local governments through onerous permitting requirements.
- Federal Correctional Institution Property: It is not anticipated that the Bureau of Prisons will convey the additional acreage; thus, staff recommends that the Board remove FCI property and the expansion of Tom Brown Park from its 2015 federal priorities.

Regarding the County's lobbying contracts, staff relayed that Capitol Alliance Group and Squire Patton Boggs contracts expire on September 30, 2015 and December 31, 2015 respectively. Staff recommended that in order to prepare for the earlier session, the Board set their 2016 priorities in July or August, prior to the start of committee weeks, and extend the contracts with both lobbying teams for one additional year prior to going out to bid. Extending the contracts by one year will ensure the continuity of the legislative program and allow staff to issue an RFP for both services following the 2016 End of Session report.

Mr. Sharkey and Mr. Bangert were offered an opportunity to share their thoughts on issues that may be brought up at the State and Federal levels.

Board Discussion:

Commissioner Lindley asked if the State legislature would delve into the immigration issue and learned from Mr. Sharkey that this issue was being handled at the federal level; however, was an important issue of the state's Congressional delegation. Commissioner Lindley discussed her support for maintaining the Enterprise Zone Program and asked the chances that it would not be sunset as currently proposed. Mr. Sharkey responded that legislative leadership has charged local Economic Development Offices to come back with a better framework for an enterprise zone program that could have more impact. Ms. Paredes added that the FAC has been working diligently on this issue as well. They are currently surveying counties to ascertain and demonstrate on the County level what the programs impact has been on the local level.

Commissioner Desloge referenced discussions with Elder Care Services on a proposal to house all senior services in one location. He asked staff to monitor this issue regarding a potential relocation plan. He also shared that he would be willing, if was the will of the Board, to continue to facilitate the Legislative Dialogue meetings. Commissioner Desloge mentioned the possibility for a portion of the proposed National Veterans Cemetery to be parceled out for a park. He stated that the build out of the cemetery was many years in the making and suggested that using some of the land for a park could help offset the park needs around the County. He asked if staff could look into the feasibility of this idea, i.e., the budget impact, is this something the Veterans Administration would agree to, and if the federal lobbying team could determine the interest at the federal level. He noted that he was not asking for this to be a legislative priority.

Commissioner Lindley expressed concerns about park access, as St. August Road is a canopy road.

Chairman Dozier indicated that there are numerous questions to be answered at the local level, i.e., access, cost implications, neighborhood issues, etc. She was unsure that another park was needed in the area and had concerns about using funds to pursue a temporary park.

Chairman Dozier expressed appreciation for the Board's support of the Innovation Park Grant appropriation request. She opined that the Leon County Research and Development Authority (LCRDA) could be a good economic driver for the community and in step with the Board's Strategic Plan and established with the Board they it did not have any concerns or questions about this.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3, & 4: 1) Approve the 2015 state and federal legislative priorities, as amended by the Board; 2) Designate Commissioner Desloge to host the community legislative Dialogue meetings for the 2015 session; 3) Authorize the County Administrator to extend the Squire Patton Boggs' federal lobbying contract for one additional one-year period until December 16, 2016, and 4) Authorize the County Administrator to extend the Capitol Alliance Group's state lobbying contract for one additional one-year period until September 30, 2016.

Chairman Dozier asked that the Legislative Dialogue Meetings be scheduled at a time when all Commissioners can attend.

The motion carried 5-0 (Commissioners Sauls and Proctor absent).

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:23 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 28, 2014**

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

Chairman Dozier announced that Commissioner Jane Sauls was unable to attend today's meeting.

The Invocation was provided by Commissioner Nick Maddox, who then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Bryan Desloge along with Florida Association of Counties (FAC) Executive Director, Chris Holley and FAC Legislative Director, Lisa Hurley, presented the FAC County Champion Award to State Representative Alan Williams. The award recognized his steadfast support and work during the 2014 legislative session.
- Chairman Kristin Dozier presented a Proclamation to Bill and Cathy Campbell, winners of the Choose Tallahassee "Home Free" Contest.
- Commissioner Bill Proctor presented a Proclamation honoring Rediet Yared as 2014/2015 "Miss Rickards". Miss Yared was joined by her mother and sister.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Lindley to approve the Consent Agenda. The motion carried 5-0 (Commissioner Sauls was absent and Commissioner Proctor out of Chambers).

1. Appointment of Leon County Representative to the Circuit 2 Community Alliance

The Board approved Option 1: Appoint the Human Services and Community Partnerships Director to serve as the Leon County representative on the Circuit 2 Community Alliance.

2. Adoption of the Proposed Public Notice 2015 Tentative Schedule and the 2015 Board Travel Schedule

The Board approved Options 1, 2, 3 & 4: 1) Adopt the proposed Leon County Board of County Commissioners' Public Notice 2015 Tentative Schedule; 2) Approve the proposed 2015 Board of County Commissioners' Travel Schedule, and authorize Commissioners' travel to the scheduled events; 3) Schedule the Board's Reorganization on Tuesday, November 17, 2015, and 4) Schedule the Board's Retreat for Monday, December 7, 2015.

3. Approval of Payment of the Second and Final Installment of \$50,000 for the Word of South Festival

The Board approved Option 1: Approve payment of the second and final installment of \$50,000 for the Word of South Festival, and approve the Resolution and associated Budget Amendment Request.

4. Approval of Payment of Bills and Voucher Submitted for October 28, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 29 through November 17, 2014

The Board approved Option 1: Approve the payment of bills and vouchers submitted for October 28, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 29 through November 17, 2014.

5. Ratification of Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

The Board approved Option 1: Ratify annual performance review of County Administrator, in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process".

6. Approval of an Agreement with the Leon County Sheriff's Office for the Provision of a Tactical Medical Program

The Board approved Option 1: Approve the Agreement with the Leon County Sheriff's Office for the Provision of a Tactical Medical Program.

7. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District for November 18 and December 9, 2014 at 6:00 p.m.

The Board approved Option 1: Schedule two required Public Hearings to consider proposed revisions to the Land Development Code to prohibit retail fuel sales in the Rural Zoning District for November 18 and December 9, 2014 at 6:00 p.m.

8. Approval of the Amended Interlocal Agreement Between Leon County, Florida and Gulf Consortium Regarding Procurement Services

The Board approved Option 1: Approve the proposed Amended Interlocal Agreement between Leon County, Florida and Gulf Consortium, and authorize the Chairman to execute same.

9. Acceptance of the Final FY 2013/14 Commissioner Discussion Items Status Report

The Board approved Option 1: Accept the Final FY 2013/14 Commissioner Discussion Items Status Report.

10. Acceptance of a Status Report on the Refueling Assistance for Persons with Disabilities Ordinance

The Board approved Option 1: Accept the status report on the Refueling Assistance for Persons with Disabilities Ordinance.

11. Acceptance of the FY 2013/2014 County Grant Program Leveraging Status Report

The Board approved Option 1: Accept the FY 2013/14 County Grant Program Leveraging Status Report.

12. Acceptance of a Status Report on the Affordable Care Act and Marketplace Enrollment Numbers for Leon County

The Board approved Option 1: Accept the status report on the Affordable Care Act and marketplace enrollment numbers for Leon County.

13. Acceptance of Status Update the Lake Jackson Town Center at Huntington Sense of Place Initiative

The Board approved Options 1 and 2: 1) Accept the status update on the Lake Jackson Town Center at Huntington Sense of Place Initiative, and 2) Direct staff to implement the six projects with existing funding as described in this item.

14. Acceptance of Leon County Bicycle Friendly Action Plan Status Report

The Board approved Option 1: Accept the Leon County Bicycle Friendly Action Plan.

15. Acceptance of the 2013 Status Report on the Leon County Water Quality Monitoring Program

The Board approved Option 1: Accept the status report on the Leon County Water Quality Monitoring Program.

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

- Verna Brock, 866 Woodville Hwy., asked the Board to support the 2nd Annual Woodville Founders Day Festival scheduled for February 28, 2015. She shared that the event is an effort to bring the entire community together and to promote Woodville.
- Rob Lacy, Park Manager, Natural Bridge and St. Marks Trail, spoke in support of the Founders Day Festival. He stated that it would be a great and key event for Woodville.
- Terry Messler, Park Services Event Coordinator, asked for the Board's support of the Founders Day Festival and added that it was being held in February so as to proximity the event would coincide with the 150th Anniversary of Natural Bridge. She stated that numerous events are scheduled, i.e., 10K run, musical salute to Woodville, antique/vintage care shore, etc.
- Richard Meuth, Woodville Volunteer Fire Department, requested county assistance and support for the Woodville Founders Day Celebration.

General Business

16. Acceptance of the County Administrator's Proposed Reorganization

County Administrator Long introduced the item. He explained that the proposed reorganization would be accomplished without creating any new positions and saves a recurring \$104,000 a year. He added that the reorganization addresses issues such as succession management, talent retention and recruitment and diversity. He stressed that the reorganization better aligns the County functions; yet, continues to develop organization capacity and the Board's strategic priorities.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the County Administrator's reorganization and approve the associated position reclassifications.

Commissioner Proctor expressed disappointment that the Board did not meet as a whole to discuss and evaluate the County Administrator and County Attorney and opined that the current process did not allow for such dialogue. He also spoke of some concern regarding the County's leadership diversity and suggested that the County Administrator was surrounding himself with too many "yes people". Commissioner Proctor remarked that varying opinions were essential for a successful organization and supported independent thought. He concluded with a hope that the Board would one day have a discussion about the County Administrator's evaluation.

Chairman Dozier replied that while the County Administrator's evaluation was under the Consent Agenda it could have been pulled for further discussion. She added that the discussion regarding a vision and a direction is held at the Board's Retreat.

County Administrator Long assured the Board that the County's leadership staff is composed of "the best and the brightest" and are trained to ask the tough questions. He mentioned that this is a culture that embraces the competition of ideas.

Commissioner Dailey declared that he is continuously amazed at the job done by the County Administrator and his team and noted the national awards recently given to both County Administration and the County Attorney. He stated that he was open to the idea that the Board meets as a body to discuss the evaluations of the County Administrator and County Attorney. Commissioner Dailey conveyed that he was extremely pleased with the leadership provided by both Mr. Long and Mr. Thiele.

Commissioner Proctor clarified that his remarks should in no way be perceived negative toward the County Administrator; but, as comment on the process by which the evaluation is provided. He asked that in addition to the current evaluation instrument used in the process that the Board have an open discussion with the County Administrator.

Commissioner Maddox commended the work of staff and to address the comments of Commissioner Proctor suggested that the Board hold the conversation on evaluations at the Retreat.

Chairman Dozier submitted that the Board hires the County Administrator and County Attorney to direct all County staff and the Board does not get involved in the day to day workings of the County. She reiterated that the evaluation could be removed from Consent for discussion and asked that the Board be mindful not to give an implication that it does not take the evaluation process seriously.

The motion carried 6-0 (Commissioner Sauls absent)

17. Consideration of Renewal of the Tallahassee Memorial HealthCare, Inc. Trauma Center Contract and Approval of the Letter of Agreement with the Agency for Health Care Administration for the FY 14/15 Low Income Pool Award.

County Administrator Long introduced the item. He summarized that through a partnership with Tallahassee Memorial Hospital (TMH), by leveraging the \$200,000 allocated for the TMH Trauma Center and \$128,300 that is allocated in the Primary Healthcare Program approximately \$1.2 million in additional healthcare funding would be shared by TMH, Neighborhood Medical Center (NMC), and Bond Community Health Center (Bond).

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Approve the renewal of the Tallahassee Memorial HealthCare, Inc. Trauma Center Contract, and authorize the County Administrator to execute; and, authorize the County Administrator to execute any and all amendments to the Contract, if necessary, in a form approved by the County Attorney's Office, and 2) Approve the Letter of Agreement with the Agency for Health Care Administration for the FY 14/15 Low Income Pool Award on behalf of Tallahassee Memorial HealthCare, Inc., and authorize the County Administrator to execute.

Commissioner Desloge asked for a status report on where Bond and NHS are in the process of their transition.

Commissioner Proctor spoke on the need for another primary healthcare facility (other than Bond) on the Southside and advocated for more support from Tallahassee Memorial in sponsoring and providing primary healthcare services to District 1. He asked if Commissioner Desloge would be willing to bring this issue up with TMH.

Commissioner Desloge responded that he would be happy to have the conversation but the response would be driven by the needs of the community. He also mentioned that TMH has a presence in a number of outlying areas.

Chairman Dozier commented that the Board cannot direct any private doctor to build an office in a particular area. She added that the Board's approval of the agenda item would provide an "incredible" amount of return to the community.

Commissioner Maddox reiterated his request for improved communication from Bond and NMC to the County on how they are responding to the health care needs of the community. He stated that he would like to see a plan on how health care partners are addressing these concerns and how they are working to accomplish the Board's health care goals.

Chairman Dozier established with County Administrator Long that staff and providers are cognizant of the Board's concerns regarding the delivery of health care. She also affirmed that more detailed information would be forthcoming at next year's budget workshop; however, Mr. Long indicated that staff would bring back information on the ongoing coordinated transitional efforts between Bond and NHS as soon as more details are known.

Chairman Dozier suggested that when the Board is provided its next update on health care (either agenda item or at a workshop) that TMH and FSU's Medical School be invited to make presentation or respond to an agenda item. Chairman Dozier added that she would rather have the discussion requested by Commissioner Proctor be part of an agenda item or workshop and not place this on Commissioner Desloge. She mentioned that the focus of the FSU Medical School is in expanding primary health care, particularly to rural communities.

Commissioner Proctor discussed Medicaid expansion and asked if the Florida Legislature embraces Medicaid expansion, how many residents in Leon County would be thus insured. Eryn Calabro, Office of Human Services and Community Partnerships, stated that thousands of residents would be affected by the expansion. Commissioner Proctor requested the County's legislative lobbyist team to aggressively pursue Medicaid expansion. He reiterated his desire to have Commissioner Desloge have an exploratory conversation with TMH regarding the lack of medical care on the Southside.

County Administrator Long added that without Medicaid expansion, the LIP funds would not be available to the County or State.

Commissioner Lindley recalled a recent conversation she had with Claudia Blackburn, Leon County Health Department Director, regarding Ms. Blackburn's intent to conduct a community health assessment. She indicated that she would like the County to engage with the Health Department in this endeavor.

The motion carried 6-0 (Commissioner Sauls absent)

18. Acceptance of Status Update Regarding Rural Waste Service Center Hours of Operation

County Administrator Long introduced the item. He mentioned that the Board had, at its last meeting, directed staff to bring back an agenda item which contemplates extending the hours at the Rural Waste Service Centers (RWSC). He explained that the agenda item proposes that the Friday hours for the RWSC be extended by one hour (closing now at 6:00 PM rather than 5:00 PM) and Saturday hours be reduced by one hour (closing now at 4:00 PM rather than 5:00 PM).

Commissioner Linley moved, duly seconded by Commissioner Desloge approval of Option 1: Accept the status update regarding Rural Waste Service Centers, including the recommended change in hours of operation for Miccosukee, Ft. Braden, and Woodville on Friday to be open one hour later (6 p.m.) and close Saturday one hour earlier (4 p.m.)

Commissioner Maddox offered a substitute motion that the Friday hours for the RWSC hours be extended by one hour (until 6:00 PM) and Saturday hours remain the same (no reduction in hours). The substitute motion was duly seconded by Commissioner Proctor.

Commissioner Maddox confirmed that the subsidy to maintain the extra hour of service would be less than \$10,000.

Commissioner Desloge indicated that he would support the original motion. He conveyed that staff's recommendation provided a way for the County to respond to the needs of the constituent who had expressed a hardship, but not increase the general revenue subsidy.

Chairman Dozier appreciated staff's analysis, but wondered if the problem could be better solved by extending the Friday hours to 6:30 or 7:00 PM. She added that she had received a few e-mails on this issue.

The substitute motion to increase the Friday hour to 6:00 PM and maintain the current Saturday hours carried 6-0 (Commissioner Sauls absent).

19. Consideration of Funding to Whole Child Leon for the South City Revitalization Initiative

County Administrator Long introduced the item. He stated that Whole Child has requested \$30,000 in addition to its budgeted funding of \$38,000. He added that should the Board approve the funding request, it is recommended that the Board direct Whole Child Leon to become CHSP eligible and compete for funding through that process in future years.

Chairman Dozier announced the Lorraine Ausley, Board Chairman of Whole Child Leon, and Executive Director Courtney Atkins, were available for questions.

Commissioner Maddox voiced support for the funding request. He stated that the City has already made a financial commitment to Whole Child Leon and requested the Board match the City's contribution.

Commissioner Maddox moved, duly seconded by Commissioner Dailey, approval of Option 1: Approve a one-time allocation of \$30,000 in funding to South City Revitalization Council/Whole Child Leon Project, contingent upon a like amount being provided by the City of Tallahassee, and approve the associated budget amendment.

Commissioner Dailey indicated that he was comfortable with the motion. He remarked that it is a one-time allocation and presumed that the leadership of Whole Child Leon would pursue recurring revenue.

Commissioner Desloge asked for clarification regarding Whole Child's intent to pursue CHSP funding in the upcoming year. Discussion ensued regarding the need for Option 2 to be included as part of the motion.

County Administrator Long stated that he expects as the program evolves and develops it would most likely be eligible for CHSP funding and inclusion of Option 2 in the motion would provide Whole Child Leon a signal that this is the expected direction for funding in the future.

Commissioner Lindley offered a substitute motion for approval of Options 1 & 2: 1) Approve a one-time allocation of \$30,000 in funding to South City Revitalization Council/Whole Child Leon Project, contingent upon a like amount being provided by the City of Tallahassee, and approve the associated budget amendment., and 2) Direct Whole Child Leon to seek funding through CHSP for the South City Revitalization Council/Whole Child Leon Project as part of the 2015 CHSP grant cycle.

Commissioner Maddox stated that he would support his original motion as there is already a policy in place which does not allow for additional funding for a program that is eligible for CHSP funding.

Commissioner Proctor stated that he was not impressed with the CHSP process and was disappointed in funding cuts this year to some necessary programs. He was unsure that he wanted to encourage Whole Child Leon to pursue CHSP funding.

Commissioner Lindley stated that she does not support funding requests after the budget has been adopted. She stated that Whole Child Leon was a wonderful program and that she would reluctantly support the one-time funding request.

Commissioner Desloge stated that he would support the substitute motion and while this is a reasonable request there is a mechanism in place for future funding that should be adhered to.

Commissioner Dailey voiced his appreciation to the City of Tallahassee for their positive response to the funding request.

Commissioner Proctor suggested the motion be amended to remove "a one-time allocation" from Option 1 and add Option 2. (No action was taken by the Board on the suggested amendment.)

Chairman Dozier pointed out that Option 2 merely directs Whole Child Leon to seek funding for the South City Revitalization Council, not the entire Whole Child Leon Program. She voiced support for the CHSP process and noted that dramatic changes have been made to improve the manner in which organizations seek funding, i.e., implementation of an on-line application process.

The substitute motion carried 6-0 (Commissioner Sauls absent).

Ms. Ausley invited the Board to the December 2nd Anniversary Celebration at Cascades Park. She recognized citizens from the South City Revitalization Council.

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

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

Comments/Discussion Items

County Attorney Thiele:

- No items.

County Administrator Long:

- Announced the birth of Jon and Letitia Brown's new baby boy, Brooks Henry Brown.

Commissioner Discussion Items

Commissioner Proctor:

- Encouraged all citizens of Leon County to vote.

Commissioner Dailey:

- Congratulated County Parks & Recreation staff on Greenways Days event.

Commissioner Maddox:

- *Commissioner Maddox moved, duly seconded by Commissioner Dailey, to direct staff to prepare an agenda item for December 9th to consider submitting a Comprehensive Plan amendment, which would allow for a one to one zoning swap on Highway 90 East on the property known as Miers and Rockaway The motion carried 6-0 (Commissioner Sauls absent).*

Commissioner Desloge:

- Also congratulated Jon Brown and his wife Letitia on the birth of their new baby boy.

Commissioner Lindley:

- Stated that she was proud to represent the County at the Big Bend Minority Chamber of Commerce 2014 Minority Business Awards.

Chairman Dozier:

- Shared that she has attended the Home Expo sponsored by the Human Services and Community Partnerships Department numerous times and gave kudos to staff for the improvements they continue to make to the event. She also was thrilled to note that the majority of the participants this year were women who were learning how to fix and make improvements to their home.

Receipt and File:

- Florida Department of Agriculture and Consumer Services, Florida Forest Service Fiscal year 2013/14 Annual Report of Fire Control and Forestry Assistance Activities in Leon County
- Dove Pond Community Development District Fiscal Year 2015 Meeting Schedule
- Dove Pond Community Development District – Records of Proceedings of meeting held May 5, 2014

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 4:49 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Proposed Memorandum of Understanding with City of Tallahassee Regarding Application for Federal Promise Zone Designation

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 Cristina Paredes, Economic Vitality Director Josh Pascua, Management Analyst Don Lanham, Grants Coordinator

Fiscal Impact:

This item has no fiscal impact. The item proposes the execution of Memorandum of Understanding between Leon County and the City of Tallahassee to seek Federal Promise Zone designation for communities within the Southside. All County obligations under the proposed Memorandum of Understanding are projects/programs that are currently being implemented or have prior approval by the Board. The Promise Zone designation would help Leon County and its partners be better positioned to leverage selected federal grant funds.

Staff Recommendation:

Option #1: Approve the proposed Memorandum of Understanding with the City of Tallahassee regarding Application for Federal Promise Zone designation (Attachment #1), and authorize the County Administrator to execute in a form approved by the County Attorney.

Report and Discussion

Background:

On November 12, 2014, the City of Tallahassee (City) requested that the County partner on submission of an application for a Promise Zone designation to the U.S. Department of Housing and Urban Development (HUD) (Attachment #2).

Analysis:

Promise Zone Initiative Overview

In his 2013 State of the Union address, President Obama laid out an initiative to designate 20 high-poverty urban, rural, and tribal communities as Promise Zones, where the federal government will partner with, and invest in, communities to create jobs, leverage private investment, increase economic activity, expand educational opportunities, and reduce violent crime. The benefits of a Promise Zone designation include:

1. Preference points in selected federal grant programs (Attachment #3). The preference points would apply to any organization with programs and/or services within the Promise Zone that seeks funds from one of the participating federal grant programs, including local not-for-profit agencies.
2. Technical assistance from selected federal agencies to assist in achieving the Promise Zone goals. This could include assignment of AmeriCorps volunteers to assist with implementation of the Promise Zone Plan.
3. Potential tax incentives for businesses that invest in and hire employees from the Promise Zone. This benefit is dependent upon congressional approval of a pending tax incentive program.

If approved, Promise Zone designation will be for an extendable 10-year term. During this term, the specific benefits made available to Promise Zones may vary from year to year, and sometimes more often than annually, due to changes in Federal agency policies and changes in appropriations and authorizations for relevant programs.

Twenty Promise Zones will be selected by the end of 2016. On January 9, 2014, five zones were designated (three urban, one rural and one tribal council); Los Angeles, San Antonio, and Philadelphia received Urban Promise Zone designations in the first round.

For the second round of the Promise Zones initiative, HUD intends to designate six urban communities and at least one of the urban designations will be for a small to medium sized community (population of 500,000 or less). The applicants that did not receive the designation in the first round are eligible and expected to submit for the second round in addition to the any new applicants. Applications for Round 2 were due on November 21, 2014; the City submitted an application for Promise Zone designation and noted that commitment of its partners, such as the County, was contingent at the time of application.

Promise Zone applications will be evaluated based on documented need, the strategy for meeting the Promise Zone goals and the capacity of the applicant to implement the proposed strategy. The level of need will be determined by comparing the poverty rate, serious and violent crime rate, level of employment rate and long-term vacancy rate for the designated Promise Zone with the larger community.

A Promise Zone must consist of one or more census tracts or portions of census tracts across a contiguous geography. The Zone must have a minimum population of 10,000, but cannot exceed 200,000, and the overall poverty of residents within the Zone must be at or above 33%.

Promise Zone Area Overview

County staff worked closely with the City in developing the proposed Tallahassee-Leon County Promise Zone area (Attachment #4). The proposed Promise Zone has a population of 31,059. The poverty rate in this area is 52%, the employment rate is 80%, and the residential vacancy rate is 11%. This vacancy rate is 2.6 times greater than the overall vacancy rate for the area, which is 4%. In addition, this overall employment rate is lower than the community overall. The proposed area also suffers from high crime areas, which are the focus of a number of current efforts to reduce gun violence. By comparing these stats for the designated Promise Zone with the larger community, the application is able to demonstrate the need for Promise Zone designation.

Much of the area within the proposed Tallahassee-Leon County Promise Zone includes areas already targeted for revitalization, such as the Enterprise Zone, Downtown and Frenchtown/Southside Community Redevelopment Areas, and the Southern Strategy Area.

Other factors that support the proposed Promise Zone boundaries include:

- inclusion of targeted public schools including Riley, Pineview, Griffin, Bond, Nims, FAMU DRS, Raa and Rickards; and
- inclusion of neighborhoods and communities which have been the focus of the County and the City revitalization efforts including Providence, South City, Bond, Apalachee Ridge and Frenchtown; and
- inclusion of public facilities and institutions which provide community services including FAMU, the Lincoln Community Center, LaVerne Payne Community Center, Lawrence Gregory Community Center, Jack McLean Community Center, Walker Ford Community Center, Providence Neighborhood Center, Main Downtown Library Branch, Dr. B.L. Perry, Jr. Branch Library, Domi Station, Leon County Human Services and Community Partnerships, Leon County Veterans Service Center, Leon County Health Department, Bond Community Health Center, and Neighborhood Medical Center; and
- inclusion of areas within the Frenchtown/Southside and Downtown CRA boundaries as well as the Fairgrounds.

Promise Zone Plan

As part of the application, the City must provide a Promise Zone Plan that addresses the challenges in the community. The City has established six goals to meet those objectives:

- (1) reduce violent crime through resident engagement, leadership development and targeted programs,
- (2) promote private investment, enhance existing businesses and create jobs,
- (3) increase educational opportunities and training for youth and adults,
- (4) improve health, wellness and the quality of life for residents,
- (5) improve resident involvement and strengthen neighborhood organizations, and
- (6) improve the quality of existing housing and encourage the development of affordable and market rate housing.

The Plan will assess the area needs and assets, identify the quantifiable Plan goals, and identify the activities that will be implemented to achieve the stated goals. Additionally, this component will include identifying the partners that will participate in the Plan. The City has requested Leon County participate as an “implementing partner” of the proposed Tallahassee-Leon County Promise Zone.

Memorandum of Understanding

The Promise Zone application requires a Memorandum of Understanding (MOU) between the lead organization and “implementing partners” describing each organization’s role in the Promise Zone Plan (Attachment #1). As the lead organization, the City has prepared a proposed MOU with the “implementing partners” including Leon County, Tallahassee Community Redevelopment Agency, the Tallahassee Housing Authority, Leon County Schools, the United Way of the Big Bend, Tallahassee Community College, and the Florida Department of Juvenile Justice. Each implementing partner has an exhibit in the MOU that details their contributions to the Tallahassee-Leon County Promise Zone. Leon County Schools, Tallahassee Community College, and the Florida Department of Juvenile Justice have committed to take the necessary steps to obtain approval to join the MOU prior to December 31, 2014, but at the time of this report, had not provided an exhibit that outlined their commitments.

The City will identify a number of supporting partner organizations, which will also serve as resources in meeting the Plan goals. Some of the identified supporting partners include:

- Florida A&M University
- Florida State University
- Council on Cultural Arts
- NAACP
- Tallahassee Urban League
- Tallahassee Lenders Consortium
- Habitat for Humanity
- Bethel Community Development Corporation
- Big Bend Community Development Corporation
- Economic Development Council
- Small Business Development Center
- CareerSource Capital Region
- Greater Tallahassee Chamber of Commerce
- Jim Moran Institute
- Big Bend Minority Chamber of Commerce
- Capital City Chamber of Commerce
- United Partners for Human Services
- Big Bend Homeless Coalition

The proposed MOU states the County's commitment to provide services and programs that are currently, or anticipated to be, provided within the proposed Tallahassee-Leon County Promise Zone in order to achieve the goals identified in the Plan. The services and programs identified have already been approved and funded by the Board. The MOU does not propose any new programs and services. County services and programs discussed within the MOU include:

- Economic Development (Domi Station business incubator, support of Innovation Park, job search assistance, etc.).
- Primary Healthcare (Leon County CareNet program, support of Dental Clinic and community health centers, etc.).
- Human Services (County's Direct Emergency Assistance Program, Community Human Services Partnership, etc.).

The MOU identifies the following Sales Tax infrastructure projects planned within the proposed Tallahassee-Leon County Promise Zone:

- Airport Gateway (Springhill Road from Capital Circle Southwest to Orange Avenue and Lake Bradford Road from Orange Avenue to Gaines Street)
- Florida A&M Entry Points
- Monroe-Adams Corridor Placemaking
- Orange/Meridian Placemaking
- Beautification and Improvements to the Fairgrounds
- Orange Avenue Widening (Adams Street to Springhill Road)
- Madison Mile Convention District
- Build Bike Route System (implementation of the Bicycle and Pedestrian Master Plan)
- County/City Sidewalk Projects
- College Avenue Placemaking
- StarMetro Improvements

As reflected in the MOU, the Tallahassee Promise Zone Implementation Committee (Committee) would be established to achieve the goals of the Promise Zone. The Committee, which would be staffed by the City, would be comprised of staff of the implementing partners with the appropriate expertise to address the goals of the Promise Zone. The Committee includes six subcommittees to focus on implementing each of the Promise Zone Plan goals. County staff would co-chair the Economic Opportunity subcommittee with City and CRA staff to coordinate Promise Zone Plan initiatives related to economic development. County staff would also co-chair the and Health & Wellness subcommittee with City and United Way staff to coordinate Promise Zone Plan initiatives related to community health.

Conclusion

This partnership in applying for Promise Zone designation provides further opportunity for the County and City to collaborate on addressing the issues on the Southside. Additionally the Promise Zone designation would help community partners who seek federal grants to revitalize the areas of the proposed Tallahassee-Leon County Promise Zone. The additional preference points from Promise Zone designation could make a significant difference in the County's ability to secure selected federal grants. Therefore, staff recommends the Board authorize the County Administrator to execute an MOU with the City as an implementing partner of the proposed Tallahassee-Leon County Promise Zone. Staff would continue to work with the City to finalize the proposed MOU.

Options:

1. Approve the proposed Memorandum of Understanding with the City of Tallahassee regarding Application for Federal Promise Zone designation (Attachment #1), and authorize the County Administrator to execute in a form approved by the County.
2. Do not approve the proposed Memorandum of Understanding with the City of Tallahassee regarding Application for Federal Promise Zone designation.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Tallahassee-Leon County Promise Zone Memorandum of Understanding
2. Letter from City Manager regarding Promise Zone application
3. List of Federal Programs by Agency affiliated with the Promise Zones Initiative
4. Tallahassee-Leon County Promise Zone Area Map

Tallahassee/Leon County Promise Zone Memorandum of Understanding

With the City of Tallahassee and Partners

This Memorandum of Understanding (MOU) is hereby entered into this 21st day of November 2014 for the purpose of implementing the Promise Zone in the City of Tallahassee. This agreement provides evidence of the commitment by the City of Tallahassee (“City” or “Lead Agency”) and Leon County, Leon County Schools, Tallahassee Housing Authority, Tallahassee Community College, United Way of the Big Bend, Tallahassee Community Redevelopment Agency, and the Florida Department of Juvenile Justice (the “Implementation Partners”; collectively, the “Parties”) to support the Promise Zone Plan and to coordinate their resources and activities to achieve the Promise Zone Plan Goals.

The Tallahassee/Leon County Promise Zone is a designated area within the City of Tallahassee which exhibits high levels of poverty, crime, unemployment and vacant and deteriorated housing . The Tallahassee/Leon County Promise Zone Plan is designed to achieve the Promise Zone Program objectives of: creating jobs, increasing economic activity, improving educational opportunities, reducing serious violent crime and leveraging private capital. The Tallahassee/Leon County Promise Zone Plan has established six goals to meet those objectives: (1) reduce violent crime through resident engagement, leadership development and targeted programs, (2) promote private investment, enhance existing businesses and create jobs, (3) increase educational opportunities and training for youth and adults, (4) improve health, wellness and the quality of life for residents, (5) improve resident involvement and strengthen neighborhood organizations, and (6) improve the quality of existing housing and encourage the development of affordable and market rate housing.

The City and the Implementation Partners commit to work cooperatively and within the Tallahassee/Leon County Promise Zone Implementation Committee to achieve the Promise Zone Plan goals. The Parties to the MOU agree to:

- a. Participate in the Tallahassee/Leon County Promise Zone Implementation Committee and regularly attend the Committee meetings and workshops.
- b. Share program and performance data regarding activities within the Promise Zone to monitor progress in reaching the Promise Zone Plan goals and to meet the reporting requirements of the Promise Zone Program.
- c. Promote the Tallahassee/Leon County Promise Zone and recruit participation by families, residents, and businesses located within the Promise Zone.
- d. To the extent feasible, align and coordinate all relevant investments in the Promise Zone with the goals and objectives identified in the Promise Zone Plan.
- e. Work to identify funding opportunities over the 10 year implementation period of the Promise Zone designation which can be directed to the support the Promise Zone Plan goals.
- f. Identify changes in policies and programs which could increase coordination and the effectiveness of services provided within the Promise Zone.

- g. Implement the programs and commitments identified by each Party as described in the MOU exhibits.

MOU Partners Roles

City of Tallahassee

The City of Tallahassee will serve as the Lead Agency for the designated Promise Zone and will be responsible for grant administration and for reporting and disseminating information. The City Manager will direct the designated City Departments to fulfill the responsibilities and commitments outlined in this MOU and enumerated in the Promise Zone proposal. Specifically: The Department of Economic and Community Development (“ECD”) will serve as the Chair of the Promise Zone Implementation Committee and provide the necessary administrative support for the Committee. ECD will directly support the Housing, Economic Development and Health and Wellness Sub-committees of the Implementation Committee by providing appropriate staff to serve as co-chairs for those subcommittees. The Tallahassee Police Department will participate as a co-chair of the Public Safety sub-committee of the Implementation Committee. The City will support the resident engagement efforts identified in the Promise Zone application through the City’s Departments of Communications and Parks, Recreation and Neighborhood Affairs. The City will provide the specific program and funding commitments for the Promise Zone as identified in Exhibit C.

Leon County

The Leon County government provides a number of programs and services to the residents of the proposed Tallahassee/Leon County Promise Zone. The County commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as co-chairs on the Economic Opportunity and Health and Wellness subcommittees. Leon County will provide specific program and funding commitments for the Promise Zone as identified in Exhibit D.

Tallahassee Housing Authority

The Tallahassee Housing Authority provides affordable rental housing to low income residents in Leon County. The Authority operates three major affordable housing developments within the proposed Tallahassee Zone boundaries and provides Section 8 Vouchers to a number of residents in the designated area. The Authority commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as a co-chair on the Housing subcommittee. The Authority will provide specific program and funding commitments for the Promise Zone as identified in Exhibit E.

United Way of the Big Bend

The United Way of the Big Bend provides funds to support many non-profit agencies which provide needed services to the residents of the proposed Tallahassee/Leon County Promise Zone. The United Way has a 17 year partnership with the City and Leon County through the Community Human Services

Partnership (CHSP) to strategically address the health and human service needs of the community. The United Way commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as a co-chair on the Health and Wellness subcommittee. The United Way will provide specific program and funding commitments for the Promise Zone as identified in Exhibit F.

Tallahassee Community Redevelopment Agency

The Tallahassee Community Redevelopment Agency provides funding and assistance to support redevelopment and revitalization activities within the designated Frenchtown/Southside and Downtown Redevelopment Districts. A large portion of the proposed Tallahassee/Leon County Promise Zone falls within the boundaries of the Community Redevelopment Agency. The Agency commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as a co-chair on the Economic Opportunity subcommittee. The Agency will provide specific program and funding commitments for the Promise Zone as identified in Exhibit G.

Florida Department of Juvenile Justice

The Florida Department of Juvenile Justice currently provides a number of programs and services to reduce gang activity, reduce youth crime and to help in the rehabilitation of offenders. One example of a highly successful program that has been done in conjunction with the City is the Restorative Justice Program. The proposed Tallahassee/Leon County Promise Zone is an identified high crime area and many of the Department's services are focused on residents from the designated area. The Department commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as a co-chair on the Public Safety subcommittee. The Department will provide specific program and funding commitments for the Promise Zone as identified in Exhibit H.

Leon County Schools

Leon County Schools is a top performing School District which provides primary education to 33,000 students and manages 48 educational facilities. The District also runs a comprehensive Adult & Community Education (ACE) program which is the primary adult education provider in the community. ACE offers adult and vocational training at 25 locations as well as on line programs. Classes offered through ACE include: GED preparation, Literacy, ESOL, classes for adults with disabilities and senior learning. The Foundation for Leon County Schools is a non-profit affiliate which supports the Leon County School programs. There are eight public schools located within the proposed Promise Zone. A number of specialized programs and services are offered through these schools to Promise Zone residents. The School District will provide specific program and funding commitments for the Promise Zone as identified in Attachment I.

Tallahassee Community College

Tallahassee Community College (TCC), founded in 1966 is an open admission, comprehensive 2-year institution that serves over 13,500 students. According to 2014 Community College Week Magazine, TCC is the nation's top producer of Associate degrees awarded to African Americans. Moreover, year after year the college is the number one source of transfer students to FAMU and FSU. TCC meets the needs to the PZ residents by offering Associate of Arts (AA) and Science (AS) in 25 programs, 35 certificate programs and 17 vocational certificates, and robust Adult Education and ESOL Programs.

TCC is a major contributor to the community's economic development efforts providing both academic and vocational training. TCC works closely with local businesses and industry to develop customized job training programs to provide a skilled local workforce. TCC is committed to working with the Promise Zone to help address the employment and educational needs of the area residents. TCC will provide specific program and funding commitment for the Promise Zone as identified in Attachment J.

Tallahassee/Leon County Promise Zone Memorandum of Understanding

I have reviewed the Memorandum of Understanding, including the specific roles and duties for my organization, and commit to those roles and duties as described.

AGREED TO:

Anita Favors Thompson, City Manager
City of Tallahassee

AGREED TO:

Vincent S. Long, County Administrator
Leon County

AGREED TO:

Heather Mitchell, President & CEO
United Way of the Big Bend Inc.

AGREED TO:

Jackie Pons, Superintendent
Leon County Schools

AGREED TO:

Andrew Gillum, Chair
Tallahassee Community Redevelopment Agency

AGREED TO:

Brenda Williams, Executive Director
Tallahassee Housing Authority

AGREED TO:

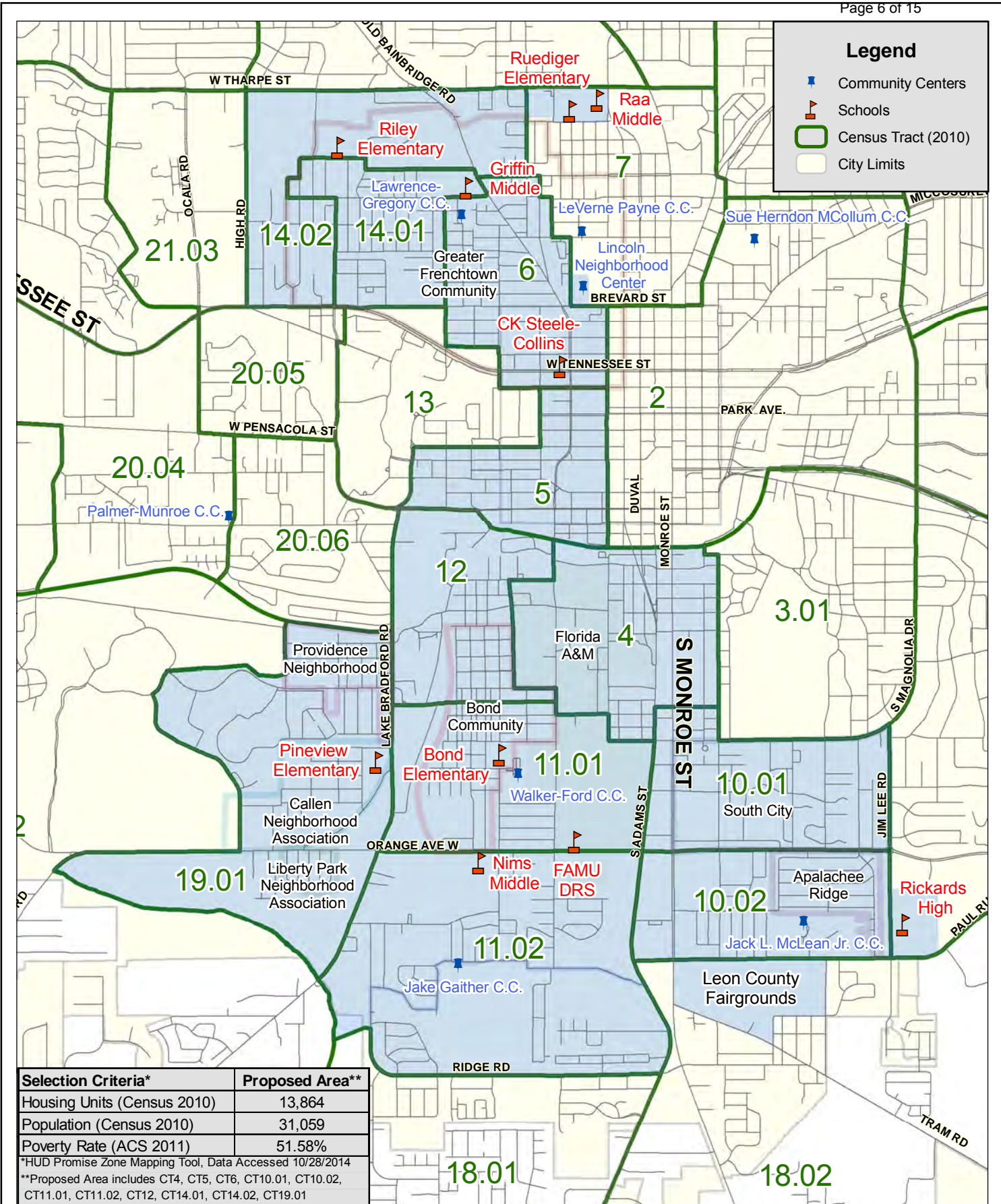
Christina K. Daly, Interim Secretary
Florida Department of Juvenile Justice

AGREED TO:

Jim Murdaugh, President
Tallahassee Community College

EXHIBITS

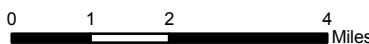
- Exhibit A: Map of Tallahassee/Leon County Promise Zone
- Exhibit B: Promise Zone Implementation Committee
- Exhibit C: City of Tallahassee Zone Commitments
- Exhibit D: Leon County Zone Commitments
- Exhibit E: Tallahassee Housing Authority Zone Commitments
- Exhibit F: United Way of the Big Bend Zone Commitments
- Exhibit G: Tallahassee Community Redevelopment Agency Zone Commitments
- Exhibit H: Florida Department of Juvenile Justice Zone Commitments
- Exhibit I: Leon Schools Zone Commitments
- Exhibit J: Tallahassee Community College Zone Commitments



Selection Criteria*	Proposed Area**
Housing Units (Census 2010)	13,864
Population (Census 2010)	31,059
Poverty Rate (ACS 2011)	51.58%

*HUD Promise Zone Mapping Tool, Data Accessed 10/28/2014
 **Proposed Area includes CT4, CT5, CT6, CT10.01, CT10.02, CT11.01, CT11.02, CT12, CT14.01, CT14.02, CT19.01

Promise Zone
Proposed Boundaries



This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product 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 and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



Tallahassee Promise Zone Implementation Committee

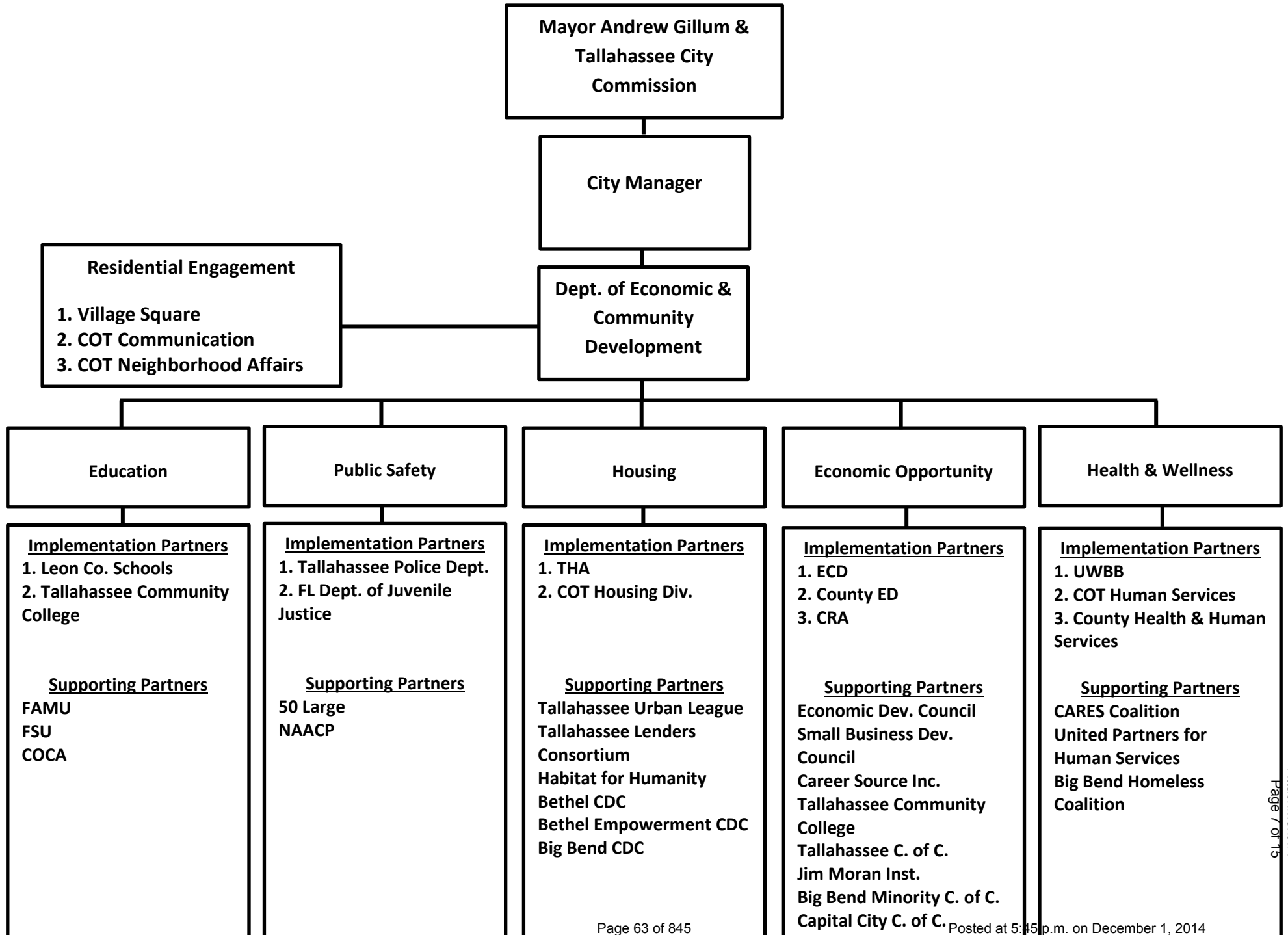


Exhibit B

Attachment #1
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City of Tallahassee Commitments

The following capital projects will be done in the Tallahassee/Leon County Promise Zone during the 10 year term of the designation.

- FAMU Way Extension: \$38,000,000 project which will construct a new landscaped boulevard within the Promise Zone adjacent to Florida Agricultural and Mechanical University (FAMU).
- Cascades Trail Extension: \$17,000,000 project which will provide a bike trail and greenway adjacent to the FAMU Way extension and will connect with existing bike trial network.
- Orange Ave. Bridge Replacement: \$537,500.
- Capital Cascades Connector Bridge: \$1,402,500.
- Reconstruction of Railroad Ave: \$2,500,000
- Curb, gutter and sidewalk on Flipper St.: \$400,000
- Orange Ave. sidewalk construction: \$1,662,946

This represents a total of \$61,502,946 in capital improvement projects which the City is committed to complete within the proposed Promise Zone within the prescribed 10 year designation.

Specific Project Commitments for 10 years and beyond

The Leon County voters recently approved an extension of a local option sales tax which will generate approximately \$756 million over the next 30 years. Specific capital projects have been identified in the sales tax program as well as discretionary funds for both the City and County for capital projects which they identify. The City and County jointly participate in the management and oversight of the sales tax funded projects. Leon County has agreed to serve as an Implementation Partner for the Tallahassee/Leon County Promise Zone. The following projects will take place in the Tallahassee/Leon County Promise Zone though they may not be implemented in the initial 10 year designation period.

- College Ave. placemaking improvements: \$7,000,000.
- FAMU entrance improvements: \$1,500,000.
- Monroe/Adams corridor placemaking improvements: \$7,000,000.
- Orange/Meridian placemaking improvements: \$4,100,000.
- Fairground improvements: \$12,000,000.
- Southside Gateway improvements: \$29,700,000.
- Orange Ave. widening: \$33,100,000.
- Madison Mile Convention District: \$20,000,000.

This represents a total of \$114,400,000 in capital improvement projects which are committed to be completed in the propose Promise Zone.

Leon County Commitments

Leon County will be an Implementation Partner for the Tallahassee-Leon County Promise Zone (Promise Zone) and will work with the City of Tallahassee to coordinate services and programs provided by partnering agencies and to meet Promise Zone Plan goals in economic development and improving community health. Leon County will strive to accomplish these goals through the following programs and initiatives:

Economic Development

Leon County recognizes that the best means of reducing poverty among Promise Zone residents is to help them secure well-paying jobs and/or starting their own business. The following are a number of initiatives the County will implement to spur economic development:

- Create and maintain a business incubator facility with Domi Ventures in the Promise Zone area. Domi will operate the business incubator, providing mentorship, training, resources, and access to capital funding to entrepreneurs in the Promise Zone area.
- Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity.
- Consider policy to encourage redevelopment of vacant commercial properties.
- Identify and modify regulations to enhance business development
- Support the Innovation Park research complex in commercialization and technology transfer.
- Develop job search kiosk for veterans.
- Provide job search assistance for citizens on probation or supervised pretrial release.
- Partner with the Tallahassee-Leon County Economic Development Council to provide incentives that attract new businesses and allow local businesses to expand.

Sales Tax Infrastructure Projects

New jobs will be created by creating and improving infrastructure throughout Leon County, both through construction and through private development made possible by the infrastructure improvements. The Florida Local Government Infrastructure Surtax (sales tax) currently generates approximately \$37.8 million annually in Leon County and is shared between the County, City of Tallahassee, and Blueprint 2000 to implement infrastructure projects throughout Leon County. The current phase of projects will be complete in 2019 and a new phase of projects will begin. From 2020 to 2040, the sales tax is expected to generate \$756,000,000 that will be leveraged to implement many infrastructure projects throughout Leon County. Of the 2020 sales tax projects, up to \$220,648,138 could be invested in the designated Promise Zone area through eleven projects implementing road, multimodal, place-making, public transit, stormwater, and other types of infrastructure improvements.

Primary Healthcare

Leon County strives to improve the health of our citizens through collaborative community partnerships with health care providers. Leon County's CareNet program delivers primary healthcare and specialty care services to the many uninsured residents in the Promise Zone through partnerships with local healthcare providers. Additionally, census tracts within the Promise Zone are designated as medically underserved areas by the U.S. Department of Health and Human Services. As a result, the County's annual funding of up to \$1.7 million significantly expands access to care for of residents on the Promise Zone. The facilities, programs, and services offered by the County's healthcare partners are largely located in the Promise Zone, providing greater access and convenience to patients. These partnerships provide high quality and cost effective health care for our uninsured and financially indigent residents. Partnering with state and federal agencies has allowed the County to effectively leverage available funds and increase the impact on the targeted population.

Three of the entities funded by the County (Bond Community Health Center, the Neighborhood Medical Center and the FAMU Pharmacy/Diabetes Partnership) are located within the boundaries of the Zone, while the others provide services to the residents of the Zone. The County provides up to \$1.7 million annually to these partners, leveraging up to \$2.8 million in State and Federal funding. The County also provides up to \$400,000 in funding to the Leon County Health Department and the Tallahassee Memorial Hospital Trauma Center which in turn leverages over \$800,000 in State and Federal funding.

Dental Clinic

The Leon County Health Department Center for Dental Care and Prevention is located in the heart of the Promise Zone area and provides comprehensive dental services to youth and young adults ages 2 – 21 in local communities at no out of pocket cost to families. The Clinic also educates the community about dental health through presentations at schools, community groups, and health fairs.

Human Services

Leon County enhances the quality of life for our residents by providing resources and access to social services. The County partners with the City of Tallahassee and the United Way of the Big Bend in an innovative process called the Community Human Services Partnership (CHSP). Up to \$4.3 million is distributed by the partners, funding 92 programs that provide a multitude of human services such as weekend meals, pregnancy counseling and adoption, rape crisis and emergency resources. The County also has a Direct Emergency Assistance Program to provide financial support to prevent homelessness and hunger and promote health and safety.

TALLAHASSEE HOUSING AUTHORITY

The goal of the THA is to improve the quality of existing housing and the development of affordable and market rate housing. THA selected three experienced Developers in the fall of 2013 to serve as development partners for the revitalization of the THA public housing communities. Two of the THA's large properties, Springfield Apartments and Orange Avenue Apartments (approximately 200 units each) located in the proposed Promise Zone are over 40 years in age and have deficiencies which include aging infrastructure, erosion, property and unit obsolescence and lacking in typical amenities. These sites are in dire need of redevelopment either through substantial rehabilitation or through demolition and rebuilding. It is planned for each revitalized public housing site to include both elderly and family components, blending the best practices of redevelopment and rehabilitation (where plausible), to reinvigorate the entire community and provide 21st Century affordable housing and related services for future generations.

The THA revitalization plan is one that will be responsive to the needs of the communities for years to come. The overall plan for each large site allows for redevelopment in a diverse fashion and promotes housing for all types: seniors and families; units at affordable rents alongside those at extremely low-income which need rental assistance; able-bodied households; and households that include residents with physical and other challenges. The proposed new diversity of product types, and the blend of designs, will promote diversity of product types, and the blend of designs, will promote diversity and a sense of community.

The program/services offered by the THA include the following:

1. Public Housing Program
2. Housing Choice Voucher Program
3. Veterans Affairs Supportive Housing Program
4. The Residential Opportunities and Self Sufficiency (ROSS) Program
5. Family Self-Sufficiency (FSS) Program
6. Homeownership Program

The United Way of the Big Bend (UWBB) commits to serve as an Implementation Partner and to actively participate on the Tallahassee/Leon County Promise Zone Implementation Committee and to provide appropriate staff to serve as a co-chair on the Health and Wellness subcommittee. In addition to that, as part of the scope of work through Promise Zone Proposal, we commit to the following:

Goal 1: Reduce violent crime through resident engagement, leadership development and targeted programs.

- UWBB commits to provide funding for programs aimed at reducing crime through the Community Human Services Partnership (CHSP). This includes support for mentoring programs that provide leadership development training in the identified Promise Zone areas.
- UWBB commits to serve as a member of the City's Gun Violence Committee, working with other community partners to address the community's high gun violence rates in the identified Promise Zone areas.

Goal 2: Promote private investment, enhance existing businesses and create jobs.

- UWBB commits to provide funding for programs that focus on work in the identified Promise Zone area, providing resources for jobs such as counselors, medical professionals and school support through our partners agencies.

Goal 3: Increase educational opportunities and training for youth and adults.

- UWBB commits to provide funding of programs through the Community Human Services Partnership (CHSP) that support educational opportunities for adults such as GED assistance, financial literacy and job skills training for adults in the identified Promise Zone areas.
- UWBB commits to provide funding of programs through the Community Human Services Partnership (CHSP) that support educational opportunities for youth in an after school setting. Opportunities include STEM, cultural arts and physical activity in the identified Promise Zone areas.
- UWBB commits to providing an early learning literacy in the identified Promise Zone areas. This will be done through ReadingPals, an initiative that seeks to pair struggling readers in grades K-3rd with a mentor one hour a week for 25 weeks. This program also provides each participating student with a brand new book each week. Students are tested throughout the year to mark progress.

Goal 4: Improve health, wellness and the quality of life for residents.

- UWBB commits to provide funding for health services through the Community Human Services Partnership (CHSP). This includes support for basic health care needs such as physical exams, vaccination shots and prescription medicine, as well as specialty care services such as help for those with HIV, end of life care, and prenatal assistance in the

identified Promise Zone areas.

- UWBB commits to providing access to dental care for all second graders in the identified Promise Zone areas through its SMILE UNITED initiative. Through this initiative, every 2nd grader in the designated areas will receive dental education, a dental exam by a dentist, dental cleaning, dental sealants and appropriate referrals for further dental care work if needed.

Goal 5: Improve resident involvement and strengthen neighborhood organizations.

- UWBB commits to provide support the City's Community Neighborhood Revitalization Partnership in the identified Promise Zone areas.

Goal 6: Improve the quality of existing housing and encourage the development of affordable and market rate housing.

- UWBB commits to provide emergency funding for housing needs through the Community Human Services Partnership (CHSP) in the identified Promise Zone areas.
- UWBB commits to working with the Big Bend Continuum of Care Homelessness Board to create community priorities that include affordable housing – both existing and new – for the homeless identified in the identified Promise Zone areas.



The Tallahassee Community Redevelopment Agency (CRA) is proud to partner with the City of Tallahassee and the other MOU Partners in the City's Promise Zone application. The mission of the CRA is to address the documented conditions of blight that existing within the agency's two redevelopment districts – the Greater Frenchtown/Southside (GFS) Community Redevelopment Area and the Downtown District (DD) Community Redevelopment Area. The CRA collects dedicated revenue in the form of tax increment funds from the City of Tallahassee and Leon County, as well as revenue from other sources, which are reinvested within the redevelopment district from which they were generated. For FY 2015, that represents approximately \$2.8 million in available program and project revenues.

Many of the CRA's current programs and projects are working to address the five objectives of the Promise Zone Program, as well as the six goals outlined in the Tallahassee Promise Zone Plan. In addition, the majority of the proposed Tallahassee Promise Zone is within the boundaries of the CRA's two redevelopment districts.

To the extent that activities in support of Tallahassee Promise Zone goals occur within sections of the GFS and/or DD redevelopment areas that are also within the Promise Zone area, and the activities are consistent with the relevant community redevelopment plans, the CRA is able to commit the resources listed below to the Tallahassee Promise Zone application. Unless otherwise noted, the funding levels described below are based on the adopted FY 2015 CRA Budget, which covers both the Greater Frenchtown/Southside and Downtown District Community Redevelopment Areas.

- **Affordable Housing Funds - \$350,000.** For FY 2015 the CRA plans to leverage its funds with affordable housing funds provided by the City of Tallahassee to purchase vacant and dilapidated properties within sections of the Promise Zone for construction of new affordable homes. However, the funds can be also be used for multiple affordable housing initiatives, including but not limited to land acquisition, owner-occupied home repairs, renter-occupied home repairs, emergency home repairs, and home-buyer assistance. The long-term goal of the CRA is promote mixed-income housing within the two redevelopment areas.
- **Commercial Façade Improvement Grants - \$325,000.** Grant funds of up to \$50,000 are available to commercial property owners and tenants in the redevelopment districts for improvements to the exterior of their buildings or businesses. As a way to promote private investment within the redevelopment areas, the program requires applicant to provide a dollar-for-dollar match in applicant funds.
- **Commercial Painting Grants - \$45,000.** Provides grant funds of up to \$5,000 per parcel for commercial property owners and tenants in the redevelopment districts to paint the exterior of their buildings or businesses. No match is required under this program

- Loan Guarantee Program - \$50,000. This is a new program that is still under development and will likely be implemented as a pilot program first. The intent of the program is to promote private investment, help existing businesses expand or new businesses to start by providing local banks with loan guarantees to businesses within the GFS redevelopment area. Initial discussions with a local bank experienced in small business development indicate that each \$50,000 loan guarantee would generate between \$250,000 and \$500,000 in small business loans.
- Promotional and Special Events - \$70,000. Since FY 2010, the CRA has set aside funds for promotional and special event programs in both the GFS and DD redevelopment areas. The goal of the program is to increase awareness of the unique contributions the neighborhoods and neighborhood organizations in the redevelopment areas bring to the community. The program also helps promote resident involvement in their neighborhood and increase neighborhood/homeowner association activities.
- Frenchtown and Southside Neighborhood Investment - \$100,000 (\$50,000 each neighborhood). The CRA has set aside \$50,000 for both the Frenchtown and Southside neighborhoods in the GFS redevelopment area for minor neighborhood beautification, quality of life improvements and related projects. As the CRA develops and implements its Investment Plan, the amount of funds set aside for neighborhood investments is expected to increase.
- Frenchtown Heritage Farmers' Market - \$500,000. In recognition that sections of the GFS redevelopment area are designated by the FDA as a food desert in several categories, the CRA has committed \$500,000 toward the development of a farmer's market in the Frenchtown community. The funds can be used to purchase land and improvements, facility construction, as well as furnishings, fixtures and equipment for the market.
- South Towne and South City Shopping Center Improvements - \$200,000. The South Towne and South City shopping centers represent a gateway to downtown Tallahassee through the southern section of the Tallahassee Promise Zone. In partnership with the shopping centers' landlord, the CRA has committed \$200,000 for landscape and streetscape improvements to the shopping center parking lots. The landlord will match the CRA commitment. In addition, the City will provide streetscape improvements along the portion of South Monroe Street that separates the two shopping centers.

In addition to the above, the CRA currently has a balance of more than \$1.0 million in uncommitted funds that could be used for programs and projects that support the proposed Tallahassee Promise Zone. Finally, CRA future year funding levels are expected to grow as new developments are added to the tax rolls and property values in both redevelopment districts increase. This could provide a dedicated funding source for Promise Zone programs and projects that also meet the mission of the CRA.

Questions regarding CRA programs and services available for use in support of the Tallahassee Promise Zone should be directed to Roxanne Manning, CRA Executive Director, at 850-891-8354 or Roxanne.Manning@talgov.com.



November 12, 2014

Vincent S. Long
County Administrator
301 S. Monroe Street
Tallahassee, FL. 32301

RE: Participation in Federal Promise Zone Application

Dear Vince:

The City is pursuing a federal Promise Zone designation. The designation could provide access to federal grant resources which could benefit distressed areas of our community. Promise Zones are selected through a competitive process and we are preparing an application which is due on November 21, 2014. A Promise Zone is a defined area composed of contiguous census tracts which have a combined poverty rate of 33% or greater. The proposed Promise Zone should be an area where efforts are to reduce high unemployment; vacant residential properties and high crime are being attempted.

County and City staff have participated in a process to identify the proposed Promise Zone (map attached). The proposed area includes 12 census tracts with a total population of 31,059 and an overall poverty rate of 51.58%. This area also exhibits high crime, unemployment and vacant properties which meet the Promise Zone selection criteria. While we have focused on census tract borders for the boundaries we included some adjacent parcels, such as the Leon County Fair Grounds, which could potentially benefit from the Promise Zone designation. This proposed area includes neighborhoods such as Frenchtown, Apalachee Ridge, South City, Providence and Bond which have been the focus of both City and County revitalization efforts.

The application calls for a preliminary Memorandum of Understanding (MOU) with those entities (implementing partners) which are critical to the success for revitalization of the proposed Promise Zone. We believe Leon County's participation is critical to this project and will be seeking your participation in the preliminary MOU. This MOU will enumerate the programs and projects which will benefit the proposed Promise Zone. Both our governments have facilities in, and provide services to, the proposed Promise Zone. Additionally, the Sales Tax Extension also has projects in this area. The Promise Zone designation is for a minimum of 10 years so it coincides with the Sales Tax Extension timeframe.

CITY HALL
300 S. Adams Street
Tallahassee, FL 32301-
1731
850-891-0000
TDD: 711 •
Talgov.com

JOHN R. MARKS, III
Mayor

ANITA F. THOMPSON
City Manager

ANDREW D.
GILLUM
Commissioner

LEWIS E. SHELLEY
City Attorney

SCOTT MADDOX
Commissioner

JAMES O. COOKE,
IV
City Treasurer-Clerk

NANCY MILLER
Commissioner

T. BERT
FLETCHER
City Auditor

GIL D. ZIFFER
Commissioner

Our staffs are currently working to develop an inventory of programs and services which we can feature in the Promise Zone application. I greatly appreciate the collaboration which is taking place in this effort.

The City Commission will be taking action on November 12th to authorize submission of the Promise Zone application. We are working to have the language for the preliminary MOU completed by November 14th. If you feel that it will be necessary for your Commission to formally approve your participation in the preliminary MOU, and that cannot be accomplished by the November 21st application deadline, we can proceed with the application and indicate a date when the County will take action. Given the short turnaround for this application, the commitments which we and the implementing partners will be making in this preliminary MOU will be drawn from the inventory of approved programs and projects which can be directed to the proposed Promise Zone.

Please let me know how we should proceed regarding the County's participation in the Promise Zone application process. Michael Parker, Director of Economic and Community Development, is coordinating the City's effort and he has been working with Cristina Paredes and her staff for the County's input. I have attached a briefing piece which we prepared for the Economic Development Target Issue Committee which provides some additional detail on the Promise Zone selection process.

Sincerely,



Anita Favors Thompson
City Manager

Attachments: Promise Zone Map
Economic Development Target Issue Committee Report

Cc Mayor & Commission
Michael Parker

2014 Promise Zone Federal Programs

Primary Category = ● Secondary Category = □													Promise Zone Fact Sheet	
	Access to Capital	Asset Building	Business Assistance	Community Capacity Building	Economic Development	Education	Healthy Food Access	Health	Housing	Human Services and Family Support	Community Infrastructure	Public Safety	Workforce Development	
U.S. Department of Agriculture														
Community Facilities Direct Loan & Grant Program	●					□		□			□	□		https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Community-Facilities-Program.pdf
Community Food Projects			□			●								https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Community-Food-Projects.pdf
Farmers Market Promotion Program						●								https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Farmers-Market-Promotion-Program.pdf
Housing Preservation Grants							●							https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Housing-Preservation-Grants.pdf
Local Food Promotion Program						●								https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Local-Food-Promotion-Program.pdf
Rural Community Development Initiative			●	□								□		https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Rural-Community-Developments-Initiative.pdf
Self-Help 523 TA Grants							●							https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-USDA-Self-Help-523-TA-Grants.pdf
U.S. Department of Commerce														
Economic Development Assistance Programs					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-EDA-EconomicDevelopmentAssistance.pdf
Corporation for National and Community Service														
AmeriCorps VISTA			●											https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-CNCS-AmeriCorpsVista.pdf
Social Innovation Fund			●											https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-CNCS-SocialInnovationFund.pdf
U.S. Department of Education														
School Climate Transformation Grants					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-ED-SchoolClimate.pdf
Project Prevent Grants					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-ED-ProjectPrevent.pdf
GEAR UP					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-ED-GEARUP.pdf
Charter Schools Program Replication and Expansion Grant					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-ED-CharterSchoolsProgramGrants.pdf
Full Service Community Schools Grant					●									https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-ED-FullServiceCommunity.pdf

2014 Promise Zone Federal Programs

Primary Category = ● Secondary Category = ☐

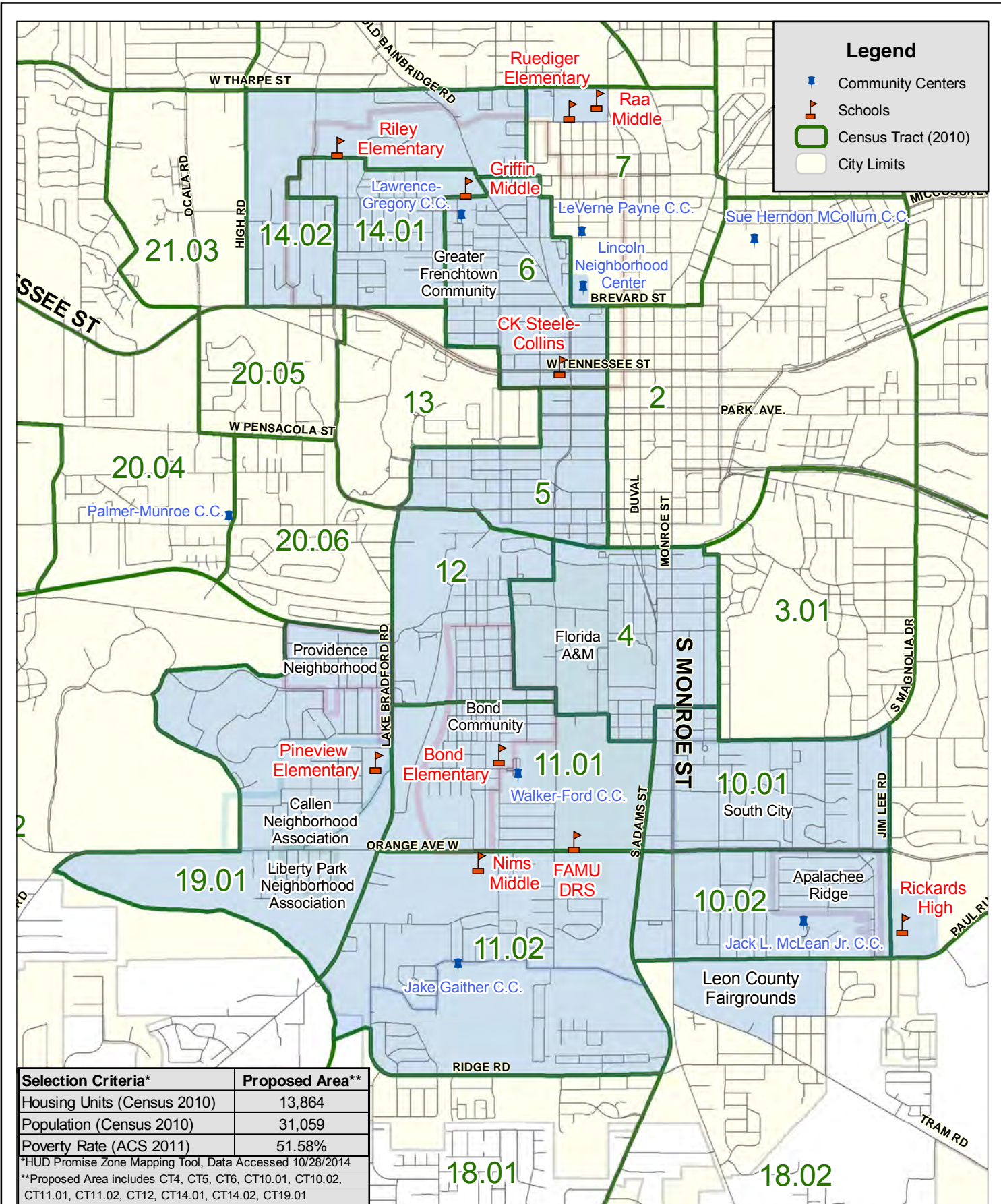
	Access to Capital	Asset Building	Business Assistance	Community Capacity Building	Economic Development	Education	Healthy Food Access	Health	Housing	Human Services and Family Support	Community Infrastructure	Public Safety	Workforce Development	
Promise Zone Fact Sheet														
U.S. Department of Health and Human Services														
Assets for Independence		●												https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-AssetsforIndependence.pdf
Community Economic Development Program	☐			●	☐								☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-CED.pdf
Community Economic Development Program - Healthy Food Financing Initiative Program	☐			☐	●								☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-CED-HFFI.pdf
Community Health Centers							●							https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-Community-Health-Centers.pdf
Community Services Block Grants		☐	●	☐	☐	☐	☐	☐	●	☐	☐	☐	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-Community-Services-Block-Grant.pdf
Healthy Start							●		☐					https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-Healthy-Start.pdf
Teen Pregnancy Prevention Program									●					https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HHS-TeenPregnancyPrevention.pdf
U.S. Department of Housing and Urban Development														
Choice Neighborhoods Implementation Grant		☐		☐	☐	☐	☐	●	☐	☐	☐	☐	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HUD-ChoiceNeighborhoodsImplement.pdf
Choice Neighborhoods Planning Grant	☐	☐		☐	☐	☐	☐	●	☐	☐	☐	☐	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HUD-ChoiceNeighborhoodsPlanning.pdf
Community Development Block Grant for Indian Tribes and Alaska Native Villages	☐			●										https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-HUD-ICDBG.pdf
U.S. Department of Justice														
Byrne Criminal Justice Innovation Program													●	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-DOJ-BCJIPProgram.pdf
COPS Hiring Program													●	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-DOJ-CHP.pdf

Primary Category = ● Secondary Category = ☐

Promise Zone Fact Sheet

Access to Capital
Asset Building
Business Assistance
Community Capacity Building
Economic Development
Education
Healthy Food Access
Health
Housing
Human Services and Family Support
Community Infrastructure
Public Safety
Workforce Development

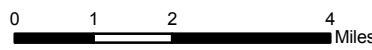
U.S. Department of Labor															
Re-integration of Ex-Offenders													☐	●	http://hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-DOL-RExO.pdf
Trade Adjustment Assistance Community College and Career Training Initiative												☐		●	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-DOL-TAACCT.pdf
YouthBuild													☐	●	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-DOL-YouthBuild.pdf
U.S. Small Business Administration															
Micro Entrepreneurship Initiative	●												☐		https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-SBA-MicroEntrepreneurship.pdf
HUB Zone													☐	●	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-SBA-HUBZones.pdf
Women's Business Centers													●	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-SBA-WomensBusinessCenters.pdf
Office of Native American Affairs and Technical Assistance													●	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-SBA-ONAA.pdf
U.S. Department of the Treasury															
New Markets Tax Credit Program	●												☐	☐	https://www.hudexchange.info/onecpd/assets/File/Promise-Zones-Fact-Sheets-Treasury-NMTC.pdf



Selection Criteria*	Proposed Area**
Housing Units (Census 2010)	13,864
Population (Census 2010)	31,059
Poverty Rate (ACS 2011)	51.58%

*HUD Promise Zone Mapping Tool, Data Accessed 10/28/2014
 **Proposed Area includes CT4, CT5, CT6, CT10.01, CT10.02, CT11.01, CT11.02, CT12, CT14.01, CT14.02, CT19.01

**Promise Zone
Proposed Boundaries**



This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product 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 and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Commissioners' Appointments to the Human Services Grant Review Advisory Committee and Library Advisory 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 has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify Commissioners' appointments as follows:

- a. Commissioner Dailey reappoints Ralph DeMeo to the Human Services Grant Review Committee.
- b. Commissioner Lindley reappoints Connie Ruggles to the Human Services Grant Review Committee.
- c. Commissioner Sauls reappoints Linda Nichol森 to the Human Services Grant Review Committee.
- d. Commissioner Dozier reappoints Carol Fiore to the Library Advisory Board.
- e. Commissioner Maddox reappoints Marcia Labat to the Library Advisory Board.
- f. Commissioner Proctor appoints Eddie Jackson to the Library Advisory Board.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a Consent item prepared for individual Commissioner appointments.

Analysis:

Human Services Grant Review Committee

Members serve two-year terms, expiring December 31, with each Commissioner having two staggered appointments. This Committee evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board (Attachment #1). The terms of members Ralph DeMeo (Commissioner Dailey), Connie Ruggles (Commissioner Lindley), and Linda Nichol森 (Commissioner Sauls) expire December 31, 2014.

Commissioners Dailey, Dozier, Lindley, and Sauls made appointments.

Library Advisory Board (LAB)

Members serve two-year terms, expiring December 31, with each Commissioner making one appointment. The Library Advisory Board serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the library (Attachment #4). The terms of the following expire December 31: Carole Fiore (Commissioner Dozier), Marcia Labat (Commissioner Maddox), and Eddie Jackson (Commissioner Proctor). All members are eligible for reappointment.

Commissioners Dozier, Maddox and Proctor made appointments.

Options:

1. Ratify Commissioners' appointments as follows:
 - a. Commissioner Dailey reappoints Ralph DeMeo to the Human Services Grant Review Committee.
 - b. Commissioner Lindley reappoints Connie Ruggles to the Human Services Grant Review Committee.
 - c. Commissioner Sauls reappoints Linda Nichol森 to the Human Services Grant Review Committee.
 - d. Commissioner Dozier reappoints Carol Fiore to the Library Advisory Board.
 - e. Commissioner Maddox reappoints Marcia Labat to the Library Advisory Board.
 - f. Commissioner Proctor reappoints Eddie Jackson to the Library Advisory Board.
2. Board direction.

Recommendation:

Option #1, a-f.

Attachments:

1. Eligibility and Criteria – Human Services Grant Review Committee (HSGRC)
 2. Eligibility and Criteria – Library Advisory Board (LAB)
 3. Email from Cay Hohmeister – Library Advisory Board reappointments
- Page 4 of 4
4:45 p.m. on December 1, 2014

Human Services Grants Review Committee

Responsibility:

Evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board. Committee will be available to perform program evaluations at the BCC's request to determine the merit of a mid-year funding request and the extent to which it meets the Committee's priority guidelines and assessment criteria.

The purpose of the Community Human Services Partnership (CHSP) is to "foster an ongoing community-wide dialog with funders and providers to improve human services delivery in Leon County. The CHSP is comprised of the City, County and United Way. The Florida Department of Children and Families is a collaborating partner. Two representatives from each of these funding sources are appointed to a joint planning board.

Created By:

BCC Policy 81-3, adopted March 24, 1981

Currently operates Under Policy No. 01-04, adopted November 30, 2004

Appointments:

14 - BOCC; Each Commissioner has 2 appointments.

Joint Planning Board -

2 Representatives from City of Tallahassee

2 Representatives from United Way of the Big Bend

2 Representatives from the County - 1 Chairman appointment and 1 staff

Terms:

2 years. Terms expire December 31. According to Policy No. 03-15, the number of terms allowed is limited to three. Vacancies filled for remainder of unexpired term

Eligibility Criteria:

Not specified in the policy.

Schedule:

Annually - Considers requests for funding a in conformity with County budgetary cycle. Training sessions are conducted prior to the beginning of the process.

Type of Report:

Funding recommendations.

Contact Person/Staff:

Rosemary Evans

Human Services Analyst

606-1900

email: evansr@leoncountyfl.gov

Members:

Naddy, Tim	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 <hr/> Appointed by: Nick Maddox At-large II	Email: naddyt@homesandland.com
Ruggles, Connie	Begin Term: 2/26/2013 End Term: 12/31/2014 Type: two years	Original Date: 2/26/2013 <hr/> Appointed by: Mary Ann Lindley At-Large	Email: conrug@aol.com
Hooper, Gwen	Begin Term: 9/14/2013 End Term: 12/31/2014 Type: unexpired term	Original Date: 9/14/2013 <hr/> Appointed by: Kristin Dozier District 5	Email: achoop@aol.com
Assidon, Aviram (Avi)	Begin Term: 9/10/2012 End Term: 12/31/2014 Type: two years	Original Date: 9/10/2012 <hr/> Appointed by: Bryan Desloge District 4	Email: aa08c@med.fsu.edu
DeMeo, Ralph	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 2/14/2012 <hr/> Appointed by: John Dailey District 3	Email: ralphd@hgslaw.com
Nicholsen, Linda	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: lnicholsen@gmail.com
Weeks, Debra	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 <hr/> Appointed by: Bill Proctor District 1	Email: dweeks@bondchc.com
Cowan, Greg	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Kristin Dozier District 5	Email: gcowan@flccoc.org

Garner, Jaime	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Bryan Desloge District 4	Email: mwakeman@mcconnaughhay.com
Safreit, Kent	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: John Dailey District 3	Email: kents@hgslaw.com
LaMothe, Gerard	Begin Term: 1/24/2012 End Term: 12/31/2013 Type: two years	Original Date: 1/24/2012 <hr/> Appointed by: Nick Maddox At-large II	Email: office@superiorpainting.net
McShane, Jim Workforce Plus	Begin Term: 06/01/2013 End Term: 12/31/2013 Type: two years	Original Date: 1/13/2004 <hr/> Appointed by: Mary Ann Lindley At-large I	Email: Jim.McShane@wfplus.org
Gardner, Cynthia	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 3/25/2008 <hr/> Appointed by: Bill Proctor District 1	Email: gardc@aol.com
Piotrowski, Janis Weisz	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: janpio@comcast.net

Library Advisory Board

Responsibility:

Serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the library.

Created By:

Created by the BCC in 1955.
Revised, By-laws written in 1988

Appointments:

7 – Each Commissioner has one appointment

Terms:

2 years. Terms expire December 31. Number of terms allowed is three consecutive terms. Vacancies fill remainder of unexpired term.

Eligibility Criteria:

Not specified.

Schedule:

Meetings are held the first Tuesday of each month, at 10:00 am in the Library Board Room.

Contact Person/Staff:

Cay Hohmeister, Director
Library Services
606-2665
email: hohmeisterc@leoncountyfl.gov

Members:

Labat, Marcia	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Nick Maddox, At-large II	Email: marcialabat@comcast.net
Fiore, Carole	Begin Term: 4/9/2013 End Term: 12/31/2014 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: Kristin Dozier, District 5	Email: carole@fioretic.biz
Jackson, Eddie	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Bill Proctor, District 1	Email: ejack1152@aol.com
Doffek, Pamala	Begin Term: 2/28/2012 End Term: 12/31/2015 Type: two years	Original Date: 2/28/2012 <hr/> Appointed by: Mary Ann Lindley, At-large I	Email: pamdoffek@cci.fsu.edu
Jones, Terri	Begin Term: 4/22/2014 End Term: 12/31/2015 Type: unexpired term	Original Date: 4/22/2014 <hr/> Appointed by: Bryan Desloge, District 4	Email: tjonespa@bellsouth.net
Lovelace, Julie	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 2/28/2012 <hr/> Appointed by: Jane G. Sauls, District 2	Email: julielovelace@comcast.net
Summers, Bill	Begin Term: 4/9/2013 End Term: 12/31/2015 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: John Dailey, District 3	Email: summersbill@comcast.net

From: Cay Hohmeister
To: Coble, Christine
Date: 11/19/14 10:40 AM
Subject: Library Advisory Board members

Christine:

The following Library Advisory Board members' terms are up at the end of December. I would be happy for all three to be reappointed. They have been valuable members of the Library Advisory Board, attending meetings regularly, participating, and offering important perspectives and ideas.

Marcia Labat, appointed by Comm. Maddox

Carole Fiore, appointed by Comm. Dozier

Eddie Jackson, appointed by Comm. Proctor

thank you,

Cay

Cay Hohmeister
Director
LeRoy Collins Leon County Public Library System
200 W. Park Avenue
Tallahassee, FL 32301
850-606-2665
"People Focused, Performance Driven"

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Second Amendment to Section 125 of the Cafeteria Plan and Approval of the Increased Annual Dollar Limit on Employee Contributions to Employer Sponsored Flexible Spending Accounts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Human Resources
Lead Staff/ Project Team:	Amy Cox, Human Resource Manager

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Approve the Second Amendment to Section 125 of the Cafeteria Plan to include the additional change-in-status rules (Attachment #1).
- Option #2: Approve the increased annual dollar limit on employee contributions to employer-sponsored Flexible Spending Accounts to \$2,550.

Report and Discussion

Background:

On September 18, 2014, the Internal Revenue Service (IRS) issued guidance for employers (IRS Notice 2014-55) (Attachment #2) regarding several aspects of the Affordable Care Act. One of the changes included the expansion of the cafeteria plan “change-in-status” rules to allow two additional circumstances events whereby participants could change their elections and opt out of employer-provided coverage.

Additionally, the IRS released the 2015 cost of living (COLA) adjustments that apply to health flexible spending accounts (FSAs) in Revenue Procedure 2014-61 (Attachment #3). The current annual dollar limit on employee contributions to employer-sponsored FSAs is \$2,500. The new annual limit for health FSAs is \$2,550 for plan years starting on or after January 1, 2015.

Analysis:

Generally, a cafeteria plan participant cannot change elections mid-year, with certain specific exceptions that the plan can permit. These exceptions previously did not include any reference to the Affordable Care Act. A plan can now provide for mid-year changes in two situations directly related to participation in the health exchanges. An employee may decline a cafeteria plan election if:

- *Reduction in Hours* - The employee has a reduction of hours that will drop them below 30 hours per week average, but they still remain eligible for company coverage; or
- *Enrollment in an Exchange Plan* - The employee wants to drop employer coverage and purchase coverage through the Exchange, without having a period of either duplicate coverage or no coverage.

Without the expansion of the change-in-status rules, a situation could occur where a variable hour employee, who has worked on average at least 30 hours per week during the measurement period, must be treated as a full time employee eligible for group health plan coverage for the corresponding stability period, even if the employee’s average hours fall below 30 hours per week during the stability period. Leon County uses a 12-month Measurement Period and a 12-month Stability Period. The employee would be treated as a full time employee and would have to remain eligible for the group health plan for the entire 12-month Stability period, even after the employee’s hours were reduced. In essence, the proposed change-in-status rule is designed to permit individuals enrolled in a non-calendar year employer group health plan to enroll in an Exchange plan during annual open enrollment without needing to duplicate coverage or go without coverage for a period of time.

An amendment to Section 125 of the Cafeteria Plan would need to be approved by the Board in order to include the additional “change-of-status” rules. However, no change in the Plan is needed to increase the FSA to \$2,550 for the upcoming year, only Board approval is required.

Title: Approval of the Second Amendment to Section 125 of the Cafeteria Plan and Approval of the Increased Annual Dollar Limit on Employee Contributions to Employer Sponsored Flexible Spending Accounts

December 9, 2014

Page 3

Options:

1. Approve the Second Amendment to Section 125 of the Cafeteria Plan to include the additional change-in-status rules (Attachment #1).
2. Approve the increased annual dollar limit on employee contributions to employer-sponsored Flexible Spending Accounts to \$2,550.
3. Do not approve the Second Amendment to Section 125 of the Cafeteria Plan to include the additional change-in-status rules.
4. Do not approve increased annual dollar limit on employee contributions to employer-sponsored FSAs to \$2,550.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Second Amendment to Section 125 of the Cafeteria Plan
2. IRS Notice 2014-55-Additional Permitted Election Changes for Health Coverage under Section 125 Cafeteria Plans
3. Summary of IRS Revenue Procedure 2014-61 on change in annual dollar limit on employee contributions to healthcare flexible spending arrangements

**SECOND AMENDMENT
TO
SECTION 125 PLAN
FOR
LEON COUNTY**

This Second Amendment to the Section 125 Plan, adopted on December 9, 2014 by the Leon County (the "Employer"), is adopted by the Employer, and made effective as the 9th day of December, 2014 as follows:

ARTICLE IV. METHOD AND TIMING OF ELECTIONS. A new subsection has been added to Section 4.7 Change in Status Defined to include the following language:

(f) An employee may prospectively revoke an election of coverage under a group health plan that is not a health FSA and that provides minimum essential coverage (as defined in § 5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service

- (1) The employee has been in an employment status under which the employee was reasonably expected to average at least 30 hours of service per week and there is a change in that employee's status so that the employee will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the employee ceasing to be eligible under the group health plan; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the employee, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

An employee who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the employee and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan

- (1) The employee is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the employee seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the employee and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

An employee who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the employee and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

Additional Permitted Election Changes for Health Coverage under § 125 Cafeteria Plans

Notice 2014-55

PURPOSE

This notice expands the application of the permitted change rules for health coverage under a § 125 cafeteria plan (cafeteria plan). In particular, this notice addresses two specific situations in which a cafeteria plan participant may wish to revoke, during a period of coverage (commonly a plan year), the employee's election for employer-sponsored health coverage under the cafeteria plan in order to purchase a Qualified Health Plan through a competitive marketplace established under § 1311 of the Patient Protection and Affordable Care Act, commonly referred to as an Exchange or a Health Insurance Marketplace (Marketplace). The first situation involves a participating employee whose hours of service are reduced so that the employee is expected to average less than 30 hours of service per week but for whom the reduction does not affect the eligibility for coverage under the employer's group health plan. (This may occur, for example, under certain employer plan designs intended to avoid any potential assessable payment under § 4980H of the Internal Revenue Code.) The second situation involves an employee participating in an employer's group health plan who would like to cease coverage under the group health plan and purchase coverage through a Marketplace without that resulting either in a period of duplicate coverage under the employer's group health plan and the coverage purchased through a Marketplace or in a period of no coverage.

This notice permits a cafeteria plan to allow an employee to revoke his or her election under the cafeteria plan for coverage under the employer's group health plan (other than a flexible spending arrangement (FSA)) during a period of coverage in each of those situations provided specified conditions are met. The Treasury Department and the IRS intend to modify the regulations under § 125 consistent with the provisions of this notice, but taxpayers may rely on this notice immediately.

BACKGROUND

Section 125(d)(1) defines a cafeteria plan as a written plan maintained by an employer under which all participants are employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Section 125(f) defines a qualified benefit as any benefit which, with the application of § 125(a), is not includable in the gross income of the employee by reason of an express provision of the Code (with certain exceptions). Qualified benefits include employer-provided accident

and health plans excludable from gross income under §§ 106 and 105(b), but exclude long term care insurance and certain Qualified Health Plans offered through Marketplaces.

Proposed § 1.125-1(c)(1)(iii) of the Income Tax Regulations, consistent with longstanding rules for cafeteria plans, states that a written cafeteria plan must provide that elections are irrevocable except to the extent that the optional change in status rules in Treas. Reg. § 1.125-4 have been included in the cafeteria plan. Treas. Reg. § 1.125-4 provides rules on the circumstances in which a cafeteria plan may permit changes to elections under the plan. Cafeteria plans are not required to allow any of the changes permitted under Treas. Reg. § 1.125-4.

Treas. Reg. § 1.125-4(c) permits a cafeteria plan to allow an employee to revoke an election during a period of coverage with respect to coverage under an accident or health plan as defined in Treas. Reg. § 1.105-5, and make a new election for the remaining portion of the period, if under the facts and circumstances (i) a change in status occurs, and (ii) the election change satisfies the consistency requirements of Treas. Reg. § 1.125-4(c)(3). A change of status for this purpose includes changes in employment status as described in Treas. Reg. § 1.125-4(c)(2)(iii). A change in employment status for this purpose only includes a change in an individual's employment status that results in a change in the individual's eligibility for coverage under the group health plan. Thus, under the existing regulations, a change in employment status that does not result in an employee either becoming or ceasing to be eligible for coverage under the group health plan is not a change in status for which a plan may allow the employee to revoke an election of health coverage under the cafeteria plan during a period of coverage.

Even if the change in status results in a change in eligibility for coverage under the group health plan, any revocation of an election must meet the consistency requirements of Treas. Reg. §§ 1.125-4(c)(3)(i) and 1.125-4(c)(3)(iii). Those requirements provide that if an employee's change in status only results in some of the individuals covered by a group health plan due to their relationship to the employee ceasing to satisfy eligibility requirements for coverage, the employee's election under the cafeteria plan to cancel coverage under the group health plan for any individual other than the individuals losing eligibility fails to correspond with that change in status. Similarly, if a change in status results in an individual gaining eligibility for coverage under a group health plan, an employee's election to cease or decrease coverage for that individual under the cafeteria plan corresponds with the change in status only if the individual enrolls in the coverage for which the individual is newly eligible. That is, an individual gaining eligibility for coverage under a group health plan cannot use that change in status to revoke coverage.

Treas. Reg. § 1.125-4(b) permits a cafeteria plan to allow an employee to revoke an election under the group health plan during a period of coverage and to make a new election that corresponds with the special enrollment rights under § 9801(f). Special enrollment rights under § 9801(f) concern rights to enroll in a group health plan due to loss of other coverage or certain family events, but do not include the ability to enroll in a Qualified Health Plan through a Marketplace.

Interaction with § 4980H

Under § 4980H, an applicable large employer is subject to an assessable payment if the applicable large employer does not offer minimum essential coverage to its full time employees and one or more full time employees receive the premium tax credit under § 36B. Under Treas. Reg. § 54.4980H-3(d), an applicable large employer may use the look-back measurement method to determine the status of an employee as full-time or not full-time. Under the look-back measurement method, for purposes of § 4980H, an employee determined to be full-time based on hours of service during a measurement period must be treated as a full-time employee during a subsequent stability period, regardless of the employee's hours of service during the stability period. Thus, under the look-back measurement method, an employee could have a change in employment status (for example, a change from a full-time position to a part-time position) resulting in a reduction in hours that does not change the employee's status as a full-time employee for purposes of § 4980H, at least for some period of time. Under certain health plan designs intended to avoid any potential assessable payment under § 4980H by offering coverage to employees for all periods during which the employees are classified as full-time employees for § 4980H purposes, the change in employment status would not result in a change in an employee's eligibility for the group health plan. Because the change in employment status would not result in a change in the employee's eligibility for the group health plan, under Treas. Reg. § 1.125-4(c), the cafeteria plan could not allow the employee to change the employee's election under the cafeteria plan during the period of coverage.

Interaction with Enrollment in a Qualified Health Plan Through a Marketplace

Under the current change in status rules under Treas. Reg. § 1.125-4, a cafeteria plan may not allow an employee to revoke an election under the group health plan during a period of coverage solely to enroll in a Qualified Health Plan through a Marketplace. For an individual enrolled through a cafeteria plan in a group health plan with a calendar plan year, the employee may continue his or her coverage under the plan for the remainder of the plan year and then immediately begin coverage under a Qualified Health Plan purchased through a Marketplace. However, an individual enrolled through a cafeteria plan in a group health plan with a noncalendar plan year might not be able to synchronize the change in coverage to avoid an overlapping period

of coverage or a period without coverage because the open enrollment period rules for Marketplaces do not permit the purchase of coverage commencing upon the end of the noncalendar cafeteria plan year.

Also, under Treas. Reg. § 1.125-4(b) a cafeteria plan may allow an employee to revoke an election under a group health plan during a period of coverage and to make a new election that corresponds with special enrollment rights under § 9801(f). Special enrollment rights under § 9801(f) relate only to enrollment in another group health plan, not to enrollment in a Qualified Health Plan offered through a Marketplace. Thus, Treas. Reg. § 1.125-4(b) does not permit a cafeteria plan to allow an employee to revoke an election under a group health plan during a period of coverage and enroll in a Qualified Health Plan offered through a Marketplace as the result of an employee's eligibility to enroll in a Qualified Health Plan during Special Enrollment Period for the Marketplace¹ (even though most of the events giving rise to special enrollment rights under § 9801(f) correspond to the events giving rise to Special Enrollment Periods for a Qualified Health Plan). However, in the case of an event such as a birth or marriage, it may be more advantageous for some individuals to enroll themselves and their families in a Qualified Health Plan rather than to add family members to an employer's group health plan. To permit access to Qualified Health Plans in these cases, this notice permits a cafeteria plan to allow a participating employee to revoke an election in order to obtain coverage through a Marketplace.

GUIDANCE

A cafeteria plan may allow an employee to prospectively revoke an election of coverage under a group health plan that is not a health FSA and that provides minimum essential coverage (as defined in § 5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service

- (1) The employee has been in an employment status under which the employee was reasonably expected to average at least 30 hours of service per week and there is a change in that employee's status so that the employee will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the employee ceasing to be eligible under the group health plan; and

¹ Marketplaces must provide Special Enrollment Periods during which qualified individuals may enroll in Qualified Health Plans offered through Marketplaces. See 45 CFR 155.420(d)

- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the employee, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

A cafeteria plan may rely on the reasonable representation of an employee who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the employee and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan

- (1) The employee is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the employee seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the employee and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

A cafeteria plan may rely on the reasonable representation of an employee who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the employee and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

EFFECTIVE DATE AND PLAN AMENDMENTS

The guidance in this notice is effective on September 18, 2014. The Treasury Department and the IRS intend to amend Treas. Reg. § 1.125-4 to reflect the guidance in this notice. Taxpayers may rely on the guidance in this notice pending further guidance.

To allow the new permitted election changes under this notice, a cafeteria plan must be amended to provide for such election changes. The amendment must be adopted on or before the last day of the plan year in which the elections are allowed, and may be effective retroactively to the first day of that plan year, provided that the cafeteria plan operates in accordance with the guidance under this notice and the employer informs participants of the amendment, and provided further that a cafeteria plan may be amended to adopt the new permitted election changes for a plan year that begins in 2014 at any time on or before the last day of the plan year that begins in 2015. However, in no event may an election to revoke coverage on a retroactive basis be allowed.

DRAFTING INFORMATION

The principal author of this notice is R. Lisa Mojiri-Azad of the Office of Division Counsel/Associate Chief Counsel (Tax Exempt and Government Entities). For further information regarding the clarification in this notice, contact Ms. Mojiri-Azad at (202) 317-5500 (not a toll free number).



In 2015, Various Tax Benefits Increase Due to Inflation Adjustments

IR-2014-104, Oct. 30, 2014

WASHINGTON — For tax year 2015, the Internal Revenue Service announced today annual inflation adjustments for more than 40 tax provisions, including the tax rate schedules, and other tax changes. Revenue Procedure 2014-61 provides details about these annual adjustments.

The tax items for tax year 2015 of greatest interest to most taxpayers include the following dollar amounts -

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- The tax rate of 39.6 percent affects singles whose income exceeds \$413,200 (\$464,850 for married taxpayers filing a joint return), up from \$406,750 and \$457,600, respectively. The other marginal rates – 10, 15, 25, 28, 33 and 35 percent – and the related income tax thresholds are described in the revenue procedure.
- The standard deduction rises to \$6,300 for singles and married persons filing separate returns and \$12,600 for married couples filing jointly, up from \$6,200 and \$12,400, respectively, for tax year 2014. The standard deduction for heads of household rises to \$9,250, up from \$9,100.
- The limitation for itemized deductions to be claimed on tax year 2015 returns of individuals begins with incomes of \$258,250 or more (\$309,900 for married couples filing jointly).
- The personal exemption for tax year 2015 rises to \$4,000, up from the 2014 exemption of \$3,950. However, the exemption is subject to a phase-out that begins with adjusted gross incomes of \$258,250 (\$309,900 for married couples filing jointly). It phases out completely at \$380,750 (\$432,400 for married couples filing jointly.)
- The Alternative Minimum Tax exemption amount for tax year 2015 is \$53,600 (\$83,400, for married couples filing jointly). The 2014 exemption amount was \$52,800 (\$82,100 for married couples filing jointly).
- The 2015 maximum Earned Income Credit amount is \$6,242 for taxpayers filing jointly who have 3 or more qualifying children, up from a total of \$6,143 for tax year 2014. The revenue procedure has a table providing maximum credit amounts for other categories, income thresholds and phaseouts.
- Estates of decedents who die during 2015 have a basic exclusion amount of \$5,430,000, up from a total of \$5,340,000 for estates of decedents who died in 2014.
- For 2015, the exclusion from tax on a gift to a spouse who is not a U.S. citizen is \$147,000, up from \$145,000 for 2014.
- For 2015, the foreign earned income exclusion breaks the six-figure mark, rising to \$100,800, up from \$99,200 for 2014.
- The annual exclusion for gifts remains at \$14,000 for 2015.
- • The annual dollar limit on employee contributions to employer-sponsored healthcare flexible spending arrangements (FSA) rises to \$2,550, up \$50 dollars from the amount for 2014.
- Under the small business health care tax credit, the maximum credit is phased out based on the employer's number of full-time equivalent employees in excess of 10 and the employer's average annual wages in excess of \$25,800 for tax year 2015, up from \$25,400 for 2014.

Details on these inflation adjustments and others not listed in this release can be found in [Revenue Procedure 2014-61](#), which will be published in Internal Revenue Bulletin 2014-47 on Nov. 17, 2014. The [pension limitations for 2015](#) were announced on Oct. 23, 2014.

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**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreements to Modify the County's Deferred Compensation 457(b) Plan to Include a ROTH Option

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 Resources
Lead Staff/ Project Team:	Ernie Poirier, Human Resources Specialist

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve Agreements with Nationwide NRS, VALIC, and ICMA-RC to modify the County's Deferred Compensation 457(b) Plan to include a ROTH option, and authorize the County Administrator to execute (Attachments #1, #2, and #3).

Report and Discussion

Background:

This item seeks Board approval to amend its current Deferred Compensation 457(b) Plan (DCP) to include a ROTH option. Currently, the County utilizes three providers for the administration of the Leon County 457(b) Deferred Compensation and Retirement Match Plan Assets. Those providers include: Nationwide NRS, VALIC, and ICMA-RC.

The option of a ROTH gives an employee the opportunity to contribute on an after-tax basis within their DCP (457(b) plan account. This after-tax contribution option, call a ROTH, gives employees a choice and more control over when their salary deferrals and retirement income will be subject to taxation.

By choosing to approve the ROTH after-tax option in the DCP, the County can provide its employees with a new opportunity to save for their future. Employees will have the choice to make contributions on an after-tax basis, continue under the traditional pre-tax basis, or a combination of the two.

Analysis:

Staff has met with each of the deferred compensation providers to discuss the option of adding a ROTH to the County's DCP. Each of the three providers Nationwide NRS (Attachment #1), VALIC (Attachment #2), and ICMA-RC (Attachment #3) provided ROTH contribution amendments for approval.

Options:

1. Approve Agreements with Nationwide NRS, VALIC, and ICMA-RC to modify the County's Deferred Compensation 457(b) Plan to include a ROTH option, and authorize the County Administrator to execute (Attachments #1, #2, and #3).
2. Do not approve Agreements to modify the County's Deferred Compensation 457(b) Plan to include a ROTH option with Nationwide NRS, VALIC, and ICMA-RC.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Nationwide NRS Deferred Compensation Amendment Agreement.
2. VALIC Deferred Compensation Amendment Agreement.
3. ICMA-RC Compensation Amendment Agreement.

**ROTH CONTRIBUTION AMENDMENT
TO THE DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES
457 GOVERNMENTAL PLAN AND TRUST**

PREAMBLE

- 1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to reflect Code Section 402A, as amended by the Small Business Jobs Act of 2010 ("SBJA"). This Amendment is intended as good faith compliance with the requirements of Code Section 402A and guidance issued thereunder, and this Amendment shall be interpreted in a manner consistent with such guidance. This Amendment shall be effective as of the date selected below.
- 1.2 Eligible governmental 457 plan. The Employer is an eligible employer as defined in Code §457(e)(1)(A).
- 1.3 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

**ARTICLE II
ADOPTION AGREEMENT ELECTIONS**

- 2.1 **Effective Date.** Designated Roth Contributions are permitted under the Plan as of the date this Amendment is executed below, which is no earlier than January 1, 2011.
- 2.2 **Unforeseeable emergency.** If the Plan permits distributions of Elective Deferrals on account of an unforeseeable emergency, Designated Roth Contributions may be withdrawn on account of an unforeseeable emergency subject to the same qualifications that apply to Pre-tax Elective Deferrals.

**ARTICLE III
DESIGNATED ROTH CONTRIBUTIONS**

- 3.1 Designated Roth Contributions are permitted. The Plan's definitions and terms shall be amended as follows to allow for Designated Roth Contributions as of the Effective Date. Designated Roth Contributions shall be treated in the same manner as Deferral Contributions for all Plan purposes except as provided in Article II of this amendment. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.
- 3.2 Deferral Contributions. The Plan's definition of Deferral Contributions at Section 1.08 is deleted and replaced as follows: "Deferral Contributions" means Salary Reduction Contributions, Nonelective Contributions, Matching Contributions and Designated Roth Contributions. The Employer or the Administrative Services Provider (if applicable) in applying the Code § 457(b) limit will take into account Deferral Contributions in the Taxable Year in which contributed. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.
- 3.3 Salary Reduction Contributions. The Plan's definition of Salary Reduction Contributions at Section 1.27 is deleted and replaced as follows: "Salary Reduction Contributions " means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Salary Reduction Contributions by the Participant in his or her

NRN-0377AO-0611

deferral election. A Participant's Salary Reduction Contributions will be separately accounted for, as will net income, gain or loss, attributable to those Salary Reduction Contributions. All Deferral Contributions prior to this amendment are Salary Reduction Contributions.

- 3.4 Designated Roth Contributions. "Designated Roth Contributions" means a Participant's Deferral Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her deferral election. A Participant's Designated Roth Contributions will be separately accounted for, as will gains and losses attributable to those Designated Roth Contributions. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Designated Roth Contribution.
- 3.5 Distribution Rule. Withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from Participant's accounts may be directed by the Participant from either Salary Reduction Contributions, Designated Roth Contributions or pro rata from Salary Reduction Contributions and Designated Roth Contributions.
- 3.6 Corrective distributions attributable to Designated Roth Contributions. For any Plan Year in which a Participant may make both Designated Roth Contributions and Salary Reduction Contributions, the corrective distribution from the Participant's accounts will be taken pro rata from a Participant's Salary Reduction Contributions and Designated Roth Contributions. Furthermore, such procedure may permit the Participant to elect which type of Deferral Contributions shall be distributed first.
- 3.7 Loans. If Participant loans are permitted under the Plan, the loan policy or program is amended to provide the ability by a Participant to borrow from, or use as security, a Participant's Designated Roth Contribution account. Additionally, the loan policy or program is modified to provide that, with respect to the default of a loan which is attributable to Salary Reduction Contributions and Designated Roth Contributions, such default will be attributed to the Participant's Salary Reduction Contribution and Designated Roth Contribution accounts on a pro rata basis.
- 3.8 Rollovers. A direct rollover of a distribution from Designated Roth Contributions shall only be made to a Plan which includes Designated Roth Contributions as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

3.8.1 The Plan shall accept a rollover contribution of Designated Roth Contributions only if it is a direct rollover from another Plan which permits Designated Roth Contributions as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

3.8.2 The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Designated Roth Contribution account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Designated Roth Contributions are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Designated Roth Contribution account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Designated Roth Contributions are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

3.9 Operational Compliance. The Plan and the Administrative Services Provider will administer Designated Roth Contributions in good faith with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this Amendment

This Amendment has been executed and effective this _____ day of _____, 20_____

By: _____
Signature

Title: _____

Name of Plan: LEON COUNTY FL.

Plan Number: 036792001

NRN-0377AO-0611

Courtesy of Nationwide Retirement Solutions, Inc.

Page 3 of 3

ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

The undersigned employer hereby adopts or restates, as applicable, this Plan. This Plan shall comprise both (1) this Adoption Agreement and (2) the Basic Plan Document. Article and section references in this Adoption Agreement refer to articles and sections of the Basic Plan Document unless otherwise indicated.

Employer Name: Leon County BOCC
Employer Address: _____

Plan Name: _____

1. Plan Effective Date. ("Effective Date.") (Check one.)

- This Plan is being established by the Employer as a new Plan, effective _____.
- This Plan amends and restates the Plan previously established by the Employer and is effective _____.
- The Plan was originally established by the Employer effective _____.

2. Eligible Employees. (Check one.)

- All Employees shall be eligible to participate.
- The Employer, in its sole discretion, shall determine each Plan Year which Employees shall be eligible to participate in the Plan.
- All Employees shall be eligible to participate except the following Employees (specify which Employees shall not be allowed to participate in the Plan):

3. Roth Contributions. (Check one.)

- Designated Roth Contributions are not permitted, and Section 4.10 shall not apply to this Plan.
- Participants may make Designated Roth Contributions (as described in Section 4.10) in lieu of or in addition to pre-tax Elective Deferral Contributions, effective _____, _____ (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting Designated Roth Contributions).

4. Employer Contributions. (Check one.) Note: Employer Contributions are combined with Elective Deferral Contributions and Designated Roth Contributions in applying the contribution limits described in Section 2.18.

- There shall be no Employer Contributions under this Plan.
- Discretionary Employer Contribution. The Employer may, in its absolute discretion, make an Employer Contribution to the Plan, and may determine, in its absolute discretion, how any such Employer Contribution shall be allocated among Plan Participants. This Discretionary Employer Contribution may be a matching or non-matching contribution.
- FICA Opt-out Contribution. As described in Section 4.11, the Employer shall make FICA Opt-out Contributions (contributions other than Elective Deferral Contributions or Designated Roth Contributions) on behalf of the following Employees in lieu of paying/withholding FICA taxes for such Employees and in the amounts indicated below (check applicable box and fill in blanks for required contribution percentages):
 - All Employees
 - Part-time, seasonal and temporary Employees only

Other (indicate which Employees shall be eligible for the FICA Opt-out Contributions):

The required FICA Opt-out Contribution shall consist of the following types of contributions (which must total 7.5% or more of the Participant's Compensation):

- Employer Contribution = _____% of Compensation
 Mandatory Employee Contribution = _____% of Compensation
 Other: _____

5. Loans. (Check one.)

- Yes, loans are allowed and Article IX shall apply to this Plan.
 No, loans are not allowed and Article IX shall not apply to this Plan.

6. Unforeseeable Emergency Withdrawals. (Check one.)

- Yes. Withdrawals under Section 6.08 shall be available under this Plan. (Check one.)
 Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or, if applicable, (c) _____, _____ (insert date that this option was first available, if such date was later than August 17, 2006).
 Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.
 No. Withdrawals under Section 6.08 shall not be available under this Plan.

7. Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 6.10. (Check one.)

- Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code Section 411(a)(11)(A) (currently \$5,000).
 No. Section 6.10 shall not apply to this Plan.

8. Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 6.11. (Check one.)

- Yes, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.
 No. Section 6.11 shall not apply to this Plan.

9. Distributions to Individuals in Uniformed Services. (Check one.)

- The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 6.13 shall not apply to this Plan.
 Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 6.13).

10. In-plan Roth Conversions. (Check one.) (Note: Employer cannot allow in-plan Roth conversions unless it also elects to allow Designated Roth Contributions under Section 3, above, of this Adoption Agreement.)

- In-plan Roth conversions are not permitted, and Section 6.12 shall not apply to this Plan.
 Participants may convert certain pre-tax amounts to Roth contributions in an "in-plan" rollover/conversion described in Section 6.12, but only if such amounts are currently distributable under the terms of the Plan, effective _____, _____ (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting in-plan Roth conversions).

11. Deductions from Distributions to Eligible Retired Public Safety Officers. (Check one.)
- For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 6.14, to have up to \$3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.
 - The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 6.14.
12. Non-spousal Beneficiary Rollovers. As described in Section 8.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)
- Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.
 - Non-spousal Beneficiary rollovers are allowed effective _____, _____ (insert date not earlier than January 1, 2007 and not later than December 31, 2009).
13. Required Minimum Distributions for 2009. (Check one of the boxes in each of subsections (a) and (b) below. If none of the boxes in a subsection is checked, the first option shall apply to the Plan.)
- (a) For purposes of 2009 required minimum distributions:
- This option reflects VALIC standard operations during 2009. The provisions of Section 6.05(a) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).
 - The provisions of Section 6.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
 - The provisions of Section 6.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
 - Other: _____

 - Not applicable (Plan established as a new Plan after 2009). (Do not complete subsection (b) below.)
- (b) For purposes of Section 6.05(d), the Plan will treat the following as eligible rollover distributions in 2009:
- This option reflects VALIC standard operations during 2009. A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).
 - Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.
 - Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code Section 401(a)(9)(H).
14. Optional Benefit Accruals under HEART Act. (Check one.)
- The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall not apply.
 - The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall apply effective _____, _____ (insert date not earlier than first day of 2007 Plan Year).
15. Governing Law. This Plan shall be construed under the laws of the State/Commonwealth of _____ (insert State/Commonwealth). This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

The Employer hereby causes this Adoption Agreement to be executed by its duly authorized representative on the date specified below.

Employer (Please Print): _____

Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

PARTICIPATION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

Complete this page *only* if more than one Employer will adopt this Section 457(b) Deferred Compensation Plan. Each Participating Employer must execute a separate Participation Agreement.

Check here if not applicable and do not complete this page.

The undersigned governmental entity, by executing this Participation Agreement, elects to become a Participating Employer in the Section 457(b) eligible deferred compensation plan identified in the accompanying Adoption Agreement and below (the "Plan"), as if the Participating Employer were a signatory to the Adoption Agreement for the Plan. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer in the Adoption Agreement for the Plan, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date of the Participating Employer's adoption of the Plan cannot be earlier than the original effective date of the Plan, as adopted by the signatory Employer. If the Participating Employer is adopting the Plan as a restatement of an existing governmental Section 457(b) plan of the Participating Employer, the Effective Date of the Participating Employer's adoption of the Plan must not be earlier than the later of (i) the original effective date of the Participating Employer's existing Section 457(b) plan, (ii) the effective date of the most recent restatement of the Plan by the signatory Employer, or (iii) the first day of the Plan Year that includes the date the Participation Agreement is executed.)

The Effective Date of the Participating Employer's adoption of the Plan is: _____.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: (Check one.)

The adoption of a new governmental Section 457(b) plan by the Participating Employer.

An amendment and restatement of a governmental Section 457(b) plan currently maintained by the Participating Employer identified as the _____ and having an original effective date of _____.

The Participating Employer hereby causes this Participation Agreement to be executed by its duly authorized representative on the date specified below.

Plan Name (Please Print): _____

Participating Employer Name (Please Print): Leon County BOCC

Participating Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

Acceptance by the Signatory Employer of the Adoption Agreement.

Signatory Employer Name (Please Print): _____

Signatory Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

STATEMENT OF INTENT: PLAN ADMINISTRATION – ROTH PROVISIONS

Plan Number: 30 1 2 5 7

Name of Employer: Leon County State: FL

I. Employer Instructions Regarding Plan Administration

The employer instructs ICMA-RC to administer the Plan in accordance with the below elections as of the effective date specified in Section III below.

II. Roth Provisions

a. The Plan will offer Designated Roth Accounts as described in Article X.

Yes (default option) No

[Note: If you want to offer In-Plan Roth Conversions and/or Roth Elective Deferrals, you must check "Yes" above. If No is selected, skip the remainder of this section.]

b. The Plan will allow In-Plan Roth Conversions as provided in Section 10.05.

Yes (default option) No

c. Designated Roth Accounts will be available as a source for loans under the Plan (only applicable to plans that offer loans):

Yes No or N/A (default option)

III. Effective Date

This statement of intent shall be effective as of the following date: _____ / _____ / _____
Month Day Year

IV. Employer Signature

NAME OF OFFICIAL PLAN COORDINATOR (PLEASE PRINT): _____

SIGNATURE: _____

TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

EMAIL ADDRESS: _____

A copy of the completed statement of intent should be returned to ICMA-RC (retain the original for your records):

Fax to:
202-962-4601
ATTN: NBS Analyst

OR

Mail to:
ICMA-RC
ATTN: NBS Analyst
777 North Capitol Street, NE
Washington, DC 20002-4240

SUGGESTED AFFIRMATIVE STATEMENT

Plan Number: 30

Name of Employer: Leon County State: FL

As a duly authorized agent of the above named Employer, I hereby

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends the deferred compensation plan (the "Plan") in the form of: (select one)

The ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan & Trust

OR

The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)¹

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the exclusive benefit of the Plan participants and their beneficiaries;

AND AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

DATE: _____

(TITLE OF DESIGNATED AGENT)

(SIGNATURE)

¹ If you are amending your own individually designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

Fax to:
202-962-4601
ATTN: NBS Analyst

OR

Mail to:
ICMA-RC
ATTN: NBS Analyst
777 North Capitol Street, NE
Washington, DC 20002-4240

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

December 9, 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 December 9, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of December 10, 2014 through January 26, 2015

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 payment of bills and vouchers submitted for December 9, 2014 and pre-approval of payment of bills and vouchers for the period of December 10, 2014 through January 26, 2015.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval December 9, 2014 and pre-approval of payment of bills and vouchers for the period of December 10, 2014 through January 26, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the December 9, 2014 meeting, the morning of Monday, December 8, 2014. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board's recess and not meeting until January 27, 2015, it is advisable for the Board to pre-approve payment of the County's bills for December 10, 2014 through January 26, 2015, 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 payment of bills and vouchers submitted for December 9, 2014 and pre-approval of payment of bills and vouchers for the period of December 10, 2014 through January 26, 2015.
2. Do not approve payment of bills and vouchers submitted for December 9, 2014 and pre-approval of payment of bills and vouchers for the period of December 10, 2014 through January 26, 2015.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Fiscal Year 2014 Annual Performance and Financial Report

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:	Felisa Barnes, Principal Management & Budget Analyst Timothy Barden, Principal Management & Budget Analyst Timothy Carlson, Senior Management & Budget Analyst Kaye S. Hogan, Management & Budget Analyst

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the FY2014 Annual Performance and Financial Report (Attachment #1).

Report and Discussion

Background:

The Office of Management and Budget (OMB) prepares two financial reports annually for Board consideration: (1) a mid-year report that identifies financial trends that are developing, and seeks guidance as required; and, (2) a fiscal year-end report that provides a review of the financial and organizational performance of the County.

Analysis:

Included in the Annual Performance Financial Report are the following sections:

Program/Division Summary

The Program/Division section summarizes each program/division's activities for FY 2014, including highlights, performance measures, and a financial and staffing summary.

Major Revenues

The Revenue Section summarizes and describes the County's major revenue receipts (unaudited) for FY 2014. These receipts are compared to the prior fiscal year's actual receipts and FY 2014 adjusted budget.

Expenditures

This table presents the FY 2014 adjusted budgets for each program, actual expenditures, and the dollar amount and percentage spent over/under the FY 2014 adjusted budget.

Fund Balance

This table compares the fund balances of each fund for the two prior fiscal years and provides the following analysis: 1) estimated fund balance for each fund; 2) appropriated fund balance; and, 3) unreserved fund balance for FY 2015 (unaudited).

Capital Improvement Program

This section describes each capital improvement project in the County and provides the budgets and expenditures for FY 2014.

Grants Program

The Grants Program Section provides the FY 2014 budget and expenditure information for all County grants as well as a description of each grant.

Comparative Data

The Comparative Data Section provides a net budget, population, ad valorem tax collection, and staffing comparison between Leon County and other like-sized counties.

Options:

1. Accept the FY 2014 Annual Performance and Financial Report.
2. Do not accept the FY 2014 Annual Performance and Financial Report.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2014 Annual Performance and Financial Report



ANNUAL PERFORMANCE & FINANCIAL REPORT

FISCAL YEAR 2013/2014



**LEON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

PEOPLE FOCUSED. PERFORMANCE DRIVEN.

PERFORMANCE REPORTS

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Reporting results is a key component in the County's LEADs process. The following return on investment (ROI) calculations, benchmarks, and indicators represent a few selected measures being reported by the County. In this report, there are many measures reported at the individual work unit level; however, the measures collectively shown here are meant to capture not only some of the ROI, but also, the Return on Vision for the community. This shared vision can be seen through the commitment to public health in the County's extraordinary survival rates for EMS cardiac patients and the incredible demand for services at the libraries. The County intends to continue to review and refine this pool of measures to reflect the implementation and results supporting the community and Board's priorities.

Return on Investment (ROI)

Tourism Development <i>(Fiscal Year)</i>			
	2011	2012	2013
Total Direct Economic Impact	\$563 Million	\$630 Million	\$952 Million
Tourism Tax Investment	\$2,988,709	\$3,133,100	\$3,280,540
Tourism Tax ROI	\$188.38	\$201.08	\$290.20

Healthcare			
	2011	2012	2013
Total Funding	\$1,583,200	\$1,739,582	\$1,739,582
Value of Services Reported	\$8,755,956	\$9,388,017	\$10,243,187
Healthcare ROI	\$5.53	\$5.40	\$5.89

Veteran Services			
	2011	2012	2013
Total Clients Served	14,992	18,628	17,456
Client Benefit Payments	\$8,134,891	\$9,224,907	\$9,328,977
Veteran Services ROI	\$25	\$38	\$37

Benchmarks

Solid Waste <i>(Calendar Year)</i>			
	2011	2012	2013 State Goal ¹
Recycling Rate	39%	42%	40%

EMS Cardiac Survival Rate			
	2011	2012	2013
Leon County	33.60%	32.9%	33%
National	7%	7%	7%

Library Services Benchmark		
	Leon County	Benchmark
# of Individual Registered Users (% of population)²	60%	46%

Indicators

Parks and Recreation			
	2011	2012	2013
Active Youth Participation ³	3,004	2,540	2,051
Active and Passive Acreage	898	898	898
Greenways	2,681	2,675	2,675

Intervention and Detention			
	2011	2012	2013
Jail Operating Costs Savings (Probation/ Pretrial Release)	\$14.9 Million	\$13.9 Million	\$11.9 Million

Development			
	2011	2012	2013
Building Permit Value	\$55,405,253	\$80,160,446	\$88,003,539

Financial Stewardship			
	2011	2012	2013
Bond Rating	AA	AA	AA

Library Services			
	2011	2012	2013
# of Library Uses	4,586,343	4,501,753	4,417,647

Return on Investment (ROI)

Tourism Development

Total Direct Economic Impact – direct effect generated in the local economy as a result of dollars spent within a community.

Tourism Tax Investment – amount of revenue devoted towards the betterment of a community after being acquired through means of a tourist tax. This amount does not include one-cent funding set aside for the performing arts center.

Tourism Tax ROI – monetary outcome reached in direct correlation to the amount of tax revenue dedicated to tourism (Total Direct Economic Impact/Tourism Tax Investment). Direct visitor economic impact increased 51.1% in FY13. This increase is directly related to a change in the IMPLAN tourism model including more categories of tourism related spending.

Healthcare

Public health funding is one dimension of measuring the physical health of a community, which mirrors attitudes toward the distribution of essential services among the population.

Total Funding – annual dollar amount Leon County expended on public healthcare costs.

Value of Services Reported - market costs of health services provided.

Healthcare ROI - compares health services value to services input (funding) in monetary term (Value of Services/Total Funding). The increase in FY 2013 is primarily due to a large value of prescription drugs leveraged through pharmacy funding.

Veteran Services

Total Clients Served – number of veterans assisted through the Veteran Services program.

Client Benefit Payments – benefit entitlements from the U.S. Dept. of Veteran’s Affairs and other federal government agencies.

Veteran Services ROI – evaluates the efficiency of every investment dollar spent on veteran services (Client Benefit Payments/Veterans Services Budget).

Benchmarks

Solid Waste

Waste diversion is one measure of the size and use of environmental resources to support sustainable practices.

Recycling Rate – percentage of solid waste diverted from the landfills for other uses.

2012 State Recycling Goal - statewide recycling goal of 75% to be achieved by year 2020: 40% by 12/31/12, 50% by 12/31/14, 60% by 12/31/16, 70% by 12/31/18 and 75% by 12/31/20, established by The Energy, Climate Change, and Economic Security Act of 2008).

1. The Department of Environmental Protection publishes the annual recycling rates. The 2013 rates will be available in October 2014.

Emergency Medical Services

Cardiac Arrest Survival Rate – return of spontaneous circulation upon arrival at the emergency.

National Rate – national average cardiac arrest survival rate.

Library Services

Number of Registered Users – number of library users holding library cards.

2. Average of 29 libraries serving a population of 100,001 – 750,000 (Source: Florida Library Directory)

Indicators

Parks and Recreation

Parks measure a community’s ability to offer high quality of life outside of the workplace.

Active Youth Participation – number of youth participating in sports activities.

Active Acreage – formal designated sports fields and outdoor courts, e.g., basketball, volleyball, tennis, etc.

Passive Acreage – area not designated for specific activities and has no designated sports fields.

Greenway Acreage – scenic trail or route set aside for travel or recreational activities.

3. Fiscal year 2013 number reflects continual decreased participation in the soccer, and Little League baseball programs. To reverse this trend Parks and Recreation are working with the league sponsors to reduce fees to encourage younger youth to begin participating at an earlier age. In addition, staff is working with Community and Media Relations to more heavily promote the programs to reverse the participation trend.

Intervention and Detention

Jail Operating Costs Savings - includes savings associated with reduced costs for housing jail inmates due to incarceration alternatives provided through the Probation and Supervised Pretrial Release programs. The decline in cost savings is associated with fewer people being processed through the jail and the court system. This is following the national trend of a reduction in crime.

Development

Development provides one measure of a solid regional economy.

Building Permit Value – value of the work to be done on a parcel less the cost of the land, mechanical, electrical, plumbing, sewer, and water installation values.

Financial Stewardship

Bond Rating – grades indicating the bond issuer’s ability to pay its principal and interest in a timely manner.

Library Services

Library Uses – total of circulation (all items checked out or downloaded to library users) and computer use.

Leon County FY 2014 Annual Performance and Financial Report

**County Administration
Business Plan**

Mission Statement

The mission of Leon County Administration is to provide leadership and direction to County staff, to facilitate the implementation of Board priorities and policies, and to manage the operation of County functions to ensure the delivery of cost effective, customer responsive public services within the bounds of available resources.

Strategic Priorities

Quality of Life

- Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community including: access to health care and community-based human services. (Q3) rev. 2013

Governance

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

Strategic Initiatives

October 1, 2011– September 30, 2013

- | | |
|---|----------|
| 1. Implement strategies which ensure community's safety, including; consolidate dispatch functions (Q2) 2012 | Complete |
| 2. Initiate county resources as part of emergency response activation (Q2) 2012 | Ongoing |
| 3. Implement strategies to gain efficiencies or enhance services, including; conduct LEADS Reviews (G2) 2012 | Complete |
| 4. Implement strategies to gain efficiencies or enhance services, including; develop and update Strategic Plans (G2) 2012 | Complete |
| 5. Implement strategies to further engage citizens, including; develop and offer Citizen Engagement Series (G3) 2012 | Complete |
| 6. Provide online Board agenda materials (G1) 2012 | Ongoing |
| 7. Consider establishing a Domestic Partnership Registry (Q3) rev. 2013 | Complete |
| 8. Organize and support advisory committees (G3) rev. 2013 | Ongoing |
| 9. Continue Let's Talk "brown bag" meetings with cross sections of Board employees and County Administrator (G4) 2012 | Ongoing |
| 10. Implement strategies to further engage citizens, including: Develop and offer Citizen Engagement Series (G3) 2012 | Ongoing |
| 11. Seek community involvement with the VIVA FLORIDA 500 Time Capsule (Q4) rev. 2013 | Complete |
| 12. Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (G5) rev. 2013 | Complete |
| 13. Consider options to gain continuity of Commissioners' representation on committees, such as multi-year (G5) rev. 2013 | Complete |
| 14. Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (G3) rev. 2013 | Ongoing |

Leon County FY 2014 Annual Performance and Financial Report

County Administration

	15. Pursue expansion for whistleblower notification (G1) rev. 2013	Ongoing	
	16. Pursue Sister County relationships with Prince George's County Maryland and Montgomery County, Maryland (G2) rev. 2013	Complete	
	17. Periodically convene community leadership meetings to discuss opportunities for improvement (G5) rev. 2013	Ongoing	
Actions	1. Ensure funding to support and coordinate the transfer of emergency response services to the Public Safety Complex which includes the joint dispatch center. (Q2)	CA	
	2. Continue to partner with the Emergency Operation to coordinate the response of essential County departments and divisions during declarations of emergency. (Q2)	CA	
	3. LEADS Cross-Departmental Communication and Action Team appointed to identify efficiencies and cost savings for the budget development process. (G2)	CA	
	4. Acceptance of Work Area's Draft strategic plans and approval of strategic plan update as part of the 2012 Board Retreat. (G2)	CA	
	5. Hosted seven citizen engagement series sessions in 2012 and 2013. (G3)	CA	
	6. Expand the application of board agenda materials to include more multimedia accessibility. (G1); Conduct staff training on the agenda process. (G2)	CA	
	7. Domestic Partnership Registry open. (Q3)	CA	
	8. Manage appointments to County Commission citizen committees. (G3)	CA	
	9. Hold monthly Let's Talk "brown bag" meetings with Board employees and the County Administrator. (G4)	CA	
	10. Continue to establish LEADS teams for special projects assigned by the Board. (G1,G2,G4)	CA	
	11. The Board made appointments to the Viva Florida Time Capsule Committee. The committee has submitted recommendations to the Board. (Q4)	CA	
	12. Coordinated the initial meeting with the Chairman and Constitutional Officers. (G5)	CA	
	13. Agenda item will be presented to the Board for consideration in September 2013. (G5)	CA	
	14. Agenda item will be presented to the Board for consideration in September 2013. (G3)	CA	
	15. Notification process will be added to the County's website. (G1)	CA	
	16. Agenda item with recommendations presented to the Board for consideration in February 2013. No further action will be taken. (G2)	CA	
	17. Agenda item will be presented to the Board for consideration in September 2013. (G5)	CA	
Performance Measures	G4 # of employees per 1000 residents	6	Pg. 7-3
	G2 % change in the county unemployment rate	-0.8%	Pg. 1-55
	G2 \$ amount spent per county resident	\$733	Pg. 7-4
	G3 # of citizens attending citizen engagement series	170	Pg. 1-8

DEPARTMENT Administration	DIVISION County Administration	PROGRAM County Administration
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GOAL

The goal of County Administration is to provide leadership and direction to County employees, facilitate the implementation of Board priorities and policies and manage the operation of County functions to ensure the delivery of cost effective, customer-responsive public services within the bounds of available resources.

PROGRAM HIGHLIGHTS

1. Supported the Leon County Citizens Sales Tax Committee to develop a holistic set of capital projects which will address the long term infrastructure needs of the county.
2. Hosted the annual Operation Thank You, which recognized WWII veterans on the 70th Anniversary of D-Day.
3. Facilitated the 2014 Board Retreat, resulting in an updated FY 2012 – FY 2016 Leon County Strategic Plan, assuring the staff has clear direction from the Board as to the execution of County priorities.
4. Partnered with the Village Square in establishing the “Club of Honest Citizens: A Forum for Fierce Community Collaboration.”

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-110-512

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014</u> <u>Adj. Budget</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>	<u>FY 2014</u> <u>Adopted</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>
Personnel	563,801	568,141	591,553	3.00	3.00	3.00
Operating	29,294	23,923	20,140	0.00	0.00	0.00
TOTAL	593,095	592,064	611,693	3.00	3.00	3.00

Leon County FY 2014 Annual Performance and Financial Report

**Community and Media Relations
Business Plan**

Mission Statement	The mission of the Leon County Community & Media Relations Division is to proactively facilitate the accurate, effective, timely and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County's liaison with media partners.			
Strategic Priorities	<p>Governance</p> <ul style="list-style-type: none"> • Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) rev. 2013 • Sustain a culture that respects, engages and empowers citizens in important decisions facing the community. (G3) 2012 • Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012 			
Strategic Initiatives October 1, 2011 – December 31, 2013	1. Implemented strategies which promote access, transparency, and accountability, including: posting the website address (URL) on County vehicles and providing On Demand – Get Local videos (G1)	FY 2014		
	2. Implement strategies to further engage citizens, including: develop and provide Virtual Town Hall meeting (G3)	Ongoing		
	3. Expand opportunities for increased media and citizen outreach to promote Leon County. (G1,G3)	Ongoing		
	4. Prepare and broadly distribute Annual Reports (G5)	Ongoing		
Actions	1. Promote the services and accessibility of County government through the website, new technology/social media tools, mobile applications, news releases, public notices, legal advertisements, articles, County Link, television channel, broadcast radio, fleet vehicles, and community engagement, such as special events and presence at community partners' activities. (G1, G3)	CMR		
	2. Continued public education, promotion, and community outreach through Citizen Engagement Series, future virtual town hall meetings, and special events. (G3)	CMR		
	3. Continue to expand opportunities to promote Leon County through WFSU radio contract, Capital Outlook full-page advertisement, Expanded Video Production and Programming and social media liaison maintaining and managing a consistent voice throughout all social media platforms.	CMR		
	4. Research and identify additional mediums for the distribution of the Annual Report outside of making the reports available in County facilities, by direct mail to Florida County governments and local organizations, and posting to the website. (G5)	CMR		
Performance Measures	G1 # of news advisories, releases, and public notices detailing County activity	311	Pg. 1-8	
	G3 # of public education special events (or attendance)	57	Pg. 1-8	
	G5 Increase Annual Report distribution by 10% through alternate mediums	11%	Pg. 1-8	

DEPARTMENT
Administration

DIVISION
Strategic Initiatives

PROGRAM
Strategic Initiatives

GOAL

The goal of the Strategic Initiatives Division is to coordinate Leon LEADs activities throughout Leon County Departments and Divisions while also working to proactively facilitate the accurate, effective, timely and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County's liaison with media partners.

PROGRAM HIGHLIGHTS

1. Collaborated on the development and successful execution of the marketing campaign for the Club of Honest Citizens, which fosters a fierce conversation between citizens and County officials.
2. Designed and helped implement a mobile-friendly version of the Leon County website.
3. Continued to maintain the website www.LeonPhotos.org to easily and efficiently provide public access to high-resolution photos from County events.
4. Maintained and updated the Emergency Information Portal to keep the public informed of critical information.
5. Coordinated and executed the 10 Year Anniversary Celebration honoring Leon County Emergency Medical Services.
6. Increased social media exposure as follows: an increase of 401% in Facebook "likes" and a 98% increase in Twitter followers.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1,G3	1. # of news advisories, releases, and notices detailing County activity	346	250	311
G1,G3	2. # of press conferences, community meetings and events	63	50	57
G5	3. % increase in Annual Report distribution	27%	10%	11%

PERFORMANCE MEASUREMENT ANALYSIS

1. Measured via GovDelivery (web interface) and an online posting application developed by MIS. Performance measures consider public awareness and engagement.
2. Measured via an online posting application and calendar maintenance tool developed by MIS. Many events require photography support, and those requests are included in the FY2014 actual number.
3. Measured by mass mailings, internal distribution, and distribution at community presentations. This year will also include views of the Annual Report video online.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-115-513

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	773,257	726,701	783,577	Full Time	10.00	9.00
Operating	146,019	141,521	181,906	OPS	0.00	0.00
TOTAL	919,276	868,222	965,483	TOTAL	10.00	9.00

Leon County FY 2014 Annual Performance and Financial Report

**Division of Human Resources
Business Plan**

Mission Statement

The mission of the Leon County Division of Human Resources is to provide professional, reliable and innovative programs and consultative services to attract, train and retain a high performing and diverse workforce, within a healthy and supportive work-life balanced environment, while insuring compliance with federal, state and local employment regulations.

Strategic Priorities

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 (EC5) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, and the highest standards of public service. (G1) rev. 2013
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s Core Practices. (G4) 2012

Strategic Initiatives

October 1, 2011– September 30, 2013

- | | |
|--|----------|
| 1. Instill Core Practices through providing Customer Engagement training for all County employees (G1) 2012 | Complete |
| 2. Instill Core Practices through revising employee orientation (G1) 2012 | Complete |
| 3. Instill Core Practices through revising employee evaluation processes (G1) 2012 | Complete |
| 4. Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (G4) 2012 | Ongoing |
| 5. Revise employee awards and recognition program (G4) 2012 | Ongoing |
| 6. Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, and employee self-service. (G2) 2012 | Complete |
| 7. Implement healthy workplace initiatives, including evaluate options for value-based benefit design. (G4) 2012 | Complete |
| 8. Support and expand Wellness Works! Program (G4) 2012 | Complete |
| 9. Provide veterans preference in hiring (EC5) 2012 | Complete |
| 10. Provide Summer Youth Training Program (EC6) 2012 | Complete |

Actions

- | | |
|---|----|
| 1. The Customer Experience Training has been completed countywide to all county employees between December 2012 – February 2013. Will conduct additional sessions annually in May, September and January. (G1) | HR |
| 2. New Employees are currently receiving Leon Leads Culture material at the time of hire. Leon LEADS values have been incorporated into the advertising and recruitment process as well as offer letters. A brief overview of the Customer Experience Training has also been incorporated into New Employee Orientation. (G1) | HR |
| 3. The revised employee evaluation has been developed and completed for Career Service and Senior Management employees and incorporates the core values and core practices of Leon LEADS. Employees received training on the new evaluation from during Customer Experience Training(G1) | HR |
| 4. Staff has researched new learning technologies for supervisory and leadership training and is in the process of purchasing selected programs. (G4) | HR |
| 5. Leon LEADS Core Values and Core Practices are currently being incorporated into Awards and Recognition Program. (G4) | HR |

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Division of Human Resources

Actions	6.	Employees are using the Banner Self-Service program to review pay and benefits information, Halogen e-appraisals and Manager Position Control. The new E-timesheet system is currently being used by several departments, and will be rolled out for the entire organization by end of calendar year 2013. (G2)	HR	
	7.	The value based benefit design was ratified as a part of the FY12/13 budget process. (G4)	HR	
	8.	Wellness Works! Program was rebranded and the Value Based Benefit Design (VBD) program which integrates wellness into the employee Health Insurance Program was implemented. (G4)	HR	
	9.	Identify applicants who are veterans of the armed services and provide preference in the recruiting process in accordance with Florida Statutes. (EC5)	HR	
	10.	Continue to administer the Summer Youth Training Program that provides 6 weeks of on-the-job training for 14-21 year old Leon County residents. (EC6)	HR	
Performance Measures	G1	# and % of employees completing customer experience training	767	Pg.1-11
	G1	% of new employees completing "on-boarding" within 30 days	73%	Pg.1-11
	G2	% of departments completing appraisals	725	Pg.1-11
	G2	% of employees utilizing electronic timesheet system	19%	Pg.1-11
	G2	# of services and applications added to employee self-service	2	Pg.1-11

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Administration

DIVISION
Human Resources

PROGRAM
Human Resources

GOAL

The goal of the Office of Human Resources is to provide program leadership, personnel policy administration and strategic support in the implementation of Leon LEADS by demonstrating the relevance of the County's Core Values and Core Practices in the delivery of Human Resources programs and services to managers, employees, community partners and the public.

PROGRAM HIGHLIGHTS

1. The Live Well Leon Team received the 2014 Shooting Start Award presented by Working Well of Tallahassee.
2. Redesigned the employee evaluation tool to incorporate Leon County's Core Practices and to recognize employees who demonstrated WOW! in their performance.
3. Created the STAR (Special, Thanks, Appreciation & Recognition) program (formally the Awards of Excellence Program) to incorporate the Leon LEADS framework. Developed the Innovator/Inspirator Awards Program which reinforces Leon County's culture by conveying the value Leon County places on employee led improvements that result in increased efficiencies and/or support the delivery of county services.
4. Rebranded the Wellness Program to "Live Well Leon" and developed the online MY Rewards Program for employees to track participation in wellness activities.
5. Created the EMS Professional Development Career Path for regular full-time and part-time EMS medical personnel.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	HR Operating Costs Per Capita	4.13	9.67

Benchmark source: Florida Benchmarking Consortium

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G4	1. Number of requisitions created, and/or recruited for vacant positions	84	70	100
G4	2. Number of qualified applicants per requisition	60	57	32
G4	3. Number of positions filled internally	29	24	22
G4	4. Number of positions filled from outside sources	36	32	40
G4	5. Average days to fill vacant positions	69	65	65
G4	6. Average Turnover Rate	10%	10%	11%
G2	7. Number of Board/Constitutional employees participating in county-sponsored Wellness Program events	2,264	2,112	2,110
G4	8. Number of employees attending county-sponsored training events	891	514	942
G4	9. Number of positions evaluated for external competitiveness and internal equity	129	153	140
G2	10. Number of Annual Performance Appraisals completed	725	750	744
G1	11. Number of employees completed customer experience training	767	100	130
G1	12. Percentage of new employees completing "on-boarding" within 30 days	73%	70%	85%
G2	13. Percentage of employees utilizing electronic timesheet system	19%	50%	33%
G2	14. Number of services and applications added to employee self-service	2	1	0

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of requisitions created for vacant positions increased by 19% in FY 2014. Due to an improved economy, vacant positions were allowed to be filled.
2. The number of qualified applicants per requisition decreased by 47% in FY 2014.
3. The number of positions filled internally decreased by 24% in FY 2014 due to limited turnover within the organization.
4. The number of positions filled from outside sources increased by 10% in FY 2014, again due to limited turnover within the organization.
5. The average days to fill positions decreased by 6% in FY 2014.
6. The average turnover rate for FY 2014 was 10% which is fairly consistent with last year's rate.
7. Employees attending training events decreased slightly by 6.8%.
8. The number of employees attending county-sponsored training events increased by 5.4% due to Customer Experience Training being mandatory for all County employees.
9. The number of positions evaluated for external competitiveness and internal equity increased by 8.5% in FY 2014.
10. The number of annual performance appraisals completed increased by approximately 2.6% in FY 2014.
11. The significant decrease is due to all County employees having completed customer experience training in FY 2013. Training is now only provided to new employees.
12. The percentage of new employee "on boarding" within 30 days increased by 12%.
13. The percentage of employees utilizing electronic timesheet increased by 74% in 2014 compared to 2013. The departments currently using web time entry include Human Resources, County Administration, Economic Development, Office of Financial Stewardship, and Human Services and Community Partnerships, MIS/GIS, Library Services, County Attorney and Tourist Development
14. No new applications were added to the employee self-service module this past year due to system issues. However, employees are now able to update addresses and view the details of time off taken in employee self-service.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-160-513

		<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014</u>	<u>FY 2014</u>	<u>FY 2015</u>		<u>FY 2014</u>	<u>FY 2014</u>	<u>FY 2015</u>
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>		<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	968,994	901,540	1,047,003	Full Time	12.00	12.00	12.00
Operating	269,812	211,406	291,862	OPS	0.00	0.00	0.00
TOTAL	1,238,806	1,112,945	1,338,865	TOTAL	12.00	12.00	12.00

Leon County FY 2014 Annual Performance and Financial Report

**Division of Management Information Services
Business Plan**

Mission Statement	The mission of the Leon County Management Information Services Division is to provide reliable and effective technology and telecommunications solutions and services to county agencies to enable them to fulfill their missions in serving the citizens of Leon County.		
Strategic Priorities	<p>Quality of Life</p> <ul style="list-style-type: none"> Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) rev. 2013 Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012 <p>Governance</p> <ul style="list-style-type: none"> Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) rev. 2013 Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012 Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (G3) 2012 Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012 		
Strategic Initiatives October 1, 2011 – December 31, 2013	1. Provide, support and deploy the geographic information system, integrated Justice Information System Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and Sheriff's Office, and pawnshop network system. (Q2) 2012	Ongoing	
	2. Provide for information systems disaster recovery and business continuity (Q2, G5) 2012	Ongoing	
	3. Develop and deploy website enhancements (G1) 2012	Ongoing	
	4. Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (G1) 2012	Ongoing	
	5. Provide televised and online Board meetings in partnership with Comcast (G1) 2012	Ongoing	
	6. Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining the financial database system with interfaces to other systems (G1, G2, G5) 2012	Ongoing	
Actions	1. A. Continue support of systems for the Justice Community, the Library, HR, Finance/Payroll, OMB, Public Works, and DSEM. (G1, G5)	MIS	
	B. Implement a new case management system for Human Services & Community Partnerships. (G2)	MIS	
	C. Expand mobile access of applications in the field. (G1)	MIS	
	D. Implement electronic faxing. (G2)	MIS	
	E. Participate in a team for the Courts e-filing solution. (G2)	MIS	
	2. A. Upgrade the Avaya phone system to add other customers and create a redundant system for business continuity. Add Court Administration and prepare for the addition of the Sherriff's Office in FY 2013. (G2, G5)	MIS	
	B. Refresh the server environment with business continuity and DR functionality. (G5)	MIS	
	3. A. Engage a County-wide team to infuse the intranet and with current content and needed services. (G2)	MIS	
	B. Purchase and install FormsFusion for the creation of web-enabled forms that connect to Banner.(G2)	MIS	
	C. Purchase and install an integrated travel request and expense reporting system through Banner. (G1)	MIS	

Leon County FY 2014 Annual Performance and Financial Report

Division of Management Information Services

	4.	Offer brown bag lunch and learn sessions, create webinars, hold user questions sessions, create an online help blog, and provide access to online training tools (G2)	MIS	
	5.	Continue support of televised/online Board meetings in partnership with Comcast. (G1)	MIS	
	6. A.	Implemented a project and change management framework for major MIS/GIS projects to provide better control and outcomes of projects. (G2)	MIS	
	B.	Managed the installation and support of the telephone, network, and audio visual infrastructure for the Public Safety Complex. (Q2, G1)	MIS	
	C.	Continue desktop replacement plan for PC desktops, laptops, and printers and using virtualized desktop technology where applicable. (G2)	MIS	
	D.	Moved the fleet to Windows 7 and MS Office Suite 2010. (G2)	MIS	
	E.	Implemented and managed centralized printing and copiers services. (G2, G5)	MIS	
Performance Measures	G2	# of valid e-mails per month(balance after e-mail spam or viruses trapped)	.6 mil	Pg. 1-15
	G2	# of average monthly visits to Leon County web site and the TLCGIS Website	407k	Pg. 1-15 &16
	G2	% of help calls completed in one day	64	Pg. 1-15
	G2	% Provide customer response to system & software requests within (1) hour 100% of the time	95	Pg. 1-16
	G2	% increase in the number of external and internal web applications developed	4	Pg. 1-15
	G2	# Layers of data maintained by GIS	508	Pg. 1-16

DEPARTMENT Administration	DIVISION Management Information Systems	PROGRAM MIS
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GOAL

The goal of Management Information Systems (MIS) is to serve end users with continually improved, efficient, cost effective technology, telecommunications products, services, and information so that customers are totally satisfied and able to fulfill their missions.

PROGRAM HIGHLIGHTS

1. Received the 2014 Digital Counties Survey award from the Center for Digital Government and NACO highlighting the County's efforts in infrastructure efficiencies and effectiveness and digital inclusion for citizens and citizen engagement.
2. Assisted the Library to move to a cloud based version of their work order management system, SIRSI.
3. Continued consolidation of copier leases and printers throughout the Board achieving savings and cutting printer inventory by 50%.
4. Continued to support the technology and telecommunications infrastructure for the Public Safety Complex.
5. Implemented hardware and software for fees collections at the Rural Trash Roll-off sites.
6. Expanded the County's enterprise phone system to include the Leon County Sheriff's Office and the Leon County Tax Collector.
7. Facilitated the development of an application approval management system for the joint United Way, Leon County Office of Human Services and Community Partnerships and the City of Tallahassee program.
8. Developed and launched a mobile version of the County's website.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Average number of users per MIS Full Time Equivalent (FTE)	1:86	1:50
G1	Average number of Devices per Information Technician (IT Staff)	1:297	1:285
G1	Ratio of Network Systems Administrators to File Servers	1:60	1:24
G1	Number of Network sites	64	44
G1	IT Spending per Employee in the County Government Sector	\$3,010	\$4,147

Benchmark Sources: 2012/2013 Computer Economics Report on IT Spending and Staffing (an information and technology research/advisory firm)

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1, G3	1. Average number of e-mails processed each month (millions)	1.1	1.5	.6
G1	2. Approximate amount of valid e-mails (balance after e-mail spam or viruses trapped)	54%	40%	44%
Q1, Q2	3. Average monthly visits to Leon County web site	536,982	500,000	337,013
G1	4. % of help calls completed in one day	29%	35%	64%
G1	5. Number of new applications/services deployed	4	2	4

PERFORMANCE MEASUREMENT ANALYSIS

1. E-mail security measures have eliminated extraneous traffic and dropped number of processed e-mails nearly in half.
2. Continue to see benefits in spam and virus filters.
3. Change in third party hosting clients and analysis tool saw a drop in visits recorded to the County website.
4. Increase is related to remote access to desktops that allow technicians to be more effective in solving call issues quickly.
5. Increase over estimates is related to of Sirsi Cloud, Mobile website, services at Rural Waste Center Roll-off sites, and improved Library website functionality.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-171-513

	<u>FINANCIAL</u>			<u>STAFFING</u>			
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget	
Personnel	3,609,994	3,431,314	3,832,750	Full Time OPS	42.84	43.34	43.34
Operating	1,832,594	1,791,677	1,876,315		0.00	0.00	00.0
Transportation	9,935	6,824	9,975				
TOTAL	5,452,523	5,229,815	5,719,040	TOTAL	42.84	43.34	43.34

DEPARTMENT Administration	DIVISION Management Information Systems	PROGRAM Geographic Information Systems
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GOAL

The goal of the Tallahassee-Leon County GIS (TLCGIS) is to work in partnership with county agencies to provide accurate, consistent, accessible, affordable, and comprehensive GIS data, GIS infrastructure, and GIS services to support the unique business needs of Leon County and the citizens served.

PROGRAM HIGHLIGHTS

1. Assisted in the creation of the County's non ad-valorem assessments.
2. Implementation of the "Your Penny" Story Map Application.
3. Migration to the new IBM FLEX Computing Environment, which is essentially a virtual environment in use at the Public Safety Complex.
4. Implementation of the Land Information Application for County's Department of Support and Environmental Management(DSEM) and the Tallahassee-Leon County Planning Department.

BENCHMARKING

Priorities	Benchmarking	Leon County 2013	Benchmark
G1,G3	# of Business Units that use GIS (Deployment)	25	11.5 (Average)
G3,Q2	# of Layers of Data Maintained	481	300
G1,G3,Q1	# of Website and Custom Applications	46	20

Aegis Business technologies provided a benchmarking report for the LC GIS in May 2012. The report provided several quantitative measures which identified TLC GIS as a leader among GIS programs in the Southeast, These include highest dollar amount acquired through grants, highest number of super-users supported, highest number of active GIS projects and the leader in Virtualization.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1	1. Provide customer response to system & software requests within (1) hour 100% of the time	95%	95%	95%
G1,Q1	2. Increase GIS internet applications, services and downloadable files by 20% annually	30%	20%	30%
G1,Q1	3. Increase internet user sessions by 20% annually	N/A	10%	10%
G1	4. Provide maintenance of base map components per schedule matrix, as required	100%	100%	100%
G1,Q1	5. Average monthly visits to the GIS Web Site	69,731	70,000	70,000
G3,Q2	6. Layers of data maintained (such as aerial photography at various resolutions; addressing; streets; building footprints; contours within USA (1 ft.) and County (2 ft.); hydrography; elevation; flood zones; land use and zoning; property ownership; subdivisions; easements; census)	481	481	508

PERFORMANCE MEASUREMENT ANALYSIS

1. TLCGIS makes every effort to respond to our customers as quickly as possible and to exceed expectations of the products and services delivered.
2. The application development process has been streamlined to allow more rapid and targeted results. TLCGIS has exceeded performance measures for this item providing mapping support for many major projects including the Penny Sales Tax project.
3. Internet user sessions are now calculated using a different method. TLCGIS moved from WebTrends to Google Analytics in January 2014 and the metrics of those two applications are not exactly the same. Additionally a complete re-design of the TLCGIS website is underway, and is expected to provide more capability for users going forward.
4. TLCGIS continues to maintain the base map as required, and going above and beyond by processing historic imagery from 1937, 1954, 1962, 1983, and 1990.
5. Average monthly visits remain consistent, however as noted in item #3 above, TLCGIS is working on a re-design of the website.
6. TLCGIS has consistently increased the data offerings and features being maintained in the GIS.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-421-539

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,248,607	1,218,650	1,383,013	Full Time	15.16	16.16
Operating	627,955	540,483	577,950	OPS	0.00	0.00
TOTAL	1,876,562	1,759,133	1,960,963	TOTAL	15.16	16.16

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Public Works
Business Plan**

Mission Statement

The mission of the Leon County Department of Public Works is to provide safe, efficient, and sustainable roadways and transportation amenities, stormwater facilities, parks and recreation opportunities, and maintenance services throughout Leon County that enhance its livability, environment and economic vitality.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012

Environment

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

Quality of Life

- Maintain and enhance our recreational offerings associated with our parks and greenway system for our families, visitors and residents. (Q1) 2013
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012
- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) 2013
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012

Strategic Initiatives

October 1, 2011 – December 31, 2013

- | | |
|--|---------|
| 1. Develop and maintain County transportation systems including; roads, bike lanes, sidewalks, trails, and right-of-ways. (EC1, Q2) 2012 | Ongoing |
| 2. Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including: bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension. (EN1, Q5) 2012 | Ongoing |
| 3. Continue to work with regional partners to develop strategies to further reduce nitrogen load to the Wakulla Springs. (EC4, EN1) 2012 | Ongoing |
| 4. Further develop clean – green fleet initiatives, including compressed natural gas. (EN4) 2013 | Ongoing |
| 5. Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, storm water facilities and rights-of-way. (EN1) 2012 | Ongoing |
| 6. Provide canopy road protections. (EN2) 2012 | Ongoing |
| 7. Provide Adopt-A-Tree program. (EN1, EN4) 2012 | Ongoing |

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Public Works

Strategic Initiatives October 1, 2011 – September 30, 2013	8.	Provide water quality testing (EN1) 2012	Ongoing	
	9.	Implement strategies which advance parks, greenways, recreational offerings, including: explore the extension of park and greenways to incorporate 200 acres of Upper Lake Lafayette. (EC1, EC4, Q1) 2012	Ongoing	
	10.	Implement strategies which advance parks, greenways, recreational offerings, including: develop Miccosukee Greenway Management Plan. (EC1, EC4, Q1) 2012	Complete	
	11.	Implement strategies which advance parks, greenways, recreational offerings, including: develop Alford Greenway Management Plan. (EC1, EC4, Q1) 2012	Complete	
	12.	Expand recreational amenities, including: complete construction of Miccosukee ball fields. (EC1, EC4, Q1, Q5) 2012	March 2014	
	13.	Expand recreational amenities, including: continue acquisition plans and development of a North East Park. (EC1, EC4, Q1) 2012	Ongoing	
	14.	Expand recreational amenities, including: Develop Apalachee Facility master plan to accommodate year-round events. (EC1, EC4, Q1) 2013	Ongoing	
	15.	Expand recreational amenities, including: continue to develop parks and greenways consistent with management plans at Okeehoopkee Prairie Park, Fred George Park and St. Marks Headwater Greenway. (EC1, EC4, Q1, Q5) 2012	June 2014	
	16.	Pursue American Public Works Association (APWA) accreditation. (G1, G4) 2012	Ongoing	
	17.	Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County. (EN1) 2013	Ongoing	
	18.	In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields. (Q1, EC1) 2013	September 2013	
	19.	Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding. (Q6, Q7) 2013	Complete	
	20.	Conduct a workshop regarding onsite sewage treatment and disposal and management options report. (EN1, EC4) 2013	Complete	
	Actions	1.	Continue to coordinate with FDOT, City of Tallahassee, CRTPA and other interested parties for a coordinated transportation system. (G1)	Engineering
		2.	Proposed a comprehensive sewer extension and flood study for Woodville area for consideration as part of the Sales Tax extension. (EC1, EN1, EN2)	Engineering
		3.	Schedule a workshop with the Board to present nitrogen reduction strategies for Wakulla Springs. (EN1)	Engineering
		4. A.	Establish a minimum six member Green Fleet Team. (EN4, G5)	Fleet
		B.	Purchase alternative fuel vehicles for County fleet when feasible. (EN4, G5)	Fleet
		C.	Expand the use of Echo Power Synthetic Blended recycled motor oil. (EN4, G5)	Fleet
		5. A.	Continue maintenance of closed drainage systems. (Q2)	Operations
B.		Provide silt removal from roadside ditches and conveyances. (EN1)	Operations	
C.	Re-sodding of excavated ditches. (EN1)	Operations		
D.	Continue Stormwater pond mowing. (EN1)	Operations		
6. A.	Perform high risk tree pruning and removal along canopy roads. (Q2, EN2)	Operations		
B.	Attend Canopy Road Citizen Advisory meetings. (EN2)	Operations		
7. A.	Advertise and promote the Adopt-A-Tree program through the County's web page, the Leon County link and through the Community and Media Relations News Advisory. (EN3, G3)	Operations		
B.	Process requests and planting of Adopt a Tree. (EN1, EN4)	Operations		
8.	Continue to sample water quality at 73 separate Leon County locations. (EN1)	Engineering		

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Public Works

Actions	9. A. Establish a new Parks and Recreation 10-year Vision/Master Plan. (Q1, Q4, G3)	Parks & Rec
	B. Implement a public awareness/education campaign by participating in local events and accepting opportunities to present to community groups. (G3)	Parks & Rec
	10. Finalized Miccosukee Canopy Road Greenway Plan by holding the necessary public meetings, presenting final reports to the Board, submitting final plans to the State, and presenting to the Acquisition and Restoration Council (ARC). (Q1, Q4, G1, G3)	
	11. A. Initiated and conduct a trail assessment for the J.R. Alford Greenway to better utilize the existing trail mileage to accommodate a wider variety of passive experiences. (G5)	Parks & Rec
	B. Established a volunteer program with assistance from Volunteer LEON that engages the community, assists with user-compliance, and educates park visitors. (G1,G3)	Parks & Rec
	C. Finalized J. R. Alford Greenway Management Plan by holding the necessary public meetings, presenting final reports to the Board, submitting final plans to the State, and presenting to the Acquisition and Restoration Council (ARC). (Q1, Q4, G1, G3)	Parks & Rec
	12. Coordinate with the Division of Engineering to complete construction of the Miccosukee ball fields in time for the 2014 Little League season. (Q2, Q6, G2)	Parks & Rec
	13. A. Establish a new Parks and Recreation 10-year Visioning/Master Plan. (Q1, Q4, G3)	Parks & Rec
	B. Continue to work with the community user groups such as the Tallahassee Astronomical Society, Tallahassee Mountain Bike Association, Gulf Winds Track Club, Pop Warner, Little League, Friends of the Miccosukee Greenway, Wildwood Preservation Society, Southern Trail Riders Association and others to explore new avenues and partnerships for providing and expanding park amenities. (Q1, G3)	Parks & Rec
	14. Coordinate with the Tourist Development Council and the Division of Solid Waste Management to establish an Apalachee Regional Park Facilities Master Plan as a tool for economic development. (E1, E4)	Parks & Rec
	15. A. Implement a public awareness/education campaign by participating in local events and accepting opportunities to present to community groups. (G3)	Parks & Rec
	B. Continue to work with the community user groups such as the Tallahassee Astronomical Society, Tallahassee Mountain Bike Association, Gulf Winds Track Club, Pop Warner, Little League, Friends of the Miccosukee Greenway, Wildwood Preservation Society, Southern Trail Riders Association and others to explore new avenues and partnerships for providing and expanding park amenities. (Q1, G3)	Parks & Rec
	16. Initiate the self-assessment process for Public Works. (G1, G2)	All Public Works
	17. A. Conduct a workshop on Sales Tax Extension Projects which include Woodville Rural Community and Additional Woodville. (EN1)	Engineering
	B. Conduct a workshop regarding on-site septic systems. (EN1)	
	C. Prepare additional sales tax project per Board direction to add Lake Munson area to the County project list for sewerage. (EN1)	
	18. A. Convene a meeting of community baseball representatives/leadership, including City management staff. (Q1, EC1)	Parks & Rec
	B. Acceptance of a Status Report regarding the meeting and Board Direction on further actions.	
	19. Conducted Workshop on Sidewalk Policy, Priorities, and Funding Options. (Q6, Q7)	Engineering
	20. Conducted Workshop on Septic System Management Options and BMAP Process. (EN1,EC4)	Engineering
Performance Measures	EN4 Increase the number of County fleet vehicles using alternative fuels 3% annually.	-87% Pg. 1-26
	EN4 Reduce County fleet vehicle Gas and Diesel consumption 3% annually.	-0.2% Pg. 1-26
	EN2 Miles of high risk tree pruning and removal along canopy roads.	28 Pg. 1-22
	EN1, EN4 Increase the number of trees planted/adopted annually.	226 Pg. 1-22
	EN1 Maintain number of Leon County water bodies sampled annually.	42 Pg. 1-25
	EC4 Host 3 economically-significant events at the Apalachee Regional Park annually.	3 Pg. 1-27

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Public Works

DIVISION
Support Services

PROGRAM
Support Services

GOAL

The goal of the Department of Public Works and Community Development Support Services is to effectively serve the residents of Leon County by planning, developing, and maintaining quality infrastructure. This is accomplished by delivering environmentally sensitive and cost-effective products and services in order to achieve a high quality of life that includes health and safety, human comfort, and convenience.

PROGRAM HIGHLIGHTS

1. Oversaw the completion of a capital projects priority list for the fifth cent gas tax program, and a comprehensive review of the overall sidewalk network within the unincorporated areas of the County, which identified 64 stand-alone sidewalk segments meeting the Board's adopted Sidewalk Selection Criteria.
2. Oversaw the completion of major capital improvement projects including: Lafayette Street Phase 2 and 3 improvements, traffic improvements at Meridian and Rhoden Cove and Bannerman and Bull Headley, and improvements at Fort Braden Community Park, Stoneler Road Park, and Apalachee Regional Park.
3. Staff participated as a Program Committee Member for the 2014 Governor's Hurricane Conference and organized a workshop entitled, "Public Works: First to Respond, Last to Leave."
4. Continued coordination with Development Support & Environmental Management & the Department of PLACE for developments and ordinances that impact and overlap with the respective departments.
5. Continued coordination with Florida Department of Transportation and City Public Works to ensure proper construction and maintenance of the County's transportation and stormwater-related infrastructure.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-400-541

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014</u> <u>Adj. Budget</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>	<u>FY 2014</u> <u>Adopted</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>
Personnel	399,437	395,034	405,466	Full Time	4.00	4.00
Operating	183,732	139,575	183,997	OPS	0.00	0.00
Grants & Aid	500,000	500,000	0			
TOTAL	1,083,169	1,034,609	589,463	TOTAL	4.00	4.00

DEPARTMENT
Public Works

DIVISION
Operations

PROGRAM
Transportation Maintenance

GOAL

The goal of the Public Works, Division of Operations Transportation Program is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance. This is accomplished through cost effective, environmentally sensitive, and aesthetically pleasing products and services.

PROGRAM HIGHLIGHTS

1. Refurbished 82.57 line miles of pavement markings improving driver visibility on County roadways.
2. Performed 5.21 miles of resurfacing with Open Grade Hot Mix (OGHM), which is an environmentally safer type of asphalt that provides a certain degree of stormwater treatment within the asphalt mat.
3. Installed, repaired and maintained approximately 16,156 signs throughout Leon County.
4. Completed 148 private road repair work requests.

BENCHMARKING

Priorities	Benchmark Data	2013-2014 Leon County Actual Production MH/Unit	Benchmark (FDOT Production) (Standard)
Q2	Pavement Symbols (Plastic)	0.053 man hours/sq. ft.	0.063 man hours/sq. ft.
Q2	Plant Mix Patching (Hand) ¹	12.00 man hours/ton	11.088 man hours/ton
Q2	Major Plant Mix Patching (Mechanical) ¹	5.3 man hours/ton	2.602 man hours/ton
Q2	Signs (ground signs 30 sq. ft. or less) ²	0.43 man hours/sign	0.834 man hours/sign

Benchmark Sources: Florida Department of Transportation

1. Leon County's man hours per unit production exceeds FDOT due to additional travel time required to move crews and equipment to multiple small projects, as compared to FDOT's typical large projects.
2. Leon County's man hour per unit production is less than FDOT due to the close proximity and density of Leon County signs compared to those of FDOT.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2	1. Perform 800 tons/year of major asphalt repairs	390	800	495
Q2	2. Perform 500 tons/year asphalt/pothole patching	351	500	270
Q2	3. Install and repair 9,000 sign panels annually	6,265	9,000	16,156
Q2	4. Install and refurbish 75,000 sq. ft. of pavement markings and symbols with plastic	104,176	80,000	93,224
G1	5. Respond to 90% of work orders within three (3) weeks	88%	90%	87%
Q2	6. Grade County maintained dirt roads on a 15 day cycle	17 days	14 days	15 days
Q2	7. Performs resurfacing on 5 miles of Open-Grade Mix roads annually	5.42	5.00	5.21
Q2	8. Repair 130 miles/year of shoulders	122	130	92

PERFORMANCE MEASUREMENT ANALYSIS

1. FY 2014 actual reflects a decrease from the estimate as a result of prioritized resurfacing and increased efficiencies in route maintenance. Beginning FY 2016, the performance measure will be reduced to 400 tons annually to better reflect current production trends.
2. The decrease is due to prioritized resurfacing and increased efficiencies in route maintenance. This performance measure was changed to 400 tons per year in the FY 2015 budget.
3. FY 2014 actual reflects a change in department work processes by directing staff to wash sign panels on a more routine basis. This change resulted in a significantly higher number of sign panels being washed from FY 2013. The 9,000 estimate of sign panels maintained annually was changed in the FY 2015 budget to reflect both sign installation and repair, and sign washing as two separate performance measures.
4. Increase over estimate production due to fully staffed crews and fewer instances of equipment breakdowns.
5. The standard for responding to work orders was maintained.
6. 15 day grading cycle of dirt roads was met.
7. Resurfacing of Open-Grade Mix roads remained consistent with FY13.
8. Decreased production was due to vacancies within the Transportation Program shoulder repair crews.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-431-541

	FINANCIAL			STAFFING			
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget	
Personnel	2,427,845	2,556,265	2,813,506	Full Time	48.00	52.00	53.00
Operating	860,891	739,494	879,313	OPS	0.00	0.00	0.00
Transportation	492,679	485,656	512,190				
TOTAL	3,781,415	3,781,415	4,205,009	TOTAL	48.00	52.00	53.00

DEPARTMENT
Public Works

DIVISION
Operations

PROGRAM
Right-of-Way

GOAL

The goal of the Public Works, Division of Operations Right-of-Way Management Program is to provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification and stormwater maintenance.

PROGRAM HIGHLIGHTS

1. Leon County received Tree City USA designation from the National Arbor Day Foundation for the eighth year in a row.
2. FDOT staff recognized Operations for the high quality maintenance of Mahan Drive.
3. Arbor Day, celebrated January 25, 2014, saw 110 Live Oaks planted at the J. R. Alford Greenway.
4. Right-of-Way planted 118 Basswoods as part of the Adopt-A-Tree Program.

BENCHMARKING

Priorities	Benchmark Data	2013-2014 Leon County Actual MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q2	Roadway Litter Removal	0.65 man hours/acre	0.93 man hours/acre
Q2	Right-of-Way Mowing	0.40 man hours/acre	0.58 man hours/acre
Q2	Finish Cut Mowing ¹	6.61 man hours/acre	4.71 man hours/acre

Benchmark Source: Florida Department of Transportation

1. FDOT man hours per unit is lower due to FDOT landscape areas being larger and more expansive than Leon County, which results in less FDOT time lost due to mobilization and travel.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2	1. Increase the number of Adopt-a-Road litter control groups by 1% over the prior year	23%	2%	5%
Q2	2. Inspect and remove high risk wood on 58 miles of Canopy Roads every three years with an annual average of 19.3 miles	14.0	19	28
Q2	3. Perform clear zone maintenance on 40 shoulder miles	24	40	42
Q2	4. Pick up litter on 500 miles of roads five times per year (Goal: 2,500 mi)	2,232	2,500	1,984
Q2	5. Maintain 41.9 acres of landscaped area 10 times per year (Goal: 419 acres)	552	419	560
G1	6. Respond to 90% of work orders within three weeks	95%	90%	95%
Q2	7. Mow 500 miles, five times during the mowing season	2,822	2,500	2,589
Q2	8. Increase the number of trees planted/adopted annually	250	260	226

PERFORMANCE MEASUREMENT ANALYSIS

1. Growth of the Adopt-a-Road program is directly related to public response to the program.
2. Additional time and resources were committed in FY14 to exceed the three year cycle.
3. Due to the Clear Zone crew being fully staffed throughout the year and few equipment breakdowns, the program was able to exceed its annual projection.
4. Inclement weather in the spring negatively impacted the number of roadside miles for litter pick up.
5. With the addition of Mahan Drive maintenance this summer, total acreage for FY14 exceeded the annual production target.
6. Fewer equipment breakdowns and better staff scheduling enabled the program to maintain historical response rates.
7. Fewer equipment breakdowns throughout most of the mowing season enabled the Program to exceed the FY14 estimate.
8. A total of 226 trees were planted/adopted in FY14, 110 live oaks were planted on Arbor Day.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-432-541

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,731,989	1,431,091	1,731,322	Full Time	35.00	35.00
Operating	422,368	262,466	317,613	OPS	0.00	0.00
Transportation	318,689	291,606	312,342			
TOTAL	2,473,046	1,985,163	2,361,277	TOTAL	35.00	35.00

DEPARTMENT
Public Works

DIVISION
Operations

PROGRAM
Stormwater Maintenance

GOAL

The goal of the Public Works, Division of Operations Stormwater Maintenance Program is to provide for the safety, comfort and convenience of the public by creating, maintaining and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance.

PROGRAM HIGHLIGHTS

1. Completed the renewal of 54 county and city stormwater operating permits for county owned stormwater facilities.
2. Completed stormwater projects at Ochlocknee Rd, Lanier St, Harriett Dr., Whirlaway Trl., Larkspur Ln., Landover Place, Cynthia Dr. and Avondale Way.
3. Removed more than 1,190 cubic yards of trash from Lake Henrietta trash racks.
4. Conducted 271 inspections of stormwater ponds for National Pollutant Discharge Elimination System (NPDES) – Municipal Separate Storm Sewer Systems (MS4) permit.
5. Cleaned and reshaped more than 32 miles of roadside ditches.

BENCHMARKING

Priorities	Benchmark Data	2013-2014 Leon County Actual Production MH/Unit	Benchmark (FDOT Production) (Standard)
Q2, EN1	Cleaning of Drainage Pipes (Mechanical) ¹	0.230 man hrs/linear ft.	0.122 man hrs/linear ft.
Q2, EN1	Cleaning and Reshaping Roadside Ditches	0.090 man hrs/linear ft.	0.090 man hrs/linear ft.

Benchmark Source: Florida Department of Transportation

¹ For FY15 the performance measure for cleaning drainage pipes is being changed by separating the mechanical cleaning activity from the hand cleaning activity. The new performance measure will more accurately reflect production numbers.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1	1. Respond to 90% of work order requests within six weeks	86%	90%	74%
Q2,EN1	2. Clean and reshape 150,000 feet/year of roadside ditches	170,342	150,000	161,739
Q2,EN1	3. Sod 8 miles of ditches	15.0	8.0	16.8
Q2,EN1	4. Clean 19,000 feet of drainage pipes	25,589	19,000	33,201
Q2,EN1	5. % of ponds mowed two times annually per County Operating Permit requirements	99%	90%	86%
Q2,EN1	6. % of conveyance systems mowed two times annually per County Operating Permit Standard	21%	50%	16%

PERFORMANCE MEASUREMENT ANALYSIS

1. Mechanical issues and a high amount of staff turnover, along with a 30% increase in calls, prevented the Division from meeting this performance measure.
2. This performance measure was met as a result of Gradall crews working seven days a week for several months to address the backlog of requests.
3. Increase in sod production is the result of the activity now being contracted and in-house crews not being pulled away from other department activities.
4. The FY14 increase is attributed to inclement weather (rain), which increased staff's workload. For FY15 the performance measure for cleaning drainage pipes is being changed by separating the mechanical cleaning activity from the hand cleaning activity. The new performance measure will more accurately reflect production numbers.
5. The decrease from FY13 is attributed to ongoing construction at some ponds which prevented mowing and several ponds added mid-year allowing for only one time mowed during FY14.
6. The decrease in production continues to be due to the decline in the availability of inmates, as well as inmate work crews having to be pulled from mowing activities to complete other projects.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 123-433-538

	FINANCIAL				STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	2,058,189	1,772,033	1,833,639	Full Time	41.00	37.00	37.00
Operating	328,841	344,913	414,863	OPS	0.00	0.00	0.00
Transportation	438,319	451,486	425,927				
TOTAL	2,825,349	2,568,432	2,674,429	TOTAL	41.00	37.00	37.00

DEPARTMENT
Public Works

DIVISION
Operations

PROGRAM
Mosquito Control

GOAL

The goal of the Public Works, Division of Operations Mosquito Control Program is to train and empower its employees to provide Leon County residents and visitors with effective and environmentally sound mosquito control services. Services and educational programs are provided to protect public health and reduce human discomfort associated with large mosquito populations.

PROGRAM HIGHLIGHTS

1. Conducted inspections of more than 1,700 ground sites for mosquito production and treated if necessary.
2. Responded to more than 8,800 mosquito control service requests from citizens for mosquito control services. Almost 1,800 of these service requests were received via CitizensConnect.
3. Treated more than 2,500 acres utilizing the Leon County Sheriff's helicopter to control mosquito larvae.
4. Collected and recycled more than 1,500 discarded tires.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2, G1	1. % of mosquito larva requests responded to in two days	44%	75%	86%
Q2, G1	2. % of adult mosquito spraying requests responded to in two days	55%	75%	85%
Q2, G1	3. % of domestic mosquito requests responded to in two days	58%	75%	90%

PERFORMANCE MEASUREMENT ANALYSIS

1.-3. Favorable weather conditions and an average mosquito season aided the Division in exceeding its performance measures in all three categories.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 125-214-562/001-216-562

	FINANCIAL				STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	325,843	313,865	345,600	Full Time	5.00	5.00	5.00
Operating	225,814	176,466	219,795	OPS	1.00	1.00	1.00
Transportation	53,676	61,034	60,766				
TOTAL	605,333	551,365	626,161	TOTAL	6.00	6.00	6.00

DEPARTMENT
Public Works

DIVISION
Engineering Services

PROGRAM
Engineering Services

GOAL

The goal of the Department of Public Works Engineering Services is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance our community's quality of life.

PROGRAM HIGHLIGHTS

1. Constructed Lafayette Street Capital Project Phase 2 and 3 streetscape improvements.
2. Completed intersection improvements for traffic mobility and safety improvements at Meridian & Rhoden Cove, Bannerman & Bull Headley, and North Monroe & Talpeco.
3. Redesigned the Edinburgh Estates stormwater project to intercept the majority of stormwater before potentially impacting drainage easements in resident's backyards.
4. Engineering staff mentored several FSU College of Engineering senior class projects, providing real life project experience to the students.
5. Horace and Lanier Street projects stabilized outfall channels into Lake Talquin, thereby reducing the sediment load to the lake and improving its water quality.
6. Staff remains active participants in the American Public Works Association (APWA), Florida Engineering Society (FES) and American Society of Civil Engineers (ASCE).
7. Staff obtained numerous certifications in advanced maintenance of traffic, asphalt, earthworks to broaden their skill sets and enhance the ability to deliver technically sound projects.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1	1. Manage staff so that not less than 40% of staff time is spent on Capital Improvement Project activities	20%	40%	28%
EN2, Q2	2. Review, permit, and inspect for completion of all projects assigned to ensure compliance with County standards	100%	100%	100%
G1	3. Maintain subdivision plat review time to an average of 6 days or less	2	4	5
G1	4. Maintain number of Leon County water bodies sampled annually	42	42	42

PERFORMANCE MEASUREMENT ANALYSIS

1. Capital Project Goal was not met as staff continues to utilize significant manpower resources to address non-CIP citizen issues. Project delivery has slowed to be able to meet citizen requests.
2. All projects were reviewed, permitted, and inspected for completion to ensure compliance with county standards.
3. The department exceeded the performance goal for FY14.
4. The number of water bodies sampled was maintained from FY13 to FY14.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-414-541

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>		<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>
Personnel	2,471,390	2,474,202	2,588,980	Full Time	32.00	32.00	32.00
Operating	466,344	255,967	514,825	OPS	0.00	0.00	0.00
Transportation	52,980	44,492	47,654				
TOTAL	2,990,714	2,774,661	3,151,459	TOTAL	32.00	32.00	32.00

DEPARTMENT
Public Works

DIVISION
Fleet Management

PROGRAM
Fleet Maintenance

GOAL

The goal of the Department of Public Works Fleet Maintenance is to provide the best quality maintenance and repair at the most economical cost to the taxpayers of Leon County.

PROGRAM HIGHLIGHTS

1. Collected \$341,325 for equipment buy-backs, \$144,595 for surplus vehicle/equipment auctions, \$1,242 for used motor oil, and \$578 for scrap iron for a total of \$487,740.
2. Purchased 2,950 gallons of Echo Power, Echo Friendly Recycled Motor Oil, eliminating the need for virgin crude oil.
3. Recycled 2,665 gallons of used oil.
4. Purchased two alternative fuel vehicles as part of the County Green Fleet initiative.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Hourly Shop Rate	\$78.00	\$89.37
G1	Mechanic productivity (based on 2,080 hrs annually)	75%	66% to 72%

Benchmark Sources: Based on October 2013 survey of local dealerships: Dale Earnhardt Chevrolet \$110.88; Tallahassee Ford \$108.00; Dale Earnhardt GMC \$105.00; Flint Equipment \$98.00 and Ring Power \$93.00. Productivity rate is based on data from Flint Equipment and Ring Power.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1	1. # of chargeable hours	4,726	6,000	5,368
G1	2. # of preventative maintenance services performed	1,000	1,000	966
EN4	3. # of alternative fuel vehicles purchased	16	3	2
EN4	4. # of average miles per gallon	28.72	28.00	28.80
EN4	5. Reduce County fleet vehicle Gas and Diesel consumption 3% annually	-0.4%	-3%	-0.2%

PERFORMANCE MEASUREMENT ANALYSIS

1. The chargeable hours were below the estimate due to a long term technician position vacancy.
2. Due to an emphasis on adhering to County preventative maintenance schedules, the number of maintenance services performed was in range, although below the estimate in FY14. A long term position vacancy contributed to the decrease and the measure not being met.
3. There were only two opportunities to purchase Alternative Fuel vehicles in FY 2014.
4. Continued to maintain the County overall miles per gallon above the projection by following Green Fleet initiatives and investing in alternative fuel vehicles.
5. County fuel consumption was slightly less due to the introduction of more fuel efficient vehicles into the County fleet.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 505-425-591

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	554,634	621,992	570,980	Full Time	9.00	9.00	9.00
Operating	2,637,342	2,255,640	2,564,462	OPS	0.00	0.00	0.00
Transportation	18,556	12,232	17,974				
TOTAL	3,210,532	2,889,864	3,153,416	TOTAL	9.00	9.00	9.00

DEPARTMENT
Public Works

DIVISION
Parks & Recreation

PROGRAM
Parks & Recreation

GOAL

The goal of the division of Public Works Parks & Recreation Services is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting recreation, parks and open space. This is accomplished through cost effective, environmentally sensitive and aesthetically pleasing products and efficient services.

PROGRAM HIGHLIGHTS

1. Completed the plans, specifications, and permitting for the construction of Fred George Greenway and Park. Construction is scheduled to begin in early 2015.
2. Enhanced the passive recreational offerings associated with Miccosukee Greenway with four miles of trail stabilization and improvements between Thornton Road trail head and Crump Road trail head making hiking, biking, running and horseback riding a better and more accessible user experience for all.
3. Improved active park amenities through the installation of new playground equipment at Miccosukee Park, completion of parking improvements at Daniel B. Chaires Park, and drainage improvements at Stoneler Road Park and Apalachee Regional Park.
4. Completed a concession stand renovation project at Ft. Braden Park to accommodate growing storage needs for equipment and materials for users and staff.
5. Conducted public meetings at all six community centers to receive feedback from neighbors and users on how collected revenues could be utilized to enhance the facilities. The meetings resulted in improvements to community center sound systems, the installation of bike racks at Woodville Community Center, additional program offerings to seniors at the Lake Jackson Community Center, and changes to storage arrangements at Miccosukee Community Center.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q1	Total Park Acres per 1,000 Population	12.82	12.78

Benchmark Sources: International City/County Management Association (ICMA) Comparative Performance Measurement Report 2012

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q1	1. # of acres of invasive exotic plants removed from greenways and open spaces	1,515	1,000	410
Q1,EN2,EC4	2. # of greenway acres maintained	2,675	2,852	2,675
Q1	3. # of youths participating in sport activities	2,051	3,000	1,929
EC4	4. Host 3 economically-significant events at the Apalachee Regional Park annually	3	3	3

PERFORMANCE MEASUREMENT ANALYSIS

1. Due to staff shortages on the Greenway during peak burning season, no prescribed burns were conducted during FY14. The 410 acres reflected were treated through herbicide applications. The invasives that were targeted included Japanese Climbing Fern and Kudzu on Alford Greenway and Coral Ardisia at Apalachee Regional Park (natural area). Prescribed fire is scheduled to occur during FY15 now that staffing levels have been reestablished.
2. It was anticipated that 174 acres of property on the north side of Alford Arm/Lake Lafayette, commonly known as the Nusbickel property and currently owned by Blueprint 2000, would be transferred to the County. That transfer was not effectuated this past fiscal year, but is still anticipated.
3. Participation numbers declined by 6% even with more active promotion of the programs including two morning talk show spots promoting football registrations. Staff will continue to use different outlets to promote the available active sport programs in order to reverse the downward trend.
4. The three events held at the Apalachee Regional Park were the FSU Invitational (Oct. 11 & 12, 2013), the Florida High School Athletic Association State Cross Country Meet (Nov. 9, 2013), and the Florida Athletic Coaches' Association All Star Cross Country Meet (Nov. 23, 2013).

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-436-572

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,372,864	1,321,918	1,401,288	Full Time	28.00	28.00
Operating	834,040	776,120	886,681	OPS	0.00	0.00
Transportation	190,346	191,996	208,453			
Capital Outlay	40,000	20,343	40,000			
Grants & Aid	179,000	179,000	179,000			
TOTAL	2,616,250	2,489,377	2,715,422	TOTAL	28.00	28.00

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Development Support & Environmental Management
Business Plan**

Mission Statement

The mission of the Leon County Department of Development Support & Environmental Management is to support the development of a sustainable community and its built environment, while protecting and preserving our natural resources to maintain the quality of life for all citizens, while building positive relationships through exceptional customer service.

Strategic Priorities

Economy

- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 2012
- 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. (EC5) 2012

Quality of Life

- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) rev. 2013
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6) 2012

Environment

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

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012

Strategic Initiatives
October 1, 2011–December 30, 2013

1. Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities including: consider policy to continue suspension of fees for environmental permit extensions (EC2)	Completed 6/2012
2. Implement Department of Development & Support Environmental Management Project Manager (EC2, G2)	Ongoing
3. Implement Department of Development & Support Environmental Management dual track review and approval process (EC2, G2)	Ongoing
4. Waive building permit fees for disabled veterans (EC5)	Completed 6/2012
5. Implement strategies that protect the environment and promote orderly growth, including: develop Countywide Minimum Environmental Standards (EN1, EN2)	Completed 5/2012
6. Implement strategies that protect the environment and promote orderly growth, including: develop minimal natural area and habitat management plan guidelines (EN1, EN2)	Completed 5/2012
7. Implement strategies that protect the environment and promote orderly growth, including: integrate low impact development practices into development review process (EN1, EN2)	9/2013
8. Implement strategies to protect natural beauty and environment including,: integrate 100-year flood plan data in GIS (EN1, EN2)	9/2012
9. Provide Greenspace Reservation Area Credit Exchange (GRACE) (EN1, EN3)	Ongoing
10. Implement fertilizer ordinance (EN1)	Ongoing
11. Implement strategies that support amenities which provide social offerings, including: develop unified special event permit process (Q4, G2)	Completed 8/2012

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Development Support & Environmental Management

	12. Implement strategies that support amenities which provide social offerings, including: develop unified special event permit process (Q4, G2)	Completed 8/2012
	13. Implement strategies that promote home ownership and safe housing, including: consider property registration for abandoned real property. (Q6)	Completed 3/2013
	14. Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including: develop process by which public may electronically file legal documents related to development review and permitting (G2)	Completed 5/2012
	15. Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including: investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive county permits via the internet. (EN4, G2)	Ongoing
	16. Investigate the feasibility of providing after hours and weekend building inspections for certain types of construction projects. (G2)	Completed 4/2013
	17. Develop examples of acceptable standard solutions to expedite environmental permitting for new construction. (EN1, EN2, G2)	Completed 9/2012
Actions	1. Enacted the legislative mandate to suspend fees for environmental permit extensions through December 31, 2012, to assist homeowners and developers during the economic downturn. (EC2)	Environmental Services
	2. Implement the Project Manager concept for site and development plan applications and explore opportunities to expand the concept to enhance other application review processes. (EC2)	Development Services
	3. Continue monitoring the implementation of the dual track review and approval process to ensure efficiency and to track trends in the preferred approval process. (EC2)	Development Services
	4. Waived building, environmental, and development services permit review fees for honorably discharged veterans with a 100% service connected disability as approved by an ordinance on June 27, 2012. (EC5)	Building Plans Review & Inspection
	5. Implemented the Board-adopted Countywide Minimum Environmental Standards to protect the environment and promote consistent orderly growth. (EN1)	Environmental Services
	6. Developed minimum natural area and habitat management plan guidelines and integrating low impact development practices into the development review process. (EN1)	Environmental Services
	7. Promote low impact development practices in the development review process in order to encourage orderly growth and protect the environment. (EN3)	Environmental Services
	8. Integrate 100-year flood plan data in GIS to educate and inform property owners of areas prone to potential flooding. (EN2)	Environmental Services
	9. Develop acceptable standard solutions to expedite environmental permitting for additions to existing single family homes. (EN1)	Environmental Services
	10. Encourage the utilization of the County's Greenspace Reservation Area Credit Exchange (GRACE) program through the pre-application and site plan review processes. (EN2)	Environmental Services
	11. Developed strategy to implement the fertilizer ordinance to minimize nutrients in groundwater and downstream surface waters. (EN1)	Environmental Services
	12. Implemented the unified temporary use/special event permit application, providing for a simple and efficient application process. (Q4)	Development Services
	13. Researched the development of an Ordinance to require property registration for abandoned real property to promote safe housing and protect property values. (Q6)	Permit & Code Services
	14. Implemented and promoted the electronic recordation of legal documents with the Clerk of the Courts Office to expedite the permitting process and save customers time and money. (G2)	Building Plans Review and Inspection
	15. Researching the possibility of expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive permits online. (EN4, G2)	Building Plans Review and Inspection
	16. After investigating the practicality of offering after hours and weekend building inspections for certain types of construction projects, began offering services in April 2013. (G2)	Building Plans Review and Inspection
	17. Developed acceptable standard solutions to expedite environmental permitting for new construction. (EN1, EN2, G2)	Environmental Services

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Development Support & Environmental Management

Performance Measures	G2	% of inspections completed on time within 24 hours of the request.	100%	Pg. 1-33
	G2	% of permit requests completed within 30 days.	100%	Pg. 1-33
	Q6	% of all construction address assignments and verifications completed within the permitting and review process as established by County Code.	100%	Pg. 1-35
	G2	# of Permitted Use Verifications, zoning compliance determinations, and zoning letters issued within 15 days.	130	Pg. 1-35
	Q6,G2	% of site and development plans reviews completed by staff within the applicable time frames as established by Code.	100%	Pg. 1-35
	EN2	# of Environmental Management Act permits issued within the time frame designated by Ordinance.	104	Pg. 1-34
	EN1	# of environmental compliance inspections completed on an annual basis consistent with established guidelines.	7,600	Pg. 1-34
	Q6	% of active code compliance cases brought into compliance on an annual basis.	56%	Pg. 1-31

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT Development Support & Env. Management	DIVISION Permit & Code Services	PROGRAM Permit & Code Services
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GOAL

The goal of the Division of Permit and Code Services is to administer, centralize, coordinate and facilitate licensing code compliance, citizen review boards, and growth and environmental management services to residents, property owners and land development professionals served by the Department of Development Support and Environmental Management, in order to achieve compliance with adopted ordinances and policies.

PROGRAM HIGHLIGHTS

1. Collected approximately \$2.5 million in revenue of which \$938,000 came from Development Services and Environmental Services land use review and environmental permitting respectively, and \$1.6 million for building permit review and inspection fees during FY14.
2. Permit intake staff assisted approximately 12,940 walk-in customers, processed approximately 3,334 permit applications, and over 31,000 phone calls.
3. The Code Compliance Program assisted 1,156 Contractor's Licensing walk-in and telephone customers, and responded to 3,866 complaint calls, of which 1,294 received an initial site inspection.
4. Implemented the Abandoned Property Registration Ordinance and registered 782 properties within the unincorporated Leon County.

BENCHMARKING

Priorities	Benchmarking*	Leon County	Benchmark
Q6	Code compliance cases brought into compliance as % of open cases (816 cases)	63%	55.6%
Q6	Code compliance cases brought into compliance as % of all cases (1,294 total)	79%	73.1%

*International City Management Association Comparable Performance Measurement 2011

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2	1. # of permit applications received and processed	3,567	3,400	3,334
Q6	2. % of Code Enforcement Board orders prepared and executed within 10 working days	70/100%	50/100%	84/100%
G2	3. # of walk-in customers	13,426	12,000	12,940
G2	4. # of permits issued or approved	2,704	3,100	3,057
G2	5. # of calls processed	34,027	40,000	31,307
G2	6. Total fees received (millions)	\$2.4	\$1.8	\$2.5

PERFORMANCE MEASUREMENT ANALYSIS

1. The permit applications submitted are still dominated by the smaller projects. Due to the slight turn around in the economy, this number remains constant with a marginal decrease by 7% from the previous year.
2. There were 84 Code Enforcement Board orders filed and all within the required 10 working days.
3. The increase in new home construction, as well as an increase in building activity for smaller projects such as additions and alterations, remains constant; however, due to use of Project Dox electronic submittals, it resulted in a decrease in walk-in customers.
4. The increased number of permits processed may be attributed to an upturn in the economy with residents choosing to remodel, enlarge or repair existing structures, rather than initiate new building projects.
5. The slight decrease in telephone calls processed may be reflective of the increased use of Project Dox electronic submittals and permits issued via the County's automated processes.
6. The increase in revenue is a result of a continuing upturn in development activity resulting from a gradual change in the real estate and construction market.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-423-537

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	428,695	401,386	466,070	Full Time 7.13	7.88	7.88
Operating	30,003	26,786	30,278	OPS 0.00	0.00	0.00
Transportation	5,526	4,577	5,155			
TOTAL	464,224	432,749	501,503	TOTAL 7.13	7.88	7.88

DEPARTMENT Development Support & Env. Management	DIVISION Support Services	PROGRAM Support Services
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GOAL

The goal of the Division of Support Services is to provide the administrative direction and support necessary to enable the Department to serve the public, governmental entities, and the development and environmental communities by managing growth and protecting the natural environment through public information and assistance, development review and permitting activities, and other compliance related services consistent with all applicable County and State plans, regulations, and policies.

PROGRAM HIGHLIGHTS

1. Continued to serve as primary contact to assist customers with all electronic recording of documents with the Clerk of the Courts Office.
2. Maintained the Renaissance Center second floor conference room, including the electronic equipment, and coordinated all requests for the meeting space.
3. Coordinated all public records requests made via telephone, in person, or through the County Attorney's Office.
4. Managed the Administrative Pool to provide administrative support and back-up assistance to all Department Divisions.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-424-537

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	305,762	326,848	316,315	Full Time	3.92	3.92
Operating	30,970	9,884	30,970	OPS	0.00	0.00
TOTAL	336,732	336,732	347,285	TOTAL	3.92	3.92

DEPARTMENT	DIVISION	PROGRAM
Development Support & Env. Management	Bldg Plans Review & Inspection	Bldg Plans Review & Inspection

GOAL

The goal of the Building Plans Review and Inspections Division is to ensure that built environments are safe, accessible and energy efficient through compliance with all applicable construction codes, plans review, inspections, the use of automated technologies and continuing staff development.

PROGRAM HIGHLIGHTS

1. Recently implemented phases three and four of the ProjectDox document review program to include electronic submittal of manufactured home set-up and addition/alteration permit applications for single family dwellings.
2. Proposed and received Board approval to amend Resolution 14-47 which extended the veterans building permit fee waiver to include the spouses of veterans who have died during military service.
3. Worked closely with the Environmental Services Division to achieve a Community Rating System (CRS) designation for Leon County, which will result in lower flood insurance rates for county residents with property located in flood hazard areas.

BENCHMARKING

Priorities	Permit Review Time Frames*	Single Family			Commercial		
		Total Days	Applicant	Staff	Total Days	Applicant	Staff
G2	2011 Actual	24	14	10	40	33	7**
G2	2012 Actual	25	16	9	43	25	18***
G2	2013 Actual	27	19	8	54	45	9
G2	2014 Estimate	20	11	8	31	13	18
G2	2014 Actual	21	12	9	32	14	18

* Review times are based on calendar days and include both staff and applicant/consultant holding periods. Building permits are not released until all other development permits are ready to be issued.

**Lower staff review times are due to the use of pre-manufactured buildings for commercial structures; these pre-approved modular buildings do not require plan reviews reducing the permit approval time.

***The increase in staff time is due to specific larger and complicated plan reviews that are reflected in the overall mean time for the year.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2	1. # of building inspections performed	16,277	13,570	15,843
G2	2. # of miles between each inspection site	13	13	12
G2	3. Average minutes per inspection on construction site	15	21	15
G2	4. # of plan reviews performed	9,678	7,060	10,230
G2	5. % of inspections completed on time	100%	100%	100%
G2	6. # of permits issued	4,839	3,530	5,115
G2	7. % of permit requests completed within 30 days	100%	100%	100%
G2	8. Building Inspections per day per inspector	11	10	11
G2	9. Plan reviews per plans examiner per day	19	14	21

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of inspections performed decreased slightly from FY13 but was still much higher than was experienced during the recession.
2. The number of miles between job sites was down slightly from FY13 as a result of slightly fewer inspections performed.
3. The average minutes for each inspection remained consistent with FY 2013.
4. Due to an increase in construction activity, the number of plans reviewed increased from FY 2013 by almost 6%.
5. Percent of inspections completed on time remained consistent at 100%.
6. The number of permits issued increased from FY 2013 due to an improving economy.
7. Percent of permit requests completed on time remained at 100%.
8. Inspections per day, per inspector remained at a consistent level.
9. The number of plans reviews per day increased due to an increase in the number of permits issued.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 120-220-524

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,081,603	947,034	1,223,909	Full Time	13.95	14.20
Operating	75,984	21,707	75,799	OPS	0.00	0.00
Transportation	30,128	33,342	32,434			
TOTAL	1,187,715	1,002,083	1,332,142	TOTAL	13.95	14.20

DEPARTMENT Development Support & Env. Management	DIVISION Environmental Services	PROGRAM Environmental Services
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GOAL

The goal of the Division of Environmental Services is to provide high quality technical and scientific permitting and review services to the public and to disseminate environmental information to the public and government agencies in support of environmental protection efforts.

PROGRAM HIGHLIGHTS

1. In coordination with Development Service Division, developed Low Impact Development standards which the Board adopted on December 10, 2013. These standards will help protect the water quality of our lakes and groundwater.
2. With assistance from the Building Plans Review and Inspection Division, worked on the Community Rating System (CRS) to provide reductions in the cost of flood insurance for the citizens of Leon County.
3. Continued to implement Project Dox electronic submittals and review of environmental permits.
4. Conducted a presentation on Leon County's Environmental Protection to FSU undergraduate students majoring in Environmental Science.
5. Continued to monitor and inspect the Capital Circle Southwest capacity improvement project from Tennessee Street to Orange Avenue.

BENCHMARKING

Priorities	Permit Review Time Frames*	Natural Feature Inventory			Environmental Impact Analysis			Environmental Permits		
		Total Days	Applicant	Staff	Total Days	Applicant	Staff	Total Days	Applicant	Staff
EN1,EN2	FY 2011 Actual	30	17	13	42	31	11	27	20	7
EN1,EN2	FY 2012 Actual	29	16	13	75	56	19**	46	35	11**
EN1,EN2	FY 2013 Actual	29	14	15	23	16	7	64	56	8
EN1,EN2	FY 2014 Actual	28	16	12	***	***	***	44	37	7

* Review times are based on calendar days and include both staff and applicant/consultant holding periods.

**The increase in Environmental Analysis review time from FY12 is due to more complicated applications, which are difficult to forecast.

*** There were no EIAs as developers utilized the Final Development Plan Approval process.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EN2	1. # of Natural Features Inventory applications reviews	46	40	43
EN2	2. # of site plan reviews (environmental impacts)	111	96	93
EN1	3. # of stormwater operating permits reviews	24	21	32
G2	4. # of environmental service advisor clients	1,510	1,590	1,699
EN2	5. # of single family lot environmental permit application reviews	406	400	481
EN1	6. # of stormwater operating permit renewals completed within the 3-year renewal cycle	217	214	215
EN1	7. # of environmental inspections conducted annually	7,294	7,000	7,600
EN2	8. # of Environmental Management Act permits issued within the time frame designated by Ordinance	71	101	104
EN1	9. # of Science Advisory Committee meetings administered	10	10	9

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of Natural Features Inventory applications remains relatively steady.
2. The backlog of previously approved development orders has resulted in new site plans being relatively unchanged from FY13.
3. The number of Operating Permit reviews has increased, and this is due to close-out of numerous private and public projects.
4. An improving economy and the resulting increase in development interest resulted in an increase in environmental service advisor customer service demand.
5. Due to improving economic conditions, the number of environmental permits issued was above the estimated target.
6. Based on their cyclical requirement, the number of Operating Permit renewals remained relatively steady.
7. The increase in inspections is directly related to the increase in single family permitting due to an improving economy.
8. Improving economic conditions resulted in an increased number of environmental permits.
9. The number of Science Advisory Committee meetings remained relatively consistent.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-420-537

	FINANCIAL				STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,240,340	1,249,511	1,291,716	Full Time	14.00	14.00	14.00
Operating	54,584	27,778	37,826	OPS	0.00	0.00	0.00
Transportation	34,461	26,643	32,731				
TOTAL	1,329,385	1,303,932	1,362,273	TOTAL	14.00	14.00	14.00

DEPARTMENT Development Support & Env. Management	DIVISION Development Services	PROGRAM Development Services
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GOAL

To guide and support the development of sustainable communities through the adopted policies of the Comprehensive Plan and development standards of the Land Development Code, while ensuring and promoting the quality of life for all citizens of Leon County Florida.

PROGRAM HIGHLIGHTS

1. Completed the review of a complex Florida Statute 163 Development Agreement for the proposed development near the southwest intersection of Thomasville Road and Bannerman Road.
2. Initiated a comprehensive analysis of the Bradfordville Commercial area to determine the anticipated commercial development needs within the Bradfordville Commercial zoning districts.
3. Completed revisions to over 44 sections of the Leon County Land Development Code to correct scrivener's errors and update older regulations.
4. Initiated the review of a Planned Unit Development application for a proposed charter school on North Monroe Street.
5. Coordinated with Environmental Services staff to complete amendments to the Land Development Code to establish Low Impact Design standards to further reduce off-site stormwater impacts from development.

BENCHMARKING

Priorities	Site Plan Types→	Mean time for review of ASAP**, Limited Partitions, and Type A, B, C, D applications		
		Total Days*	Applicant*	Staff*
	Fiscal Year ↓			
G2	2011 Actual	157***	120	37
G2	2012 Actual	148***	100	48****
G2	2013 Actual	82	56	26****
G2	2014 Estimate	158	124	34
G2	2014 Actual	142	105	37

*Total application review time frames represent the average number of calendar days required to complete application review. Applicant time refers to the number of days spent by the applicant resolving deficiencies in the application; staff review refers to the average number of days spent by staff reviewing an application.

**Administrative Streamlined Application Process (ASAP) is a new process implemented in FY 2010. This review process includes minor site plan reviews that require significantly fewer days to complete, resulting in a lower combined mean time for review. ASAP applications represented a majority of the total number of site plans approved during FY 2010.

***Amendments to the Land Development Code (LDC) in late 2010 provided a more expedited review process for site and development plans. These numbers reflect a combination of the previous LDC requirements and the current, more expedited review procedures.

****The increase in staff time in FY12 was due to two larger and complicated plan reviews that are reflected in the overall mean time for the year.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q6,G2	1. # of all construction address assignments	2,552	2,100	2,056
Q6,EN1-4,G2	2. # of site and development plan reviews (Limited Partition, Type A-D)	42	28	37
Q6,EN1-4,G2	3. # of subdivision/site plan exemption determinations	44	45	48
Q6,EN1-4,G2	4. # of Permitted Use Verifications (PUV) and zoning letters issued	124	110	130
EN1-4,G2	5. # of zoning compliance determinations for residential development	843	775	819
Q6,EN1-4,G2	6. # of Board of Adjustment and Appeals Requests	0	4	3
Q6,G2	7. # of Concurrency Management Certificates Issued, small & large projects*	16	15	22
EC2,EN1-4,G2,Q6	8. # of Development Agreements reviewed & DRI Applications Reviewed	1	2	2
Q6,EN1-4,G2	9. # of Land Dev. Code amendments by section, presented to Board	17	8	52

*Small = development that would generate less than 100 P.M. peak hour trips; Large = development that would generate 100 or more P.M. peak hour trips

PERFORMANCE MEASUREMENT ANALYSIS

1. This number is less than the previous years due to a decrease in the number of telephone permits requiring address review.
2. This number is slightly less than the prior year but is considerably higher than estimated, due to recent increased development activity.
3. The number of exempt subdivision/site plans has increased due to the economic recovery.
4. An increase in the number of Permitted Use Verifications is indicative of the economic recovery and resurgence in development activity.
5. The slight decrease may be indicative of a current trend towards non-residential development but is still above the previous estimate.
6. Applications for Board of Adjustment and Appeals have increased consistent with the increase in development activity.
7. Concurrency Certificates are slightly higher than the previous year as a result of an upturn in development proposals.
8. The number of Development Agreements is consistent with the previous year.
9. The Land Development Code was subject to updates this year that resulted in a considerable number of sections being amended.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-422-537

	FINANCIAL				STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	587,373	569,756	688,135	Full Time	9.00	9.00	10.00
Operating	68,070	31,697	68,025	OPS	0.00	0.00	0.00
Transportation	3,824	2,970	4,028				
TOTAL	659,267	604,423	760,188	TOTAL	9.00	9.00	10.00

DEPARTMENT Development Support & Env. Management	DIVISION Environmental Services	PROGRAM FDEP Storage Tank
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GOAL

The goal of the Department of Environmental Protection Storage Tank Program is to effectively and efficiently implement the Florida Department of Environmental Protection's Storage Tank Contract in a customer sensitive manner.

PROGRAM HIGHLIGHTS

1. Completed 100% of the FY13/14 Florida Department of Environmental Protection contract as well as performing emergency preparedness activities required by the State of Florida.
2. Continued to achieve high marks from the annual DEP facility files and field inspections audit.
3. As directed by the Board of County Commissioners, inspected 100% of regulated storage tanks in Leon County, even though Florida Department of Environmental Protection only requires 50%.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual*	FY 2014 Estimate	FY 2014 Actual
EN1	1. % of regulated facilities inspected within Leon County	100%	100%	100%
G2	2. % of requests for customer assistance responded to within contract guidelines	100%	100%	100%
EN1	3. % of regulated facilities inspected within Wakulla and Gadsden Counties	55%	50%	50%

PERFORMANCE MEASUREMENT ANALYSIS

1. The program completed all 513 regulated storage tank inspections in Leon County.
2. The number of requests for customer assistance is consistent with past years and all were responded to within contract guidelines.
3. Half of the regulated storage tanks within Wakulla and Gadsden Counties were inspected. The program completed 79 inspections in Wakulla and Gadsden Counties.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 125-866-524

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>	<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>
Personnel	145,697	140,232	145,594	Full Time	2.00	2.00
Operating	6,089	1,642	6,089	OPS	0.00	0.00
Transportation	6,315	3,118	7,518			
TOTAL	158,101	144,992	159,201	TOTAL	2.00	2.00

Leon County FY 2014 Annual Performance and Financial Report

**Department of Facilities Management
Business Plan**

Mission Statement

The mission of the Leon County Department of Facilities Management is to serve the people of Leon County as a responsible steward of public real estate and building infrastructure necessary to support county operations in a timely, professional and cost-effective manner.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 2012
- Insure the provision of the most basic services to our citizens most in need so that we have a “ready workforce”. (EC6) 2012

Environment

- Educate citizens and partner with community organizations to promote sustainable practices. (EN3) 2012
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar. (EN4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s core practices. (G4) 2012
- Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012

Strategic Initiatives

October 1, 2011 – December 31, 2013

- | | |
|---|----------|
| 1. Complete construction of Leon County Cooperative Extension net-zero energy building. (EN4) 2012 | Complete |
| 2. Complete construction of expanded Lake Jackson branch Library (Phase 1) and new community center (Phase 2). (Q1, EC1, EC6) 2012 | Complete |
| 3. Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson branch Library and new community center, through a Sense of Place initiative (Phase3) –sidewalks. (EC1, Q1) 2013 | Complete |
| 4. Complete construction of Public Safety Complex. (EC2, Q2) 2012 | Complete |
| 5. Successfully open the Public Safety Complex. (Q2) 2013 | Complete |
| 6. Identify opportunities whereby vacant, underutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens. (G5) 2013 | Complete |
| 7. Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts. (G5) 2012 | Ongoing |

Leon County FY 2014 Annual Performance and Financial Report

Department of Facilities Management

Actions	1.	A. Spearheaded the design, construction and implementation of a series of changes to the Leon County Cooperative Extension Building to create a Net-Zero Energy Building. (EN4)	Facilities	
		B. Provided assistance and resources for the Grand Opening/Ribbon Cutting for Leon County Cooperative Extension Net-Zero Energy Building; which will provide education to the community in means of developing renewable energy and the utilization of sustainable practices. (EN3,EN4)	Facilities, Resource Stewardship	
	2.	A. Provided assistance and resources for the Grand Opening/ Ribbon Cutting Ceremony for the new Lake Jackson Branch Library and New Community Center facilities. (Q1, EC1)	Facilities, Library Services	
		B. Spearheaded the design and construction of the Lake Jackson Community Center and actively participated, provided resources and assistance for the Grand Opening/Ribbon Cutting Ceremony which was completed in August 2012. (Q1, EC1)	Facilities, Parks & Recreation	
	3.	A. Actively participated and interacted in all public workshops on the redevelopment of the Huntington Oaks Plaza to address the general public's informational needs. (EC1, Q1)	Facilities, PLACE	
		B. Continued to provide updated and accurate information to County Administration and the Board of County Commissioners regarding the status of the redevelopment and completion process for the Huntington Oaks Plaza. (EC1, Q1)	Facilities, PLACE	
		C. Spearheaded the design and construction of sidewalks, a driveway, parking lot, and bus stop at the Huntington Oaks Plaza to create a Sense of Place. (EC1, Q1)	Facilities, PLACE	
	4.	A. Spearheaded the construction process for the Public Safety Complex (EC2,Q2)	Facilities, COT	
	5.	A. Provided updated and accurate information to County Administration and the Board of County Commissioners as to the development and construction process for the Public Safety Complex. (EC2, Q2)	Facilities, COT	
		B. Provided assistance and resources for the Grand Opening/Ribbon Cutting for Public Safety Complex. (EC2, Q2)	Facilities, COT	
		C. Developed, implemented, and monitored an operating expense budget for the Public Safety Complex facilities as part of the annual budget. (EC2, Q2)	Facilities, COT, OMB	
	6.	A. Provided Board with a status report regarding County-owned real estate. (EC2,Q2)	Facilities	
		B. Provided a list of County-owned properties appropriate for affordable housing. (G5)	Facilities	
	7.	A. Continued to provide and maintain facilities for the Board, Constitutional Officers, and the Courts. (G5)	Facilities, County Departments	
	B. Strategically develop, design and implement an annual survey with involvement by customers in regards to planning and scheduling building renewal and replacement schedules within each County building and office. (G1, G2, G5)	Facilities		
	C. Major Maintenance/improvements planned consist of: refurbishing the concrete area and replacing front door at the Main Library located on Call St.; Life Safety improvements in the Bank of America building with stairwell pressurization; revolutionize more energy efficient elevator equipment for elevators 1 and 2 at the Leon County Courthouse; roof replacement at the Community Service building located at Appleyard Drive; construct energy upgrades to HVAC and lighting systems at Huntington Oaks Plaza. (G1, G2, G5)	Facilities		
Performance Measures*	Q1	% of Work Orders opened for Preventative Maintenance	69%	Pg. 1-39
	Q1,Q2	% of Work Orders closed within the year	100%	Pg. 1-39
	G2,G4	% of Field Work Force converted to Mobile Technology Interface	17%	Pg. 1-39
	EC1,EN4	% of Square Footage for which Annual Facility Surveys Completed	30%	Pg. 1-39

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT Facilities Management	DIVISION Facilities Management	PROGRAM General Operations & Real Estate Management
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GOAL

The goal of the Division of Facilities Management is to serve the citizens of Leon County and occupants of County facilities through the provision of professional maintenance, construction, and operating services; in order to provide clean, safe and fully-functional County facilities.

PROGRAM HIGHLIGHTS

1. Completed parking garage sprinkler replacement and new state-of-the-art addressable fire alarm system at the Courthouse.
2. Installed two new air-cooled chiller replacements at the Public Works and Northeast Branch Library buildings. These installations were completed 100% by in-house maintenance staff, saving the County approximately \$48,000 in third-party contracting expenses.
3. Real Estate Division helped close on the purchase of a 100-acre parcel of land for new County ball fields and a passive park.
4. Completed exterior painting and waterproofing of the Leon County Government Annex Building and Leon County Jail.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G5	1. Square Footage Maintained per Maintenance Employee	74,743 sq. ft.	49,000 sq. ft.
G5	2. Square Footage Maintained per Administrative Employee	568,048 sq. ft.	620,000 sq. ft.
G5	3. Square Footage Maintained per Work Order Technician (Help Desk)	946,746 sq. ft.	462,000 sq. ft.
G5	4. Square Footage Maintained per Supervisor Employee	236,687 sq. ft.	275,000 sq. ft.
G5	5. Repair and Maintenance cost per Square Foot – In-house	\$2.08 sq. ft.	\$2.02 sq. ft.
G5	6. Repair and Maintenance cost per Square Foot – Contracted	.98 sq. ft.	.78 sq. ft.
G2,G5	7. % Internal Customers rating Facilities Management responding promptly to needs	95%	95% mean 96% median

Benchmark Sources: International Facilities Management Association (IFMA); International City Management Association (ICMA) 2009 Center for Performance Management. Ratios are based on (RSF) rentable square ft.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2,EC2	1. \$ volume of capital projects managed (millions)	\$25	\$26	\$11.9
Q1,Q2	2. # of work orders opened	16,717	17,105	17,614
Q1	3. % of work orders opened for preventative maintenance	71%	75%	69%
Q1,Q2	4. % of work orders closed within the year	93%	87%	100%
EC1,Q1,Q24	5. % of square footage for which annual surveys completed	72%	75%	30%
G2	6. % of Field Work Force converted to Mobile Technology interface	11%	15%	17%
Q2,EC2	7. Total square footage of County facilities maintained	1,555,832	1,563,762	1,582,628

PERFORMANCE MEASUREMENT ANALYSIS

1. Reduction indicated the completion of the Public Safety Complex, a major capital project.
2. The number of work orders exceeded projections due to increased demands for resources needed for special events.
3. The number of preventative maintenance work orders fell slightly due to additional resources needed for growth in special events.
4. All work orders were closed within the year.
5. Measures the percentage of County-owned/leased facilities where Facilities Management resources were used. Decrease associated with reduced demand for Facilities Management resources.
6. Increase due to distribution of mobile devices to Public Safety Complex employees.
7. Increased space reflects a correction in Tax Collector's square footage. The Tax Collector moved its staff from the Leon County Government Annex to a new branch office at the Lake Jackson Town Center.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-150-519/001-156-519 and 001-410-529

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	2,740,001	2,853,001	2,417,650	Full Time	36.00	36.00
Operating	6,177,251	4,980,019	4,115,654	OPS	0.00	0.00
Transportation	107,245	127,504	112,381			
Capital Outlay	10,000	9,716	10,000			
TOTAL	9,034,497	7,970,240	6,655,685	TOTAL	36.00	36.00

Leon County FY 2014 Annual Performance and Financial Report

**Department of PLACE
Business Plan**

Mission Statement

The mission of the Department of PLACE is to serve the citizens of Tallahassee and Leon County by providing the City and County Commissions, the Planning Commission, numerous boards, committees, residents and businesses with accurate information, creative solutions, effective planning recommendations and expertise in the areas of long range, land use, environmental and transportation planning.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1)
- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2)
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4)

Quality of Life

- Maintain and enhance our educational and recreational offerings associated with our library, parks and greenway system for our families, visitors and residents. (Q1)
- Enhance and support amenities that provide social offerings for residents and visitors of all ages, including: completing the enhancements to and the programming of the Cascades Park amphitheater. (Q4)
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6)
- Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (Q7)

Environment

- Protect our water supply, conserve environmentally sensitive lands, and safeguard the health of our natural ecosystems, including: adoption of minimum countywide environmental standards. (EN1)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2)

Strategic Initiatives
October 1, 2011 – September 30, 2013

- | | |
|--|---------|
| 1. Identify revisions to future land uses which expand opportunities to promote and support economic activity. (EC2) | Ongoing |
| 2. Consider policy to encourage redevelopment of vacant commercial properties. (EC2) | Ongoing |
| 3. Implement strategies that protect the environment and promote orderly growth, including: consider mobility fee to replace concurrency management system. (EN1, EN2) | Ongoing |
| 4. Implement strategies which plan for environmentally sound growth in the Woodville Rural Community including: promote concentrated commercial development in Woodville. (EN1, EN2, Q5) | Ongoing |
| 5. Implement strategies which advance parks, greenways, recreational offering, including update Greenways Master Plan. (EC1, EC4, Q1) | Ongoing |
| 6. Implement strategies that support amenities which provide social offerings, including: consider construction Cascades Park amphitheatre, in partnership with KCCI. (EC1, EC4, Q4) | Ongoing |
| 7. Implement design studio. (Q6, Q7) | Ongoing |
| 8. Implement strategies that preserve neighborhoods and create connectedness and livability, including: implement visioning team. (Q6, Q7) | Ongoing |
| 9. Develop performance level design standards for Activity Centers. (Q6, Q7) | Ongoing |
| 10. Revise Historic Preservation District Designation Ordinance. (Q6) | Ongoing |
| 11. Develop design standards requiring interconnectivity for pedestrians and non-vehicular access. (Q6,Q7) | Ongoing |
| 12. Establish Bicycle & Pedestrian Advisory Committee and develop bike route system. (Q7) | Ongoing |

Leon County FY 2014 Annual Performance and Financial Report

Department of PLACE

Actions	1.	Worked with the Community Redevelopment Agency Development Services to identify code requirements that are creating problems for business expansion and development. Initiate code or Comp Plan revisions as needed. (EC1, Q7)	Comp Plan & Land Use Div.
	2.	Explored and developed ideas for redevelopment of vacant lots and review redevelopment methods utilized in other states and counties, create a list of options for BCC review. (EC1, Q6)	Comp Plan Div.
	3.	Continue development of the mobility fee concept for review by the BCC and City Commissions. (Q7)	Comp Plan Div.
	4.	Supported the County's priority for Woodville development by reviewing the zoning and Comp Plan categories for Woodville area to ensure they promote appropriate growth. Provided a list of results and solutions to the lead department and followed up as required. (Q6, Q7)	Comp Plan & Land Use Div.
	5.	Continued review and update of Greenway Master Plan. (EC1, Q6, Q7)	Comp Plan Div.
	6.	Developed guidelines and goals for visioning team, identified the team and began meetings to develop design guidelines for activity centers. (Q4)	Comp Plan Div.
	7.	Completed creation of design studio. (Q6)	Comp Plan Div
	8.	Developed guidelines and goals for visioning team, identified the team and began meetings to develop design guidelines for connectedness; completed performance level design standards for Activity Centers. (Q4)	Comp Plan & Land Use Div.
	9.	Completed rewrite of Historic District Designation Ordinance by June 2013. (Q6, Q7)	Land Use Div.
	10.	Completed creation of design standards for interconnectivity for pedestrians and non-vehicular access. (Q1, Q7)	Comp Plan & Land Use Div.
	11.	Presented options for creation of the Bicycle & Pedestrian Advisory Committee to BSS and CC. (EC1, Q1, Q7)	Comp Plan Div.
	12.	Worked with Public Works Department to identify opportunities for the completion of the bike route system.(Q1, Q4, Q7)	Comp Plan Div.
Performance Measures*	EN1	Number of new dwelling units reviewed and/or approved.	945 Pg. 1-42
	EC2	# of Non Residential square feet reviewed and approved	474,243 Pg. 1-42

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Department of PLACE

DIVISION
Planning Department

PROGRAM
Planning Department

GOAL

The goal of the Tallahassee-Leon County Planning Department is to provide accurate information, creative and effective planning recommendations, and expertise in the areas of long-range land use, environmental, and transportation planning for the orderly growth of the Leon County and Tallahassee community.

PROGRAM HIGHLIGHTS

1. In February 2014, The Heritage Sidewalk Project was constructed to create a sidewalk connection from Smokey Hollow Commemoration Park to the Riley House Museum along the West side of South Meridian Street. Other improvements included landscaping and aesthetic treatments to ensure an attractive connection to the Riley House Museum. This project was needed to link two important and related assets of the community that were previously disconnected.
2. On March 14, 2014, the Capital City Cascades Park was officially opened to the public. This is one of the most significant public projects completed within Tallahassee and Leon County in the past two decades. It is a great enhancement and amenity for downtown Tallahassee and has significant environment, social, economic and redevelopment benefits to our community.
3. On April 29, 2014, the Tallahassee-Leon County Planning Department was awarded the National Planning Excellence Award for a Planning Agency.
4. In May 2014, the Board of County Commissioners signed off on the \$372,310 quarter-mile project to build a sidewalk, fencing, banners and low-line trees behind the Parkway Center shopping plaza on Apalachee Parkway as a final enhancement to the East Lafayette Street rebuilding.
5. On June 30, 2014, Cascades Park was selected for an APA Florida "Award of Excellence" in the Planning Projects category. The project was selected due to its "on the ground" results that are supported by physical and social change in the Tallahassee community.
6. On July 19, 2014, Smokey Hollow Commemorative Park received the AIA Florida People's Choice Award. This program empowers the public to vote for and contribute to the overall goal of promoting public awareness of the built environment and design associated work.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EC1	1. # of Land Use Applications processed, including Site Plans, Text Amendments, Subdivisions, Plats, etc. (City and County)	111	130	151
EC1	2. # of Rezoning, PUDs reviewed (County & City)	17	38	28
EC1	3. # of Comp Plan Amendments analyzed and processed	16	14	16
EC1	4. # of New Dwelling Units reviewed and/or approved. (City and County)	1,126	816	945
EC1	5. # of Non Residential sq. ft. reviewed or approved. (City and County) *	627,793	374,300	474,243
EC1	6. # of Sense of Place Projects and Total Staff Hours worked *	6/1,630	7/2,000	5/1,054
EC1	7. # of Special Projects, including Strategic Initiatives, and Staff Hours worked*	40/7,899	24/5,200	19/4,759
EC1	8. # of GIS Layers actively maintained	7	7	7
EC1	9. # of City and County Commission Workshops, Meetings or Public Hearings*	45	36	45
EC1	10. # of Planning Commission Public Hearings*	7	12	12
EC1	11. # of Public Workshops/Listening Sessions/Neighborhood meetings *	21	18	16
EC1	12. # of Committee Meetings (ex: Canopy Road, Water Resources, etc.) *	19	28	23
EC1	13. # of CONA meetings *	0	6	0
EC1	14. # of Direct Mail Notices *	10,740	5,500	5,732
EN1	15. # of Web Postings or Updates *	96	120	143
EC2	16. # of Newspaper Ads *	23	36	37

* New Performance Measures

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of development applications processed is driven by external economic factors and the number of applications received. The increase reflects an improved economy.
2. The number of rezoning and planned unit development applications reviewed and processed is based on the number of applications received.
3. The number of applications submitted and/or withdrawn determines the number of Comprehensive Planning amendments to be processed.
4. The number of development applications processed is driven by external economic factors and the number of applications received. The increase is due to an upward trend in the economy.
5. The square footage of non-residential development was higher than estimated due to the permitting of the 190,000 SF Veterans Administration Outpatient Clinic.
6. Special projects are performed as directed by the County Administration, including place making projects and special studies such as the Historic Preservation ordinance.
7. Special projects are performed as directed by the County Administration, including place making projects and special studies such as the Historic Preservation ordinance.
8. The Planning Department actively maintains seven GIS layers to assist in the Planning process for Tallahassee and Leon County.
9. The number of Commission workshops, meetings and public hearings are determined by the Commissions' calendars.

10. The number of Planning Commission Public Hearings is driven by related agenda item topics.
11. The number of meetings is driven by areas of community involvement and interest.
12. The number of meetings is driven by areas of community involvement and interest.
13. The number of meetings is driven by areas of community involvement and interest.
14. The number of direct mail notices is driven by the size of the location of the areas being noticed due to nearby development.
15. The number of web postings is determined by the amount and frequency of information disseminated and updated.
16. The number of Newspaper Ads is driven by required meeting notices.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-817-515

	<u>FINANCIAL*</u>			<u>STAFFING**</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>	<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>
Personnel	66,419	79,976	80,752	Full Time	26.00	26.00
Operating	25,000	21,053	25,000	OPS	0.00	0.00
Grants & Aid	897,114	751,530	747,000			
TOTAL	988,533	852,559	852,752	TOTAL	26.00	26.00

* County portion of funding only.

** Total City/County staffing.

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Office of Financial Stewardship
Business Plan**

Mission Statement

The mission of the Office of Financial Stewardship is to provide sound financial management, ethical procurement services and asset control to the Board of County Commissioners, County Administrator and Board departments, offices and divisions, while minimizing long-term costs associated with accidental losses, in order to support effective decision making and ensure responsible stewardship of County resources.

Strategic Priorities

Economy

- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012

Quality of Life

- Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) rev. 2013

Environment

- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (EN4) 2012

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012
- Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012

Strategic Initiatives
October 1, 2011 – December 31, 2013

- | | |
|--|----------|
| 1. Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (EC4,Q4,G5) 2012 | Complete |
| 2. Fund Sheriff's operations, containing law enforcement, corrections, emergency management, and enhanced 9-1-1 (Q2) 2012 | Ongoing |
| 3. Support of Regional Trauma Center (Q3) 2012 | Ongoing |
| 4. Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (EN4,G2) 2012 | Complete |
| 5. Revise program performance evaluation and benchmarking (G5) 2012 | Ongoing |
| 6. Maintain a work environment free from the influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (Q2,G4) 2012 | Ongoing |
| 7. Support employee Safety Committee (G4) 2012 | Ongoing |
| 8. Conduct management reviews (G5) 2012 | Ongoing |
| 9. Provide and enhance procurement services and asset control (G5) 2012 | Ongoing |
| 10. Develop an annual balanced budget and Capital Improvement Program (G5) 2012 | Ongoing |
| 11. Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (G5) 2013 | Complete |
| 12. Consider approval of the local option to increase the Senior Homestead Exemption to \$249,999 for qualified seniors (G5) 2012 | Complete |
| 13. Extend the term of Leon County's Local Preference Ordinance (EC7) 2013 | Complete |

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Office of Financial Stewardship
Business Plan**

14. Leverage Grant Opportunities with community partners. (Q3, G5) 2012	Ongoing
15. Implement strategies to maximize grant funding opportunities, including institute Grants Team. (G5) 2012	Ongoing
16. Implement strategies to maximize grant funding opportunities, including: develop and institute an integrated grant application structure. (G5) 2012	Ongoing

Actions

1. The COCA management review was presented to the Board at the November 13, 2012 Board meeting. OMB will continue to support Tourist Development regarding accurate revenue forecasts. (EC4, Q4, G5)	OMB
2. Provide updated and accurate information to County Administration and the Board of County Commissioners regarding the Sheriff's funding requests to ensure adequate resources are provided for public safety. (Q2, G5)	OMB
3. Provide accurate information to County Administration and the Board of County Commissioners regarding funding requests for the Regional Trauma Center including the leveraging of state healthcare grant dollars. (Q3, G5)	OMB
4. Continue participation and interaction with the Banner Team to ensure adequate resources are provided to keep the financial, personnel and financial management system (Banner) operating in the most efficient manner for the organization. (EN4, G2)	Purchasing/OMB
5. Assist and provide resources to departments and divisions in developing and refining performance measures that provide relevant outcomes that are aligned with the County's vision, mission and strategic priorities. (G2, G5)	OMB
6. Continue to provide adequate resources to Risk Management and Human Resources in order to continue the necessary alcohol and drug monitoring for employees with commercial drivers licenses and new hires. (Q2)	Risk Management
7. Continue chairing the County Safety Committee to ensure compliance with adopted safety policies to ensure a safe work environment to reduce injuries and workers' compensation claims. (Q2, G4)	Risk Management
8. As requested by the Board of County Commissioners and/or the County Administrator conduct thorough management reviews to ensure the best utilization of County resources and recommend operational efficiencies. (G2,G5)	OMB
9. Monitor procurement process and asset management system to ensure the greatest utilization of county expenditures for services, and make recommendations for improvements when necessary. (G5)	Purchasing
10. Ensure the development of the annual budget conforms to the state statutory guidelines, and provide the Board pertinent information at workshops regarding funding requests and available revenues. (G5)	OMB
11. Present studies conducted to the Board of County Commissioners on the cost of providing solid waste, stormwater and transportation services, and the charge amount necessary to eliminate the general fund subsidy. (G5)	OMB
12. The Board adopted an ordinance to provide an additional homestead exemption of up to \$249,999 for eligible low-income senior citizens who own and have lived in homesteaded property for 25 years. (G5)	OMB
13. The Board adopted an ordinance to extend the provision of the Local Preference Ordinance in relation to bidding of construction services for more than \$250,000. (EC7)	Purchasing
14. Develop a formalized outreach program outlining the process to work with community partners to leverage grant opportunities, including the provision of requested letters of support. (G1, G5)	Grant
15. Assemble a Grants Team with representatives from OMB, Public Works, IDA, HSCP, and other departments to utilize the ECivis Grants Research/Management software package (included in proposed budget). (G5)	Grant
16. Through additional funding allocation by the Board purchase Grant Tracking Software and develop a formalized application process to work with community partners to leverage grant opportunities, including the provision of requested letters of support. (G1, G5)	Grant

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Office of Financial Stewardship
Business Plan**

**Performance
Measures**

G5	Forecast actual major revenue sources within 5% of the budget (actual collections as a % of budget)	96.8%	Pg. 1-47
G5	Investigate worker's compensation accidents and report findings and corrective action	122	Pg. 1-51
G2,G4	\$ amount of Central Purchasing Office purchases per Central Purchasing FTE	\$20.04 million	Pg. 1-48
G2,G5	% of total dollar value of warehouse issuances equal to operating costs	18.8%	Pg. 1-50

DEPARTMENT Financial Stewardship	DIVISION Office of Management & Budget	PROGRAM OMB
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GOAL

The goal of the Office of Management & Budget is to continuously enhance the quality of County services by optimizing the use of County financial resources through the effective provision of planning, policy analysis, budget development, budget implementation and program evaluation services to benefit citizens, elected officials, and staff.

PROGRAM HIGHLIGHTS

1. According to the international ratings agency Fitch, "The county's financial profile is characterized by prudent, forward-looking budgeting, high reserve levels, and strong liquidity..." Even in a slowly recovering economy, Fitch continue to provide Leon County with a "AA" rating and a stable outlook.
2. OMB facilitated the LEADS Cross Departmental Action Team process to further identify opportunities for cost reductions, cost avoidance and efficiency. The Cross Departmental Action Team produced a number of recommendations for process improvements.
3. OMB requires semi-annual capital project reporting from capital project managers. The reports allow for more effective planning and allocation of funding for the Capital Improvement Program.
4. Leon County has the lowest net budget (\$733) per countywide resident among like-sized counties and has one of the lowest net budgets per county resident in Florida, with only four other counties having lower budgets. Additionally, Leon County has six employees per 1,000 residents and ranks second lowest in employees per capita among all 67 counties.
5. The exercise of sound financial management is a Core Practice of Leon County. To further that goal, OMB routinely conducts management reviews of County operations and organizations it funds to ensure they are operating effectively and efficiently.
6. OMB received the Distinguished Presentation Budget Award from the Government Finance Officers Association (GFOA) for FY2013/2014.
7. OMB received acceptance from the U.S. Patent and Trademark Office for the "Let's Balance" Logo and trademark.
8. Presentations of the Let's Balance game were conducted to Leadership Tallahassee Class 32 and Youth Leadership Tallahassee 2014.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G5	Net Budget Per Countywide Resident*	1:733	1:1064*

*Benchmark is generated from the average net budget per county resident of Like-Sized counties. Benchmarked Counties include: Alachua, Escambia, Lake, Osceola, St. Johns and St. Lucie.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G5	1. Meet all requirements of FL Statutes 129 and 200 (Truth in Millage)	Yes	Yes	Yes
G5	2. Forecast actual major revenue sources within 5% of the budget (actual collections as a % of budget)	99%	99%	96.8%
G2	3. Process budget amendment request within 2 business days or the next scheduled Board meeting (% is an estimate)	98%	99%	96%
G5	4. Develop and print 2 semi-annual performance reports by May 30 and November 30	2	2	2
G2	5. Review all agenda items in less than 2 days 95% of the time	95%	98%	96%

PERFORMANCE MEASUREMENT ANALYSIS

1. Leon County received a letter of compliance from the State Department of Revenue for meeting all the FY 2014 Truth in Millage notification requirements.
2. Major revenues accounted for 82% of all revenue receipts. The forecast of revenues was 3.2% less than actual receipts.
3. The office processed 53 administrative and board amendments during the fiscal year. Of the processed amendments, 51 or 96% were processed within two business days.
4. A mid-year performance report and an annual performance report were submitted by the required deadlines. The office reviewed 100% of the performance measures submitted by departments.
5. During the fiscal year OMB reviewed 77 agenda items. Of the agenda items submitted, 74 or 96% were reviewed within two days.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-130-513

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	604,364	605,182	617,327	Full Time	7.00	7.00	7.00
Operating	70,186	58,948	84,005	OPS	0.00	0.00	0.00
Grants & Aid			63,175				
TOTAL	611,760	664,130	764,507	TOTAL	7.00	7.00	7.00

DEPARTMENT
Financial Stewardship

DIVISION
Purchasing

PROGRAM
Procurement

GOAL

The goal of the Procurement Program is to provide timely and professional procurement services to secure requested supplies, services and commodities at a specified level of quality at the lowest possible cost, through open and fair competition.

PROGRAM HIGHLIGHTS

1. Implemented Procurement Connect to increase transparency and provide vendors and citizens access to solicitation documents at no cost.
2. Created and implemented electronic solicitation files to reduce both the quantity of paper and physical storage space for paper files.
3. Provided on-going customer service and support to County staff in procurement activities through processing purchase orders, informal bids, policy interpretation, and other assistance as well as preparation and handling of almost 70 solicitations and associated contract documents.
4. Provided management oversight of the County Purchasing Card Program and the E-Payables electronic payment system which realized an annual rebate exceeding \$86,000.
5. Represented Leon County in Reverse Trade Shows sponsored by chapters of the National Institute of Governmental Purchasing.
6. Annual Inventory of all fixed assets was completed and there were no missing items.
7. Use of both internet auctions and on-site surplus sales generated a return of almost \$185,000 this fiscal year.

BENCHMARKING

Priorities	Benchmark Data	Leon County	ICMA Mean (All Jurisdictions)	ICMA Median
G2, G4	\$ amount of Central Purchasing purchases per Central Purchasing FTE (Millions)	\$20.04	\$20.5	\$13.0
G2, G5	% of Purchasing Conducted with Purchasing Card	8.44%	5.87%	2.56%

Benchmark Source: International City/County Management Association Comparable for Performance Measurement 2010

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2, G5	1. % of completed requisitions for purchase orders processed within 2 days of receipt	100%	100%	100%
G2, G4, G5	2. % of bids/RFPs processed within 45 work days of receipt of request	97%	100%	98%
G2, G5	3. # of Purchase Orders Issued	2,361	2,625	2,208
G2, G5	4. \$ Volume of Purchase Orders Issued	\$66.9 million	\$93.9 million	\$67.1 million
G2, G4	5. \$ amount of Central Purchasing Office purchases per Central Purchasing FTE (3.35 FTE allocated)	\$19.9 million	\$28.05 million	\$20.04 million
G2, G5	6. # of Bids Issued	69	70	49
G2, G5	7. Purchasing Card Volume	\$5,654,280	\$5,846,956	\$6,188,716
G5	8. Purchasing Card Rebate	\$79,160	\$81,857	\$86,642
G2, G5	9. # of Assets at Year End	6,591	5,300	7,206
G2, G5	10. Year End Total Asset Value (millions)	\$53	\$45	\$55.5
G2, G5	11. # of Surplus Auctions	26	25	82
G2, G5	12. \$ Value of Auction Proceeds	\$147,794	\$200,000	\$183,925

PERFORMANCE MEASUREMENT ANALYSIS

1. Primary attention is given to processing requisitions so that County staff receives needed materials and services in a timely manner.
2. Bids and RFPs are drafted and reviewed by divisions in timely manner to ensure needs are met. This fiscal year there was one solicitation that exceeded the performance measure due to its complexity and the participation of stakeholders from multiple agencies and areas of expertise.
3. Number of purchase orders decrease in relation to a more extensive use of the Purchasing Card and the completion of the Public Safety Complex.
4. The decrease results from the completion of the construction of the Public Safety Complex.
5. The decrease results from the completion of the construction of the Public Safety Complex.
6. The decrease in solicitations results from an increased use of cooperative purchasing and the completion of the Public Safety Complex.
7. The P-Card volume is steadily increasing as more cards are used for small purchases and recurring bill payments.
8. The increased rebates are due to the state contract being renegotiated resulting in a higher basis point computation for rebates and the larger volume of spending for both P-Card and E-Payables.
9. There is an increase of the number of assets due to the construction and outfitting of the Public Safety Complex and the purchase of new voting machines.
10. The increase in the value of assets is primarily due to the purchase of new voting machines and equipment for the Public Safety Complex.
11. The initiative to utilize a county-wide managed print system resulted in an increase in the number of online auctions for surplus toner.
12. A decrease in the number of high value surplus items available for sale is reflected in the reduced auction proceeds.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-140-513

	<u>FINANCIAL</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>
Personnel	264,403	267,085	273,930
Operating	17,255	12,842	25,260
Transportation	1,842	1,649	3,302
TOTAL	283,500	281,576	302,492

	<u>STAFFING</u>		
	<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015* Budget</u>
Full Time	4.00	4.00	4.00
OPS	0.00	0.00	0.00
TOTAL	4.00	4.00	4.00

DEPARTMENT
Financial Stewardship

DIVISION
Purchasing

PROGRAM
Warehouse

GOAL

The goal of the Warehouse Program is to procure, stock, and issue high turnover type items to facilitate work routines of County departments.

PROGRAM HIGHLIGHTS

1. Annual Warehouse inventory showed a loss of \$2,493 or 1.09 % of the total valuation as compared to the national standard of +/- 1.5%.
2. Annual Warehouse turnover rate of 2.45 exceeds the national standard benchmark of > 1.5%.
3. Warehouse staff utilized competitive quoting and cooperative contracts to reduce inventory costs.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G2, G5	Inventory Turnover Rate (sales / inventory value)	2.45%	Greater than or equal to 1.5%
G2, G5	Annual inventory loss/gain (to measure operational accuracy)	1.09%	Less than 1.5%+/-

Benchmark Sources: National Institute of Governmental Purchasing, Inc. (NIGP)

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2, G5	1. Cost per issuance	\$8.23	\$6.48	\$6.62
G2, G5	2. Operational cost as a % of total dollar value of issuances (expenses / \$ value of issuances)	20.00%	18%	18.8%
G2, G5	3. # of issuances	14,956	14,200	14,918
G2, G5	4. \$ volume of issuances	\$615,625	\$502,000	\$525,905

PERFORMANCE MEASUREMENT ANALYSIS

1. This decrease is a result of the reduction in commodity prices due to aggressive competitive solicitations by staff.
2. This is a result of the combination of consistent operational costs and a decrease in the value of issuances.
3. This number remained consistent from the previous year and slightly exceeds the estimated targeted percentage.
4. The decrease in the volume of issuances is directly related to a reduction in inventory costs due to aggressive competitive procurements by warehouse staff.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-141-513

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	92,958	94,942	93,205	Full Time	2.00	2.00
Operating	2,804	2,338	2,804	OPS	0.00	0.00
Transportation	3,000	1,483	3,245			
TOTAL	98,762	98,762	99,254	TOTAL	2.00	2.00

DEPARTMENT
Financial Stewardship

DIVISION
Office of Management & Budget

PROGRAM
Risk Management

GOAL

The goal of Risk Management is to provide our customers with courteous and professional services, in the area of risk management.

PROGRAM HIGHLIGHTS

1. Prepared, negotiated and coordinated all County insurance programs, with the exception of employee health/life insurance.
2. Processed, recorded and maintained files on all instances of damage claims filed against the County
3. Processed and evaluated 767 background checks for County volunteers.

PERFORMANCE MEASURES

Risk Management is the process of managing the County's activities in order to minimize the total long-term costs of all accidental losses and their consequences. This is accomplished through risk identification, risk control, and risk finance.

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G5	1. Investigate worker's compensation accidents and report findings and corrective action	102	140	122
G5	2. Provide one safety/loss control training quarterly as training needs are identified by program areas	14	4	14
G5	3. Investigate auto accidents and report findings and corrective action	23	12	13
G5	4. Coordinate Safety Committee monthly to identify accidents trends and recommend preventative training as appropriate	12	12	12

PERFORMANCE MEASUREMENT ANALYSIS

1. Increase related to a 17% jump in the number of claims filed compared to FY13. All Workers' Compensation claims processed timely.
2. Fourteen (14) safety training events provided at five (5) separate locations. The number of training events remained constant compared to FY13.
3. The number of automobile accidents decrease approximately 49% compared to FY13.
4. These meetings are held on a monthly basis and therefore the number annually remains constant.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 501-132-513

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	99,530	122,790	102,885	Full Time	1.00	1.00
Operating	134,134	72,638	134,124	OPS	0.00	0.00
TOTAL	233,664	195,428	237,009	TOTAL	1.00	1.00

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Economic Development & Business Partnerships
Business Plan**

Mission Statement

The mission of the Leon County Office of Economic Development & Business Partnerships is to guide the County’s economic development efforts in coordination with the private sector and community stakeholders by fostering fair and open competition, conducting extensive outreach to assist vendors in navigating and competing in today’s marketplace, and leveraging existing resources to maximize the infusion of financial capital in to the local community.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 2012
- Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority and Innovation Park. (EC3) 2012
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) Revised 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) Revised 2013

Environment

- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (EN4) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, civility and the highest standards of public service. (G1) 2013
- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (G3) 2012
- Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012

Strategic Initiatives

October 1, 2011 – December 31, 2013

- | | |
|---|----------|
| 1. Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee. (EC1,G3,G5) 2012 | Complete |
| 2. Evaluate start-up of small business lending guarantee program. (EC2) 2012 | Complete |
| 3. Identify local regulations that may be modified to enhance business development. (EC2) 2012 | Ongoing |
| 4. Implement Leon County 2012 Job Creation Plan. (EC2) 2012 | Ongoing |
| 5. Implement strategies that support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder’s forum. (EC2, EC3) 2012 | Ongoing |
| 6. Evaluate competitive sports complex engagement with partners such as KCCI. (EC4,Q1,Q4) 2012 | Ongoing |
| 7. Partner with and support Economic Development Council. (EC2) 2012 | Ongoing |
| 8. Partner with City, EDC, and State to support Qualified Targeted Industry Program. (EC2) 2012 | Ongoing |
| 9. Partner with City and EDC to support Targeted Business Industry Program. (EC2) 2012 | Ongoing |
| 10. Partner with and support Frenchtown /Southside Redevelopment Area. (EC2) 2012 | Ongoing |
| 11. Partner with and support Downtown Redevelopment Area. (EC2) 2012 | Ongoing |

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Economic Development & Business Partnerships

Strategic Initiatives	12. Support and consider recommendations of Town and Gown Relations Project. (EC3) 2012	Ongoing
	13. Implement strategies which promote access, transparency, and accountability, including explore providing on- demand –“Get Local Videos”. (G1) 2012	Ongoing
	14. Develop a proposed economic development component for the Sales Tax extension being considered. (EC1,G3,G5) 2013	Ongoing
Actions	1. Prepared workshop materials for Board consideration on the extension of the infrastructure surtax including capital project needs and economic development opportunities. Continue to provide staff support for the Sales Tax Committee. (EC1, G5)	EDBP, PLACE, Public Works, DSEM, OMB
	2. A. Identified shelf-ready incentives, including small business loan guarantees, to support business expansion and job creation. (EC2)	EDBP, MWSBE,EDC,
	B. Expanded training, networking, and outreach opportunities in the local market area in order to increase the number of certified MWSBE vendors. (EC2)	City, State DEO, Federal SBA, local lenders
	C. Continued to provide information and technical support to enhance MWSBE utilization of procurement opportunities with Leon County. (EC2)	
	3. Identify local regulations that may be modified to enhance business development. (EC2)	CAO, DSEM,EDC
	4. Continue the implementation of the Leon County 2012 Job Creation Action Plan. (EC2)	EDBP, EDC
	5. Organize a stakeholders’ forum and serve as a catalyst in acquiring commercialization and technology transfer opportunities. (EC2)	EDBP, Economic Development Partners
	6. Present the market feasibility analysis for a visitor sports complex to the Board for consideration. (EC2, EC4)	EDBP, Tourism, KCCI
	7. Continue to support the Economic Development Council by assisting with managing the continuity of the contact and funding. (EC2)	EDBP
	8. Continue to support Qualified Targeted Industry Program by providing notification of qualified funding. (EC2)	EDBP
	9. Continue to support Targeted Business Industry Program. (EC2)	EDBP
	10. Continue to support Downtown Redevelopment Area. (EC2)	EDBP
	11. Conduct a joint County/City Commission meeting to address downtown redevelopment opportunities. (EC1)	EDBP
	12. Incorporate Town and Gown Concepts with the extension of the infrastructure sales tax. (EC1, EC3)	EDBP
13. Pursue adding video content to Comcast On-Demand highlighting the role of the County and EDC in economic development. (G1)	EDBP	
14. Enter into a public/private partnership with Imagine Tallahassee for the utilization of staff resources to conduct a community visioning exercise and action plan for the economic development portion of the infrastructure sales tax plan. (EC1,G3,G5)	EDBP, Imagine Tallahassee	
Performance Measures	G5 Percentage of MSWBE utilization annually	NA Pg. 1-55
	G5 Percentage increase of certified MWSBE vendors annually	4.5% Pg. 1-55
	G5 # of grant applications researched	53 Pg. 1-54
	G5 \$ of grants received (millions)	\$3.75 Pg. 1-54
	G3 # of Community Legislative Dialogue meetings coordinated and managed	4 Pg. 1-54
	G1 # of workshops coordinated and managed	3 Pg. 1-54

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT Econ. Development & Business Partnerships	DIVISION Intergovernmental Affairs	PROGRAM Intergovernmental Affairs
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GOAL

The goal of Economic Development/Intergovernmental Affairs is to effectively serve the residents of Leon County by providing leadership, coordination, and assistance to divisions to facilitate the delivery of services consistent with Board policy. This will ensure that divisions receive the resources, guidance, and support needed to provide superior services in a cost effective and efficient manner.

PROGRAM HIGHLIGHTS

1. Prepared, guided and implemented the County's 2014 state and federal legislative priorities to leverage state and federal funds for local projects and preempt legislation that threatened local decision-making.
2. Collaborated with the City of Tallahassee and Blueprint 2000 to host the Leon County Sales Tax Committee meetings. County staff took a lead role in providing staff support throughout the Committee's two-year process. Throughout the process, the Committee collected public input and developed recommendations regarding infrastructure and economic development projects to be funded by the penny sales tax. The recommendations were presented to the County and City Commission for their consideration. The projects and means of allocating the dollars were voted on and approved by both Commissioners. On November 4, voters in Leon County approved the penny sales tax extension.
3. Prepared a public information and educational outreach program to inform voters about the upcoming penny sales tax extension in collaboration with the City of Tallahassee and Blueprint 2000.
4. Supported Commissioner Desloge in his successful campaign for Second (2nd) Vice President of the National Association of Counties (NACo). He will serve for a year, before ascending to 1st Vice President and then President of the National Association of Counties in July 2016.
5. Led a multi-departmental team in winning National Association of Counties' achievement awards in seven different categories.
6. Improved the amount of grant funding received from \$2,424,039 for the 2012/2013 fiscal year to \$3,752,984 for the 2013/2014 fiscal year. Of note is \$425,000 in state appropriations that will address flooding and sewage issues and a \$750,000 from a Small Cities Community Development Block Grant.
7. New projects funded through Disaster Recovery residual funds will allow the County to re-roof over 30 homes for our low income citizens and stormwater mitigation activities in the Autumn Woods subdivision.
8. Utilized small grants/donations for programs that have a big impact on our community, such as the Capelouto donation, that will provide funding to allow our library system purchase books and other material about the Holocaust. Another small grant from the Florida Department of Elder Affairs allowed the purchase of equipment that will be used to teach low income elderly computer skills.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G3	1. # of Community Legislative Dialogue meetings coordinated and managed	4	3	4
G1	2. # of workshops coordinated and managed	4	2	3
G5	3. Leveraging ratio of grant funding to county matching dollars	1:17	1:12	1:14
G5	4. # of grant applications researched	62	50	53
G5	5. Grants Received	\$2,424,039	\$500,000	\$3,752,984

PERFORMANCE MEASUREMENT ANALYSIS

1. Hosted four Legislative Dialogue Meetings with community and regional partners throughout the legislative sessions. These meetings identified issues that are of concern for the Capital Region and led to collaborative action on key shared priorities.
2. Managed and coordinated three workshops throughout the fiscal year on legislative priorities, the penny sales tax, and the cultural plan.
3. The leverage ratio illustrates the amount of grant dollars each individual County match dollar brought in during FY 13-14.
4. The number of grants offered by state and federal sources is still being negatively impacted by the recent economic downturn, resulting in fewer grant applications researched in FY14
5. The amount of grant dollars received increased due to state appropriations that will address flooding and sewage issues and a sizeable Small Cities Community Development Block Grant awarded in FY14.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-114-512

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	264,388	252,828	263,007	Full Time	4.00	4.00
Operating	205,100	201,859	168,919	OPS	0.00	0.00
Grants & Aid	0	0	207,000			
TOTAL	469,488	454,687	638,996	TOTAL	4.00	4.00

DEPARTMENT	DIVISION	PROGRAM
Eco. Dev. & Business Partnerships	Minority, Women and Small Business Enterprise	MWSBE

GOAL

The goal of the Minority, Women, and Small Business Enterprise Program (MWSBE) is to provide minority, women, and small businesses with a means of participation in Leon County's procurement process for the purpose of achieving economic parity among all Leon County vendors.

PROGRAM HIGHLIGHTS

1. Partnered with Blackmon-Roberts Group in hosting a workshop and networking reception titled, "Competing to Win."
2. Sponsored and participated in FAMU's Small Business Development Center's Small Business Week observation, Minority Enterprise Development Week with the City of Tallahassee, and other community partners.
3. Presented during FAMU's Alpha Kappa Alpha Sorority's "Sitting Pretty" event; the Florida Conference for the NAACP; and the All About Certifications workshop held by the Big Bend Minority Chamber's Women's Business Council.
4. Conducted orientation sessions with newly certified vendors, which included information relative to participating as an MWSBE vendor and other community business development resources.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G5	1. Review and analyze all preliminary bids or requests for proposals to determine the appropriate target within 3 days of request 95% of the time	95%	95%	89%
G5	2. Total # of preliminary bids and requests for proposals analyzed	60	60	36
G5	3. Attend and present MWSBE information for all Purchasing Division pre-bid conferences 95% of the time.	95%	95%	79%
G1,G5	4. Total # of mandatory pre-bid conferences attended	23	27	11
G5	5. Reviewed, analyzed and submitted all MWBE statements within 3 days of the bid or request for proposal closing date 95% of the time.	95%	95%	57%
G5	6. Total # of submitted bids and request for proposals reviewed	60	63	14
EC2	7. Provide training to citizens for assistance in starting, maintaining, and enhancing their local business	166	75	182
G5	8. % of respondents committed to meet or exceed MWBE Aspirational Target	100%	85%	30%
G5	9. % of MWSBE utilization annually	N/A	12%	N/A
G5	10. % increase of certified MWSBE vendors annually	N/A	3%	4.5%

PERFORMANCE MEASUREMENT ANALYSIS

1. The variance between FY13 and FY14 is due to staff requiring additional time for review and analysis, prior to making a recommendation. This includes discussions with staff, review of additional information being requested from the vendor relative to project and scope of work values, and current vendor availability.
2. This is the number of preliminary bids and RFP's received for review and analysis, for which there was a reduction in the number received for review and analysis by the Division for MWBE participation on Leon County projects.
3. The variance between FY13 and FY14 is associated with a reduction in the number of bids or RFPs reviewed and identified as feasible for MWBE participation. Feasibility is based upon current certified vendor availability to provide services identified within a project's scope of work and the ability to meet other requirements as detailed within the bid document.
4. The reduction in the total number of mandatory prebid conferences is correlated to the number of bids and RFP's that include MWBE participation. Projects that are reviewed are not always feasible for MWBE participation based upon the current vendor availability, the project's scope of work, required licensures, bonding requirements, and other potential factors as identified within the bid document.
5. During FY14, the additional staff time required for review and analysis of Good Faith Effort (GFE) documentation impacted this measure. There were 14 MWBE Analysis Statements of which four (4) required additional time for the review of GFE documentation subsequently delayed the issuance of Analysis Statements.
6. The total number of submitted bids and request for proposals reviewed is also correlated to the number of bids and RFP's that have been determined as feasible for MWBE participation as discussed in Performance Measurement Analysis Number 3.
7. The number of citizens (MWSBE Program participants included) receiving training relative to starting, maintaining, and enhancing their local business increased approximately 9% between FY13 and FY14 due to the Divisions co-sponsorship of local partnership events as identified within the Program Highlights.
8. The % of respondents committed to meet or exceed the MWSBE Aspirational target for FY14 dropped due to the number of Good Faith Efforts submitted for projects during the year. There were 14 bid responses, with four (4) including GFE which resulted in the project goals being modified.
9. This was a new measure for FY13 and Actuals were not available for the FY13 Annual Performance and Financial Report. However, the utilization for MWSBE vendors is an estimated 14% for FY13. FY14 MWSBE utilization percentage is not available at the time of printing.
10. The % increase between FY13 and FY14 is approximately 4.5% and is slightly higher than estimated. This number is based upon the number of new applicants, certification renewals, and approval processing times.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-112-513

	<u>FINANCIAL</u>		
	FY 2014	FY 2014	FY 2015
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>
Personnel	135,290	128,994	140,316
Operating	87,909	36,396	54,064
TOTAL	223,199	165,390	194,380

	<u>STAFFING</u>		
	FY 2014	FY 2014	FY 2015
	<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Full Time	2.00	2.00	2.00
OPS	0.00	0.00	0.00
TOTAL	2.00	2.00	2.00

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Tourism Development
Business Plan**

Mission Statement

The mission of the Leon County Division of Tourism Development is to spearhead and coordinate the tourism related marketing and management of the destination through the coordination of the hospitality industry, local governments and the business community to sustain and grow visitor spending and job creation in the Tallahassee region.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) Revised 2013

Strategic Initiatives

October 1, 2011 – December 31, 2013

- | | |
|--|----------|
| 1. Implement strategies that promote the region as a year round destination, including: Support VIVA FLORIDA 500 (EC4) 2012 | Complete |
| 2. Implement strategies that promote the region as a year round destination, including: Development Capital Cuisine Restaurant Week (EC4) 2012 | Complete |
| 3. Implement strategies that promote the region as a year round destination, including: Support Choose Tallahassee Initiative (EC4) 2012 | Complete |
| 4. Promote the region as a year round destination through the Fall Frenzy campaign. (EC4) 2012 | Ongoing |
| 5. Consider programming Cascade Park amphitheatre. (Q4,EC4) 2012 | Ongoing |
| 6. Expand, connect and promote "Tallahassee" and the regional trail system. (Q1,Q5,EC1,EC4) 2013 | Ongoing |

Actions

- | | |
|--|--|
| 1. Developed and promote the VIVA Florida Time Capsule event. (EC4) | Zimmerman Agency, Tourism Stakeholders |
| 2. Expanded the number of participating establishments and continue to grow the live music component to bring more visibility and visitation for further grow of Capital Cuisine Restaurant Week. (EC4) | Restaurant/Lodging Assn., Tourism Stakeholders, VISIT FLORIDA |
| 3. Further build out by adding more videos and regional trails for Trailahassee.com. (EC4) | Trails Work Group, Zimmerman Agency |
| 4. Work with FAMU and FSU to build both content and awareness of the Fall Frenzy campaign and all the many activities associated with football weekends in Leon County; Continue sponsorship arrangements with FAMU and FSU; target Syracuse University fan base for their first ACC visit on November 16, 2013. (EC4) | FSU, IMG Marketing, FAMU |
| 5. Develop CapitalCityAmphitheater.com website; Book and promote a series of regional, ticketed concerts for the amphitheater in Cascades Park. (EC4) (Q4) Work closely with the Southern Shakespeare Festival group to help grow the recreation of the Shakespeare Festival into a highly successful event (EC4) | Zimmerman Agency STAGE Committee, Management Co Shakespeare Festival Group, Chambers of Commerce |

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Tourism Development

	<p>6. Maximize potential for sports tourism due to the widening of the cross country course at the Apalachee Regional Park and in building support for a competitive sports complex based on the results of the feasibility study conducted by Real Estate InSync. (E4)</p>	<p>Parks Department, various community interests, chambers of commerce, City, Sports Council</p>
<p>Performance Measures</p>	<p>EC4 Percentage change in Tourist Development Tax.</p>	<p>4.3% Pg. 1-59</p>
	<p>EC4 Percentage change in the number of total visitors to Leon County.</p>	<p>N/A Pg. 1-59</p>
	<p>EC4 Percentage change in the Direct Visitor Economic Impact.</p>	<p>N/A Pg. 1-59</p>
	<p>EC4 Percentage change in the number of Direct Tourism Related Jobs.</p>	<p>N/A Pg. 1-59</p>
	<p>EC4 Percentage change in Hotel Revenue.</p>	<p>9.6% Pg. 1-59</p>

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT	DIVISION	PROGRAM
Economic Development & Business Partnerships	Tourism Development	Tourism Development

GOAL

The goal of the Division of Tourism Development is to enhance the local economy and quality of life through the benefits associated with a strong visitor industry by maximizing the number of visitors, length of stay of visitors, and the economic impact of visitors to Leon County.

PROGRAM HIGHLIGHTS

1. Experienced the highest total tourist tax collections received in a fiscal year.
2. Won international Webby Award for Trailhassee.com.
3. Launched new VisitTallahassee.com and CapitalCityAmphitheater.com websites.
4. Experienced 12 consecutive month over month increase in hotel occupancy.
5. Supported 101 sports and special events through the TDC grants program.
6. Provided \$504,500 to COCA for re-granting to cultural organizations.
7. Produced the first three concerts at the Capital City Amphitheater at Cascades Park.
8. Non-university related sporting events generated 49,000 visitors, 27,000 room nights and \$14.4 million in direct economic spending.
9. Leisure Travel booked 9,768 rooms that resulted in direct economic spending of \$3.8 million.
10. Meetings & Conventions booked 6,994 room nights resulting in direct economic spending of \$5.6 million.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EC4	1. Tourist Development Tax per penny	\$873,928	\$868,150	\$911,642
EC4	2. % Change in Tourist Development Tax	3.0%	3.0%	4.3%
EC4	3. Number of total visitors to Leon County ¹	2,776,000	2,883,000	N/A ³
EC4	4. % Change in Number of total visitors to Leon County ¹	5.0%	4.0%	N/A ³
EC4	5. Total Direct Visitor Economic Impact ¹	\$952	\$655	N/A ³
EC4	6. % Change in Total Direct Visitor Economic Impact ¹	51.0%	4.0%	N/A ³
EC4	7. Number of Direct Tourism Related Jobs ¹	15,339	14,339	N/A ³
EC4	8. % Change in Number of Direct Tourism Related Jobs ¹	11.0%	5.0%	N/A ³
EC4	9. Hotel Occupancy ²	57.3%	58.0%	59.3%
EC4	10. Hotel Revenue ² (millions)	\$101.7	\$103.3	\$111.5
EC4	11. % Change in Hotel Revenue	7.2%	4.0%	9.6%
EC4	12. % Change in Hotel Average Daily Rate (ADR)	1.6%	2%	9.2%

Notes:

¹Bonn Marketing Research

²Smith Travel Research

³Due to transitioning research contracts, FY 2014 performance measures provided by Bonn Marketing are not comparable to the new performance methodologies. Kerr and Downs will begin new research methods for reporting of Performance Measures in FY 2015.

PERFORMANCE MEASUREMENT ANALYSIS

- 1-2. Tourist Development Tax collections increased by 4.3% in FY14 from increased and focused marketing, an improving economy and greater parity in monthly occupancy.
- 3-8. These performance measures will not be available in FY14 due to a transitioning of the research contracts.
9. Hotel occupancy increased by 2 percentage points with 17 consecutive months of increased occupancy and notable gains in historically "low periods" in May through August because of special promotions and sports events.
- 10-11. Hotel revenue increased by 9.6% due to an increase in occupancy and average daily hotel rates with improved economies in the Southeast and strong statewide performance by tourism.
12. Hotel average daily rates increased by 9.2% with increased demand, an improved economy and less dependence on discounting.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 160-(301-305)-552

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	856,813	822,320	900,342	Full Time	10.00	11.00
Operating	1,883,432	1,804,772	1,930,623	OPS	1.00	1.00
Transportation	6,823	1,603	3,009			
Capital Outlay	0	0	3,400			
Grants & Aid*	6,152,795	406,755	1,909,612			
TOTAL	8,899,863	3,035,477	4,746,986	TOTAL	11.00	12.00

*Adjusted budget includes the accumulation of the one-cent collections for the Performing Arts Center, which are appropriated annually during the year to make these funds discrete from the other four pennies of bed tax.

Leon County Fiscal Year 2014 Annual Performance and Financial Report

**Office of Public Services
Business Plan**

Mission Statement

The mission of the Leon County Office of Public Services is to enrich, preserve and improve the lives of citizens and visitors to Leon County by: 1. Inspiring a love of reading, and a dynamic resource for intellectual, creative and recreational pursuits through the Division of Library Services; 2. Promoting safety through clinically superior and compassionate pre-hospital care and life safety education through the Division of Emergency Medical Services Division, and 3. Provide education, prevention, and enforcement programs and humane animal care and control services through the Division of Animal Control.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012
- 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. (EC5) 2012

Quality of Life

- Maintain and enhance recreational offerings associated with, parks and greenway system for our families, visitors and residents. (Q1) 2013
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) 2013

Strategic Initiatives

October 1, 2011 – December 31, 2013

- | | |
|---|--------------------------|
| 1. Implement strategies through library system which enhance education and address the general public’s information needs, including: relocate library services into the expanded Lake Jackson branch library (EC1, EC6, Q1) 2012 | Completed
March 2013 |
| 2. Maintain high quality of offering through the library system, including public access to books, media, digital resources, computers, internet, reference resources, targeted programming, mobile library, and literacy training (EC1, EC6, Q1) 2012 | Ongoing |
| 3. Implement strategies that assist local veterans, including: Consider policy to waive EMS fees for uninsured or underinsured veterans. (EC5) 2012 | Completed
August 2012 |
| 4. Implement strategies to improve medical outcomes and survival rates and to prevent injuries, including: pursue funding for community paramedic. (Q5) 2012 | Ongoing |
| 5. Support Honor Flights (EC5) 2012 | Ongoing |
| 6. Enter into agreements with NFCC and TCC which establish internship programs for EMS Technology students. (EC6) 2012 | Ongoing |
| 7. Provide EMS Ride-Alongs. (E6) 2012 | Ongoing |
| 8. Provide Emergency Medical Services.(Q2, Q3) 2012 | Ongoing |
| 9. Support Programs which advocate for AED’s in public spaces. (Q2, Q3) 2012 | Ongoing |
| 10. Provide community risk reduction programs, such as AED/CPR training (Q2, Q3) 2012 | Ongoing |
| 11. Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including: participate in American Society for the Preservation of Cruelty to Animals (ASPCA) Partnership and participate in ASPCA ID ME Grant identification program for pets (Q2,Q3) 2012 | Ongoing |

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Office of Public Services

Actions

1.	Provided services, informational and recreational materials to use as an attractive destination for area residents and visitors at the Lake Jackson Branch Library opened summer 2012. (EC1, Q1)	Policy, Planning & Operations and Public Services
2.	A. Provide information and access to services through the Internet and print resources for area veterans. Information Professionals providing reference services consider the needs of veterans when selecting online and other materials. Work with Leon County Veterans Services to ensure that veterans are informed of information and access available at library locations. (EC5, Q1)	Public Services and Collection Management
	B. Emphasize job training and small-business development information and materials, both online and print resources, at all library locations. (Q1, EC6)	Public Services
	C. Update the library online catalog to the next version recommended by SirsiDynix (library software developer and vendor). Prepare for a major change in the cataloging of library materials to Resource Description and Access (RDA) records. RDA, a new international cataloging standard designed for an electronic environment, allows description of new formats as they are developed and provides for better access to print, digital and other resources. The Library of Congress implemented RDA on March 31, 2013. (Q1, Q6)	Policy, Planning & Operations and Collection Management
	D. Introduce and use social media (Facebook and Twitter) to promote library and other county activities and provide information. (Q1 Q6)	Policy, Planning & Operations and Public Services
	E. Implement improvements in the online catalog. Introduce mobile apps for library users to access library information and the library catalog easily, and to place reserves on library materials. Implement improvement in functionality of patron library accounts, including online payment for fees and fines. (Q1 Q6)	Policy, Planning & Operations and Collection Management
	F. Review and update information on the library website. Improve the usability of downloadable services. (Q1, Q6)	Public Services
	G. Emphasize technology and customer-service training for all library staff members, using webinars and online training tools. (Q1)	Policy, Planning & Operations
3.	A. Collaborated with the Division of Veterans Services on the establishment of the goals and objectives related to the development of a policy to waive EMS fees for uninsured or underinsured veterans. (EC5, Q3)	EMS
	B. Engaged community partners such as Veteran Affairs Administration to ensure the proposed policy to waive EMS fees for uninsured or underinsured veterans meets the needs of the veteran community. (EC5, Q3)	EMS
	C. Developed the policy to waive EMS fees for uninsured or underinsured veterans based on the information collected and within the goals and objectives established, and presents the policy to the BOCC for adoption. (EC5, Q3)	EMS
4.	A. Develop strategies and training to improve medical outcomes and survival rates and prevent Injuries. (Q2, Q3)	EMS
	B. Develop community paramedic telemedicine program and apply for grant funding. (Q2, Q3)	EMS
	C. Continually seek funding opportunities to provide a means of providing community paramedic telemedicine services to the community. (Q2, Q3)	EMS
5.	Collaborate and support Honor Flight Tallahassee in the production of flights. (EC5)	EMS
6.	Engage community partners within the medical and social services community to enhance partnerships. (Q2, Q3)	EMS
7.	Develop strategies and training to improve medical outcomes and survival rates and prevent injuries. (Q2, Q3)	EMS
8.	Engage citizens by providing ride along opportunities to qualifying citizens. (E6)	EMS

Leon County Fiscal Year 2014 Annual Performance and Financial Report

Public Services

Actions	9.	Develop community partnerships to support and advocate AEDs in public spaces. (Q2, Q3)	EMS	
	10.	Develop partnerships to support and advocated AEDs in public spaces. (Q2, Q3)	EMS	
	11.	A.	Continue to participate in the Tallahassee Partnership sponsored by the ASPCA for the next 4 years to ensure community safety and health. (Q2,G2)	Animal Control
		B.	Provide education to pet owners on ordinance requirements and assistance dog owners from giving up their pet for lack of or improper shelter by providing loaner dog houses. (G2)	Animal Control
		C.	Conduct microchips identification scanning on all animals picked up to return to the owner in the field to reduce animals taken to the shelter. (Q2, G2)	Animal Control
D.		Provide pet identification tags and collars under the ASPCA ID Me Tag program to reduce umber of animals going to the shelter and increase number of pets reunited with their owner. (Q2, G2)	Animal Control	
Performance Measures	EC6	Percentage increase of library visits, computer use, circulation, program attendance compiled annually	-8.1% Pg. 1-63	
	Q1	Number of items for which the library develops the original entry for the international cataloging database	56 Pg. 1-63	
	EC5	Number of Veterans qualifying for fee waiver under the policy	1 Pg. 1-65	
	Q2,Q3	Percentage of cardiac arrest patients who experience Return of Spontaneous Circulation (ROSC)	33.6 Pg. 1-65	
	Q2,Q3	Percentage of heart attack patients transported to hospital within 30 minutes or less of patient contact	82% Pg. 1-65	
	Q2, Q3	Percentage of myocardial infarction patients correctly identified by paramedics annually	87% Pg. 1-65	
	Q2, Q3	Percentage of trauma alert patients correctly identified by paramedics annually	88% Pg. 1-65	
	Q2, Q3	Number of citizens trained in CPR annually through events including "Press the Chest"	1,400 Pg. 1-65	
	Q2, Q3	Number of public education events conducted annually	140 Pg. 1-65	
	Q2, Q3	Number of public access Automated External Defibrillators (AEDs) registered	806 Pg. 1-65	
	Q2,	% of stoke alert patients correctly identified by paramedics annually	84% Pg. 1-65	
	Q2	% of STEMI patients correctly identified by paramedics annually	87% Pg. 1-65	
	Q2	% of STEMI EKGs transmitted to receiving hospital by paramedics annually	89% Pg. 1-65	
	Q2	Reduce field impounds at the Animal Shelter by 3% annually.	-30% Pg. 1-66	

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Public Services

DIVISION
Library Services

PROGRAM
Policy, Planning & Operations, Public Services,
Collection Services, Extension Services

GOAL

The goal of the LeRoy Collins Leon County Public Library System is to enrich the community by inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.

PROGRAM HIGHLIGHTS

1. As a result of moving the library management system to Cloud computing and in preparation for launching a new, updated version of the online catalog, library staff is systematically reviewing the library management system.
2. Library Facebook page and the new, updated online catalog, Enterprise, were launched on April 14.
3. Fizz, Boom, Read: The system wide Summer Reading Program for children emphasized science themes and materials.
4. The Bucket List Book Club at the Eastside Branch averages 25 readers at lively monthly meetings.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q1	Cost Per Capita	\$25.14	13th of 30
Q1	Materials Expenditures Per Capita	\$2.37	19th of 30
Q1	Circulation Items Per Capita	7.52	9th out of 30
Q1	Square feet Per Capita (State Standard 0.6 sf)	0.46	8th out of 30
Q1	FTE per 1,000 population	0.43/1,000	9th out of 30
Q1	Internet terminals available per 1000 population	0.60/1,000	11th out of 30
Q1	# of Individual Registered Users (% of total population)	60%	46.4%

Benchmark Source: Florida Library Directory Statistics category for libraries serving a population of 100,001 – 750,000.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q1	1. # of total Library Visits	1,087,503	1,095,896	1,044,881
Q1	2. # of Library uses	4,417,347	4,531,207	4,007,988
Q1	3. # of items in Library Collection	787,977	818,386	778,824
Q1	4. # of total Material Circulation	1,831,043	1,901,631	1,717,805
Q1	5. # of total number of computer uses	2,586,304	2,629,576	2,290,183
Q1	6. # of new volumes cataloged	46,890	49,800	41,569
Q1	7. # of Library programs held	863	750	883
Q1	8. # of Library programs attendance	31,542	36,750	37,336
EC6, Q1	9. Track implementation of RDA and the number of entries that the library develops as the first record of a particular item for the shared international cataloging database	106	200	56

PERFORMANCE MEASUREMENT ANALYSIS

1. Library visits and circulation declined at the main library; parking lot construction and implementation of new user fees affected visitors. However, Library visits at Lake Jackson Branch increased 9%.
2. "Library uses" includes material circulation and computer uses. In-house computer use and Wi-Fi use increased; library database hits decreased and accounted for the overall decrease.
3. Number of items in Library Collection decreased due to the database clean-up and the elimination of old records.
4. Total Material Collection is driven by Library visits. Due to the slight decrease in Library Visits, Material Circulation also decreased.
5. Total computer use down due to decrease in database use. Use of public PCs increased 5% and there were 57,870 uses of Wi-Fi (counted for the first time in FY 14).
6. Fewer items purchased in part due to higher purchasing costs, especially for audiobooks and downloadables; as well as staff turnover due to retirement.
7. Programs continue to be popular and several special programs added to the number this year; such as the Tim Dorsey "Tiger Shrimp Tango" author event.
8. Library programs continue to be well-attended as seen by an 18% increase in FY14.
9. Fewer unique items were available combined with searching capabilities in the shared cataloging database yielding better records accounted for the decrease from FY13.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-(240-243)-571

	<u>FINANCIAL</u>			<u>STAFFING</u>			
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>	<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>	
Personnel	5,120,756	4,944,555	5,175,165	Full Time	101.70	101.7	101.70
Operating	740,469	629,948	751,902	OPS	1.00	1.00	1.00
Transportation	22,289	18,715	22,840				
Capital Outlay	628,285	626,661	622,505				
Grants & Aid	0	0	3,000				
TOTAL	6,511,799	6,219,879	6,575,412	TOTAL	102.70	102.7	102.70

DEPARTMENT Public Services **DIVISION** Emergency Medical Services **PROGRAM** Emergency Medical Services

GOAL

The goal of Leon County EMS Division is to provide clinically superior, compassionate, cost effective emergency medical services to all citizens and visitors of Leon County; regardless of social economic status, utilizing the latest technologies and medical care standards, within the bounds of available resources.

PROGRAM HIGHLIGHTS

- Continued to leverage the efficiencies and effectiveness brought about by the implementation of the Consolidated Dispatch Agency to improve call processing and response times; and coordination of cross-departmental resources.
- Supported the April 26, 2014 Honor Flight, which escorted 79 WWII and Korean War Veterans to Washington, D.C.
- Celebrated the 10th year of providing services; the Division has responded to 328,182 requests for service since the commencement of EMS services in 2004.
- In collaboration with the medical community and first response agencies, developed strategies to improve outcomes and survival rates.
- In cooperation with community partners, successfully produced the 4th annual Press the Chest event at the FAMU Lawson Center and trained over 400 citizens in CPR and AED.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q2, Q3	% of heart attack (STEMI) patients delivered to the hospital in 30 minutes or less from patient contact to hospital arrival	82.9%	85%
Q2	% of cardiac arrest patients that experience Return of Spontaneous Circulation (ROSC) upon arrival at the Emergency Room	33.6%	7%
Q2, Q3	% of requests for services that result in patient transport	71.8%	65%

Benchmark source: American College of Cardiology, the American Heart Association, and the Florida EMSTARS Database.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2	1. # of calls for service responded to	33,166	35,500	33,637
Q2	2. # of transports made	23,913	24,620	23,769
Q2,Q3	3. # of public education events conducted	162	180	140
EC5	4. # of Veterans qualifying for fee waiver under policy	0	10	1
Q2,Q3	5. # of Citizens trained in Cardio-Pulmonary Resuscitation (CPR/AED) use annually	1,500	1,000	1,400
Q2,Q3	6. # of public access Automated External Defibrillator (AEDs) registered with the Division	801	780	806
Q2	7. % of trauma alert patients correctly identified by Paramedics annually	89	90	88
Q2	8. % of stroke alert patients correctly identified by Paramedics annually	99	90	84
Q2	9. % of STEMI patients correctly identified by Paramedics annually	88	90	87
Q2	10. % of STEMI EKGs transmitted to receiving hospital by Paramedics annually	N/A	90	89

PERFORMANCE MEASUREMENT ANALYSIS

- Requests for service continue to increase and FY14 is the busiest year on record for the division, representing a 23.5% increase in request for service when compared to the 27,235 requests or service received in FY05, the first full fiscal year of operation.
- The number of requests for service that resulted in a patient transport decreased by 0.06% as compared to last year. The division is experiencing a higher number of patients that request EMS assistance; however, do not want to be transported to the hospital.
- The division provided 140 public education and injury prevention programs to community groups in an effort to reduce community risk.
- The Board implemented a policy to waive EMS fees for uninsured or underinsured veterans. Most qualifying accounts are resolved through a third party payment without the need to waive the fee. During FY14 one veteran account was waived under the policy.
- The division provided Cardio-Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) training to citizens at events such as Press the Chest. These training events contribute to the community's high ROSC rate.
- The number of AEDs in the community registered with the division increased by 5.
- Paramedics correctly identified 87.8% of trauma alert patients, improving the morbidity and mortality of these patients.
- Paramedics correctly identified 83.5% of stroke alert patients resulting in transporting the patient to a hospital designated as a stroke center, improving patient outcomes.
- Paramedics correctly identified 87.3% of myocardial infarction patients, resulting in faster in-hospital treatment times and corresponding improved mortality rates.
- Paramedics transmitted 89.4% of EKGs identified as a STEMI to the receiving hospital, resulting in improved hospital treatment times.

FINANCIAL AND STAFFING SUMMARY ACCOUNT NUMBER: 135-185-526

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	8,490,681	8,533,299	9,522,107	Full Time	107.20	111.20
Operating	4,590,658	4,293,156	4,943,043	OPS	1.00	1.00
Transportation	741,245	754,922	925,826			
Capital Outlay	53,848	23,776	74,250			
Grants & Aid	10,000	0	0			
TOTAL	13,886,681	13,605,153	15,465,226	TOTAL	108.20	112.20
						122.20

DEPARTMENT
Public Services

DIVISION
Animal Control

PROGRAM
Animal Services

GOAL

The goal of the Division of Animal Control is to improve the well-being of citizens and animals through humane education, prevention, and enforcement programs for the citizens and domestic animals of Leon County

PROGRAM HIGHLIGHTS

1. Leveraged community partnerships to distribute low-cost spay/neuter vouchers to assist in controlling the pet population.
2. Continued to develop partnerships between various animal welfare organizations to share resources and, as a result, made a positive impact on local animal welfare issues.
3. Entered into a new Agreement with City for animal sheltering services which will provide the resources necessary to meet the needs of the community.
4. Educated residences about responsible pet ownership, animal safety, bite prevention and related matters by participating in community outreach events.
5. Hosted a nationally recognized animal cruelty investigators training program to improve the investigative capabilities of the Division.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q2	Field deployed staff to population	1:20,160	1:15,000 to 18,000

Benchmark Sources: Florida Animal Control Association (FACA)

Note: Calculation based on unincorporated area population; however, Leon County Animal Control is also responsible for responding to all bite related calls in the City.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2,Q3	1. Increase domestic animal rabies vaccination: Measured by bite animal vaccination rates	51%	53%	96%
Q2	2. Maintain customer complaint rate at 5 per 1,000 calls received	2.3	5.0	2.1
Q2	3. # of citations issued	169	500	213
Q2	4. # of field service calls (bite and service calls including follow-ups)	7,136	9,100	6,009
Q2	5. Reduce # of animals impounded by Field Officers	2,318	N/A	1,611

PERFORMANCE MEASUREMENT ANALYSIS

1. Of the 1,383 total reported animal bite cases, 57 or 4% of those involved unvaccinated animals.
2. As a part of Leon LEADS Core Practices Initiative, a strong emphasis was placed on customer satisfaction training which contributed to the complaint rate.
3. The Division has continued an enforcement practice that emphasizes education and assistance prior to formal enforcement which has contributed to the number of citations issued well below the FY14 estimate and the historical average. Prior to FY13 citations issued were routinely above 400 per year.
4. The decrease in field service calls is attributed to a partnership established with the Florida Department of Health in Leon County, where the Department of Health is releasing animals from rabies quarantine, decreasing the number of follow-up incidents officers are handling.
5. Strategies have been implemented that makes animal impoundment a last resort which has significantly decreased the number of animals being brought to the shelter by field officers.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-201-562

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	407,351	388,261	425,895	Full Time	7.00	7.00
Operating	614,474	561,902	708,065	OPS	0.00	0.00
Transportation	69,067	52,015	68,130			
Capital Outlay	12,500	0	0			
Grants & Aid	71,250	71,250	71,250			
TOTAL	1,174,642	1,073,428	1,273,340	TOTAL	7.00	7.00

Leon County FY 2014 Annual Performance and Financial Report

**Intervention & Detention Alternatives
Business Plan**

Mission Statement	<p>The mission of the Leon County Office of Intervention and Detention Alternatives is to provide information to the courts, which support judicial custody release decisions, and provide alternatives to incarceration to persons accused of crimes and offenses, which hold them accountable, improve their ability to live lawfully and productively in the community, enhance the overall administration of justice, and support community safety and well being.</p>		
Strategic Priorities	<p>Economy</p> <ul style="list-style-type: none"> Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012 <p>Governance</p> <ul style="list-style-type: none"> Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s core practices. (G4) <p>Quality of Life</p> <ul style="list-style-type: none"> Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012 Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013 		
Strategic Initiatives October 1, 2011– December 31, 2013	<ol style="list-style-type: none"> Continue to implement strategies to promote work readiness and employment, including providing job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (EC6, Q2) Implement alternatives to incarceration (Q2) Provide drug and alcohol testing (for employees and court ordered County Probation and Supervised Pretrial Release clients) (G4, Q2) Support Palmer Munroe Teen Center in partnership with the City (Q3) 	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	
Actions	<ol style="list-style-type: none"> <ol style="list-style-type: none"> Assist private sector partner with identifying and referring probation and pretrial release defendants for job readiness training. (EC6, Q2) Facilitate and support private sector partner’s strategies for providing job skills training, resume writing skills, interviewing techniques, and employment contacts to defendants. (EC6, Q2) Monitor and track participation and success of defendants referred for job readiness training. (EC6, Q2) Provide alternatives to incarceration by effectively monitoring and supervising defendants ordered pretrial release and probation (Q2) Preserve the integrity and security of drug and alcohol testing by adhering to the rules established by the U.S. government (Q2, G4) Administer the contract for Palmer Munroe Teen Center and partner with the City to support implementation and administration of the Board’s directives. (Q3) 	<p>Pretrial Release Probation</p> <p>Pretrial Release Probation</p> <p>Pretrial Release Probation</p> <p>IDA</p> <p>DATP</p> <p>IDA</p>	
Performance Measures*	<p>Q2 Divert jail operating costs by no less than \$10 million by promoting and utilizing supervised pretrial alternatives</p> <p>Q2 Utilize intervention strategies to ensure no fewer than 80% of defendants supervised successfully complete pretrial</p> <p>Q2 Monitor participants to ensure they complete no less than 70% of the court ordered Work Program days assigned</p> <p>Q2 # of alcohol tests administered annually to court ordered defendants</p> <p>Q2 # of urinalysis tests administered annually to court ordered defendants</p>	<p>\$11.3</p> <p>74%</p> <p>77%</p> <p>12,642</p> <p>9,062</p>	<p>Pg. 1-69</p> <p>Pg. 1-69</p> <p>Pg. 1-68</p> <p>Pg. 1-70</p> <p>Pg. 1-70</p>

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Intervention & Detention Alternatives

DIVISION
County Probation

PROGRAM
County Probation

GOAL

The goal of the Leon County Probation Division is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

PROGRAM HIGHLIGHTS

1. Probation collected more than \$116,000 in court-ordered restitution for crime victims.
2. In response to the Leon LEADS Listening Session, staff collaborated with the Courts to develop and implement a Notice to Appear process as an additional alternative to incarceration.
3. As a costs saving measure, consolidated the Mental Health Probation and Pretrial Release functions and cross-trained associated staff.
4. In support of our community partnerships, staff served on the Criminal Justice Advisory Board for Keiser University.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G4,Q2	Annual average monthly hours allocated per Probation Officer based upon offender risk factors and Intensity of cases	379	120

Benchmark Sources: The American Probation and Parole Association (APPA) no longer adopts benchmarks based on a caseload ratio and instead supports a methodology based on workload. Workload, or case priority, is determined by the level of intensity required for supervising a case based on conditions assigned and other risk factors. APPA recommends officers not exceed an average workload of 120 hours per month. Current benchmark statistics account for workload hours based on case priority in lieu of a caseload ratio.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G4,Q2	1. Dedicate no less than an average of 120 hours per FTE per month to case management based upon conditions assigned and risk factors.	385	360	379
G4,Q2	2. Utilize intervention strategies to minimize technical violations to no more than 20% of the total supervised.	20%	27%	23%
Q2	3. Schedule Work Program participants to defer Division of Operations labor costs by no less than \$300K annually (based upon minimum wage only).	\$332,357	\$338,550	\$265,989
Q2	4. Monitor participants to ensure they complete no less than 70% of the court ordered Work Program days assigned.	74%	74%	77%
Q2	5. Schedule Community Service participants to ensure the equivalent of no fewer than 20 FTEs available to non-profit agencies.	29	24	23

PERFORMANCE MEASUREMENT ANALYSIS

1. Exceeded the APPA standard for monthly case management hours allocated per Probation Officer by 316%.
2. For a short period, the Court' directed for Probation to submit all positive drug test results to the Court for review. This directive resulted in a significant increase in technical violations. Subsequent to the increased number of violations, the Court directed Probation to resume its previous intervention measure of submitting positive drug test results at the end of a 30-day cycle upon release from jail.
3. Work Program cost savings decreased by 21% due to a decrease in Probation sentences and Diversion Program assignments.
4. Due to continuous improvements in monitoring efforts, the program realized a 3% increase in the number of offenders successfully completing assigned Work Program days.
5. The scheduling and delivery of Community Service participants equated to 23 employees for non-profit agencies in 2014.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-542-523

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	1,071,812	1,022,703	1,167,448	Full Time 17.00	17.00	17.00
Operating	32,134	36,240	33,359	OPS 0.00	0.00	0.00
TOTAL	1,103,946	1,058,943	1,200,807	TOTAL 17.00	17.00	17.00

DEPARTMENT
Intervention & Detention Alternatives

DIVISION
Supervised Pretrial Release

PROGRAM
Pretrial Release

GOAL

The goal of the Supervised Pretrial Release Division (SPTR) is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

PROGRAM HIGHLIGHTS

1. Provided more than 7,000 assessments and criminal reviews for daily First Appearance Hearings.
2. As a cost savings measure the office continues to utilize private sector services for Electronic monitoring staffing and equipment.
3. As an outcome of cross departmental team initiative to consolidate Probation, SPTR and Drug and Alcohol, all staff has begun training on other functions and tasks in the Office of IDA.
4. In support of efforts to establish more community partnerships staff participates on the Criminal Justice Advisory Board for Keiser University.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G4,Q2	Average number of hours worked per month based upon defendant risk (High to Low Risk)	239	120

Benchmark Sources: The American Probation and Parole Association (APPA), no longer adopts a benchmark standard based on a caseload ratio and instead supports a methodology based on workload. Workload, or case priority, is determined by the level of intensity required for supervising a case based on conditions assigned and other risk factors. APPA recommends that officers not exceed an average workload of 120 hours per month. Current benchmark statistics account for workload hours based on case priority in lieu of a caseload ratio.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G4,Q2	1. Dedicate no fewer than an average of 120 hours per FTE per month to case management based upon conditions assigned and risk factors	227	214	239
G4,Q2	2. Utilize intervention strategies to minimize technical violations (OTSC) to no more than 10% of the total supervised	11%	8%	12%
G4,Q2	3. Utilize intervention strategies to ensure no fewer than 80% of defendants supervised successfully complete pretrial	82%	81%	74%
Q2	4. Divert jail operating costs by no less than \$10 million by promoting and utilizing supervised pretrial alternatives	\$12.6	\$10.5	\$11.3

PERFORMANCE MEASUREMENT ANALYSIS

1. Increase associated with optimal use of existing staff hours by utilizing private sector services and automated.
2. For a short period, the Court directed Pretrial to submit all positive drug test results to the Court for review. This directive resulted in a significant increase in technical violations. Subsequent to the increased number of violations, the Court directed Pretrial to resume its previous intervention measure of submitting positive drug test results at the end of a 30-day cycle upon release from jail.
3. For a short period, the Court directed Pretrial to submit all positive drug test results to the Court for review. This directive resulted in a significant increase in technical violations. Subsequent to the increased number of violations, the Court directed Pretrial to resume its previous intervention measure of submitting positive drug test results at the end of a 30-day cycle upon release from jail. With a 7.65% in jail operating costs savings, SPTR continues to serve as a viable cost alternative to incarceration.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-544-523

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	726,741	706,516	761,855	Full Time 13.00	13.00	13.00
Operating	247,383	245,648	257,773	OPS 0.00	0.00	0.00
TOTAL	974,124	952,164	1,019,628	TOTAL 13.00	13.00	13.00

DEPARTMENT
Intervention & Detention Alternatives

DIVISION
County Probation

PROGRAM
Drug & Alcohol Testing

GOAL

The goal of the Leon County Drug and Alcohol Testing Division is to assist county departments, the judicial system and other agencies in creating a safe and secure environment free from the adverse effects caused by abuse or misuse of alcohol and drugs.

PROGRAM HIGHLIGHTS

1. With no increase in staff, the Drug and Alcohol Testing Division performed 28% more urinalysis tests.
2. One additional staff member completed Department of Transportation (DOT) certification increasing the agency's capacity for service.
3. In conformity with Leon County's goals of improved efficiencies within the Office of Intervention and Detention Alternatives, the Drug and Alcohol Testing staff cross-trained five staff members from the Pretrial and Probation divisions.
4. The fees collected for urinalysis testing increased 12% over the previous fiscal year resulting in additional revenues of \$15,609.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2	1. # of alcohol tests administered annually to court ordered defendants	13,796	13,860	12,642
Q2	2. # of urinalysis tests administered annually to court ordered defendants	10,351	9,552	9,063
G4,Q2	3. # of urinalysis collections performed annually for other agencies	548	444	702
G4,Q2	4. # of DOT alcohol tests administered annually	19	5	19
Q2	5. Fees collected for alcohol tests	\$66,890	\$72,060	\$134,391
Q2	6. Fees Collected for urinalysis tests	\$132,550	\$134,166	\$148,159

PERFORMANCE MEASUREMENT ANALYSIS

1. The 9% decrease in alcohol testing is attributed to the decreased number of participants and frequency required for court ordered testing due to alternative testing methods (i.e., electronic alcohol monitoring and the ethylglucuronide test).
2. The decrease in drug testing is attributed to fewer participants required for court ordered testing.
3. The 58% increase in urinalysis testing performed for other agencies is attributed to outlying counties recognizing the variety of services offered (e.g., ethylglucuronide, pre-employment and DOT) and the integrity, competency of the program.
4. DOT alcohol tests administered annually exceeded estimates due to an increase in employee random testing required by Risk Management.
5. Actual revenues for alcohol tests reflect the inclusion of electronic alcohol monitoring (SCRAM) fee collections.
6. Actual fees collected for urinalysis tests exceeded the estimated amount by 10% due to an increase in services provided to other court ordered agencies

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-599-523

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	110,320	111,268	114,191	Full Time	2.00	2.00
Operating	73,513	72,565	44,693	OPS	0.00	0.00
TOTAL	183,833	183,833	158,884	TOTAL	2.00	2.00

Leon County FY 2014 Annual Performance and Financial Report

**Office of Human Services & Community Partnerships
Business Plan**

Mission Statement

The mission of the Leon County Office of Human Services and Community Partnerships is to build a stronger, healthier community by providing a safety net of resources, services, and solutions for citizens in need, in partnership with our community.

Strategic Priorities

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. (EC5) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012

Quality of Life

- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6) 2012

Strategic Initiatives

October 1, 2011 – September 30, 2013

- | | |
|---|--------------|
| 1. Implement strategies that assist local veterans, including: develop job search kiosk for veterans (EC5,EC6) 2012 | July 2012 |
| 2. Implement strategies that assist local veterans, including: consider policy to allocate portion of Direct Emergency Assistance funds to veterans (EC5,EC6 Q3) 2012 | October 2012 |
| 3. Collaborate with United Vets and attend monthly coordinating meetings (EC5) 2012 | Ongoing |
| 4. Provide grants to active duty veterans (EC5) 2012 | Ongoing |
| 5. Assist veterans with benefits claims (EC5,EC6,Q3) 2012 | Ongoing |
| 6. Fund Veterans Day Parade as a partner with V.E.T, Inc. (EC5) 2012 | Ongoing |
| 7. Provide Internships (EC6) 2012 | Ongoing |
| 8. Provide Volunteer LEON Matchmaking (EC6) 2012 | August 2012 |
| 9. Support Community Humans Services Partnerships (Q3) 2012 | Ongoing |
| 10. Support Leon County Health Departments (Q3) 2012 | Ongoing |
| 11. Support CareNet (Q3) 2012 | |
| 12. Support DOH’s closing the Gap grant (including “ Year of the Healthy Infant II” campaign, and Campaign for Healthy Babies) (Q3) 2012 | June 2012 |
| 13. Support Expanding Access to Care grant (Q3) 2012 | June 2012 |
| 14. Provide targeted programs for seniors (Q3) 2012 | Ongoing |
| 15. Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (Q3) 2012 | Ongoing |
| 16. Provide foreclosure prevention counseling and assistance (Q6) 2012 | Ongoing |
| 17. Provide first time homebuyer assistance (Q6) 2012 | Ongoing |
| 18. Implement strategies that assist local veterans, including: hold a Welcome Home celebration for veterans and service members. (EC5) 2012 | Annually |

Leon County FY 2014 Annual Performance and Financial Report

Office of Human Services and Community Partnerships

Actions

1.	Maintain veterans' kiosk and continue to work with Workforce PLUS on veterans' employment issues. (EC5)	Veterans Services
2.	Develop policy to allocate funds for a new Direct Emergency assistance program for veterans. (EC5)	Veterans Services
3.	Strengthen relationship with local veterans' organizations by attending monthly meetings, partnering with Workforce PLUS veterans jobs program, and continuing to support V.E.T. Inc. and the Veterans Day Parade.(EC5)	Veterans Services Volunteer Services
4.	Continue to outreach to promote awareness of Leon County Military Grant for Active Duty Personnel.(EC5)	Veterans Services
5.	Continue to assist local veterans and their dependents with processing benefit claims. (EC5, EC6, Q3)	Veterans Services
6.	Continue to provide support and funding to VET, Inc. to organize, plan, and execute the Veterans Day Parade. (EC5)	Veterans Services
7.	A. Provide internal trainings for a successful internship program, in addition to targeted recruitment at the local universities for the best and brightest applicants. Also, expand internship placements to new departments otherwise unfamiliar with voluntary service. (EC6) B. Conduct workshops for County staff on process for requesting interns, program policy and how to successfully manage interns. (E6) C. Promote Leon County Internships with local universities in appropriate disciplines to best meet the needs of County departments and divisions. (E6)	Volunteer Services
8.	A. Provide VolunteerLEON Matchmaking Portal training to local nonprofits, ensuring a "ready workforce" and strong community response. Successful measures include site visits, community trainings, and publicizing presence of the Leon County Volunteer Center Matchmaking Portal. (EC6) B. Conduct training for nonprofits on matchmaking portal through workshops and site visits.	Volunteer Services
9.	Provide in-kind and funding support of the Community Human Services Partnerships program. Continue to support, fund, and administrate the CHSP process in an effort to be responsible stewards of community dollars. (Q3)	Human Services
10.	A. Execute an annual contract to provide funding to the Leon County Health Department for the provision of mandated public health services. (Q3) B. Collaborate with the Leon County Health Department for the provision of healthcare for uninsured and financially indigent residents. (Q3)	Primary Healthcare Human Services
11.	A. Collaborate with CarNet partners for the provision of healthcare services for uninsured and financially indigent residents. (Q3) B. Partner with CarNet and other community agencies to pursue opportunities to leverage county funding. (Q3)	Primary Healthcare
12.	Provide resources for the administration of the Department of Health Closing the Gap Grant. (Q3)	Primary Healthcare
13.	Provide matching funds for the Access to Care Grant.(Q3)	Primary Healthcare
14.	Continue to support and fund the Tallahassee Senior Citizens Foundation to provide program and activities for seniors in unincorporated Leon County.(Q3)	Human Services
15.	Collaborate with ACHA to and other State agencies to ensure accountability and compliance. (Q3)	Human Services
16.	Mitigate property value loss by providing foreclosure prevention with funds attained through Florida's Hardest Hit program, and scheduling ongoing assistance. (Q6)	Housing
17.	Continue to support first-time homebuyer assistance with homeownership workshops, and also diversify funding for the program.(Q6)	Housing
18.	Sponsor Operation Thank You! : A Pancake Breakfast ceremony to celebrate the courageous men and women of Leon County Armed Forces Units.	Veterans Services Volunteer Services

Leon County FY 2014 Annual Performance and Financial Report

Office of Human Services and Community Partnerships

Performance Measures	EC6, Q3, Q4	Increase in number of voluntary service hours donated by county departments annually	70	Pg. 1-75
	EC6,Q3	Increase in number of county departments utilizing volunteers annually	38	Pg. 1-75
	EC6,Q3	Increase in number of external agencies trained and authorized to VolunteerLEON Matchmaking portal	26	Pg. 1-75
	EC5,Q3	Dollar Increase in fiscal impact of approved veterans claims annually	\$1.0 mil	Pg.1-74
	EC5,Q3	Number of veterans assisted through the claim process and outreach annually	4,500	Pg.1-74
	EC5,Q3,Q6	Number of citizens assisted through foreclosure and first-time home buying programs	75	Pg.1-76
	Q6,Q3	Track dollar amount of property value retained by foreclosure prevention annually using the Leon County Property Appraiser's assessed value.	\$3.7 mil	Pg.1-76
	Q3,Q6	Dollar amount of community benefit realized through the receipt of grant funding and the provision of grant matches	\$3.2 mil	Pg.1-80
	EC5,Q3	Dollar amount used through the Military Grant Program to assist service members that were called to active duty to serve their country.	\$20K	Pg.1-74
	Q3	Number of uninsured residents receiving primary healthcare through CareNet.	21k	Pg.1-80

DEPARTMENT Human Services & Community Partnerships **DIVISION** Veteran Services **PROGRAM** Veteran Services

GOAL

The goal of the Leon County Veteran Services Division is to assist veterans and their dependents in securing all entitled benefits earned through honorable military service, and to advocate for veterans' interests in the community.

PROGRAM HIGHLIGHTS

1. Veterans Emergency Assistance Program (VEAP) is a program that works hand and hand with Florida Department of Veterans Affairs through the Florida Veterans Foundation to provide emergency assistance to veterans.
2. Leon County held a ceremony to honor the service of our World War II Veterans. "Operation Thank You" was held on the Courthouse lawn to commemorate the 70th Anniversary of Allied troops landing in Normandy, France on D-Day.
3. Leon County has continued to support the Active Duty Grant Program which provides financial assistance in the form of a grant for ad valorem property taxes to active duty servicemen recalled to active duty.
4. Leon County was a partner for Honor Flight Tallahassee, which transported 79 World War II veterans and support personnel to Washington, D.C. to visit memorials dedicated to honor their service and sacrifice.
5. Leon County participated in the annual Veteran's Day Parade.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EC5	1. # of clients served (in person)	4,980	3,500	4,500
EC5	2. # of outreach events attended	184	200	90
EC5	3. # of clients served in the Veterans Resource Center	94	150	180
EC5	4. Annual client benefit payments (new)	\$9,328,977	\$11,060,893	\$8,837,309
EC5	5. Annual client benefit payments (recurring)	\$36,541,000	\$59,499,180	\$51,563,309
EC5	6. \$ Increase in fiscal impact of approved veterans claims annually	\$876,366	\$959,620	\$1,050,000
EC5	7. \$ Amount used through the Military Grant Program	\$21,168	\$38,000	\$42,642
EC5	8. # of veterans assisted through the Veterans Emergency Assistance Program (VEAP)	N/A	107	78

PERFORMANCE MEASUREMENT ANALYSIS

1. Decrease in Veterans services because troops are being withdrawn from Afghanistan and more Veterans are applying for VA benefits.
2. Decrease in outreach activities due to a reassignment of a Veteran Service Counselor position. There is now only one Veteran Service Counselor.
3. Increase in Veterans services due to HB 7015 waiving out-of-state tuition rates. More Veterans are visiting the Resource Center to apply for college and use the office equipment that is available to them.
4. Decrease in annual client benefit payments because of an increase in the number of Veterans returning from overseas. This caused the Veteran Administration to have a backlog in processing benefits claims which resulted in a decreased of processed VA claims.
5. The Veterans Administration decreased the number of claims processed, which in turn reflects the decrease in payments made to veterans.
6. Increase is due to the population of Veterans in Leon County growing.
7. Increase in Military Grant is due to more National Guard Unit returning home to Leon County.
8. Decrease is due to the Veteran's Retraining Assistance Program (VRAP), which allow Veterans to train for 12 month in a specialize field and find employment to support themselves.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-390-553

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	152,412	110,396	162,055	Full Time	3.00	3.00
Operating	58,708	65,527	17,465	OPS	0.00	0.00
Grants & Aid	100,000	66,705	132,500			
TOTAL	311,120	242,628	312,020	TOTAL	3.00	3.00

DEPARTMENT Human Services & Community Partnerships **DIVISION** Volunteer Center **PROGRAM** VolunteerLEON

GOAL

To empower citizens to answer local needs through volunteerism and community engagement.

PROGRAM HIGHLIGHTS

1. 5,500 citizens volunteered in Leon County government through internships and volunteer service, contributing over 120,000 service hours.
2. 9/11 National Day of Service and Remembrance service project portion of the event involved all sectors of the community, led by Leon County, and resulted in a "neighboring" project where more than 100 volunteers and county employees teamed up in the revitalization and various rehab projects on 37 homes the Crown Ridge Estates neighborhood of Leon County.
3. The Volunteer Center provided technical support for the volunteer management of the North Florida Homeless Veterans Standdown in which over 700 volunteers served and thanked homeless veterans over the three day period. A "how to" manual was created for the event leadership to be able to take over the coordination of volunteers, independent of VolunteerLEON.
4. VolunteerLEON trained more than 200 volunteers and employees who will staff the County's EOC Citizen Information Line and set-up a Volunteer Disaster Reception upon request from Emergency Management.
5. Implemented new on-line volunteer matching system, "Get Connected", with an annual cost savings of \$2,500

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G4	1. # of citizen volunteers coordinated	4,594	4,000	5,500
G4	2. # of volunteer hours contributed by citizens	114,492	111,500	123,292
G4	3. # of volunteer referrals to community based organizations through Leon Get Connected volunteer portals.	250	400	400
G4	4. # of workshops provided to County Staff on how to manage volunteers and interns	6	3	3
G4	5. # of participants who successfully completed the volunteer management certification course	20	20	26
G4	6. Increase in number of voluntary service hours donated by county employees annually through Project LEADS	70	70	70
G4	7. # of county departments utilizing volunteers annually	21	25	38

PERFORMANCE MEASUREMENT ANALYSIS

1. Objective exceeded due to volunteer coordination of 2014 North Florida Homeless Veteran Standdown
2. Objective exceeded due to volunteer hours provided over three days of Homeless Standdown
3. Objective met due to the number of volunteers responding to Agency needs. This number is anticipated to increase as the site gets more use.
4. Objective met due to the number of scheduled trainings. This number should remain constant as trainings are provided at the beginning of each term for new intern supervisors or those wanting a refresher.
5. Objective exceeded by six due to the addition of the Americorp Tallahassee members. Typically no more than 20 persons are trained during this event.
6. Objective met however, the number of volunteer hours is understated through Project LEAD due to a number of volunteers not submitting hours and therefore, those hours are not calculated. Outreach will be increased to make sure service hours are submitted by employees.
7. Objective exceeded due to increased volunteer and internship opportunities with county departments

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-113-513

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>	<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>
Personnel	156,772	159,109	167,061	Full Time 2.00	2.00	2.00
Operating	19,165	16,269	20,743	OPS 0.00	0.00	0.00
TOTAL	175,937	175,378	187,804	TOTAL 2.00	2.00	2.00

DEPARTMENT Human Services & Community Partnerships **DIVISION** Health and Human Services **PROGRAM** Human Services

GOAL

To serve as a safety net to enhance the quality of life for residents by providing resources, access to social services, and short term financial assistance.

PROGRAM HIGHLIGHTS

1. Leon County has contributed more than \$2.3 million to the State mandated Medicaid County Match and Health Care Responsibility Act (HCRA) programs for hospital and nursing home services provided to residents enrolled in Medicaid.
2. During the 2013/14 CHSP process, more than 100 volunteers maked up 10 Citizen Review Teams (CRT) and CHSP staff conducted 75 agency site visits and reviewed 101 programs, starting in April 8, 2014 and ending in May 21, 2014.
3. Agency site visits and reviewed 108 programs, starting in April 5, 2013 and ending in May 23, 2013.
4. In an effort to prevent homelessness and reduce the impact of chronic conditions and illness, through partnerships with Catholic Charities, Community Action Agency, Sickle Cell Foundation, and the Salvation Army, the County's Direct Emergency Assistance Program (DEAP) provided rental and utility assistance to 72 families which consisted of 169 individuals,
5. Continued partnerships with agencies throughout Leon County by distributing the Leon County NACo Prescription Discount Card. During FY14 residents were able to save up to 24% on prescription drugs not covered by insurance. Over 3,178 prescriptions were filled for an estimated cost savings of \$33,406.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q2	1. Amount Reimbursed for Medicaid County Match and HCRA for hospital and nursing home services provided to citizens enrolled in Medicaid	\$2,320,185	\$2,536,890	\$2,362,023
Q2	2. # of Residents admitted to the publicly funded Baker Act unit	914	860	879
Q2	3. # of Residents admitted to the publicly funded Marchman Act Unit	483	660	534
Q2	4. # of Disposition services provided for indigent, unclaimed, or unidentified persons through the Indigent Burial Program	42	40	35
Q2	5. # of Child Protection Exams Paid	186	236	159
EC6	6. # of families served by the Direct Emergency Assistance Program (DEAP)	85	150	72
EC6	7. # of citizens served through DEAP to prevent homelessness; increase safety; decrease hunger; and improve /enhance health conditions by the provision of rental. Utility, food, and prescription assistance.	195	300	169
EC6	8. # of CHSP training sessions for applicant agencies	10	10	10
EC6	9. # of CHSP site visits conducted	81	71	75

PERFORMANCE MEASUREMENT ANALYSIS

1. Medicaid Match and the Healthcare Responsibility Act programs require the County to pay 35% of the cost of hospitalization for Leon County Medicaid patients with hospital stays more than three weeks and \$55 per month for each County nursing home resident; and pay for out-of-county hospital services received by uninsured eligible residents. The Agency for Health Care Administration provides data for the Medicaid Match and Florida hospitals provide patient applications for HCRA assistance. Based on the increased costs, there was in an increase in patients and/or nursing home residents for FY14.
2. Leon County provided funding to the Apalachee Center to provide mental health services for residents. The Apalachee Center reported a decrease in admissions for a total 879 residents admitted through the Baker Act unit in FY14 compared to 914 admissions in FY13.
3. Leon County provided funding to the Apalachee Center to provide alcohol and drug abuse services for residents. The Apalachee Center reported an increase of 534 residents admitted through the Marchman Act unit for FY14.
4. The Indigent Burial Program provided burials/cremations for 35 residents in coordination with the County's Public Works Department and a local funeral home. This reflects a slight decrease over FY13.
5. Leon County provided funding to the Children's Home Society of Florida to provide child protection medical examinations for alleged abuse and neglected children. The Children's Home Society of Florida reported that a combined total of 159 children were seen in FY14.
6. The demand for utility and rental assistance remains high; however, data shows a decline in individuals assisted through the DEAP program due to the partnering agencies lack of case workers and staff to keep up the the demand of submit applications.
7. The decreased in number of citizens funded through the DEAP program was due to the partnering agencies ability to meet with clients.
8. The number of CHSP volunteer and agency training sessions have remained the same each year.
9. The number of CHSP site visits depend on the number of agency applications received and the number of programs being considered for CHSP funding. This year CHSP volunteers reviewed 101 programs; however, some agencies had multiple programs being review at one site visit.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-370-XXX

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	57,902	58,023	60,305	Full Time	2.00	2.00
Operating	3,368,930	3,318,954	3,870,425	OPS	0.00	0.00
Grants & Aid	1,589,037	1,384,842	926,750			
TOTAL	5,015,869	4,761,819	4,857,300	TOTAL	2.00	2.00

DEPARTMENT	DIVISION	PROGRAM
Human Services & Community Partnerships	Health and Human Services	Housing Services

GOAL

To promote safe, sanitary and affordable housing through homeowner education, home buyer and foreclosure prevention counseling and home rehabilitation in the unincorporated areas of Leon County.

PROGRAM HIGHLIGHTS

1. As an advisor agency for Florida's Hardest Hit Program, Leon County Housing Services has processed applications for 188 clients during 2014 for the Principal Reduction Program and 33 for the Unemployment Mortgage Assistance Program.
2. Housing Services produced a Neighborhood Improvement Project in honor of victims and survivors, and those who rose to the call on September 11, 2001, a "Day of Remembrance". On September 4, 2014, Housing Services, along with 200 volunteers, performed housing repairs, debris removal, lawn maintenance, pressure washing, and interior and exterior painting to 37 homes and properties.
3. Housing Services organized two Home Expo Events, on October 2013 and March 2014, whereby attendees were presented with hands-on home maintenance and repair demonstrations, information regarding heir property processing, information on \$7,500 available in down payment assistance and foreclosure prevention as well as fair housing information. Attendee totals surpassed 350 for both events.
4. Leon County submitted an application for and was granted a \$750,000 Housing Rehabilitation Community Development Block Grant (CDBG) from the Department of Economic Opportunity to assist citizens in Leon County with deteriorating housing.
5. Leon County obtained \$712,000 in re-allocated Disaster Recovery grant funding to be used exclusively toward a new re-roofing program for citizens in Leon County.
6. Leon County received \$610,000 in new State Housing Initiatives Program (SHIP) funding from the State Housing Trust Fund managed by the Florida Housing Finance Corporation.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q6	1. # of clients receiving Down Payment Assistance ²	45	30	41
Q6	2. # of clients receiving Foreclosure Prevention Assistance	22	45	34
Q6	3. Dollar amount of property value retained by foreclosure prevention	\$2,435,605	\$5,625,000	\$3,764,117
Q6	4. # of housing units receiving Home Rehabilitation	7	10	40
Q6	5. # of housing units receiving Home Replacement	3	2	0
Q6	6. Total Housing Dollars Administered	\$1,486,084	\$2,300,000	\$4,022,000

PERFORMANCE MEASUREMENT ANALYSIS

1. Down Payment Assistance was provided through the HFA in conjunction with an Inter-local agreement with Escambia HFA. \$330,924.21 was provided in actual down payment and closing cost assistance; \$4,885,548 was provided in first mortgage loan funding. Since the Escambia HFA runs this program, Housing Services' role is to market the program to the community through participating lenders. A \$5,000 marketing stipend was provided from to HFA Escambia Housing Finance Authority, which allowed for an increase in closure clients by providing for additional speaking engagements, sponsorship opportunities, homebuyer workshops, and direct mailings.
2. The increase in foreclosure prevention is related to an increase in eligible Unemployment Mortgage Assistance Program UMAP clients. : six UMAP clients (8% of clients) were eligible (6 @ \$42,000 = \$252,000.00 - (included in #6 above), and four UMAP clients were found ineligible (5%). Thirty-four clients (9%) were eligible (34 @ \$50,000 = \$1,700,000 – Included in #6 above), and 136 clients were found ineligible during FY14.
3. The average property value of homes retained by Leon County's foreclosure prevention programs is \$110,709. This figure was used to calculate #3 above.
4. \$2,070,000 of total housing dollars listed above in line item #6 was allocated solely for Housing Rehabilitation which led to the increase in FY14. It is anticipated that the strong revenue generated in FY 2014 will carry over into FY 2015, thereby delivering a higher ROI (# of client assisted) for Housing Services than any year since the economic crisis hit the local economy in 2008
5. Home Replacement activity did not occur as anticipated. A Housing Replacement fund balance was retained in FY2014 to be used toward a matching fund grant application.
6. The significant increase in funding availability for Housing Services clients is a combination events. Leon County won a CDBG Housing Rehabilitation grant, the first since 2007; Troubled Asset Relief Program (TARP) funds, transformed into foreclosure prevention funding and Leon County was responsible for allocating \$1.7 million of those funds through the Florida Hardest Hit Fund Principal Reduction and Unemployment Mortgage Assistance awards as an advisor agency; re-allocation of soon-to-expire disaster recovery funds of \$712,000 from Tropical Storm Fay were converted to mitigation funds creating a Re-Roofing Program) and a \$440,000 funding allocation to Leon County from the Florida State Legislature from the State Housing Initiatives Program (SHIP).

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-371-569

	<u>FINANCIAL</u>		
	<u>FY 2014</u> <u>Adj. Budget</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>
Personnel	418,292	415,909	426,747
Operating	28,233	25,017	29,383
Transportation	5,397	3,334	5,195
TOTAL	451,922	444,260	461,325

	<u>STAFFING</u>		
	<u>FY 2014</u> <u>Adopted</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Budget</u>
Full Time	6.00	6.00	6.00
OPS	0.00	0.00	0.00
TOTAL	6.00	6.00	6.00

DEPARTMENT	DIVISION	PROGRAM
Human Services & Community Partnerships	Health and Human Services	Housing Finance Authority

GOAL

The goal of Housing Finance Authority (HFA) is to consider Leon County affordable housing financing for owner-occupied single-family units, multi-family housing units, townhouses and condominiums. This consideration includes the sale of taxable bonds once approved by resolution of the Board of County Commissioners.

PROGRAM HIGHLIGHTS

1. Renewal and expansion of relationship and programs involving issuance of mortgage revenue bonds to provide \$7,500 in down payment assistance financing and first mortgage loans to first time home buyers and Veterans via an Inter-local agreement with Escambia HFA.
2. Organized and held the first ever series of community-wide affordable housing stakeholders meetings attended by number stakeholders including: Habitat For Humanity; Big Bend Homeless Coalition; Tallahassee Lenders' Consortium; Bethel Community Development Corporation; Oasis Center For Women and Girls; Hope Community; Big Bend Cares; Regions Bank; City of Tallahassee; Capital Area Community Action Agency; United Partners for Human Services; Quincy CRA; Neighborhood Services; Bright Community Trust; and Escambia Housing Finance Authority.
3. Participated as the primary sponsor for the 9/11 Day of Service and Remembrance event held on September 4, 2014.
4. Organized and participated in a Neighborhood Improvement Project for the neighborhood of Crown Ridge Estates, a low-income mobile home subdivision. The homeowners were assisted with debris removal, tree trimming, lawn care, pressure washing, internal and external house painting, home repairs, and building of a handicap ramp. More than two hundred Volunteers performed all of the work and served a full breakfast as well as a full lunch.
5. On July 8th, the Board of County Commissioners approved the first-ever Leon County Housing Finance Authority – Local Housing Assistance Plan, providing a written roadmap of affordable housing strategies for developers, citizens, and agencies to know the mission of the HFA and to understand current opportunities and areas of interest to the HFA in the pursuit of the HFA's promise to the Community.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 161-808-554

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2014</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2014</u>	<u>FY 2014</u>	<u>FY 2015</u>
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Operating	22,145	16,678	59,860	Full Time	0.00	0.00
Grants & Aid	248,857	120,213	208065	OPS	0.00	0.00
TOTAL	271,002	136,891	267,925	TOTAL	0.00	0.00

DEPARTMENT Human Services & Community Partnerships	DIVISION Health and Human Services	PROGRAM Primary Healthcare
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GOAL

The goal of the Primary Healthcare Program is to improve the health of citizens by providing quality and cost effective health services through collaborative community partnerships.

PROGRAM HIGHLIGHTS

1. Successfully launched the Human Services and Community Partnership (HSCP) Management System, a web-based database used to track patients served through the Primary Healthcare Program.
2. Continued leveraging of funding with the Agency for Health Care Administration for expansion of access to care.
3. Support for the expansion of services at Neighborhood Medical Center, Inc. as it became a Federally Qualified Health Center (FQHC).
4. Support of Bond Community Health Center, Inc. during its transition to an Federally Qualified Health Center Look-Alike.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
Q3	1. # Residents receiving primary healthcare through CareNet providers	24,545	20,500	21,074
Q3	2. Value of prescriptions filled by CareNet providers	\$4,512,473	\$6,200,000	\$3,478,336
Q3	3. Value of specialty medical and dental care provided through We Care	\$3,180,767	\$3,600,000	\$2,119,415
Q3	4. # of residents receiving specialty medical and dental care provided through We Care	1,072	1,060	892
Q3	5. Community benefit realized through the receipt of grants and leveraging of County funding and resources as grant matches	\$3,337,917	\$3,568,555	\$3,261,003

PERFORMANCE MEASUREMENT ANALYSIS

1. With the implementation of the Affordable Care Act, there was a decrease in residents served as patients signed up for insurance on the Federal Health Insurance Marketplace.
2. The decrease in residents served is reflected in the lower value of prescriptions filled, as fewer were filled at CareNet pharmacies.
3. The value of donated care and number of residents served decreased for We Care, reflecting fewer residents who were uninsured.
4. The value of donated care and number of residents served decreased for We Care due to fewer referrals received.
5. The amount of dollars available to leverage varies; the funding leverage through the Agency for Health Care Administration was less due to grants requirements and certain grants terminating therefore limiting availability.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-971-562

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	<u>FY 2014 Adj. Budget</u>	<u>FY 2014 Actual</u>	<u>FY 2015 Budget</u>		<u>FY 2014 Adopted</u>	<u>FY 2014 Actual</u>	<u>FY 2014 Budget</u>
Personnel	79,813	31,276	52,171	Full Time	1.00	1.00	1.00
Operating	1,781,323	1,322,661	2,252,860	OPS	0.00	0.00	0.00
Grants & Aid			200,000				
TOTAL	1,861,136	1,353,937	2,505,031	TOTAL	1.00	1.00	1.00

Leon County FY 2014 Annual Performance and Financial Report

**Office of Resource Stewardship
Business Plan**

Mission Statement

The mission of the Leon County Office of Resource Stewardship is to provide leadership and coordination of services through the Office of Sustainability, the Division of Solid Waste, and the Cooperative Extension program, in order to identify opportunities for synergy and added efficiencies between each work group to effectively promote stewardship of the community’s natural, societal, and economic resources.

Strategic Priorities

Economy

- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012

Environment

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

Governance

- Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5) 2012

Quality of Life

- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) Revised 2013
- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5) 2012

Strategic Initiatives
October 1, 2011 – December 31, 2013

1. Develop energy reduction master plan (EN4, G5) 2012	In Progress
2. Further develop clean-green fleet initiatives (EN4) 2012	Complete
3. Conduct the Leon County Sustainable Communities Summit (EN3) 2012	Ongoing
4. Pursue opportunities to fully implement a commercial and residential Property Assessed Clean Energy (PACE) program (EN2, EN3) 2012	Complete
5. Evaluate Waste Composition Study (EN4) 2012	Complete
6. Identify alternative disposal options (EN4) 2012	Complete
7. Explore bio-gas generation and other renewable energy opportunities at Solid Waste Management Facility (EN4) 2012	Complete
8. Seek competitive solicitations for singlestream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (EN4) 2013	Complete
9. Provide Hazardous Waste Collection (EN1, EN3) 2012	Ongoing
10. Provide 4-H Programs (EC6) 2012	Ongoing
11. Consider policy for supporting new and existing community gardens on County property and throughout the County (EC6, EN3, Q5) 2012	Complete
12. Expand the community garden program (EN3, EC6, Q5) 2013	Complete
13. Educate at risk families to build healthy lives through Expanded Food and Nutrition Education Program (EFNEP) and other family community programs (EC6, Q3) 2012	Ongoing
14. Provide state landscaping and pesticide certifications (EN3) 2012	Ongoing

Leon County FY 2014 Annual Performance and Financial Report

Office of Resource Stewardship

Actions	1.	Energy master plan: Assessed performance of County buildings and prioritized areas for retrofit. (EN4, G5)	Sustainability Facilities
	2.	Clean-green fleet: Assembled green fleet team, gather base-line inventory data, developed idling education, and develop employee education. (EN4)	Sustainability Fleet
	3.	On a bi-annual basis host the Sustainable Communities Summit, providing in depth education and discussion to nearly 350 community members. (EN3)	Sustainability
	4.	Pursued PACE: Developed RFP and contract for commercial PACE, sought Board approval, negotiated agreement with vendor, created and promoted program. (EN2, EN3, EN4)	Sustainability
	5.	Waste composition study: Utilized study results when collection and processing system Request for Proposals were crafted. (EN2, G5)	Solid Waste Sustainability
	6.	Identified alternative disposal options: Utilized a consultant to evaluate and identify alternative disposal options, presented recommendations to the Board, conducted any RFPs or agreements necessary to implement Board alternative disposal options, and educated community as to enhancements. (EN4)	Solid Waste Sustainability
	7.	Singlestream recycling and Solid Waste fees: issued ITB for new franchise vendor, implemented singlestream recycling and related education, explored privatization of the transfer Station, and explored models for self-sustaining Rural Waste Service Centers. (EN4)	Solid Waste Sustainability
	8.	Explored renewable energy: held a workshop to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues. (EN2, EN4 G5)	Solid Waste Sustainability
	9.	Continue to provide community collection events September through May, and look to leverage the Leon County events with other community collection initiatives such as Spring Green Clean-out and Cans for Cash. (EN1, EN3)	Solid Waste Sustainability
	10.	Provide 4-H programs: Teach youth Science, Technology, Engineering, Math (STEM), Leadership and Citizenship skills through 4-H youth development activities such as camping, public speaking and other experiential learning activities. (EC6)	Cooperative Extension Sustainability
	11.	Developed formal community gardens policy and amended the code of laws for approval by the Board. (EC6, EN3, Q5)	Cooperative Extension
	12.	Expand the community gardens to include the use of flooded property, develop program guidelines for community and stakeholder gardens, market program, and support development of new gardens. (EC6, EN3, Q5)	Sustainability
	13.	Teach at-risk families and individuals skills for food resource management, nutrition, food safety and meal planning through individual and small-group classes. Implement strategies to develop and promote educational use of the Sustainable Demonstration Center. (EC6, Q3)	Cooperative Extension
	14.	Teach best management practices through state mandated landscaping and pesticide certification training. (EN3)	Cooperative Extension
Performance Measures	EN4	Estimated energy savings from conservation projects	\$815,000 Pg. 1-83
	EN4	% of waste tonnage recycled annually (relating to the State Recycling Goal of 75% by 2020)	47% Pg. 1-89
	Q7	75% of participants will show improvement in two or more nutrition practices (i.e. plans meals, makes healthy food choices, reads labels, has children eat breakfast, prepares food without adding salt) by the completion of the class.	82% Pg. 1-84

*Note: Performance Measures reflect FY14 actuals and trend data can be found on the individual Department pages unless stated otherwise.

DEPARTMENT
Resource Stewardship

DIVISION
Office of Sustainability

PROGRAM
Office of Sustainability

GOAL

The goal of the Office of Sustainability is to initiate and maintain a commitment to sustainable practices through innovative leadership and cooperative partnerships within Leon County operations and our community.

PROGRAM HIGHLIGHTS

1. Expanded the County Community Garden, establishing two new gardens and awarded grants of \$1,000 each to four "Stakeholder Community Gardens" throughout the community. To date, the County has supported four community gardens on County lands and 10 additional stakeholder gardens all with grants and technical support.
2. Engaged citizens through "Sustainable Community Matters" programs at libraries that offered inspiration and practical information for applying sustainability in your home and garden from local experts.
3. Piloted the Workplace Sustainability Training with Leon County employees to implement sustainable day-to-day practices on the job such as reducing, reusing and recycling waste.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G5	1. Leveraged grant funds expended	N/A	\$8,000	\$8,000
EN3	2. Individuals reached through educational presentations ¹	900	1,500	750
EN4	3. Estimated energy savings from conservation projects ²	\$838,500	\$715,000	\$815,000

1. Includes events such as the Sustainable Communities Summit, presentations to students, Cooperative Extension Open House, America Recycles Day, Library speaking series, and Eco-teams.
2. Projects include HVAC improvements and Energy Savings Contract (ESCO) Phase 1, 2, & 3, an energy efficiency improvement capital improvement project.

PERFORMANCE MEASUREMENT ANALYSIS

1. Fiscal year 2014 represents a Fish & Wildlife Commission grant for bear proof carts. A grant for \$25,000 with the Florida Department of Economic Opportunity was solicited and received in FY14; however, funds will not be expended until FY15.
2. The actual number of individuals reached was lower than anticipated due to the bi-annual Sustainable Communities Summit occurring in January 2015 rather than September 2014 as originally programmed.
3. Actuals are based on a draft Measurement and Verification Report, Energy Service Company (ESCO) guaranteed savings for Phase III and actuals energy usage from Cooperative Extension.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-127-513

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	196,010	196,411	187,845	Full Time	2.00	2.00
Operating	69,385	30,396	79,630	OPS	0.00	0.00
Transportation	2,290	1,557	2,034			
Capital Outlay	0	0	31,375			
TOTAL	267,685	228,365	300,884	TOTAL	2.00	2.00

DEPARTMENT
Resource Stewardship

DIVISION
Cooperative Extension

PROGRAM
Cooperative Extension

GOAL

The goal of the Cooperative Extension Division is to provide researched based educational programs and information on horticulture, agriculture, natural resources, forestry, family & consumer sciences, and 4-H youth development empowering citizens of Leon County to make decisions and behavior changes that contribute to an improved quality of life and a more sustainable community.

PROGRAM HIGHLIGHTS

- Educational assistance provided to 17 community gardens and 21 school gardens resulting in the growth of more than 50,000 pounds of non-perishable food.
- Nearly 400 people attended the Spring Open House and 100th anniversary celebration. Engaged citizens in interactive experiences and tours.
- Trained 200 Leon County school lunchroom employees in *Smarter Lunchroom* techniques to help children make healthful food choices.
- Engaged more than 7,600 youth in 4-H activities to enhance their decision-making, leadership and communication skills.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EC6	1. # of group learning opportunities provided	1,204	2,700	2,259
EN3	2. # of continuing education units(CEUs) and certifications for pesticide applicators, landscape professionals, arborists and other professionals.	1,188	400	1,137
EN3	3. # of residents receiving agriculture, horticulture, forestry and natural resources education	72,270	78,000	76,612
EC6,Q3	4. # of limited resource citizens receiving nutrition education	15,286	12,000	9,558
EC6,Q3	5. # of residents receiving nutrition, health, financial management and human development education	17,115	25,000	17,473
EN6	6. # of volunteer hours provided by Extension trained volunteers	18,912	20,000	17,973
EC6,Q3	7. # of youth involved in 4-H activities	7,707	7,000	7,618
EC6	8. # of residents receiving 4-H technical assistance	8,046	8,500	N/A
Q3	9. % of participants showing improvement in one or more nutrition practice by the completion of the Expanded Food and Nutrition Education Program (EFNEP)	53%	75%	82%

PERFORMANCE MEASUREMENT ANALYSIS

- Vacant Agriculture Agent position led to Cooperative Extension not meeting the group learning opportunities goal as anticipated.
- Underestimated due to vacant horticulture and agriculture positions and the uncertainty of how the timing of pesticide/fertilizer regulations would affect the number of Continuing Education Units.
- Vacant Agriculture Agent position led to reduced educational programs and outreach to residents.
- Shift in focus to more in-depth education resulted in fewer residents receiving more intensive education in a series of classes. Anticipated funding for Family Nutrition Program was delayed to FY15.
- Staff anticipated receiving funding for Family Nutrition Program in FY14, instead the funding became effective FY15.
- There was not a new volunteer Master Gardener class in 2014 resulting in fewer volunteer hours. Rescheduling the class provided the opportunity to orientate the new staff person and resolve some volunteer issues.
- Successful 4-H volunteer and club retention strategies and outreach through school enrichment activities resulted in a 9% increase in youth participation.
- Due to statewide changes in the 4-H program, Cooperative Extension will no longer report “# of residents receiving 4-H technical assistance” performance measure; the “# of adult and youth volunteers” performance measures will be reported instead.
- New EFNEP curriculum fully implemented and showing people are changing behavior as a result of the program. More people are planning meals and making healthy choices.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-361-537

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	445,165	427,565	453,813	Full Time	13.00	13.00
Operating	92,860	60,653	84,842	OPS	0.00	0.00
Transportation	3,819	4,723	4,249			
TOTAL	541,844	492,941	542,904	TOTAL	13.0	13.00

DEPARTMENT
Resource Stewardship

DIVISION
Solid Waste

PROGRAM
Rural Waste Service Centers

GOAL

The Rural Waste Service Centers serve as part of an integrated Solid Waste Management system dedicated to excellent customer service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. Successfully completed staff training to implement the new Rural Waste user fee program.
2. Improved customer safety and ease of use at the Apalachee Parkway Rural Waste Center by moving the metal and bulky waste containers away from the Household Hazardous Waste building.
3. Installed a shelter at the Apalachee Parkway Center to protect customers from inclement weather when making their monthly payment.
4. Completed a safety cleanup of the Yard Waste areas at the Miccosukee, Woodville and Fort Braden Rural Waste Centers by removing all old yard debris and mulch.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G1	1. # of random load inspections per site per month	10	10	10
G2	2. Annual customer satisfaction survey score (1=very poor, 5=excellent)	4.84	4	4.87
G5	3. # of chargeable accidents for roll-off truck drivers	0	0	0
G5	4. # of traffic violations for roll-off truck drivers	0	0	0
G2	5. Average customer turn-around time from gate to gate	8 minutes	8 minutes	8 minutes
G2	6. Average truck turn-around time from gate to gate	90 minutes	90 minutes	90 minutes
EN1	7. Tons of rural waste collected	4,107	5,500	2,607

PERFORMANCE MEASUREMENT ANALYSIS

1. Ten random load inspections per site are completed per month by the Supervisor.
2. Our Rural Waste attendants continue to deliver the highest level of customer service in the county.
3. Again this year, there were no chargeable accidents for Rural Waste Drivers/Operators.
4. Our Rural Waste Drivers/Operators again had no traffic violations.
5. Eight minutes is the optimal turnaround time for Rural Waste Service Center customers.
6. A ninety-minute turnaround time is optimal with the ongoing road construction on Capital Circle Southwest.
7. The decrease in Rural Waste tons collected is largely due to the implementation of the new user fee program.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-437-534

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	479,851	476,111	365,710	Full Time	9.15	9.15
Operating	248,350	258,567	146,591	OPS	1.00	1.00
Transportation	111,527	106,523	134,928			
Capital Outlay	4,800	3,206	4,000			
TOTAL	844,528	844,413	651,229	TOTAL	10.15	10.15

DEPARTMENT
Resource Stewardship

DIVISION
Solid Waste

PROGRAM
Transfer Station

GOAL

The Transfer Station is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. Processed customers in and out of the Transfer Station safely with no accidents or major delays.
2. Transfer Station has been in compliance with all Department of Environmental Protection (FDEP) inspections.
3. No waste has been left on the tipping floor overnight 100% of the operating days.
4. To eliminate special handling fees at the Waste Management Springhill Landfill, Transfer Station staff removed 37.33 tons of waste tires from loads dumped before they were transferred.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Tipping Fee	\$41.80/ton	\$52.50/ton*

*Five similar sized counties, Collier County annual tip fee survey

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2	1. % of operating days with waste left on the floor overnight	0	0	0
G2	2. Average loading time for transport trailers	12 minutes	12 minutes	12 minutes
G4	3. % of employees satisfying FDEP certification requirements	100	100	100
G1	4. % of FDEP quarterly inspections found in compliance (no permit issues or violations)	100	100	100
EN1	5. Average net outbound load weight (tons)	22.4	22.5	23.2
EN1	6. Tons of Class I waste processed	174,765	150,000	176,251

PERFORMANCE MEASUREMENT ANALYSIS

1. Staff was successful in removing all waste from the tip floor by the end of each operating day.
2. Average loading time remains at an optimum level (12 minutes).
3. All Transfer Station staff completed necessary training to keep certifications current.
4. All quarterly FDEP inspections of the Transfer Station proved to be 100% in compliance with permit conditions and State regulations.
5. Transfer truck loads average at the optimum net weight of the vehicle load of 23 tons.
6. Tonnage of Class I waste processed was 17.5% above the estimated tonnage for the year.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-441-534

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget		FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	516,989	561,375	537,460	Full Time	10.18	10.18	10.18
Operating	5,073,862	5,063,238	4,512,921	OPS	0.00	0.00	0.00
Transportation	137,433	103,671	139,928				
TOTAL	5,728,284	5,728,284	5,190,309	TOTAL	10.18	10.18	10.18

DEPARTMENT
Resource Stewardship

DIVISION
Solid Waste

PROGRAM
SWM Facility

GOAL

The Solid Waste Management Facility is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. Completed renovation to the Scale House.
2. Rebuilt spillway at Stormwater Pond 4.
3. Worked with Leon County Parks and Recreation Department to complete construction of a new access road to the parking area on cell 1A.
4. Completed steps for the final phase of the closure permit for cells 1A, 2A and the Class 3 north cells. Staff is waiting final direction from the Florida Department of Environmental Protection (FDEP).
5. Signed a new Waste Tire Hauling and Processing contract at a savings to the County.

Benchmarking

Priorities	Benchmark Data	Leon County	Benchmark
G1	Tipping Fee (Yard Debris)	\$39/ton	\$40/ton

Benchmark Sources: Florida Department of Environmental Protection 2010 Data (Benchmark data based on average tipping fee of comparable counties); and Leon County fee is the current fee.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
G2	1. Maximum on-site time for self-dumping vehicles	20 minutes	20 minutes	20 minutes
G2	2. Annual customer satisfaction survey score (1=very poor, 5=excellent)	4	4	4
G1	3. % of FDEP quarterly inspections found in compliance (no permit issues or violations)	100	100	100
G4	4. % of employees satisfying FDEP certification requirements	100	100	100
G2	5. # of days provided monthly all-weather roads into disposal area	30	30	30
EN1	6. Tons of Class III residuals disposed	22,789	15,000	28,840
EN4	7. Tons of waste tires processed	342	340	300
EN4	8. Tons of wood waste processed	18,676	16,000	14,862

PERFORMANCE MEASUREMENT ANALYSIS

1. The FY14 actual is based upon random "Time out" comparison at the scale house and is consistent with the projection.
2. The annual customer satisfaction was "4" – very good.
3. The Solid Waste Management Facility are again in full compliance with all Operating Permit conditions for Florida Department of Environmental Protection quarterly unannounced inspections.
4. Staff completed all necessary continuing education certification requirements for the Florida Department of Environment Protection.
5. The all-weather access roads were serviceable at all times throughout this performance period.
6. There was a 93% increase over the estimated amount. This amount represents the Residuals from the Marpan Recycling Facility. The increase in tonnage could be a reflection of an increase in construction activity and a strengthening economy.
7. The tonnage of waste tires is recorded on the outgoing tire loads.
8. The decrease in wood waste is associated with the following: 1) The City of Tallahassee, during inclement weather conditions, will dispose of yard waste from the northwest area at the Bainbridge waste facility due to the shorter distance; and 2) Trees and debris removal ended after the completion of the new track and trail system at the Apalachee Regional Park.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-442-534

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	667,656	680,536	697,290	Full Time	10.97	10.97
Operating	1,058,892	1,069,445	833,781	OPS	0.00	0.00
Transportation	180,965	157,532	216,397			
TOTAL	1,907,513	1,907,513	1,747,468	TOTAL	10.97	10.97

DEPARTMENT
Resource Stewardship

DIVISION
Solid Waste

PROGRAM
Hazardous Waste

GOAL

The goal of the Hazardous Waste Management Program is to ensure that hazardous waste materials are properly managed and legally disposed in an environmentally sound manner.

PROGRAM HIGHLIGHTS

1. May 2014 set a new record of material collected at the HWC drive-through: 69,802 lbs.
2. Program given the Hometown Hero award by the North American Hazardous Materials Management Association.
3. The ReNew Paint program returned 5,870 gallons of latex paint to the community, avoiding the disposal of almost 107 drums.
4. Of that ReNew Paint, 815 gallons went to area nonprofit and government organizations.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EN1	1. # of residents who were provided household hazardous waste disposal services	10,736	9,000	10,102
EN1	2. # of conditionally exempt agencies and small businesses household hazardous waste disposal services provided to	160	200	152
EN1	3. # of off-site household hazardous waste disposal collection events	11	11	11
EN1	4. # tons of potentially hazardous material processed	430	420	394
EN1	5. # of tons of potentially hazardous material reused or recycled	277	230	240
EN1	6. # of tons of electronics waste processed	555	600	265

PERFORMANCE MEASUREMENT ANALYSIS

1. While the number of visitors remains high, the amount of material per trip has decreased. This is probably from repeat customers that bring small quantities on a regular basis instead of large accumulations at once. Hazardous material collected at the RWSC is down about 20-25% following institution of RWSC fee schedule, also contributing to reduced tonnage processed. This may be correlated with the implementation of fees for drop off residential trash at the facilities, which have seen a decline in use associated with the fees.
2. Conditionally exempt small quantity generators (CESQG) participation was similar to FY13 actual but lower than projection. Potential need for increased public awareness that the HWC accepts these wastes.
3. Remote collection events continue to be highly successful, with an average of 262 participants per event compared to 77 per event.
4. Recycled material was above expectations but down from FY13 primarily due to Polymer Recycling being unable to accept latex paint for reprocessing into roofing materials.
5. Due to the costs of cathode ray tube (CRT) disposal, Goodwill no longer recycles televisions through the program, resulting in a considerable decrease in e-scrape tonnage.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-443-534

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	250,376	227,368	257,177	Full Time	3.25	3.25
Operating	253,705	276,704	340,730	OPS	1.00	1.00
Transportation	9,409	9,009	6,188			
TOTAL	513,490	513,082	604,095	TOTAL	4.25	4.25

DEPARTMENT
Resource Stewardship

DIVISION
Solid Waste

PROGRAM
Recycling Services & Education

GOAL

The goal of the Recycling Services and Education Division is to provide recycling services and education to residents, businesses and government in order to prevent pollution, preserve natural resources, and protect our local environment and reduce solid waste disposal.

PROGRAM HIGHLIGHTS

1. Implemented countywide single-stream recycling.
2. Partnered with 4-H to have the second "Talking Trash" Recycling camp. Eighteen middle-school aged students participated in this three-day Day Camp.
3. Supported the third annual 5K Trash Dash at the Solid Waste Facility as part of the annual America Recycles Day event.

BENCHMARKING

Priorities	Benchmark Data (2013)	Leon County	Comparable Counties	Statewide Goal
G1	% of waste tonnage recycled	42%	33%-45%	40%

Comparable counties data based on average rate of five comparable counties from the DEP annual report. The Statewide Goal will be 50% as of December 30, 2014.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2013 Actual	FY 2014 Estimate	FY 2014 Actual
EN4	1. Rural Waste Service Centers recycling tonnage	547	560	450
EN4	2. County buildings/offices recycling tonnage	101	90	115
EN4	3. County schools recycling tonnage	82	90	88
EN4	4. County curbside recycling tonnage	3,830	4,000	5,432
EN3	5. # of participating community-wide recycling related events	6	4	6
EN3,Q1	6. # of waste reduction/recycling classroom presentations	106	105	81
EN3,Q1	7. # of citizens participating in recycling educational presentations	4,926	4,500	3,280
EN4	8. % of waste tonnage recycled	47%	43%	*

PERFORMANCE MEASUREMENT ANALYSIS

1. Even though recycling at the rural waste sites is free, reduction in RWSC recycling tonnage is likely due to the overall reduced program participation due to fees for household trash.
2. Increase is due to continued education for County employees and implementation of single stream recycling.
3. Continued growth is due to ongoing support of School Green teams and School Board support of recycling initiatives.
4. Significant increase in curbside recycling can be partially attributed to the implementation of single stream recycling. In addition the new containers, which are larger and more convenient to bring to the curb have encouraged recycling.
5. The Division has maintained participation in community events.
6. Number of presentations has declined as staff focused on the transition to single stream recycling education efforts.
7. Number of presentations has declined as staff focused on the transition to single stream recycling education efforts.
8. The FY14 Actual is intentionally left blank as the official recycling rate data is provided by the Florida Department of Environmental Protection. FY14 information will be available October 2015. As can be seen by the FY13 performance, the Division is on target to continue toward the statewide goal of 50% in FY15.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-471-534

	FINANCIAL			STAFFING		
	FY 2014 Adj. Budget	FY 2014 Actual	FY 2015 Budget	FY 2014 Adopted	FY 2014 Actual	FY 2015 Budget
Personnel	70,841	64,377	69,056	Full Time	1.45	1.45
Operating	18,732	4,403	86,504	OPS	0.00	0.00
Transportation	7,892	7,375	4,691			
TOTAL	97,467	76,155	160,251	TOTAL	1.45	1.45

Leon County Government

FY 2014 Annual Performance and Financial Report

MAJOR REVENUE SUMMARY

Total FY14 budgeted revenues shown below represent approximately 82% of all FY14 budgeted County revenues. (1)

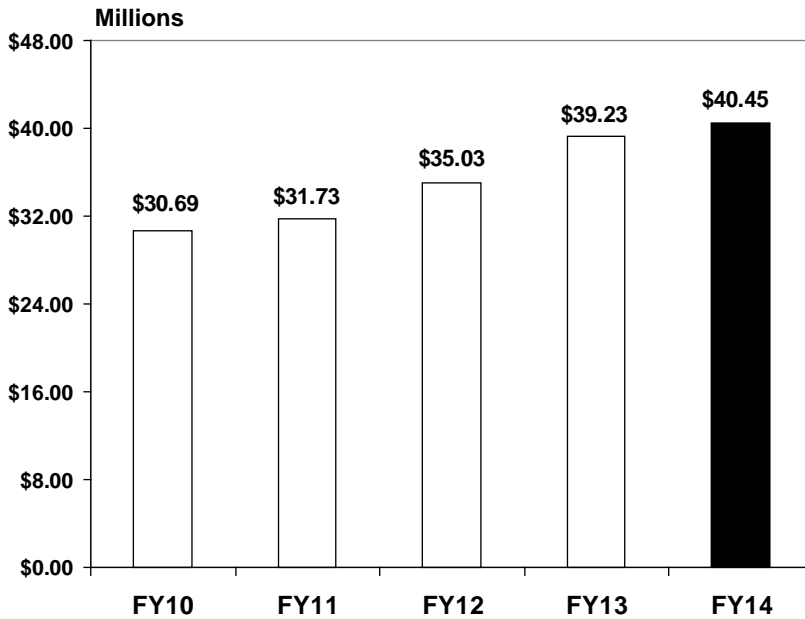
Revenue Source	FY13 Actual	FY14 Budget	FY14 Actual	FY13 Actuals vs. FY14 Actuals	FY14 Budget vs. FY14 Actuals
Ad Valorem Taxes (2)	107,426,859	104,699,238	107,221,140	-0.2%	2.4%
State Revenue Sharing (3)	4,554,832	4,420,731	4,815,581	5.7%	8.9%
Communication Serv. Tax (4)	3,541,700	3,365,850	3,645,653	2.9%	8.3%
Public Services Tax (5)	6,310,233	5,212,745	5,748,143	-8.9%	10.3%
State Shared Gas Tax	3,852,210	3,621,400	3,954,922	2.7%	9.2%
Local Option Gas Tax (6*)	4,793,118	6,586,600	7,017,545	46.4%	6.5%
Local 1/2 Cent Sales Tax (3)	10,899,174	10,583,000	11,326,967	3.9%	7.0%
Local Option Sales Tax	3,678,283	3,593,850	3,848,059	4.6%	7.1%
Local Option Tourist Tax (7)	4,238,720	4,225,743	4,478,090	5.6%	6.0%
Solid Waste Fees (8)	7,411,261	7,282,556	7,301,956	-1.5%	0.3%
Building Permits Fees (9)	1,427,710	1,264,600	1,583,993	10.9%	25.3%
Environmental Permit Fees (10)	734,576	669,275	1,069,573	45.6%	59.8%
Ambulance Fees (11)	9,510,448	8,303,000	9,827,129	3.3%	18.4%
Probation and Pre-Trial Fees (12)	1,071,166	999,780	925,959	-13.6%	-7.4%
Court Facilities Fees (13)	1,422,383	1,384,150	1,040,251	-26.9%	-24.8%
Fire Services Fee	6,596,488	7,139,672	7,137,746	8.2%	0.0%
Investment Income - GF/FF (14)	537,134	1,005,765	366,184	-31.8%	-63.6%
Investment Income - Other (14)	1,306,315	1,959,280	717,535	-45.1%	-63.4%
TOTAL:	\$ 179,312,610	\$ 176,317,235	\$ 182,026,427	1.5%	3.2%

Notes:

- (1) The percentage is based on all County revenues net of transfers and appropriated fund balance.
- (2) The ad valorem revenue stayed consistent from FY13 to FY14 with the Board maintaining the millage rate at 8.3144 and not increasing property taxes.
- (3) The 1/2 Cent Sales Tax and State Revenue Sharing are both State shared revenues supported by state and local sales tax collections. Overall, local and state sales tax transactions were higher in FY14 due to an increase in consumer spending, associated with the economic recovery.
- (4) The Communication Services Tax increased slightly from FY13 due to increased consumer use of cellular phones and other communications related devices such as cable and internet.
- (5) The Public Service Tax revenues decreased from last year's collections to correct a \$2.1 million overpayment in the electric portion of the PST by the City of Tallahassee. As a result the City and County agreed that the the City would withhold \$58,614 of PST revenue from their monthly remittance over the next three years beginning in March 2013. The three year payback will allow the fund to generate adequate income for related operations. Even with the payback schedule, the FY14 actuals exceeded budgeted projections.
- (6*) A big boost in local option gas taxes is the result of the new 2nd local option 5-cent gas tax established by ordinance in September 2013. Collections of the 5-cent tax only account for a partial year since retailers did not commence collecting the tax until January 2014 as specified in state statute.
- (7) An overall increase in tourism hotel nights and room rates account for an increase in revenue from the previous year.
- (8) The slight decline in revenue is associated with the reduction in the tipping fee directly related to a reduction in the hauling fee contract.
- (9) Building permit fees show a modest increase in FY14 indicating a recovery in the building sector after the recent recession.
- (10) Environmental permit revenue continues to see a significant increase as a direct result of the improving economy.
- (11) The slight increase in Ambulance Fee collections can be attributed to an increased amount of patients using ambulance services. However, it is smaller than the collections in FY13 because the percentage of payable bookings compared to total billing needed to be reduced. Historically, 41% of total billings were posted as collected, the updated analysis indicated the bookings needed to be reduced to 36%.
- (12) A decrease in Probation and Pre-Trial fee revenue can be attributed to diminishing collections balanced by the recently established on-site urinalysis testing program and an increase in the number of alcohol tests.
- (13) The decline of court facility fees is a result of a recent decline in the issuance of moving traffic violations.
- (14) In an effort to effect economic recovery, the Federal Reserve has continued to keep interest rates low, directly influencing interest earnings on County funds.

GENERAL FUND /FINE AND FORFEITURE- FUND BALANCE

General/Fine and Forfeiture Fund Balance

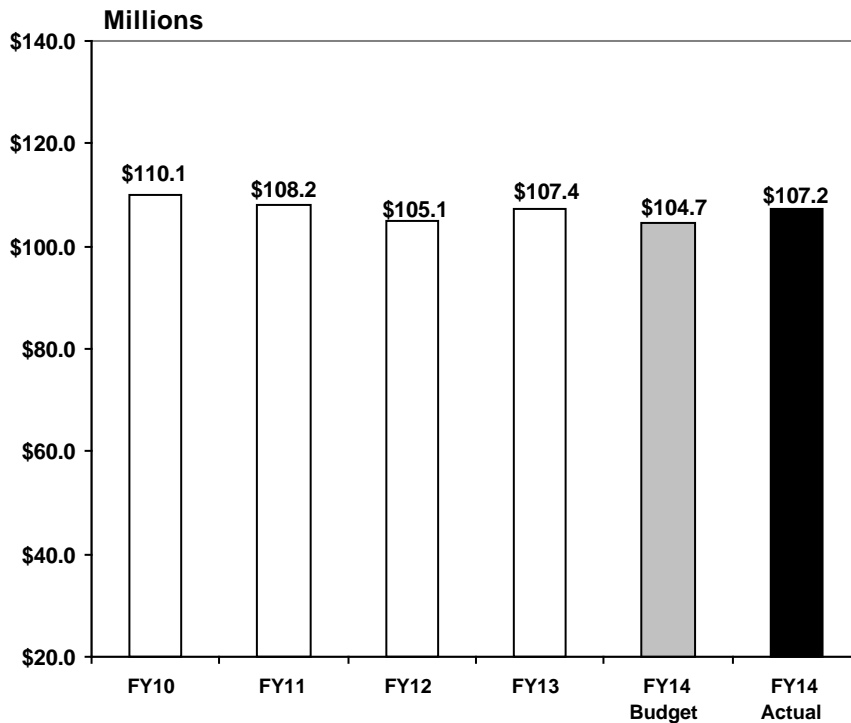


General/Fine and Forfeiture Fund Balance:

Fund Balance is maintained for cash flow purposes, as an emergency reserve and a reserve for one-time capital improvement needs. In addition, the amount of fund balance is used by rating agencies in determining the bond rating for local governments. The Leon County Reserves Policy requires fund balances to be between a minimum of 15% and a maximum of 30% of operating expenditures. The unaudited fund balance for FY14 is \$40.45 million. During the FY14 budget process, the Board utilized \$4.0 in reserves to balance the budget. This in combination with the FY14 carry forward budget reduced the FY15 beginning fund balance to \$34.56 million.

AD VALOREM TAXES

Fiscal Year Budget & Actuals



Background:

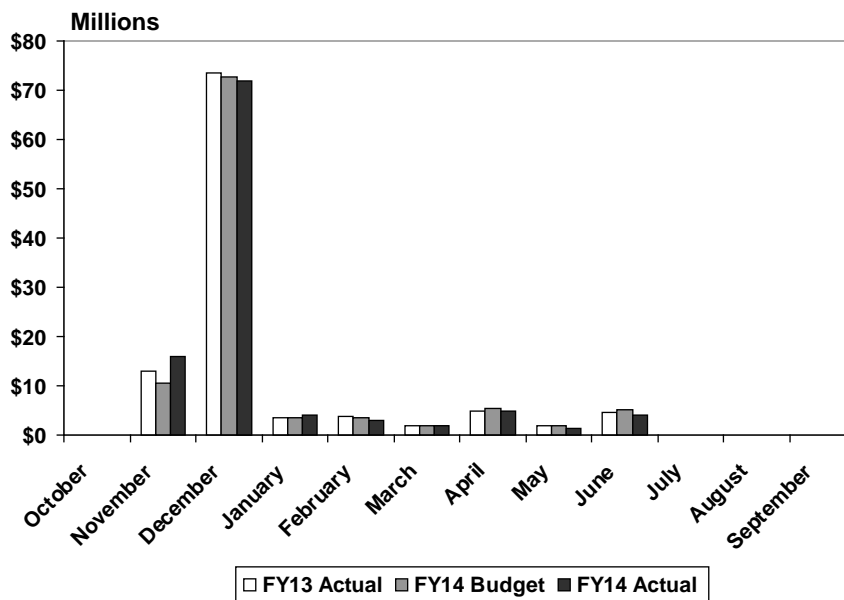
Ad Valorem Taxes are derived from all non-exempt real and personal properties located within Leon County. The non-voted countywide millage rate is constitutionally capped at 10 mills (Article VII, Section 9(a) and (b)).

The amounts shown are the combined General Fund and Fine and Forfeiture Fund levies.

Trend:

In January 2008 a constitutional amendment was passed that established restrictions on property valuations, such as an additional \$25,000 homestead exemption and Save Our Homes tax portability. These restrictions will limit future growth in ad valorem taxes. Actual Ad Valorem taxes collected in FY14 were 2.4% higher than budgeted and a -0.2% lower than the FY13 Actuals. This was due to the Board leaving the millage rate at 8.3144 and not increasing property taxes.

Monthly Totals: Budget vs Actuals

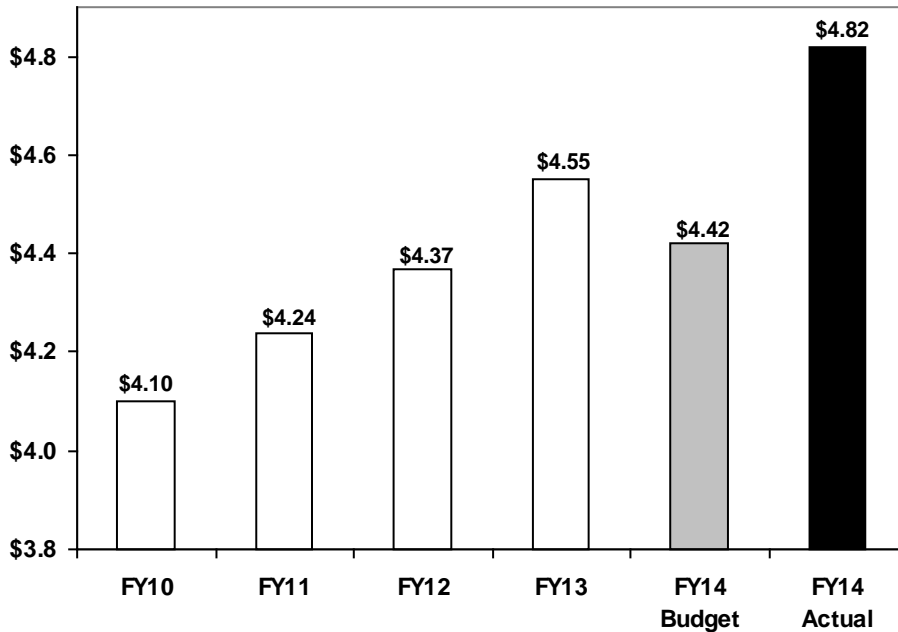


FY13 Actual: \$107,426,859
 FY14 Budget: \$104,699,238
 FY14 Actual: \$107,221,140

STATE REVENUE SHARING TAX

Fiscal Year Budget & Actuals

Millions



Background:

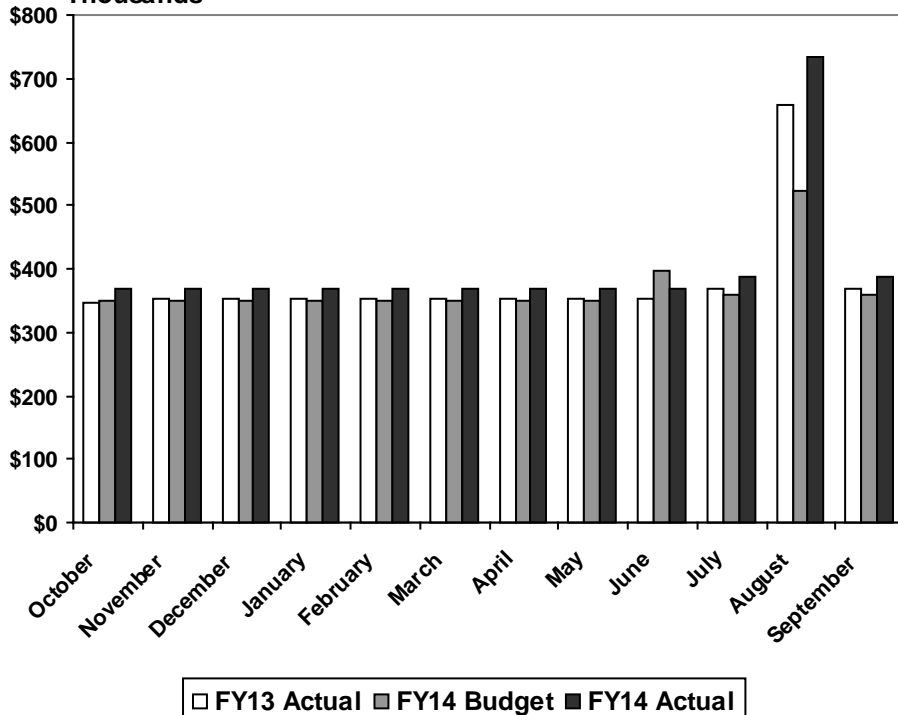
The Florida Revenue Sharing Act of 1972 was an attempt by the Legislature to ensure a minimum level of parity across units of local government when distributing statewide revenue. Currently, the Revenue Sharing Trust Fund for Counties receives 2.9% of the net cigarette tax collections and 2.25% of sales and use tax collections. Effective July 1, 2004, the distribution formula reduced the County's share to 2.044% or a net reduction of approximately 10%. The sales and use tax collections provide approximately 96% of the total revenue shared with counties, with the cigarette tax collections making up the small remaining portion. These funds are collected and distributed on a monthly basis by the Florida Department of Revenue.

Trend:

In FY08, Leon County experienced a sharp decrease in state revenue sharing taxes due to the recession. In FY11 this decline began to reverse, indicating a growing confidence in consumer spending, which has continued through FY14. Further evidence is shown by the increased disbursement of the sale tax true up, August 2013 and August 2014, respectively. During the 2014 General Revenue Estimating Conference, the State forecasted modest positive growth in FY15 and the out-years.

Monthly Totals: Budget vs Actuals

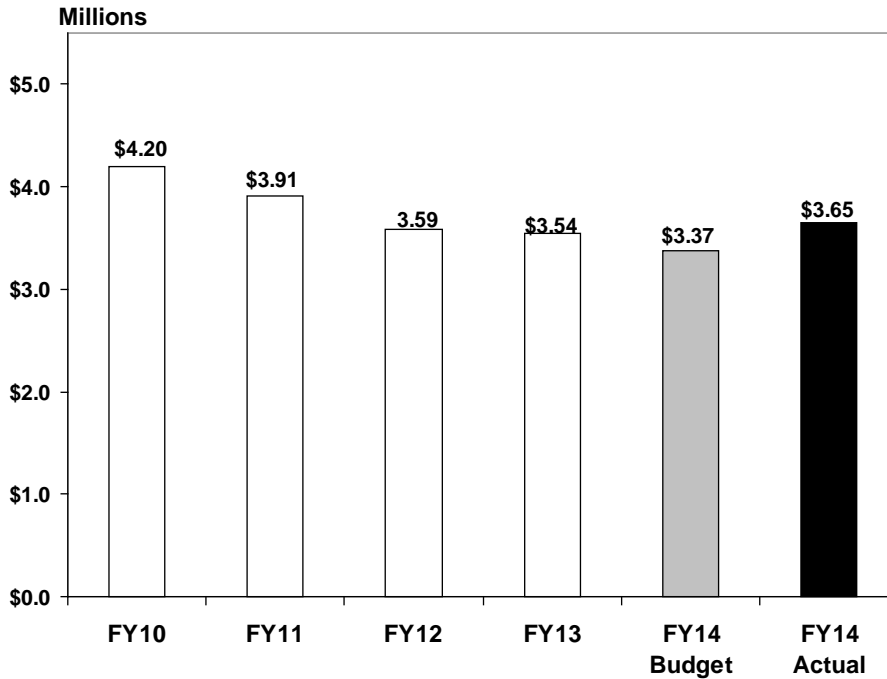
Thousands



FY13 Actual: \$4,554,832
 FY14 Budget: \$4,420,731
 FY14 Actual: \$4,815,581

COMMUNICATION SERVICES TAX

Fiscal Year Budget & Actuals



Background:

The Communication Services Tax combined seven different State and local taxes or fees by replacing them with a two-tiered tax, each with its own rate. These two taxes are (1) the State Communication Services Tax and (2) the Local Option Communication Services Tax. The County correspondingly eliminated its 5% Cable Franchise Fee and certain right-of-way permit fees. Becoming a Charter county allowed the County to levy at a rate of 5.22%. This rate became effective in February of 2004.

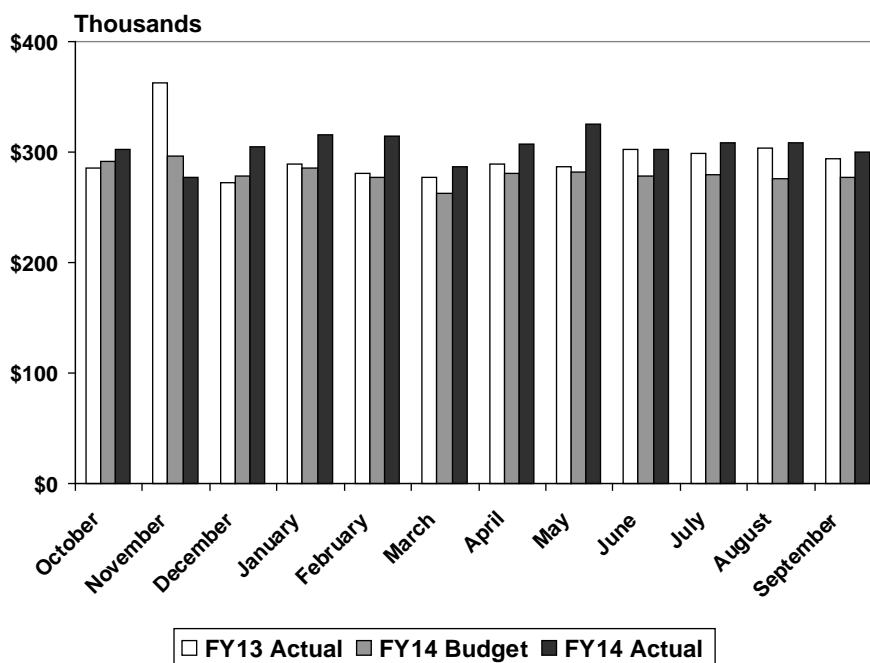
Trend:

Beginning in FY10, actual revenues began to decrease statewide. The current trend indicates revenues stabilizing in FY15 with little anticipated decline over future fiscal years.

In December 2008, the County received a \$2.5 million audit adjustment from the State, distributed in the form of a \$1.3 million lump sum payment in December of FY09 with the remainder prorated in equal monthly payments of \$33,429 from February 2009 until December 2012. These monthly adjustment payments have been contemplated in the budget graphs, accounting for the higher than expected revenue figures in past years.

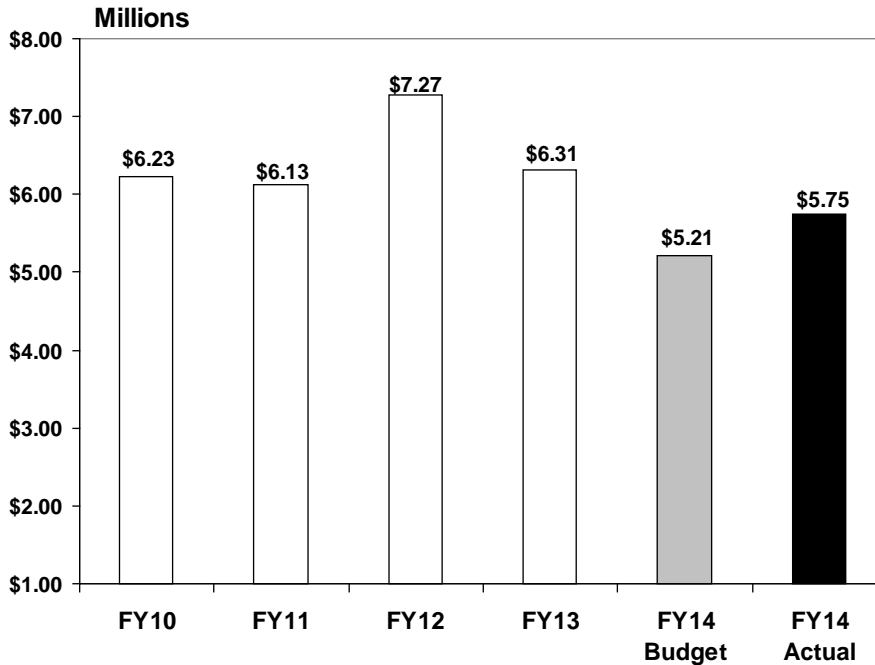
FY13 Actual: \$3,541,700
 FY14 Budget: \$3,365,850
 FY14 Actual: \$3,645,653

Monthly Totals: Budget vs Actuals



PUBLIC SERVICES TAX

Fiscal Year Actuals & Projections



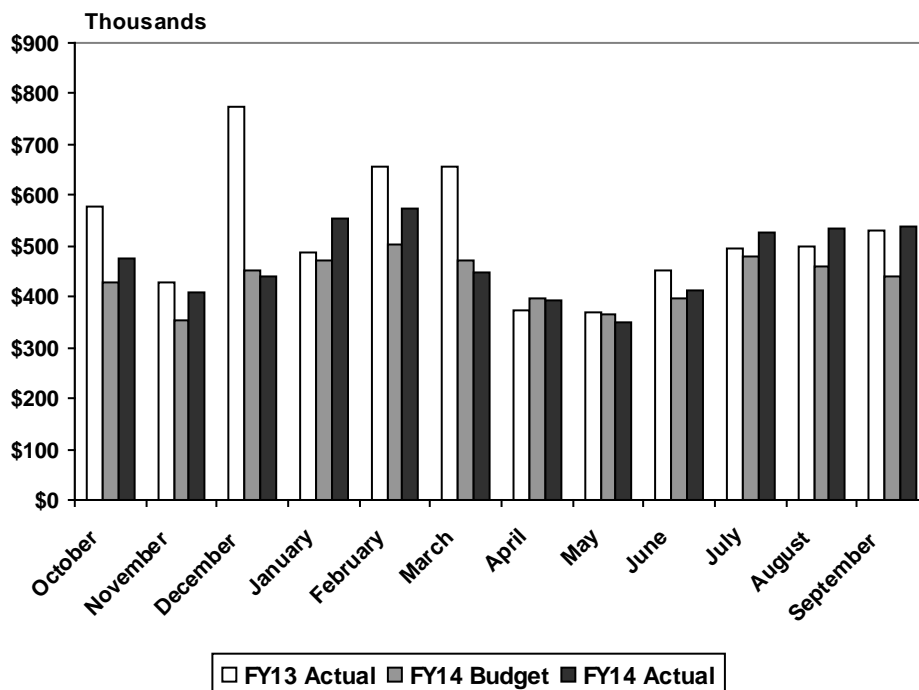
Background:

The Public Services Tax is a 10% tax levied upon each purchase of electricity, water, and metered or bottled gas within the unincorporated areas of the County. It is also levied at \$0.04 per gallon on the purchase of fuel oil within the unincorporated areas of the County. This tax became effective on October 1, 2003.

Trend:

Due to its consumption basis, this tax is subject to many variables including rates and usage. Revenues have steadily trended upward since FY09, however recently the City of Tallahassee determined it had incorrectly overpaid \$2.1 million on the electric portion of the tax for the past three years. As such, future year's revenue projections reflect the payback of these revenues through withholding over a 30 month period. The payback period started March 2013.

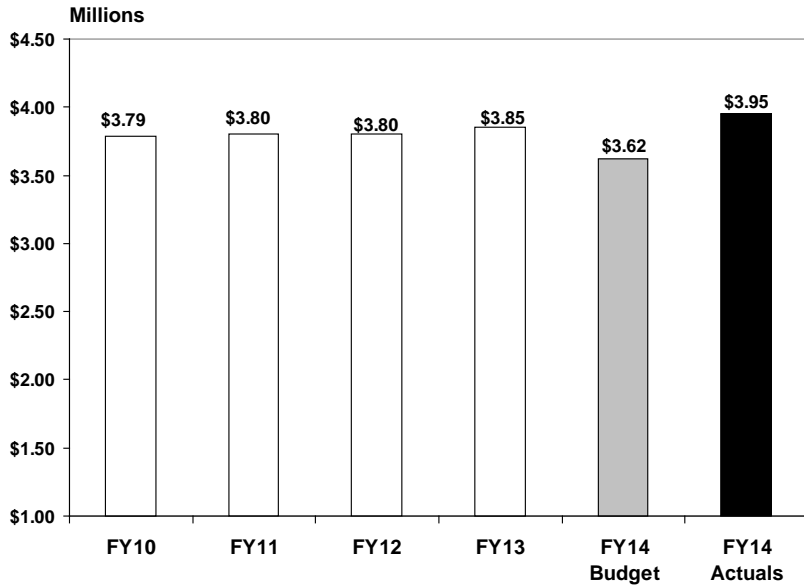
Monthly Totals: Budget vs Actuals



FY13 Actual: \$6,310,233
 FY14 Budget: \$5,212,745
 FY14 Actual: \$5,748,143

STATE SHARED GAS TAX

Fiscal Year Budget & Actuals



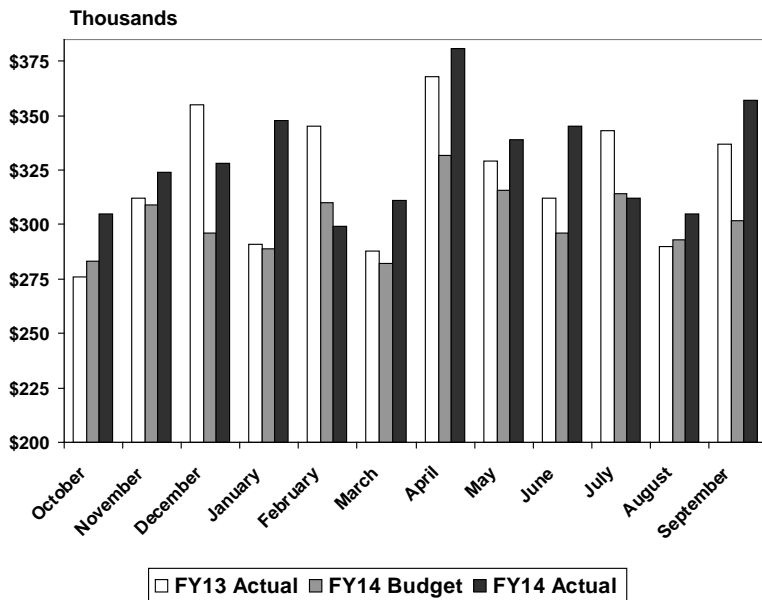
Background:

The State Shared Gas Tax consists of two discrete revenue streams: County Fuel Tax and the Constitutional Gas Tax. These revenues are all restricted to transportation related expenditures (Florida Statutes 206). The revenues are disbursed from the State based on a distribution formula consisting of county area, population, and collection.

Trend:

This is a consumption based tax on gallons purchased. Prior to FY10, there was modest growth in this revenue stream. Decreased fuel consumption due to the recession, more fuel efficient vehicles coupled with high fuel costs has caused a leveling trend in gas tax revenue over time.

Monthly Totals: Budget vs Actuals

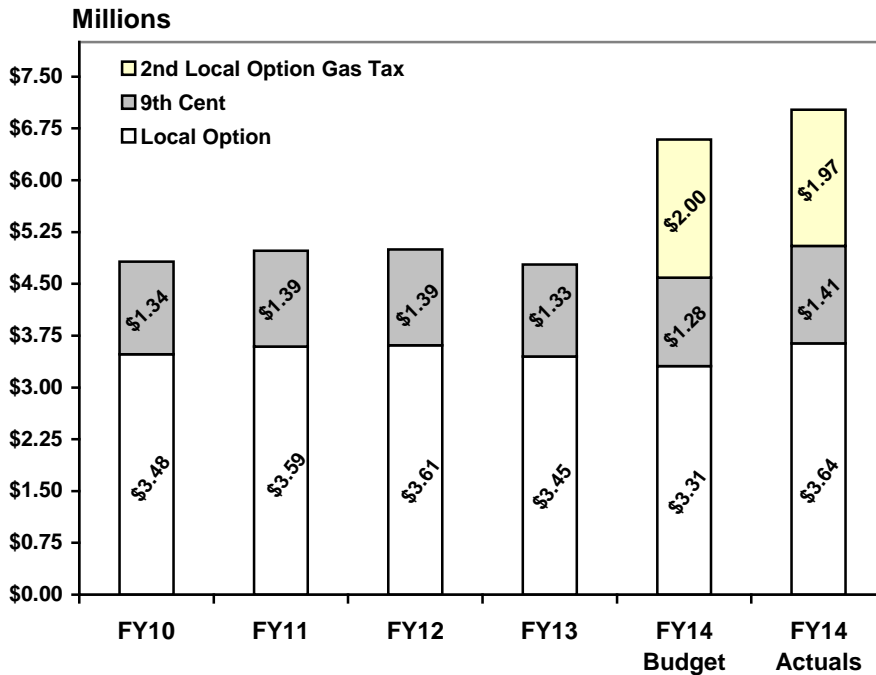


Gas tax revenue collections for FY14 are slightly higher than originally budgeted based on current revenue received and revised highway fuel sales estimates from the Transportation Revenue Estimating conference. FY15 projects a minimal incline in this revenue.

FY13 Actual: \$3,852,210
 FY14 Budget: \$3,621,400
 FY14 Actual: \$3,954,922

LOCAL OPTION GAS TAXES

Fiscal Year Budget & Actuals



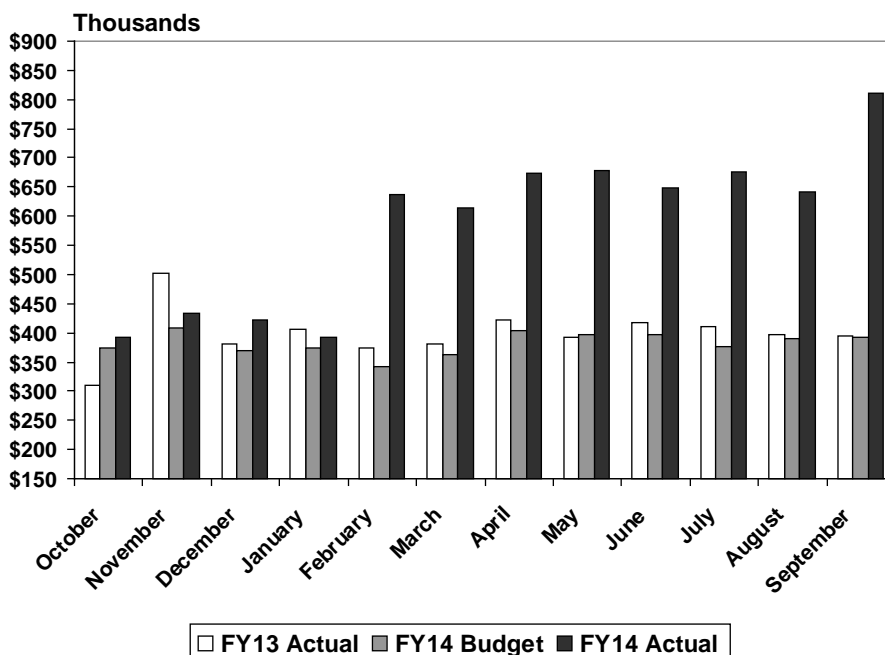
Background:

2nd Local Option Gas Tax: On September 10, 2013, the Board approved levying an additional five-cent gas tax, to be split with the City 50/50 that was projected to generate an additional \$2 million in revenues in FY14.

9th Cent Gas Tax: This tax was a State imposed 1 cent tax on special and diesel fuel. Beginning in FY02, the County began to levy the amount locally on all fuel consumption.

Local Option Gas Tax: The Local Option Gas Tax is a locally imposed 6 cents per gallon on every net gallon of motor and diesel fuel. Per the interlocal agreements, this revenue is shared 50/50 for the first 4 cents between the City and County and 60% City and 40% County for the remaining 2 cents. This equates to the County 46% and the City 54%. Funds are restricted to transportation related expenses. The Board renewed this tax during FY13, and it will not sunset until FY 2045. The amounts shown are the County's share only.

Monthly Totals: Budget vs Actuals



Trend:

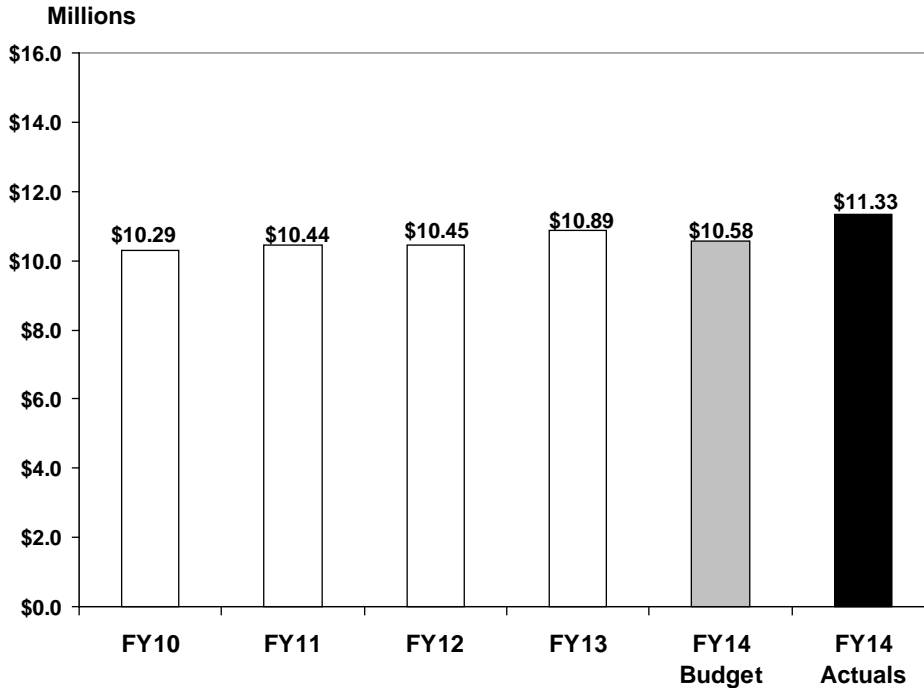
This is a consumption-based tax on gallons purchased. Since FY10, revenues have remained moderately flat as pump prices and consumption levels fluctuated through the years.

In FY14, Leon County collected higher amount of gas tax revenue than FY 13 due to the new 2nd local option 5-cent gas tax enacted in September 2013. Collections of this tax did not commence until January 2014, with remittance to the county beginning in February 2014.

FY13 Actual: \$4,793,118
FY14 Budget: \$6,586,600
FY14 Actual: \$7,017,545

LOCAL GOVERNMENT 1/2 CENT SALES TAX

Fiscal Year Budget & Actuals



Background:

The Local Government 1/2 Cent Sales Tax is based on 9.653% of net sales tax proceeds remitted by all sales tax dealers located within Leon County. Effective July 1, 2004, the distribution formula reduces the County's share to 8.814% or a net reduction of approximately 9.5%. The revenue is split 56.6% County and 43.4% City based on a statutory defined distribution formula (Florida Statutes Part VI, Chapter 218).

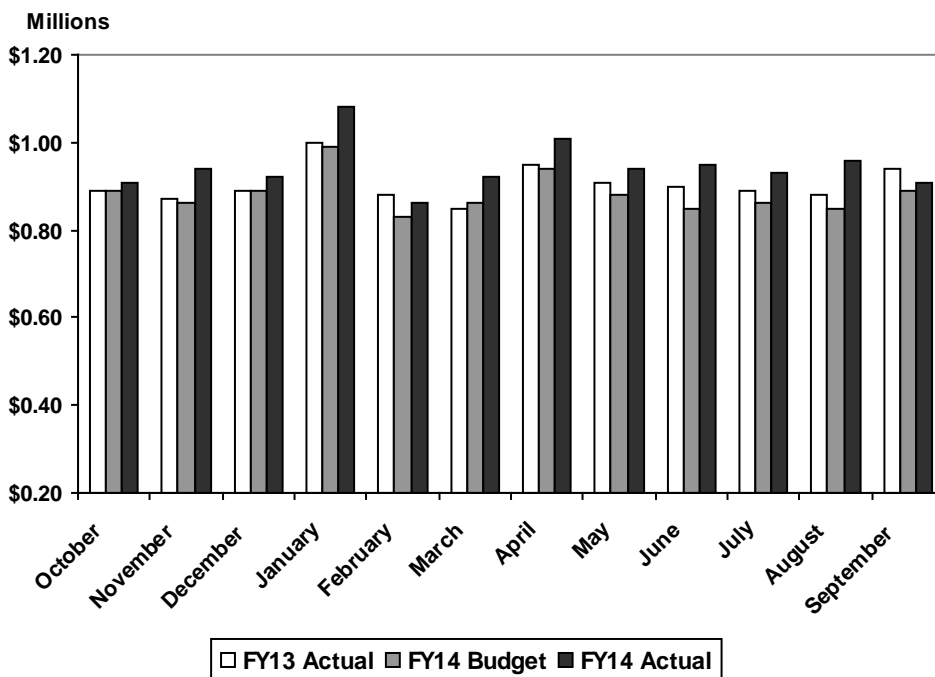
The amounts shown are the County's share only.

Trend:

Sales tax revenue declined from FY09 – FY11, a trend that ended in FY12 and has continued on an moderate upward direction. FY14 actuals and the FY15 budget forecast indicate an improving economy and a corresponding increase in consumer based economic activity.

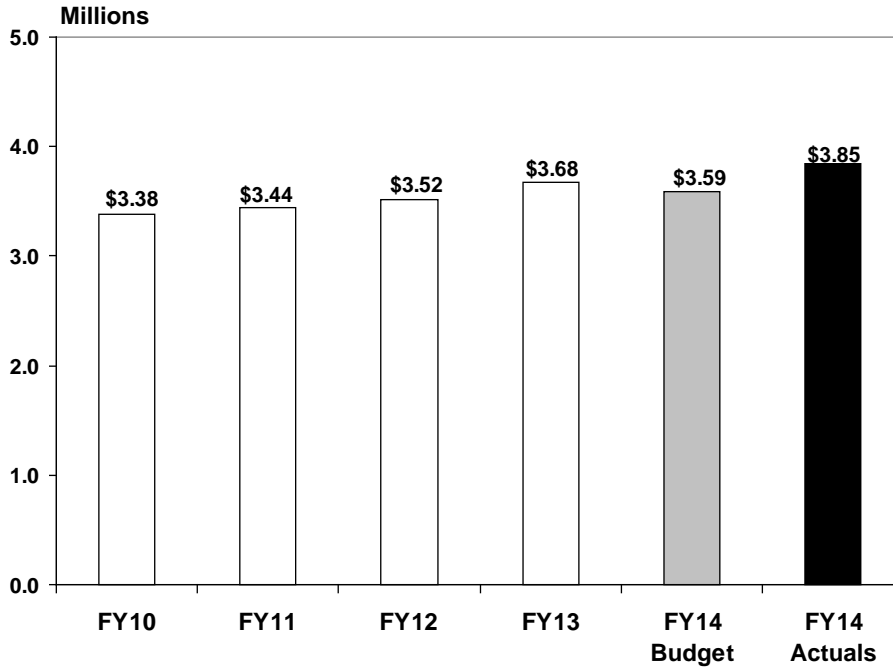
FY13 Actual: \$10,899,174
 FY14 Budget: \$10,583,000
 FY14 Actual: \$11,326,967

Monthly Totals: Budget vs Actuals



LOCAL OPTION SALES TAX

Fiscal Year Budget & Actuals



Background:

In a November 2000 referendum, the citizens of Leon County extended the sales tax for an additional 15 years beginning in 2004. The Local Option Sales Tax is a 1 cent sales tax on all transactions up to \$5,000. The revenues are distributed at a rate of 10% to the County, 10% to the City, and 80% to Blueprint 2000.

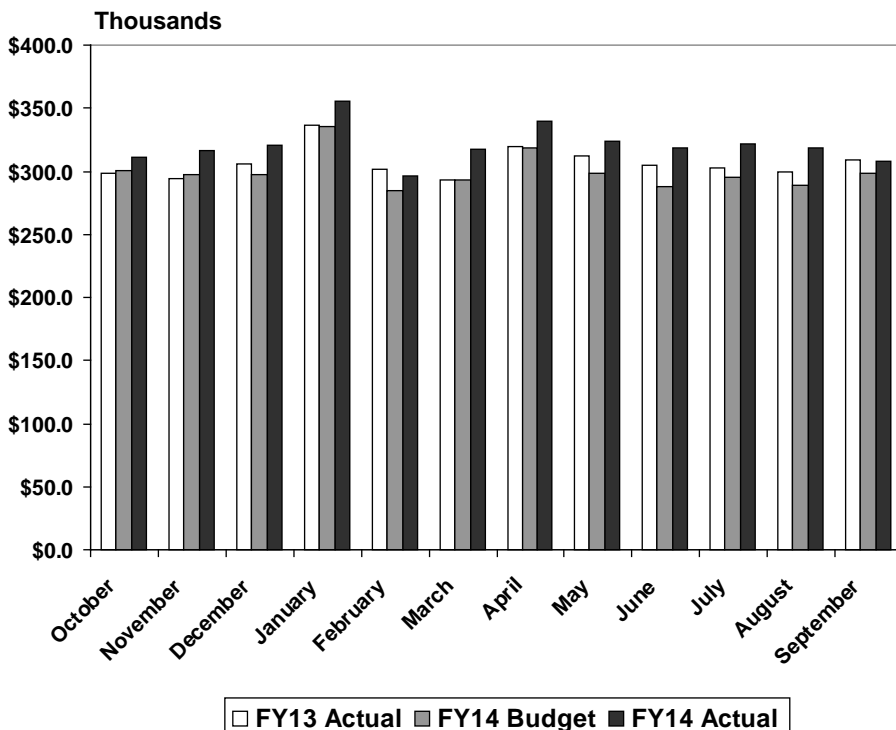
The amounts shown are the County's share only.

Trend:

Leon County collected a slightly higher amount of local sales tax every year during FY10 to FY14. The FY15 budget continues the modest upward trend. This is an indication of an improving economy and a return of normal consumer spending activity.

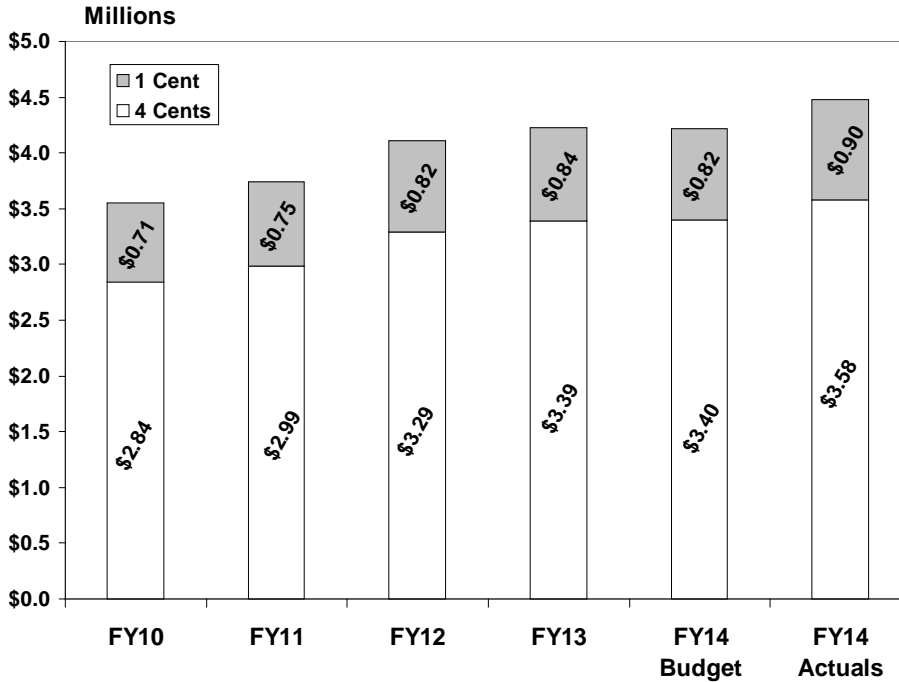
FY13 Actual: \$3,678,283
 FY14 Budget: \$3,593,850
 FY14 Actual: \$3,848,059

Monthly Totals: Budget vs Actuals



LOCAL OPTION TOURIST TAX

Fiscal Year Budget & Actuals



Background:

The Local Option Tourist Tax is a locally imposed 5% tax levied on rentals and leases of less than 6-month duration. This tax is administered locally by the Tax Collector. The funds are restricted to advertising, public relations, promotional programs, visitor services and approved special events (Florida Statute 125.014). This tax dedicates one cent to the performing arts center.

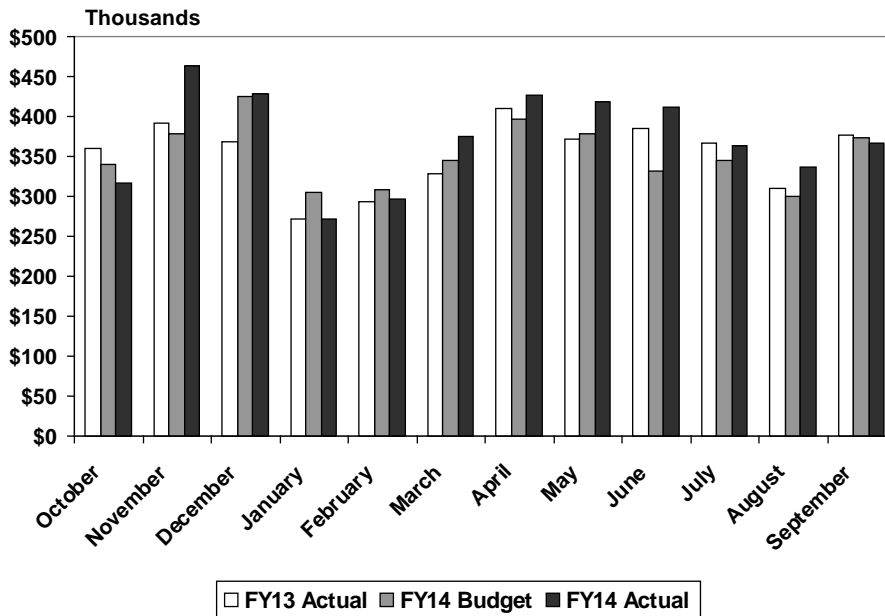
On March 19, 2009, the Board approved to increase total taxes levied on rentals and leases of less than 6-month duration by 1%. The total taxes levied are now 5%. The additional 1% became effective on May 1, 2009 and is used for marketing as specified in the TDC Strategic Plan.

Trend:

Improved economic conditions allowed for an increase in tourist tax from FY10 to FY14. The additional one cent levied in May 2009, along with an increase in available rooms, increased rates and an increase in the business travelers sector of the market contribute to the projected upward trend in FY15.

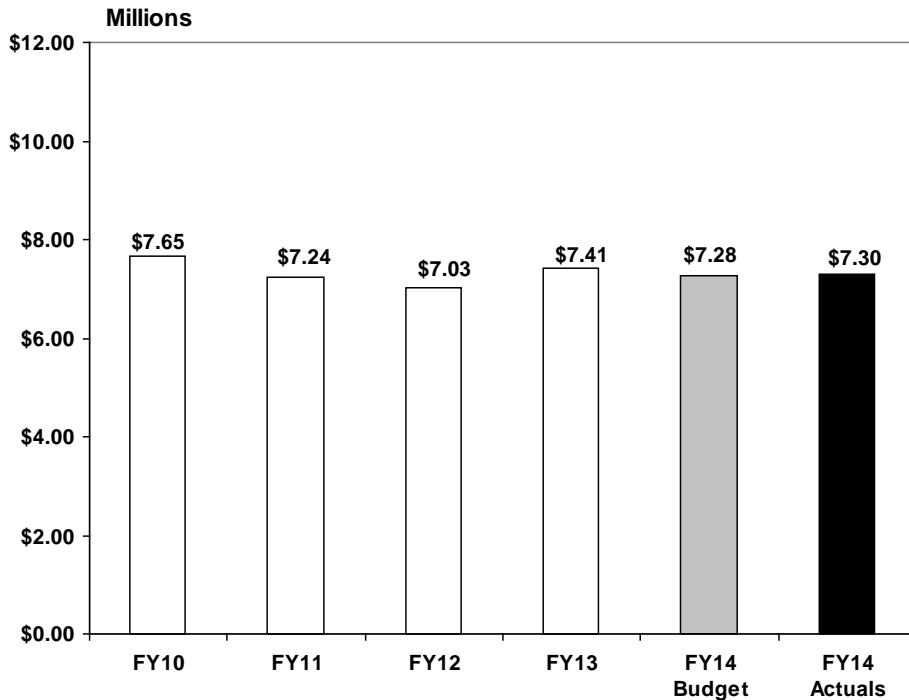
FY13 Actual: \$4,238,720
 FY14 Budget: \$4,225,743
 FY14 Actual: \$4,478,090

Monthly Totals: Budget vs Actuals



SOLID WASTE FEES

Fiscal Year Budget & Actuals



Background:

Solid Waste Fees are collected for sorting, reclaiming, disposing of solid waste at the County landfill and transfer station. Revenues collected will be used for the operation of all solid waste disposal sites.

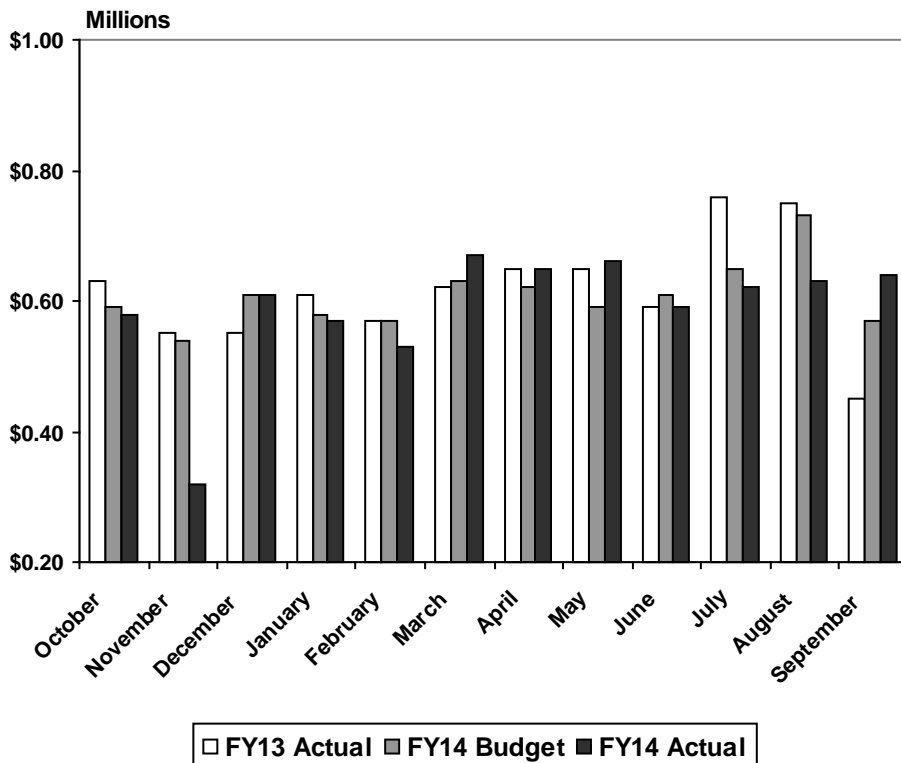
In October 2008, the Board entered into a contractual agreement with Marpan Recycling. The Solid Waste Management Facility is no longer accepting Class III waste as of January 1, 2009. This contract caused a decline in revenues at the Solid Waste Management Facility. However, expenditures have been adjusted to reflect the change in operations at the facility.

Trend:

Leon County established a reduced tipping fee in FY13 due to a reduction in hauling rates. The FY14 actuals and the FY15 budget forecast are lower due to the new fee structure. Solid Waste fees for the collection of Class III waste residuals from Marpan may stop in FY15 or FY16 as the Board considers the future of operations at the solid waste facility.

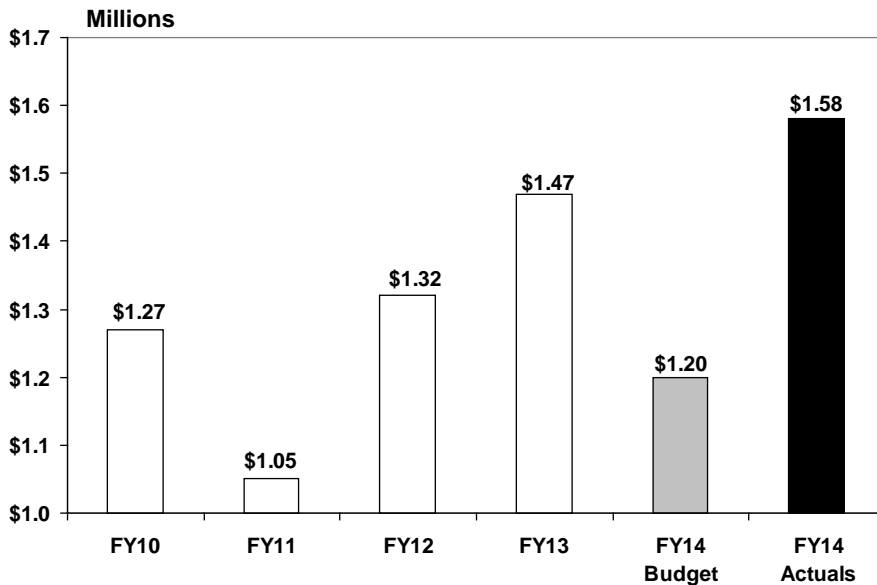
FY13 Actual: \$7,411,261
 FY14 Budget: \$7,282,556
 FY14 Actual: \$7,301,956

Monthly Totals: Budget vs Actuals



BUILDING PERMIT FEES

Fiscal Year Budget & Actuals



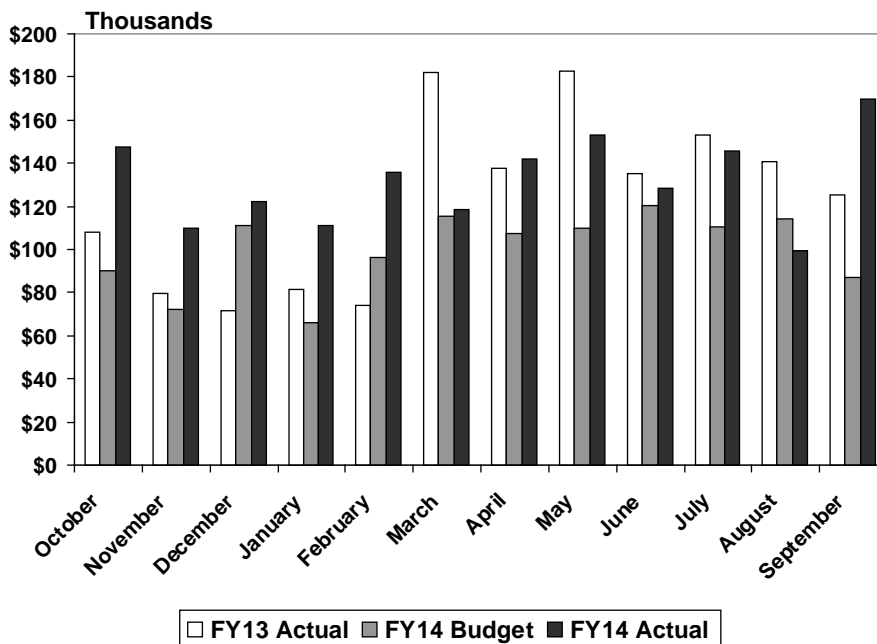
Background:

Building Permit Fees are derived from developers of residential and commercial property and are intended to offset the cost of inspections to assure that development activity meets local, State and federal building code requirements. The County only collects these revenues for development occurring in the unincorporated area. As a result of a fee study, the Board adopted the first revised fee study in more than ten years. The fee increase was implemented in three phases: 34% on March 1, 2007; 22% on October 1, 2007; and a final 7% on October 1, 2008.

Trend:

Due to the housing market and construction beginning to show signs of recovery, this revenue stream shows projections returning to pre-recession levels. Revenues have consistently increased since FY11 with FY14 being at the highest level in five years. The FY15 budget contemplates this trend continuing.

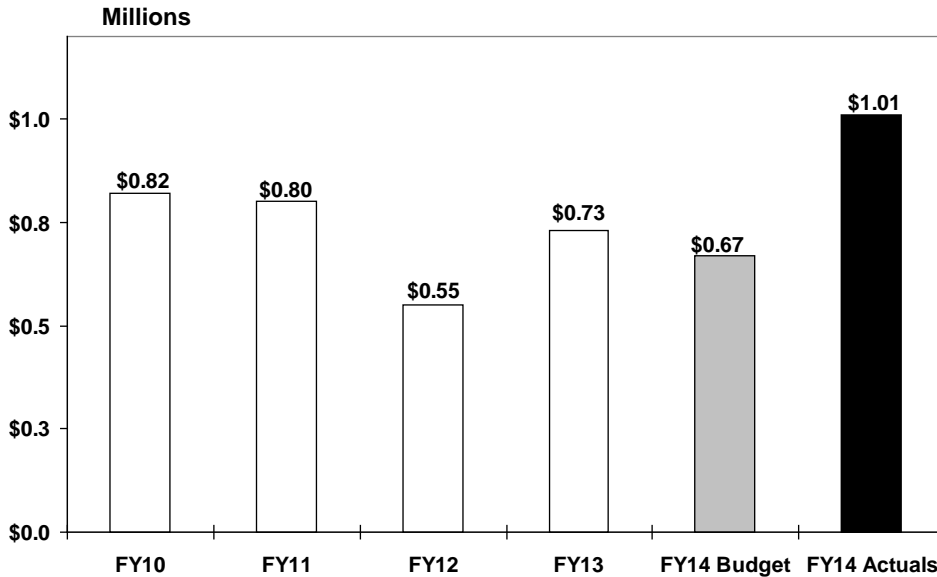
Monthly Totals: Budget vs Actuals



FY13 Actual: \$1,427,710
 FY14 Budget: \$1,264,600
 FY14 Actual: \$1,583,993

DEVELOPMENT REVIEW AND ENVIRONMENTAL PERMIT FEES

Fiscal Year Budget & Actuals



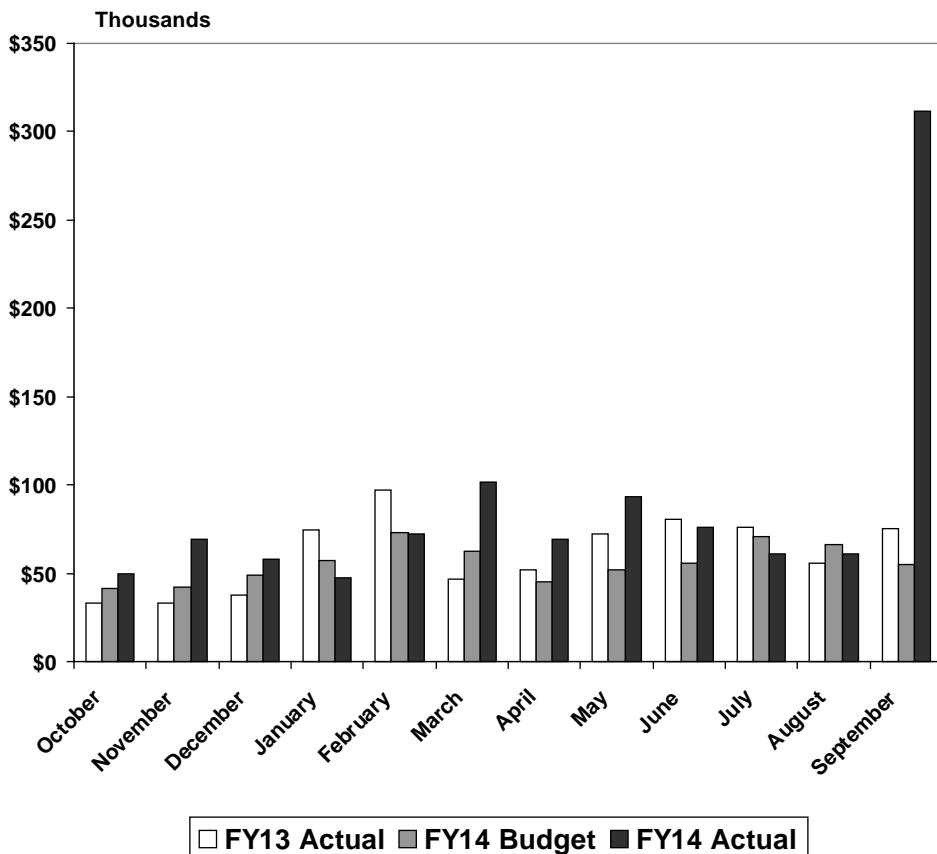
Background:

Environmental Permit Fees are derived from development projects for compliance with stormwater, landscape, tree protection, site development and zoning, and subdivision regulations. As a result of a fee study, the Board adopted a revised fee resolution effective October 1, 2006.

Trend:

On March 11, 2008 the Board approved an overall fee increase of 20% in addition to adopting new fees for Growth Management. The new fees were implemented immediately and the overall fee increase was effective as of October 1, 2008. Environmental Permit Fees have experienced a sharp decrease correlating with the start of the economic downturn in FY09.

Monthly Totals: Budget vs Actuals

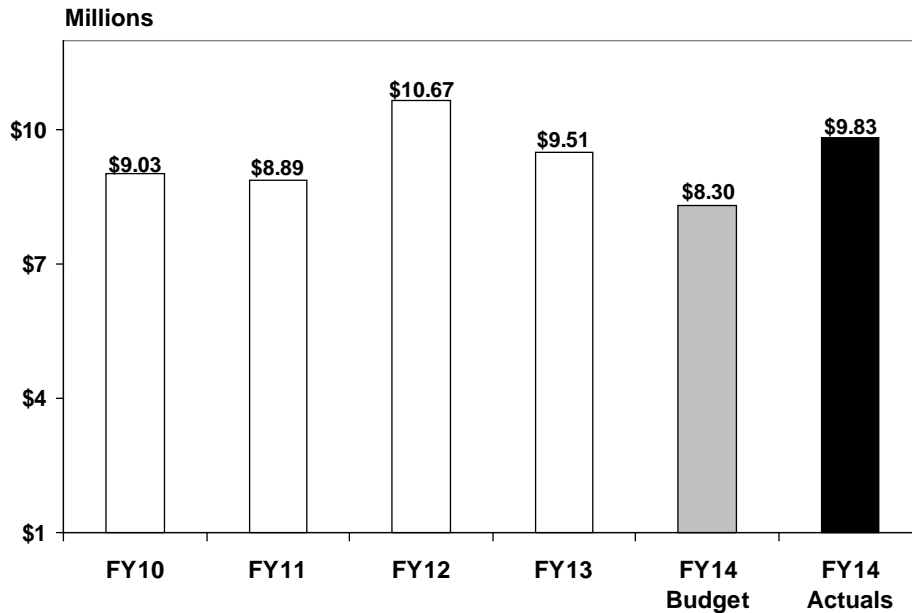


Despite the fee increase, persistent negative economic conditions in the construction industry continued to diminish revenue collection. To offset this decline in revenue, eight positions were eliminated in FY10. FY14 actuals indicate a rebound in development activity. The FY15 budget projects a further increase in revenues.

FY13 Actual: \$734,576
 FY14 Budget: \$669,275
 FY14 Actual: \$1,069,573

AMBULANCE FEES

Fiscal Year Budget & Actuals



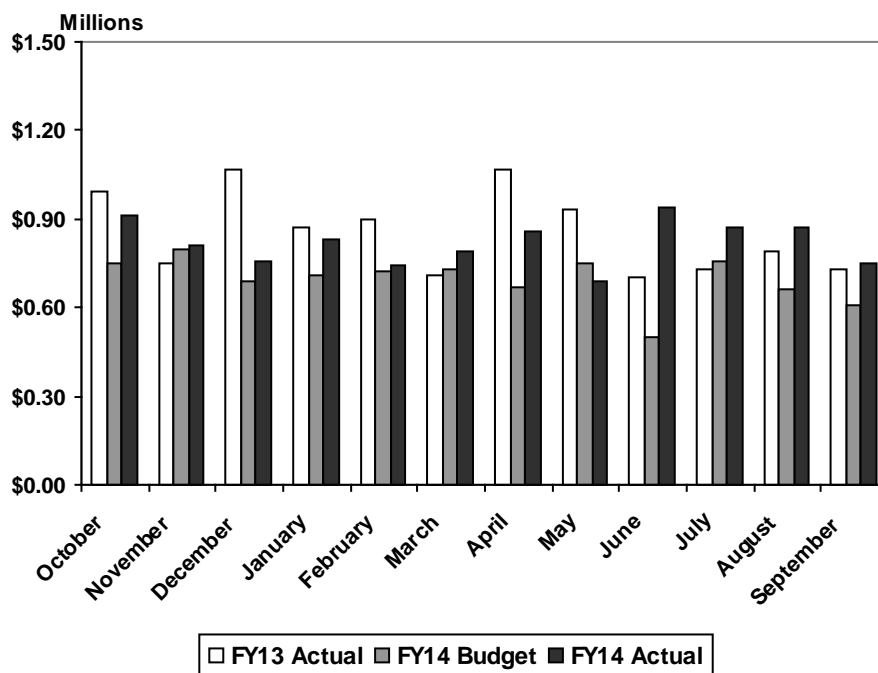
Background:

Leon County initiated its ambulance service on January 1st of 2004. Funding for the program comes from patient billings and a Countywide Municipal Services Tax. The amounts shown are the patient billings only.

Trend:

The EMS system bills patients based on the use of an ambulance transport to the hospital. As with a business, the County has an ongoing list of patients/insurers that owe the County monies (outstanding receivables). In FY08, the County established a collection policy to pursue uncollected bills, and to allow the write-off of billings determined uncollectible. The decline in revenue in FY13 corresponds to a decline in the booking of receivables (outstanding billings) from 41% to 36%. FY14 actuals are higher than anticipated. As a result, the FY15 budget reflects a modest increase for this revenue.

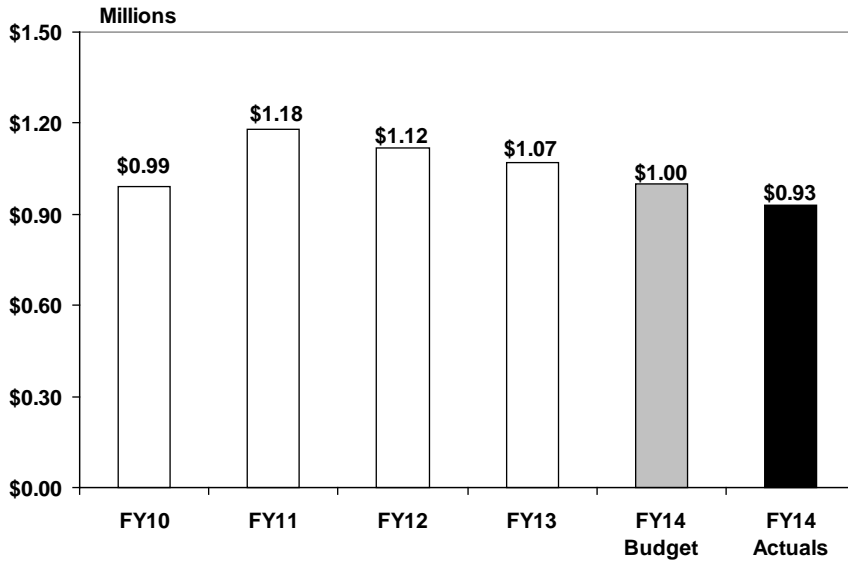
Monthly Totals: Budget vs Actuals



FY13 Actual: \$9,510,448
 FY14 Budget: \$8,303,000
 FY14 Actual: \$9,827,129

PROBATION AND PRE-TRIAL FEES

Fiscal Year Budget & Actuals



Background:

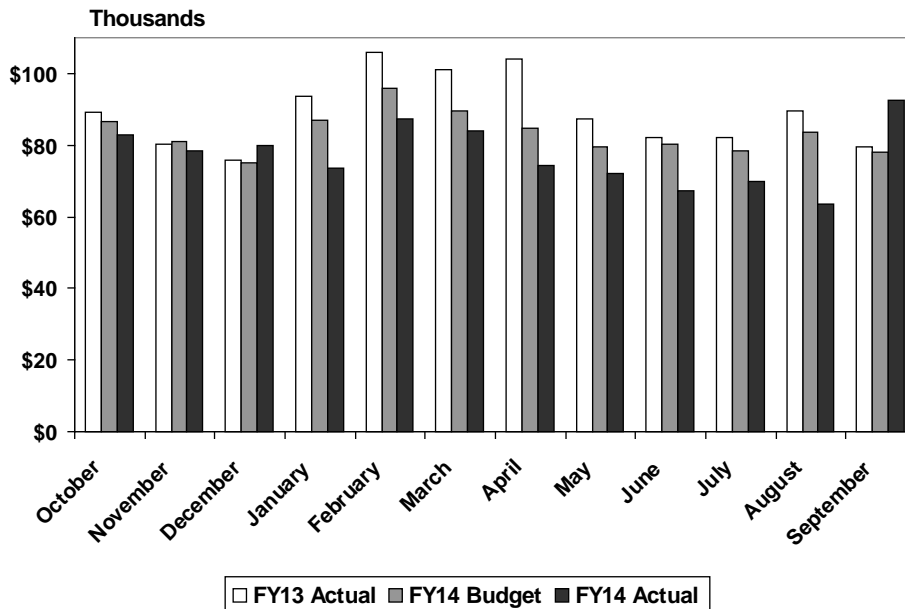
The Probation Fees are a combination of County court probation fees, alternative community service fees, no-show fees (all governed by Florida Statute 948) and pre-trial release fees (governed by an Administrative Order). These fees are collected from individuals committing infractions that fall within the jurisdiction of Leon County Courts. The amount of each individual fee is expressly stated in either the Florida Statute or the Administrative Order.

Trend:

Revenues collected through Probation and Pre-Trial fees have steadily declined since FY11. This can be attributed to a decline in Probation and Pre-Trial caseloads, associated with early termination of sentences and a decrease in court ordered GPS pre-trial tracking. FY14 actuals decreased slightly as the amount of fees that go uncollected continues to remain at a high level. With the creation of an on-site urinalysis testing program, an increase in the number of alcohol testing fees is expected. Without the addition of the urinalysis program, revenues from the existing probation and pre-trial programs would see a greater decline.

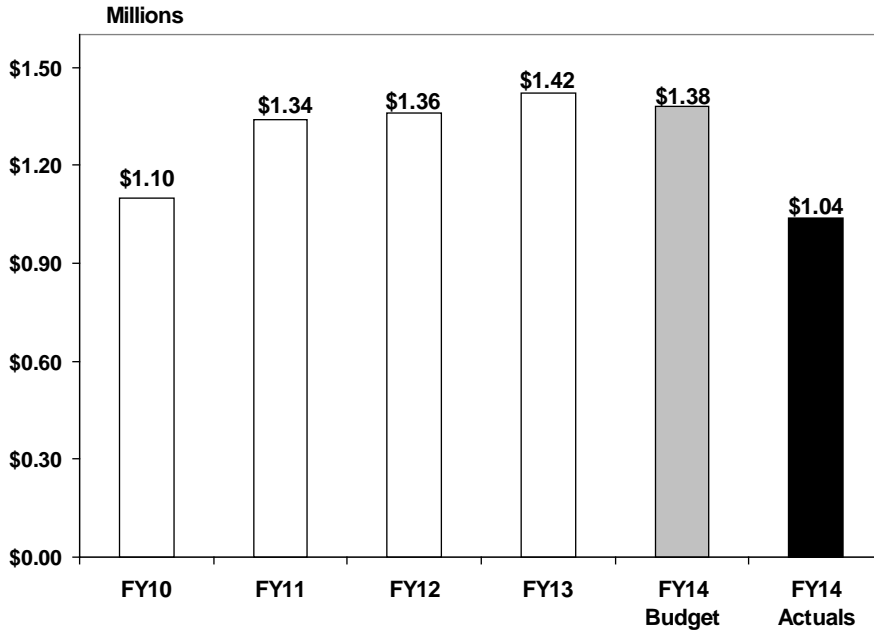
FY13 Actual: \$1,071,166
 FY14 Budget: \$999,780
 FY14 Actual: \$925,959

Monthly Totals: Budget vs Actuals



COURT FACILITIES FEES

Fiscal Year Budget & Actuals



Background:

Court Facilities Fees are established to fund “state court facilities” as defined in Chapter 29, Florida Statutes (2009). In FY09 the County collected \$1.9 million but expended more than \$11 million on behalf of the State Court system. On June 19, 2009 SB2108 was approved permitting counties to change the surcharge placed on non-criminal traffic infractions from \$15 to \$30.

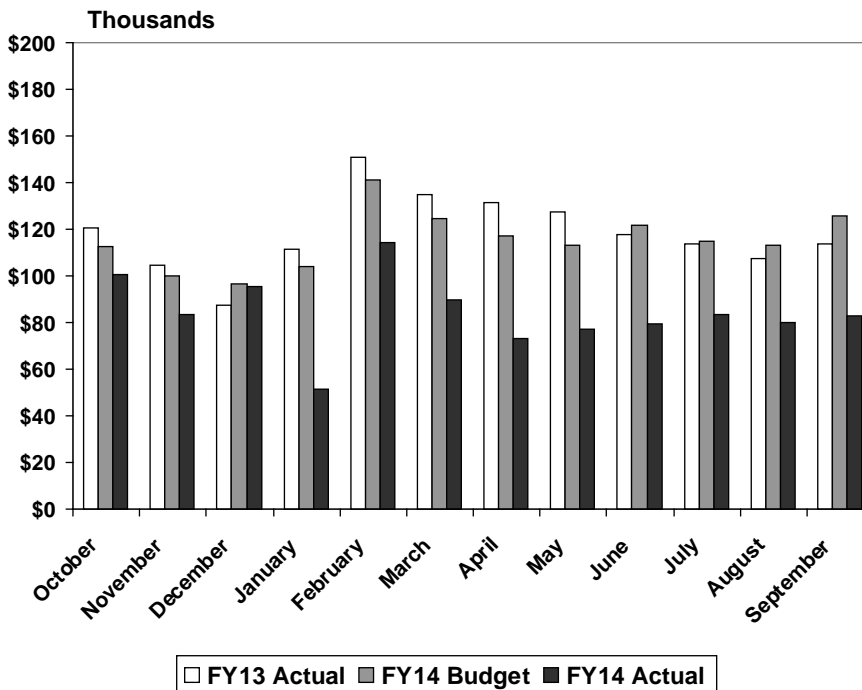
The Board approved the increase in surcharges on August 25, 2009.

Trend:

By the first quarter in FY10, revenues began to show improvement from the approved fee increase. The first two years with the new fee increase, FY11 and FY12 showed moderate revenue increases. Due to a recent decline in the issuance of moving traffic violations, FY14 actuals come in below budgeted amounts, as well as FY13 actuals. It is unknown if this trend will continue in FY15.

FY13 Actual: \$1,422,384
 FY14 Budget: \$1,384,150
 FY14 Actual: \$1,040,251

Monthly Totals: Budget vs Actuals



Leon County Government

FY 2014 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 11/21/14

<u>Fund</u>	<u>Org</u>	<u>Description</u>	<u>FY14</u> <u>Adj. Budget</u>	<u>FY14</u> <u>Expenditures</u>	<u>FY14 Budget</u> <u>\$ Balance</u>	<u>FY14 Budget</u> <u>% Bal. Remaining</u>
<u>Board of County Commissioners</u>						
<u>County Commission</u>						
001	100	County Commission	1,380,656	1,380,655	1	0.00%
001	101	District 1	9,500	5,272	4,228	44.51%
001	102	District 2	9,500	4,806	4,694	49.41%
001	103	District 3	9,500	5,385	4,115	43.31%
001	104	District 4	9,500	3,898	5,602	58.97%
001	105	District 5	9,500	7,119	2,381	25.06%
001	106	At Large District 6	9,500	6,914	2,586	27.22%
001	107	At Large District 7	9,500	8,861	639	6.73%
001	108	Commissioners Account	22,898	16,838	6,060	26.47%
		Subtotal:	1,470,054	1,439,748	30,306	2.06%
<u>County Administration</u>						
<u>Country Administration</u>						
001	110	Country Administration	592,064	592,064	0	0.00%
<u>Strategic Initiatives</u>						
001	115	Strategic Initiatives	920,307	868,222	52,085	5.66%
<u>Human Resources</u>						
001	160	Human Resources	1,238,806	1,112,945	125,861	10.16%
<u>Management Information Systems</u>						
001	171	Management Information Systems	5,452,523	5,229,815	222,708	4.08%
001	411	Public Safety Complex Technology	335,880	182,547	153,333	45.65%
001	421	Geographic Information Services	1,876,562	1,759,133	117,429	6.26%
		Subtotal:	10,416,142	9,744,727	671,416	6.45%
<u>County Attorney</u>						
001	120	County Attorney	1,856,146	1,821,896	34,250	1.85%
		Subtotal:	1,856,146	1,821,896	34,250	1.85%
<u>Department of Public Works</u>						
<u>Support Services</u>						
106	400	Support Services	1,083,169	1,034,609	48,560	4.48%
106	978	Public Works Chargebacks	(600,000)	(301,081)	(298,919)	49.82%
<u>Operations</u>						
106	431	Transportation	3,781,415	3,781,415	0	0.00%
106	432	Right-of-Way	2,473,046	1,985,163	487,883	19.73%
123	433	Stormwater Maintenance	2,825,349	2,568,432	256,917	9.09%
<u>Engineering Services</u>						
106	414	Engineering Services	2,990,714	2,774,661	216,053	7.22%
<u>Fleet Maintenance</u>						
505	425	Fleet Maintenance	3,210,532	2,889,864	320,668	9.99%
<u>Mosquito Control</u>						
122	216	Mosquito Control	575,876	551,365	24,511	4.26%
125	214	Mosquito Control Grant ⁴	29,457	0	29,457	100.00%
<u>Parks & Recreation</u>						
140	436	Parks & Recreation	2,616,250	2,489,377	126,873	4.85%
		Subtotal:	18,985,808	17,773,807	1,212,001	6.38%
<u>Department of Development Support & Env. Mgt</u>						
<u>Building Inspection</u>						
120	220	Building Inspection	1,187,715	1,002,083	185,632	15.63%
<u>Environmental Compliance</u>						
121	420	Environmental Compliance	1,329,385	1,303,932	25,453	1.91%
<u>Development Services</u>						
121	422	Development Services	659,267	604,423	54,844	8.32%
<u>Permit Compliance</u>						
121	423	Permit Compliance	464,224	432,749	31,475	6.78%
<u>Support Services</u>						
121	424	Support Services	336,732	336,732	0	0.00%
<u>DEP Storage Tank⁴</u>						
125	866	DEP Storage Tank	158,101	144,992	13,109	8.29%
		Subtotal:	4,135,424	3,824,911	310,513	7.51%

Leon County Government

FY 2014 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

<u>Fund</u>	<u>Org</u>	<u>Description</u>	<u>FY14</u> <u>Adj. Budget</u>	<u>FY14</u> <u>YTD Expend.</u>	<u>FY14 Budget</u> <u>\$ Balance</u>	<u>FY14 Budget</u> <u>% Balance Remaining</u>
<u>Department of Facilities Management</u>						
<u>Facilities Management</u>						
001	150	Facilities Management	7,289,511	6,608,566	680,945	9.34%
<u>Real Estate Management</u>						
001	156	Real Estate management	276,725	269,084	7,641	2.76%
<u>Public Safety Complex</u>						
001	410	Public Safety Complex	1,468,261	1,092,590	375,671	25.59%
<u>Bank of America</u>						
165	154	Bank of America	763,386	469,275	294,111	38.53%
<u>Huntington Oaks Plaza Operating</u>						
166	155	Huntington Oaks Plaza Operating	124,425	50,486	73,939	59.42%
Subtotal:			9,922,308	8,490,001	688,586	14.44%
<u>Department of PLACE</u>						
<u>Capital Regional Transportation Planning Agency</u>						
001	402	Capital Regional Transportation Planning Agency	231,028	223,504	7,524	3.26%
<u>Blueprint 2000</u>						
001	403	Blueprint 2000 ¹	60,784	60,784	0	0.00%
<u>Planning Department</u>						
001	817	Planning Department	988,533	852,559	135,974	13.76%
Subtotal:			1,280,345	1,136,847	143,498	11.21%
<u>Office of Financial Stewardship</u>						
<u>Office of Management and Budget</u>						
001	130	Office of Management and Budget	674,550	664,130	10,420	1.54%
<u>Purchasing</u>						
001	140	Procurement	283,471	281,591	1,880	0.66%
001	141	Warehouse	98,791	98,791	0	0.00%
<u>Risk Management</u>						
501	132	Risk Management	233,664	195,428	38,236	16.36%
501	821	Workers Compensation Management / Insurance	2,792,275	2,754,882	37,393	1.34%
Subtotal:			4,082,751	3,994,822	87,929	2.15%
<u>Office of Economic Development & Business Partnerships</u>						
<u>Tourist Development</u>						
160	301	Administration	531,006	531,006	0	0.00%
160	302	Advertising	1,003,261	1,002,697	564	0.06%
160	303	Marketing	1,229,049	1,107,767	121,282	9.87%
160	304	Special Projects	310,000	130,349	179,651	57.95%
160	305	1 Cent Expenditures	5,826,547	263,038	5,563,509	95.49%
<u>Econ. Dev. / Intergovernmental Affairs</u>						
001	114	Econ. Dev. / Intergovernmental Affairs	469,488	454,687	14,801	3.15%
<u>M/W Small Business Enterprise</u>						
001	112	M/W Small Business Enterprise	223,199	165,390	57,809	25.90%
Subtotal:			9,592,550	3,654,934	5,937,616	61.90%
<u>Office of Public Services</u>						
<u>Library Services</u>						
001	240	Policy, Planning & OPS	845,101	845,101	0	0.00%
001	241	Public Library Services	2,462,550	2,291,303	171,246	6.95%
001	242	Collection Services	795,743	795,743	0	0.00%
001	243	Extension Services	2,408,405	2,287,731	120,674	5.01%
<u>Emergency Medical Services</u>						
135	185	Emergency Medical Services	13,886,432	13,605,153	281,279	2.03%
<u>Animal Services</u>						
140	201	Animal Services	1,174,642	1,073,428	101,214	8.62%
Subtotal:			21,572,873	20,898,460	674,413	3.13%

Leon County Government
FY 2014 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

<u>Fund</u>	<u>Org</u>	<u>Description</u>	<u>FY14</u> <u>Adj. Budget</u>	<u>FY14</u> <u>YTD Expend.</u>	<u>FY14 Budget</u> <u>\$ Balance</u>	<u>FY14 Budget</u> <u>% Balance Remaining</u>
<u>Office of Intervention & Detention Alternative</u>						
<u>County Probation</u>						
111	542	County Probation Division	1,103,946	1,058,943	45,003	4.08%
<u>Supervised Pretrial Release</u>						
111	544	Pretrial Release	974,124	952,164	21,960	2.25%
<u>Drug & Alcohol Testing</u>						
111	599	Drug and Alcohol Testing	183,833	183,833	0	0.00%
<u>FDLE JAG Grant Pretrial</u>⁴						
125	982059	FDLE JAG Grant Pretrial	124,995	106,732	18,263	14.61%
Subtotal:			2,386,898	2,301,672	85,226	3.57%
<u>Office of Human Services & Community Partnerships</u>						
<u>Veteran Services</u>						
001	390	Veteran Services	311,120	242,628	68,492	22.01%
<u>Volunteer Center</u>						
001	113	Volunteer Center	175,937	175,378	559	0.32%
<u>Housing Services</u>						
001	371	Housing Services	451,922	444,260	7,662	1.70%
161	808	Housing Finance Authority	271,002	136,891	134,111	49.49%
<u>Health & Human Services</u>						
001	370	Social Service Programs	5,015,869	4,761,819	254,050	5.06%
<u>Health Department</u>						
001	190	Health Department	237,345	231,345	6,000	2.53%
<u>Primary Health Care</u>						
001	971	Primary Health Care	1,861,136	1,353,937	507,199	27.25%
<u>SHIP 2008-2014</u>⁴						
124	932044	SHIP 2012-2015	28,015	28,015	0	0.00%
124	932045	SHIP 2013-2016	54,950	54,950	0	0.00%
124	932046	SHIP 2013-2015	168,640	0	168,640	100.00%
Subtotal:			8,575,935	7,429,223	1,146,712	13.37%
<u>Office of Resource Stewardship</u>						
<u>Cooperative Extension</u>						
001	361	Extension Education	541,844	492,941	48,903	9.03%
<u>Office of Sustainability</u>						
001	127	Office of Sustainability	267,685	228,365	39,320	14.69%
<u>Solid Waste</u>						
401	435	Landfill Closure	110,123	13,957	96,166	87.33%
401	437	Rural Waste Collection Centers	844,528	844,413	115	0.01%
401	441	Transfer Station Operations	5,728,284	5,728,284	0	0.00%
401	442	Landfill	1,907,513	1,907,513	0	0.00%
401	443	Hazardous Waste	513,490	513,082	408	0.08%
401	471	Residential Drop Off Recycling	97,467	76,155	21,312	21.87%
Subtotal:			10,010,934	9,804,710	206,225	2.06%
<u>Constitutional Officers</u>²						
<u>Clerk of the Circuit Court</u>						
110	537	Circuit Court Fees	414,527	414,527	0	0.00%
001	132	Clerk Finance	1,480,021	1,480,021	0	0.00%
<u>Property Appraiser</u>						
001	512	Property Appraiser	4,492,671	4,492,670	1	0.00%
<u>Sheriff</u>						
110	510	Law Enforcement	32,410,219	32,410,219	0	0.00%
110	511	Corrections	31,139,661	31,139,661	0	0.00%
125	864	Emergency Management ⁴	121,155	121,155	0	0.00%
130	180	Enhanced 911	1,106,375	1,106,375	0	0.00%
<u>Supervisor of Elections</u>³						
060	520	Voter Registration	2,023,328	2,023,328	0	0.00%
060	521	Elections	1,752,103	1,752,103	0	0.00%
060	525	SOE Grants ⁴	36,727	36,727	0	0.00%

Leon County Government

FY 2014 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

Fund	Org	Description	FY14	FY14	FY14 Budget	FY14 Budget
			Adj. Budget	YTD Expend.	\$ Balance	% Balance Remaining
Tax Collector						
001	513	General Fund Property Tax Commissions	4,278,000	4,257,694	20,306	0.47%
145	513	Fire Service Fee	34,770	33,448	1,322	3.80%
123	513	Stormwater Utility Non Ad-Valorem	66,901	66,900	1	0.00%
135	513	Emergency Medical Services MSTU	133,797	133,797	0	0.00%
162	513	Special Assessment Paving	6,600	6,183	417	6.32%
164	513	Sewer Services Killearn Lakes I and II	5,000	4,497	503	10.05%
401	513	Landfill Non-Ad Valorem	31,670	29,012	2,658	8.39%
		Subtotal:	79,533,526	79,508,320	25,206	0.03%
Judicial Officers						
Court Administration						
001	540	Court Administration	238,897	238,897	0	0.00%
001	547	Guardian Ad Litem	19,653	15,239	4,414	22.46%
110	532	State Attorney	108,655	99,767	8,888	8.18%
110	533	Public Defender	132,875	130,306	2,569	1.93%
110	555	Legal Aid	133,655	132,500	0	0.86%
114	586	Teen Court	158,529	146,210	0	7.77%
117	509	Alternative Juvenile Program	47,500	47,500	0	0.00%
117	546	Law Library	47,500	510	46,990	98.93%
117	548	Judicial/Article V Local Requirements	47,500	47,500	0	0.00%
117	555	Legal Aid	47,500	44,000	3,500	7.37%
		Subtotal:	982,264	902,429	79,835	8.13%
Non-Operating						
Line Item Funding						
001	888	Line Item Funding	1,080,559	1,059,559	21,000	1.94%
160	888	Council on Culture and Arts Regranting	639,000	589,000	50,000	7.82%
City of Tallahassee						
140	838	City Payment, Tallahassee (Parks & Recreation)	1,169,944	1,169,944	0	0.00%
145	838	City Payment, Tallahassee (Fire Fees)	6,671,716	6,671,716	0	0.00%
164	838	City Payment, Tallahassee (Killearn Lakes Sewer)	232,500	224,265	8,235	3.54%
Other Non-Operating						
001	278	Summer Youth Employment	74,265	68,007	6,258	8.43%
001	379	Youth Sports Teams	4,750	1,000	3,750	78.95%
001	820	Insurance Audit, and Other Expenses	942,106	806,124	135,982	14.43%
001	831	Tax Deed Applications	65,690	64,741	949	1.44%
110	508	Diversions Program	150,033	139,392	10,641	7.09%
110	620	Juvenile Detention Payment - State	1,285,289	712,053	573,236	44.60%
116	800	Drug Abuse	57,386	57,176	210	0.37%
145	843	Volunteer Fire Department	433,186	217,749	215,438	49.73%
131	529	800 MHZ System Maintenance	1,197,291	1,115,064	82,227	6.87%
502	900	Communications Control	502,690	341,928	160,762	31.98%
001	972	CRA-TIF PAYMENT	1,328,511	1,311,879	16,632	1.25%
Interdepartmental Billing						
		Countywide Automation	216,100	216,100	0	0.00%
		Indirects (Internal Cost Allocations)	-	-	0	100.00%
		Risk Allocations	1,057,766	1,057,266	500	0.05%
		Subtotal:	17,108,782	15,822,962	1,285,820	7.52%
Total Operating			184,118,646	172,270,662	11,847,984	6.43%
Total Non-Operating			17,108,782	15,822,962	1,285,820	7.52%
Total CIP			67,360,169	25,518,129	41,842,040	62.12%
Operating Grants			685,312	455,843	229,469	33.48%
Non Operating Grants			15,793,723	4,408,329	11,385,394	72.09%
Total Debt Service			9,035,307	8,946,385	88,922	0.98%
Total Reserves			12,359,220	0	12,359,220	100.00%
TOTAL NET EXPENDITURES:			306,461,160	227,422,311	79,038,849	25.79%

Notes:

1. The Blueprint budget was established to fund the salary and benefits for an employee who opted to be on the County's payroll. Total expenses for the position are reimbursed.
2. Expenses reflect budgeted transfers to the Constitutional Officers and do not reflect excess fees or unexpended funds returned to the Board as revenue, as required by the Florida Statute.
3. Expenditures reflect returned excess fees in the amount of \$670,940.
4. Operating Grants include Mosquito Control, DEP Storage Tank, SHIP, Emergency Management and Elections.

Leon County Government

FY 2014 Annual Performance and Financial Report

SUMMARY OF FUND BALANCE & RETAINED EARNINGS (unaudited)

Org	Fund Title	FY12	FY13	FY14	FY15	FY15
		Actuals (A)	Actuals (A)	Estimated Balance (B)	Appropriated Fund Balance (C)	Beginning Unreserved Fund Balance (D)
General & Fine and Forfeiture Funds						
001	General Fund (E)	32,260,401	38,154,281	37,267,093	5,306,561	31,960,532
110	Fine and Forfeiture Fund (E)	2,771,245	1,072,061	3,183,317	582,641	2,600,676
	Subtotal:	35,031,646	39,226,342	40,450,411	5,889,202	34,561,209
Special Revenue Funds						
106	County Transportation Trust Fund	4,573,157	5,427,126	4,058,826	0	4,058,826
111	Probation Services Fund	805,929	837,046	853,463	0	853,463
114	Teen Court Fund	160,385	148,155	95,412	57,342	38,070
116	Drug Abuse Trust Fund	10,836	12,054	2,067	0	2,067
117	Judicial Programs Fund	7,804	39,913	112,808	0	112,808
120	Building Inspection Fund (F)	726,101	1,116,240	1,532,947	12,208	1,520,739
121	Growth Management Fund (F)	947,700	1,083,043	1,287,889	544,415	743,474
122	Mosquito Control Fund (G)	17,899	17,899	N/A	N/A	N/A
123	Stormwater Utility Fund	870,700	1,100,965	1,504,615	0	1,504,615
124	SHIP Trust Fund	181	181	374,503	0	374,503
125	Grants	1,593,686	1,509,128	5,752,511	1,347,453	4,405,058
126	Non-Countywide General Revenue Fund	4,051,182	5,833,543	2,529,521	0	2,529,521
127	Grants (H)	172,681	151,681	931,492	35,276	896,216
130	9-1-1 Emergency Communications Fund (I)	498,046	751,935	1,166,317	0	1,166,317
131	Radio Communications Systems Fund (J)	576,864	152,188	8,240	0	8,240
135	Emergency Medical Services Fund	8,850,568	9,290,924	11,621,176	3,326,204	8,294,972
140	Municipal Services Fund	2,837,041	2,173,493	2,572,760	318,891	2,253,869
145	Fire Services Fund	461,994	584,503	859,528	0	859,528
160	Tourist Development Fund (1st- 3rd & 5th Cents) (K)	1,255,349	1,316,702	1,254,344	657,797	596,547
160	Tourist Development Fund (4th Cent) (K)	4,408,112	4,384,757	5,042,522	5,042,522	0
161	Housing Finance Authority Fund	896,829	738,522	650,421	238,000	412,421
162	Special Assessment Paving Fund	1,140,261	1,191,097	297,601	0	297,601
164	Killearn Lakes Unit I and II Sewer	3,025	1,213	2,162	0	2,162
165	Bank of America Building Operating Fund	2,599,522	1,599,279	1,448,039	1,056,146	391,893
166	Huntington Oaks Plaza Fund	489,477	32,012	103,609	25,092	78,517
	Subtotal:	37,955,328	39,493,599	44,062,774	12,661,346	31,401,428
Debt Service Funds						
211	Debt Service - Series 2003 A&B	20,016	314,793	314,830	314,793	37
216	Debt Service - Series 1998B (L)	142,788	254,981	0	0	0
220	Debt Service - Series 2004 (M)	126,836	127,098	214,782	800	213,982
222	Debt Service - 2014 (M)	N/A	N/A	0	0	0
	Subtotal:	289,641	696,872	529,612	315,593	214,019

Leon County Government

FY 2014 Annual Performance and Financial Report

SUMMARY OF FUND BALANCE & RETAINED EARNINGS (unaudited)

Org	Fund Title	FY12	FY13	FY14	FY15	FY15
		Actuals (A)	Actuals (A)	Estimated Balance (B)	Appropriated Fund Balance (C)	Beginning Unreserved Fund Balance (D)
Capital Projects Funds (N)						
305	Capital Improvements Fund (O)	42,596,263	30,149,467	25,925,969	13,348,432	12,577,537
306	Gas Tax Transportation Fund	2,759,818	2,913,468	2,783,016	2,140,649	642,367
308	Local Option Sales Tax Fund (P)	24,487,497	17,608,242	11,700,209	11,700,209	0
309	Local Option Sales Tax Extension Fund	8,123,267	10,801,248	11,572,508	11,572,508	0
311	Construction Series 2003 A&B Fund (Q)	159,818	159,475	N/A	N/A	N/A
318	1999 Bond Construction Fund	514,702	471,776	454,507	441,826	12,681
320	Construction Series 2005 Fund	836,491	662,332	0	0	0
321	Energy Savings Contract ESCO Capital Fund (Q)	19,961	20,155	N/A	N/A	N/A
330	9-1-1 Capital Projects Fund	2,298,982	1,808,058	1,974,563	0	1,974,563
341	Countywide Road District Fund - Impact Fee	2,029,339	2,022,112	1,995,248	1,704,398	290,850
343	NW Urban Collector Fund - Impact Fee	437,226	432,810	402,955	339,347	63,608
344	SE Urban Collector Fund - Impact Fee	493,100	158,803	96,983	0	96,983
	Subtotal:	84,756,463	67,207,946	56,905,958	41,247,369	15,658,589
Enterprise Funds						
401	Solid Waste Fund (R)	6,116,122	4,738,609	3,793,176	1,980,578	1,812,598
	Subtotal:	6,245,858	4,738,609	3,793,176	1,980,578	1,812,598
Internal Service Funds						
501	Insurance Service Fund (S)	2,234,940	1,734,075	1,562,394	0	1,562,394
502	Communications Trust Fund	53,359	87,028	122,960	0	122,960
505	Motor Pool Fund	15,242	12,341	45,677	0	45,677
	Subtotal:	2,303,541	1,833,444	1,731,030	0	1,731,030
	TOTAL:	166,582,477	153,196,811	147,472,960	62,094,088	85,378,872

Notes:

- A. Audited Fund Balance according to the Comprehensive Annual Financial Report.
- B. Unaudited Fund Balance and Retained Earnings. Balances may change pending final audit adjustments.
- C. Appropriated Fund Balance includes fund balance appropriated as a part of the budget process and FY14 carryforwards necessary to complete projects.
- D. Unreserved Fund Balance is the year ending FY14 estimated balance less the FY15 appropriated fund balance.
- E. The year ending fund balance for the General and Fine and Forfeiture Funds includes excess fees returned from the Constitutionals in the amount of \$3.2 million. The beginning unreserved fund balance includes the \$2.5 million catastrophe fund reserve.
- F. Revenues in the Building and Growth funds have begun to improve as the real estate and construction markets continue to show signs of growth.
- G. The Mosquito Control fund was closed at the end of FY12. All revenues and expenditures for this program are now reflected in the General Fund. This fund is used to separate grants that are interest bearing grants.
- H. This fund is used to separate grants that are interest bearing grants.
- I. Appropriated fund balance was moved to Fund 330 (911 Emergency Capital Projects Fund) for future capital projects as required by State Statute.
- J. The Radio Communications Systems Fund is used to account for the new radio system operating expenses. These funds were previously reflected in Fund 331.
- K. The Tourist Development Tax is reflected in two separate fund balances: with four cents supporting the Tourist Development Division marketing and promotion activities. One cent is dedicated towards the Performing Arts Center. The Board approved the levying of a 5th cent effective May 1, 2009.
- L. Final payment of refinancing was paid in fiscal year 2013 and the fund was closed in fiscal year 20114.
- M. Fund 222 was established to account for the debt service associated with the refinancing fo the non-taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 (Fund 220) with a bank loan.
- N. The Capital Projects balances are accumulated for purposes of funding projects that are often multi-year in nature. Balances reflected above are often programmed as part of the five year plan.
- O. The fund balance reflects the expenditure of capital reserves budgeted in FY14 as a "sinking fund" for maintaining existing County infrastructure.
- P. The reduction in fund balance reflects capital reserves budgeted in FY14 as a "sinking fund" for maintaining existing infrastructure associated with the initial local option tax. These funds will be expended by FY15.
- Q. Funds 311 and 321 were closed in fiscal year 2013.
- R. Amount reflected is unrestricted retained earnings.
- S. The final Fund Balance is pending actuarial adjustments. Adjustments tend to decrease the amount of fund balance due to outstanding workers' compensation claims.

Leon County Government

FY 2014 Annual Performance and Financial Report

CAPITAL IMPROVEMENT PROGRAM SUMMARY

Project Service Types	# of Projects	% of CIP Budget	Adjusted Budget	YTD Activity	% of Budget Committed	Project Balance
Culture and Recreation	18	6.6%	4,418,767	2,630,023	59.5%	1,788,744
General Government	36	16.3%	10,971,815	7,116,621	64.9%	3,855,194
Health and Safety	8	10.9%	7,317,729	2,670,243	36.5%	4,647,486
Physical Environment	29	25.6%	17,228,302	4,373,734	25.4%	12,854,569
Transportation	20	40.7%	27,423,556	8,727,508	31.8%	18,696,048
TOTAL	111	100%	\$67,360,169	\$25,518,129	37.9%	\$41,842,040

Notes: Projects listed in the report were fully funded in FY 2014. All unspent capital project funds were carry forward into the FY 2015 budget in order to complete the project.

1. Culture and Recreation: A total of 59.5% of the funding for capital projects in Culture and Recreation was expended. This includes the purchase of property for the Northeast Community Park, improvements to the Apalachee Regional, Fort Braden Community, Miccosukee Community and Stoneler Road parks. Funding was also used for the capital maintenance on County Parks and Greenways.

2. General Government: A total of 64.9% of the funding for capital projects in General Government was expended. This includes elevator upgrades, vehicle replacements, and Courthouse and Leon County Government Annex building renovations and repairs. Funding was also used for the Business Incubator and technology improvements to the County such as data wiring, network upgrades, and election equipment.

3. Health and Safety: A total of 36.5% of the funding for capital projects in Health and Safety was expended. This includes repairs to the Jail, final expenditures for the Public Safety complex, and equipment purchases for Emergency Medical Services

4. Physical Environment: A total of 25.4% of the funding for capital projects in Physical Environment was expended. This includes the Lafayette Street Stormwater improvements, as well as funding for GIS incremental basemap updates, water quality enhancements, stormwater pond repairs and vehicle replacements.

5. Transportation: A total of 31.8% of the funding for capital projects in Transportation was expended. This includes Sidewalk construction, as well as Transportation and Stormwater Improvements, Arterial/Collector and Local roads resurfacing and Intersection Safety Improvements.

Leon County Government**FY 2014 Annual Performance and Financial Report****CULTURE AND RECREATION**

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
045001	Apalachee Parkway Regional Park	480,539	475,839	99.0%	4,700
046008	Athletic Field Lighting	172,866	-	0.0%	172,866
042005	Fort Braden Community Park Renovations	49,051	48,583	99.0%	468
043007	Fred George Park	71,132	24,400	34.3%	46,732
046009	Greenways Capital Maintenance	191,678	186,231	97.2%	5,447
076011	Library Services Technology	40,426	34,405	85.1%	6,021
086053	Main Library Improvements	155,325	55,281	35.6%	100,044
044002	Miccosukee Community Park	663,779	501,748	75.6%	162,031
044003	Miccosukee Greenways	28,675	-	0.0%	28,675
044001	Northeast Community Park	448,000	344,594	76.9%	103,406
046007	New Vehicles and Equipment	33,633	16,628	49.4%	17,005
043008	Okeeheepkee Prairie Park	756,638	19,837	2.6%	736,801
046001	Parks Capital Maintenance	744,263	690,851	92.8%	53,412
046006	Playground Equipment Replacement	137,902	122,238	88.6%	15,664
047001	St. Marks Headwaters	198,944	-	0.0%	198,944
043010	Stoneler Road Park	145,916	109,389	75.0%	36,528
041002	Woodville Community Park	100,000	-	0.0%	100,000
TOTAL CULTURE AND RECREATION		\$4,418,767	\$2,630,023	59.5%	\$1,788,744

GENERAL GOVERNMENT

086011	Architectural & Engineering Services	69,273	25,412	36.7%	43,861
086069	Business Incubator	250,000	240,279	96.1%	9,721
096019	Capital Grant Match	81,205	-	0.0%	81,205
086054	Centralized Storage Facility	96,773	34,707	35.9%	62,066
086017	Common Area Furnishings	20,000	16,058	80.3%	3,942
086062	Community Services Building Renovations	200,000	27,485	13.7%	172,515
086027	Courthouse Renovations	30,000	-	0.0%	30,000
086024	Courthouse Repairs	1,226,325	968,429	79.0%	257,896
086016	Courthouse Security	18,202	13,068	71.8%	5,134
086007	Courtroom Minor Renovations	115,894	45,404	39.2%	70,490
076023	Courtroom Technology	145,675	43,301	29.7%	102,374
076003	Data Wiring	25,000	17,465	69.9%	7,535
076004	Digital Phone System	431,807	431,757	100.0%	50
076063	E-filing System for Court Documents	158,200	11,981	7.6%	146,219
096015	Election Equipment	3,296,161	2,225,038	67.5%	1,071,123
086037	Elevator Generator Upgrades	456,488	317,219	69.5%	139,269
086041	Energy & Resource Conservation Improvements	136,973	131,418	95.9%	5,555
096063	Fairgrounds Sense of Place Initiatives	50,000	-	0.0%	50,000
076008	File Server Maintenance	434,757	401,195	92.3%	33,562
076001	Financial Hardware and Software	54,588	-	0.0%	54,588
026003	General Vehicle & Equipment Replacement	455,193	298,949	65.7%	156,244
076055	Growth Management Technology	12,208	-	0.0%	12,208
083002	Lake Jackson Town Center	100,000	-	0.0%	100,000
083068	Lake Jackson Town Center Sense of Place Initiative	100,000	77,681	77.7%	22,319
086025	Leon County Government Annex Building	1,904,986	846,051	44.4%	1,058,935
076064	MIS Data Center/ Elevator Halon System	70,000	-	0.0%	70,000
076018	Network Backbone Upgrade	80,000	79,316	99.1%	685
086033	Parking Lot Maintenance	286,218	279,475	97.6%	6,743
076051	Public Defender Technology	25,000	25,000	100.0%	-
076061	Records Management	84,119	57,639	68.5%	26,480
076047	State Attorney Technology	45,748	41,070	89.8%	4,678
076005	Supervisor of Elections Technology	30,000	30,000	100.0%	-
076022	Technology in the Chambers	157,134	156,679	99.7%	455
076024	User Computer Upgrades	253,641	247,887	97.7%	5,754
086065	Welcome Center Roof Replacement	30,000	7,182	23.9%	22,818
076042	Work Order Management	40,247	19,474	48.4%	20,773
TOTAL GENERAL GOVERNMENT		\$10,971,815	\$7,116,621	64.9%	\$3,855,194

Leon County Government

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HEALTH AND SAFETY

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
096008	Emergency Medical Services Facility	934,368	384,615	41.2%	549,753
076058	Emergency Medical Services Technology	16,774	13,786	82.2%	2,988
026014	EMS Vehicle & Equipment Replacement	734,212	(242,357)	-33.01%	976,569
086031	Jail Roof Replacement	3,342,061	1,114,412	33.3%	2,227,649
086067	Medical Examiner Facility	50,000	12,175	24.4%	37,825
096016	Public Safety Complex	2,013,653	1,268,087	63.0%	745,566
086042	Sheriff Heliport Building	175,000	119,525	68.3%	55,475
096002	Volunteer Fire Departments	51,661	-	0.0%	51,661
TOTAL HEALTH AND SAFETY		\$7,317,729	\$2,670,243	36.5%	\$4,647,486

PHYSICAL ENVIRONMENT

067002	Blueprint 2000 Water Quality Enhancements	809,850	45,995	5.7%	763,855
064005	Bradfordville Pond 4 Outfall Stabilization	757,234	614,589	81.2%	142,645
076009	Geographic Information Systems	276,153	152,599	55.3%	123,554
076060	GIS Incremental Basemap Update	298,500	298,500	100.0%	-
062005	Gum Road Target Planning Area	2,148,474	1,245	0.1%	2,147,229
064001	Killearn Acres Flood Mitigation	452,361	20,195	4.5%	432,166
064006	Killearn Lakes Stormwater	1,344,408	718,336	53.4%	626,072
065001	Lafayette Street Stormwater	2,166,142	1,661,774	76.7%	504,368
062001	Lake Munson Restoration	268,146	625	0.2%	267,521
062002	Lakeview Bridge	760,389	8,034	1.1%	752,355
036040	Landfill Gas Analyzer	10,270	10,270	100.0%	1
036002	Landfill Improvements	187,859	13,398	7.1%	174,461
063005	Lexington Pond Retrofit	4,822,953	247,529	5.1%	4,575,424
062004	Longwood Subdivision Retrofit	223,578	233	0.1%	223,345
045007	Pedrick Road Pond Walking Trail	304,104	41,629	13.7%	262,475
076015	Permit & Enforcement Tracking System	226,999	9,025	4.0%	217,974
036033	Rural/Hazardous Waste Vehicle and Equipment Replacement	35,204	4,808	13.7%	30,396
036013	Scale/Scalehouse	81,000	-	0.0%	81,000
036003	Solid Waste Heavy Equipment/Vehicle Replacement	85,000	79,397	93.4%	5,603
036028	Solid Waste Master Plan	100,000	-	0.0%	100,000
036041	Solid Waste Pre-Fabricated Buildings	18,750	-	0.0%	18,750
036008	Solid Waste Technology Enhancements	69,471	69,471	100.0%	-
066026	Stormwater Pond Repairs	75,124	51,635	68.7%	23,489
066003	Stormwater Structure Inventory and Mapping	757,514	-	0.0%	757,514
026004	Stormwater Vehicle & Equipment Replacement	442,782	215,615	48.7%	227,167
066004	TMDL Compliance Activities	100,000	-	0.0%	100,000
036010	Transfer Station Heavy Equipment	132,251	97,878	74.0%	34,373
036023	Transfer Station Improvements	273,786	10,954	4.0%	262,832
TOTAL PHYSICAL ENVIRONMENT		\$17,228,302	\$4,373,734	25.4%	\$12,854,569

Leon County Government

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TRANSPORTATION

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
026015	Arterial/Collector Roads Pavement Markings	135,200	133,331	98.6%	1,869
056001	Arterial/Collector Resurfacing	5,671,494	2,587,091	45.6%	3,084,403
054003	Bannerman Road	538,028	134,861	25.1%	403,167
054010	Beech Ridge Trail Extension	581,538	84,441	14.5%	497,097
056005	Community Safety & Mobility	1,876,158	285,978	15.2%	1,590,180
026010	Fleet Management Shop Equipment	55,000	33,994	61.8%	21,006
056007	Florida DOT Permitting Fees	50,000	2,033	4.1%	47,967
057001	Intersection and Safety Improvements	6,802,179	926,379	13.6%	5,875,800
055005	Lafayette Street Construction	62,498	62,498	100.0%	-
057005	Local Road Resurfacing	948,277	546,800	57.7%	401,477
051006	Natural Bridge Road	44,255	944	2.1%	43,311
053003	North Monroe Turn Lane	1,736,912	38,074	2.2%	1,698,838
026006	Open Graded Cold Mix Stabilization	784,147	642,383	81.9%	141,764
056011	Public Works Design & Engineering Services	60,000	21,846	36.4%	38,155
026005	Public Works Vehicle & Equipment Replacement	834,524	509,758	61.1%	324,766
053002	Pullen Road at Old Bainbridge Road	916,767	32,225	3.5%	884,542
056013	Sidewalk Program	1,000,000	648,085	64.8%	351,915
051007	Springhill Road Bridge	190,224	-	0.0%	190,224
053005	Talpeco Road & Highway 27 North	226,928	180,277	79.4%	46,651
056010	Transportation and Stormwater Improvements	4,909,427	1,856,511	37.8%	3,052,916
TOTAL TRANSPORTATION		\$27,423,556	\$8,727,508	31.8%	\$18,696,048

Leon County Government
FY 2014 Annual Performance and Financial Report

GRANTS PROGRAM SUMMARY

The County utilizes grants to fund a number of programs and activities in Leon County. As reflected in the table below, the County is currently administering approximately \$16.4 million in grant funding. As grants often cross multiple fiscal years, it is not uncommon to see the actual expenditures for a fiscal year less than the total funding available. All balances are carried into the subsequent fiscal year consistent with all grant award requirements.

Most grants are accepted by the Board of County Commissioners and placed within one of three funds, Fund 124 (SHIP Grants), Fund 125 (Reimbursement Grants) and Fund 127 (Interest Bearing Grants). While placed in a Grants Fund, a program budget can be a federal or state authorization, a contractual arrangement between two governing bodies, a contract between the County and a non-governmental entity, a method to keep a specific revenue source separate from operating budgets, or a pure grant award.

Some programs are anticipated as part of the regular budget process: Mosquito Control, the Underground Storage Tank Program, the FDLE Justice Assistance Grant (JAG), the Department of Health Emergency Medical Grant, and the Emergency Management Base Grant. These grant funds are administered within various County department operating budgets, and are reported in the expenditure section of the annual report.

The Grants Program is cooperatively monitored by department program managers, the Grants Coordinator, and the Clerk's Finance Division. The Grant Coordinator monitors all aspects of these grants, particularly block grants. Program Managers in conjunction with the Grants Coordinator often pursue grants independently and administer grants throughout the year. The Grants Coordinator and the Clerk's Finance Division monitor overall expenditures and revenues as well as coordinate the year-end close-out and carry forward processes with all grant funded programs.

The County also leverages additional funding for the providers of health care in our community. For FY 14 the County used \$508,198 to leverage an additional \$1,324,151 that goes directly to the health care providers.

Budget by Administering Department

Department	% of Total Grants	FY14 Budget	FY14 Expended	Balance
Dev. Sup. & Environmental Management	0.97%	160,516	144,992	15,524
Facilities Management	1.29%	211,882	182,394	29,488
Financial Stewardship	9.33%	1,536,886	442,469	1,094,417
Public Services	3.25%	536,013	304,456	231,557
Library Services	2.48%	409,186	69,252	339,934
Human Services and Community Partnerships	6.39%	1,052,731	260,197	792,535
Resource Stewardship	0.24%	39,400	-	39,400
Public Works	72.33%	11,919,718	3,064,803	8,854,915
Intervention & Detention Alternatives	2.21%	364,726	245,006	119,720
Judicial	0.22%	36,822	29,448	7,374
Constitutional	0.74%	121,155	121,155	-
Miscellaneous	0.55%	90,000	-	90,000
SUBTOTAL:	100%	16,479,035	4,864,172	11,614,864
Minus Operating/Transfers Grants		685,312	455,843	229,469
TOTAL		15,793,723	4,408,329	11,385,395

Leon County Government

FY 2014 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
Development Support & Environment Management					
934013*	Wildlife Preservation	Payment for the planting of trees which can not be practically planted on development sites - used to fund animal rehabilitation agencies	2,415	-	100.0%
866	DEP Storage Tank Program	Annual inspections of petroleum storage tank facilities, tank removals and abandonments (operating)	158,101	144,992	8.3%
Subtotal:			160,516	144,992	9.7%
Facilities Management					
915058	Community Foundation of North Florida	Donation providing for the annual placement of a wreath at the WWII Memorial	750	-	100.0%
305-083001	Lake Jackson Branch Library	Library construction grant from the Florida Department of State	211,132	182,394	13.6%
Subtotal:			211,882	182,394	13.9%
Financial Stewardship					
916016	Big Bend Scenic Byway	Phase 1 of the development of a series of improvements along the Big Bend Scenic Byway	53,950	-	100.0%
932060	CDBG Disaster Recovery - Admin	Program funding to support administration of CDBG Disaster Recovery Grant	14,993	-	100.0%
932066	CDBG Disaster Recovery Franklin Blvd	Program funding for hazard mitigation activities on Franklin Blvd - sub-agreement with the City of Tallahassee	171,738	-	100.0%
932069	DREF-Oakridge Flooded Property Acquisition	Program funding to purchase flood prone homes from LMI residents	167,523	112,560	32.8%
932070	DREF-Lakeside Flood control	Program funding for hazard mitigation activities at the Lakeside community	155,000	49,895	67.8%
932071	DREFCapital Cascades Flood control	Program funding for hazard mitigation activities at Capital Cascades	4,416	-	100.0%
932072	CDBG Disaster Recovery - HOPE Community	Program funding for hazard mitigation activities at the HOPE Community	317,304	275,654	13.1%
932073	CDBG Disaster Recovery - Lakeside	Program funding for hazard mitigation activities at the Lakeside community	647,211	-	100.0%

Leon County Government
FY 2014 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
962014	Communities for a Lifetime	Funding from the Florida Department of Elder affairs to purchase equipment for computer literacy training for elders	4,751	4,360	8.2%
Subtotal:			1,536,886	442,469	71.2%

Public Services

Emergency Medical Services

961043*	DOH-EMS Match M1072	Funds to provide CPR training and educational resources .	2,558	2,491	2.6%
961044*	DOH-EMS Match M2006	Funds to provide CPR training and educational resources to minority populations .	21,333	21,184	0.7%
961045*	EMS Equipment	Equipment for EMS	60,038	26,229	56.3%
961046	FDOT Safe Routes To School	Value of trailer and bicycle equipment donated to the County through the DOT Safe Routes to School program	24,673	-	100.0%
961047*	DOH-EMS Match M3099	Funding from the Florida Department of Health to provide cardio pulmonary resuscitation (CPR) rally/training	41,500	-	100.0%
961048*	DOH-EMS Match M3100	Funding from the Florida Department of Health to purchase automated external defibrillators (AED's)	22,625	-	100.0%
961049*	DOH-EMS Match M3101	Funding from the Florida Department of Health to assist the start-up costs of a Community Paramedic Program	76,980	-	100.0%
961080	EMS Homeland Security	Domestic Security Grant to purchase equipment that will support the Division of EMS in response to mass causality incidents	286,306	254,552	11.1%
Subtotal			536,013	304,456	43.2%

Public Services

Library Services

912013	E-Rate	Federal Communications Commission funding for the purchase of Internet access computers and related charges	11,998	4,862	59.5%
913023	Patron Donations	Individual patron donations designated for particular use within the library system	54,847	30,079	45.2%
913024	Capelouto Donation	Donation to the library to purchase Holocaust material	10,000	3,225	67.8%
913045	Friends-Literacy	Annual donation in support of basic literacy	29,823	8,725	70.7%
913115*	Friends Endowment	Endowment funds from Friends of the Library, a 501 (c)(3) support group	130,671	5,126	96.1%
913200*	Van Brunt Library Trust	Proceeds from the Caroline Van Brunt estate dedicated to the Library	171,847	17,235	90.0%

Leon County Government

FY 2014 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
Subtotal			409,186	69,252	83.1%

Human Services and Community Partnerships

Health & Human Services

Housing

124-932044	SHIP 2012-2015	Affordable housing (operating)	28,015	28,015	0.0%
124-932045	SHIP 2013-2016	Affordable housing (operating)	54,950	54,950	0.0%
124-932046	SHIP 2013-2015	Affordable housing (operating)	168,640	-	100.0%
932014	Housing Services Home Expo	Funds to provide home maintenance education for all housing rehabilitation clients through Leon County Housing Department's Home Expo workshops	315	-	100.0%
932015	Florida Hardest Hit Program	Funding to provide foreclosure prevention assistance to program eligible residents	12,436	12,436	0.0%
932016	Florida Hardest Hit Program	Funding to provide foreclosure prevention assistance to program eligible residents	25,000	15,358	38.6%
932074	Disaster Recovery single Family roof replacement	CDBG Disaster Recovery funding to replace substandard roofs on LMI owner occupied homes	200,000	146,667	26.7%
932076	DREF single family roof replacement program	CDBG Disaster Recovery Enhancement funding to replace substandard roofs on LMI owner occupied homes	560,500	-	100.0%
Volunteer Services					
915040	Hands On Grant	Develops Family Friendly volunteer projects in the areas of education, environment, and the economy	1,394	1,393	0.1%
915041	The Mission Continues	Funds to support materials and supplies to complete day of service projects	642	640	0.3%
915056	Points of Light	Incentive as an affiliate of the Points of Light Foundation	840	738	12.1%
Subtotal:			1,052,731	260,197	75.3%

Resource Stewardship

Sustainability

917015	Sustainable Communities Tag Grant	Funding from the Florida Department of Economic Opportunity to host the 2015 Sustainable Communities Summit	25,000	-	100.0%
Cooperative Extension					
914014	Federal Forestry	Funds educational activities relating to forestry - this is a percentage of the total allocation with the remaining going to Public Works Transportation Trust Fund	1,026	-	100.0%

Leon County Government

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Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
914015	Title III Federal Forestry	Funds search, rescue, and emergency services on federal land as well as fire prevention and forest related educational opportunities	13,374	-	100.0%
Subtotal:			39,400	-	100.0%

Public Works

916017	Big Bend Scenic Byway	Phase 2 of the development of a series of improvements along the Big Bend Scenic Byway	766,690	-	100.0%
214	Mosquito Control	Mosquito control activities (operating)	29,457	-	100.0%
921053*	Tree Bank	Payment for the planting of trees which can not be practically planted on development sites	65,367	1,103	98.3%
001000*	Side Walks District 1		13,073	-	100.0%
002000*	Side Walks District 2		23,127	-	100.0%
003000*	Side Walks District 3	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	65,717	-	100.0%
004000*	Side Walks District 4		51,453	-	100.0%
005000*	Side Walks District 5		5,997	-	100.0%
053002	Pullen-Old Brainbridge intersection	Capacity fee	292,903	-	100.0%
053003	North Monroe Turn Lane	Joint Project Agreement with Florida DOT	939,737	59,339	93.7%
054003	Bannerman - Thomasville to Meridian	COT Reimbursement	2,049,843	102,971	95.0%
054010	Beechridge Trail	Capacity fee	246,662	-	100.0%
057001	Intersection & Safety Improvements	Capacity fee	361,300	-	100.0%
057008	SR 20 / Geddie Road Project	LAP Agreement with Florida DOT	225,000	-	100.0%
065001	Lafayette St. Stormwater	LAP Agreement with Florida DOT	864,995	864,995	0.0%
916027	Lanier St./Horace Rd. slope stabilization	NRCS Slope Stabilization grant	213,395	165,286	22.5%
918001	Southwood payment - Woodville Hwy	Proportional share	151,001	100,823	33.2%
306-055009	Miccosukee Road Improvements	LAP Agreement with Florida DOT	375,000	217,114	42.1%
309-065001	Lafayette St. COT	Lafayette St. Improvement agreement with City of Tallahassee	723,806	723,806	0.0%

Leon County Government

FY 2014 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
921043	Boating Improvement	State funding for boating improvements - Completed Reeves Landing, Lake Talquin Restrooms, New Cypress Landing; Rhoden Cove is pending	88,429	4,504	94.9%
43007	Fred George Greenway	Development of the Fred George Park	1,087,774	404,935	62.8%
44003	Miccosukee Canopy Road Greenway	Construction/trail improvements on the Miccosukee Canopy Road Greenway	405,454	333,466	17.8%
47001	St. Marks Greenway	Development of the St. Marks Greenway	1,510,954	46,343	96.9%
921116*	Miccosukee Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	7,892	-	100.0%
921126*	Chaires Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	11,843	-	100.0%
921136*	Woodville Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	25,256	951	96.2%
921146*	Fort Braden Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	22,811	-	100.0%
921156*	Bradfordville Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	11,112	-	100.0%
921166*	Lake Jackson Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities. (initial revenue of \$4,740)	4,599	-	0.0%

Leon County Government

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Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
926105	Robinson Road Flood Relief	Legislative appropriation through the Fl. Department of Environmental Protection. This funding will provide flood relief for five property owners	350,000	-	0.0%
926155	Woodville Heights Sewer Project	Legislative appropriation through the Fl. Department of Environmental Protection. This funding allows for a topographic survey of the Woodside Heights subdivision to prepare for construction funds and to provide education and outreach to the property owners regarding the benefits of connecting to central sewer	75,000	-	0.0%
932075	DREF - Autumn Woods	Program funding to improve the current stormwater and drainage in the Autumn Woods subdivision because of chronic flooding issues during heavy rain events	725,937	39,167	94.6%
009009	Significant Benefit District 2	Fee paid by developers to County for road and safety improvements	65,635	-	100.0%
00912	Significant Benefit District 4	Fee paid by developers to County for road and safety improvements	62,499	-	100.0%
Subtotal:			11,919,718	3,064,803	74.3%

Intervention and Det. Alternatives

Supervised Pre-trial Release

982059	FDLE JAG Grant Pretrail FY 14	Funding for positions in the GPS and drug/alcohol testing programs (operating)	124,995	106,732	14.6%
915013	Slosberg-Driver's Education	A program that funds organizations providing driver education	239,731	138,274	42.3%
Subtotal			364,726	245,006	32.8%

Judicial

943084	DCF - Drug Court Grant	Testing and treatment cost relating to Adult Drug Court	36,822	29,448	20.0%
Subtotal:			36,822	29,448	20.0%

Constitutionals

Sheriff

864	Emergency Management Base Grant	Emergency management activities (operating)	121,155	121,155	0.0%
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Leon County Government

FY 2014 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY14 Budget	FY14 Spent	% Unspent
Subtotal:			121,155	121,155	0.0%
Miscellaneous					
991	Grant Match Funding	Funding set aside to meet grant requirements - the beginning budget was \$90,000, the current budget reflects the drawdown of grant match funds during the year	90,000	-	100.0%
Subtotal:			90,000	-	100.0%
SUBTOTAL:			16,479,035	4,864,172	70.5%
Minus Operating/Transfers			685,312	455,843	33.5%
TOTAL			15,793,723	4,408,329	72.1%

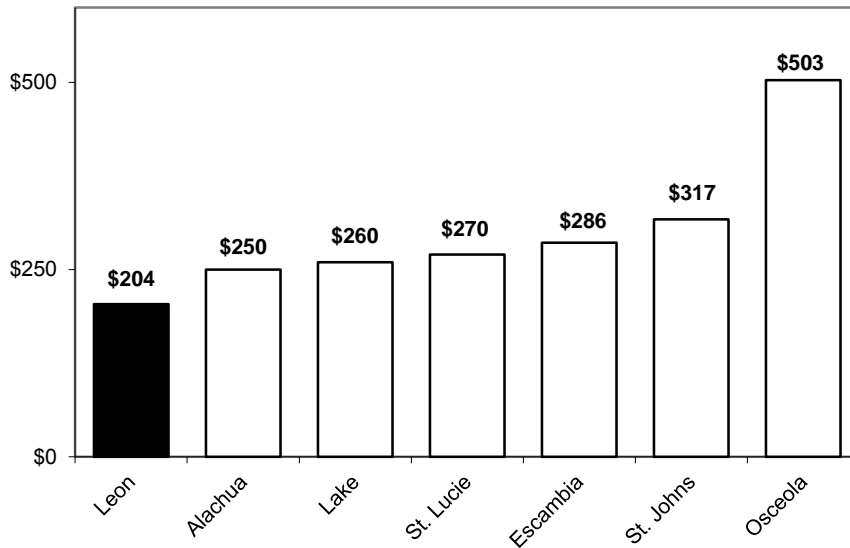
Leon County Government

FY 2014 Annual Performance and Financial Report

Comparative Data for Like-Sized Counties*

Total Net Budget (FY14)

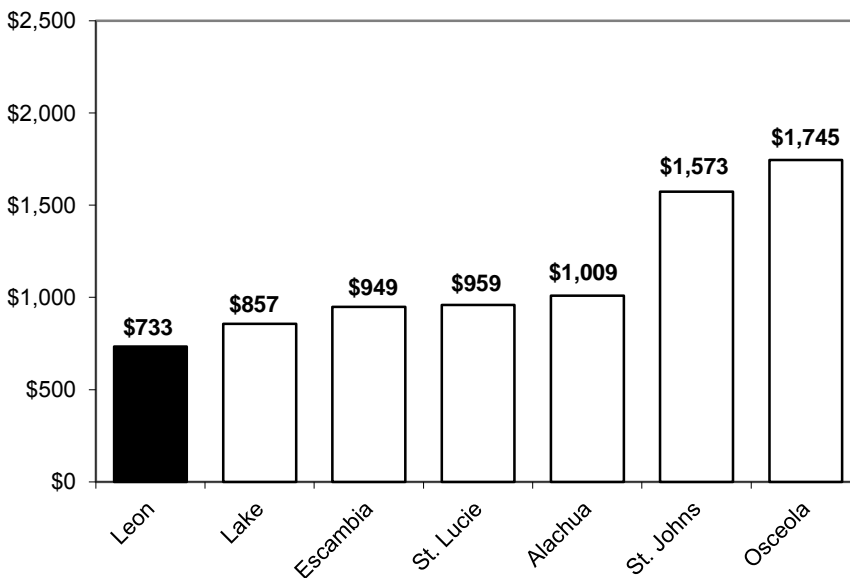
Millions



Leon County ranks lowest in operating budget among like-sized counties, with a net budget of \$204 million. Alachua County's net budget is 22.5% higher than Leon County's.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Net Budget Per Countywide Resident (FY14)



Leon County is the lowest for dollars spent per county resident. Osceola County spends more than two and a half times the amount per resident than Leon County. The next closest County's net budget per capita is 17% higher than Leon County's (Lake County).

* Comparative Counties updated based on 2012 population estimates.
Source: University of Florida, Bureau of Economic and Business Research, 11/1/2012.

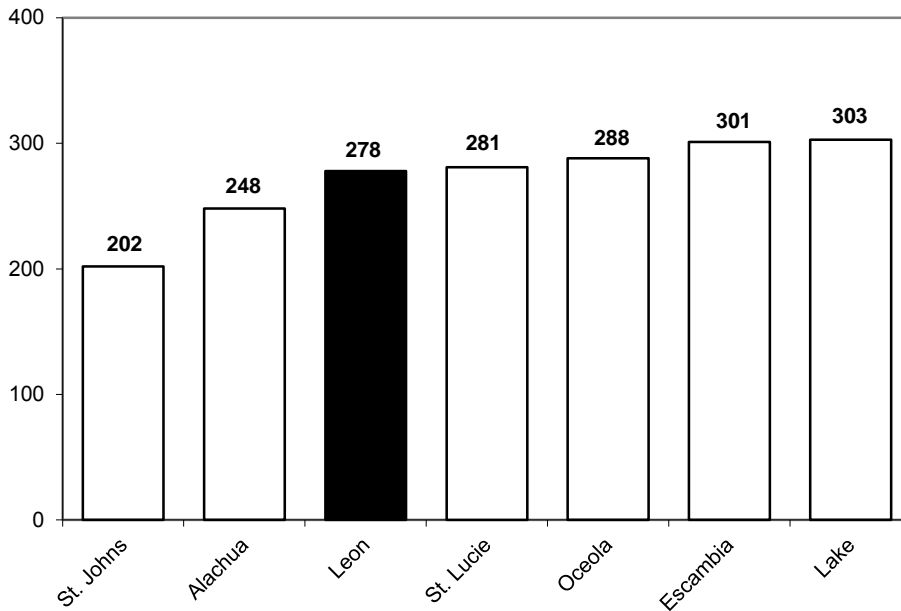
Leon County Government

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Comparative Data for Like-Sized Counties

Countywide Population (2013)

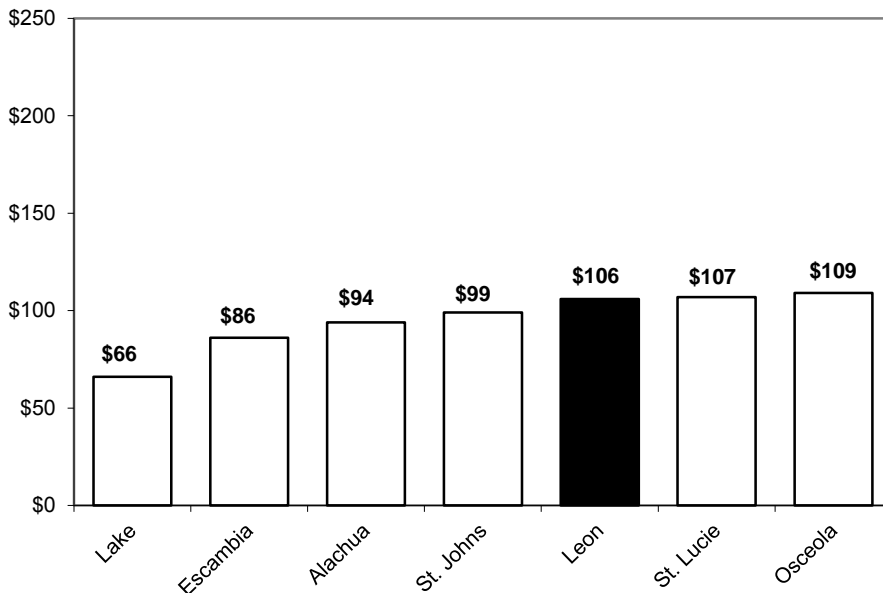
Thousands



The Florida Bureau of Economic and Business Research estimated the Leon County 2013 population at 278,377 residents. The selection of comparative counties is largely based on population served.

Anticipated Ad Valorem Tax Collections (FY14)

Millions



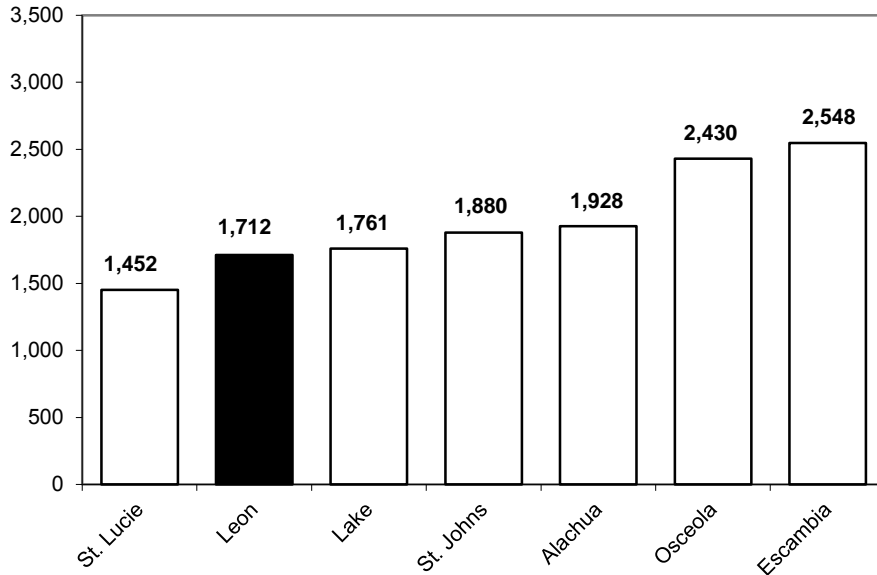
Among the like-sized counties, Leon County collects \$106 million in ad valorem taxes. Leon County collects \$11 million more than the mean collection (\$95 million). Due to the 2008 passage of property tax reform by referendum and enabling legislative actions, ad valorem tax collections rates were significantly impacted in all counties. In addition, decreased property valuations associated with the recession and a repressed housing market will further effect collections in the near term. Ad valorem taxes account for 50% of the County's operating revenue.

Leon County Government

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Comparative Data for Like-Sized Counties*

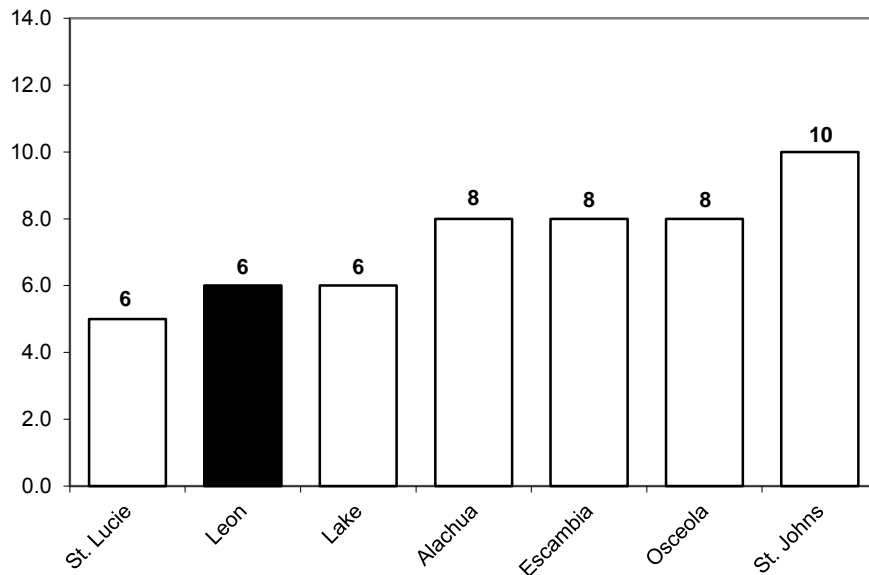
Total Number of County Employees (FY14)



County employees consist of Board, Constitutional, and Judicial Offices. Leon County has the second lowest number of county employees among like-size counties.

All comparable counties surveyed reported either the same or fewer employees than in FY13 except for Alachua, Osceola, and Escambia Counties. This is largely attributed to property tax reform followed by the recession which has impacted county revenues and services.

County Employees per 1,000 Residents (FY14)



Leon County has a ratio of 6 employees for every thousand County residents, tied with Lake County for second in lowest per capita employees.

* Comparative Counties updated based on 2012 population estimates.
Source: University of Florida, Bureau of Economic and Business Research, 11/1/2012

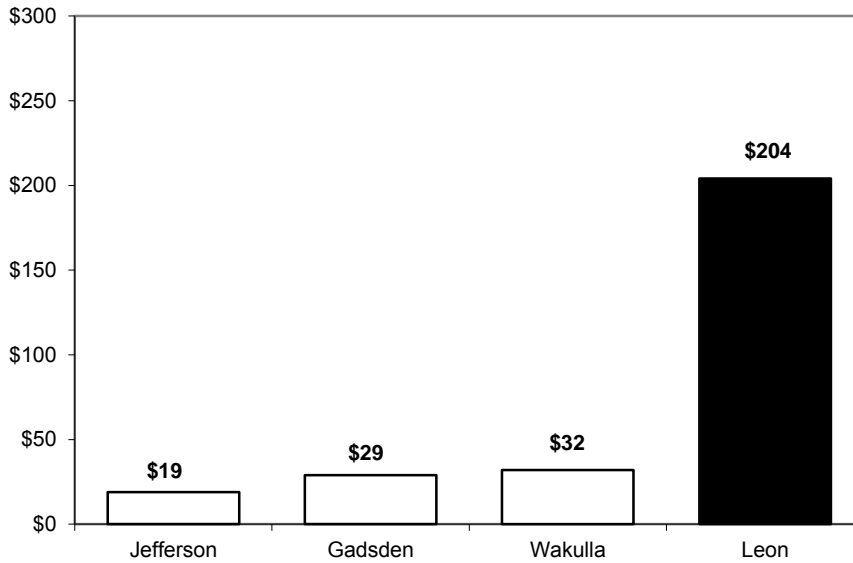
Leon County Government

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Comparative Data for Surrounding Counties

Total Net Budget (FY14)

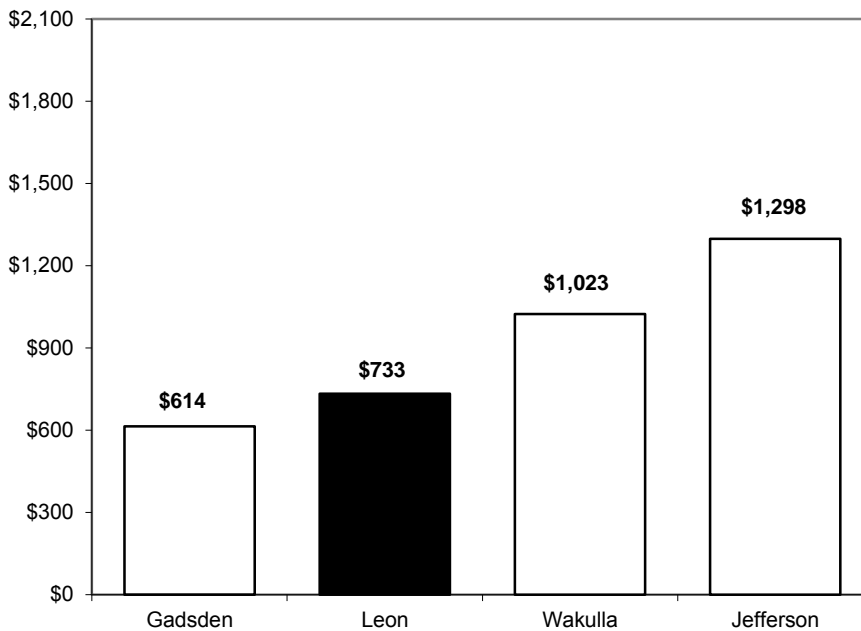
Millions



Leon County ranks highest in operating budget among surrounding counties, with a net budget of \$204 million. Jefferson County ranks lowest with a net budget of \$19 million.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Net Budget Per Countywide Resident (FY14)



Leon County is the second lowest for dollars spent per county resident. Gadsden County spends 16% less, while Jefferson County spends 77% more per county resident.

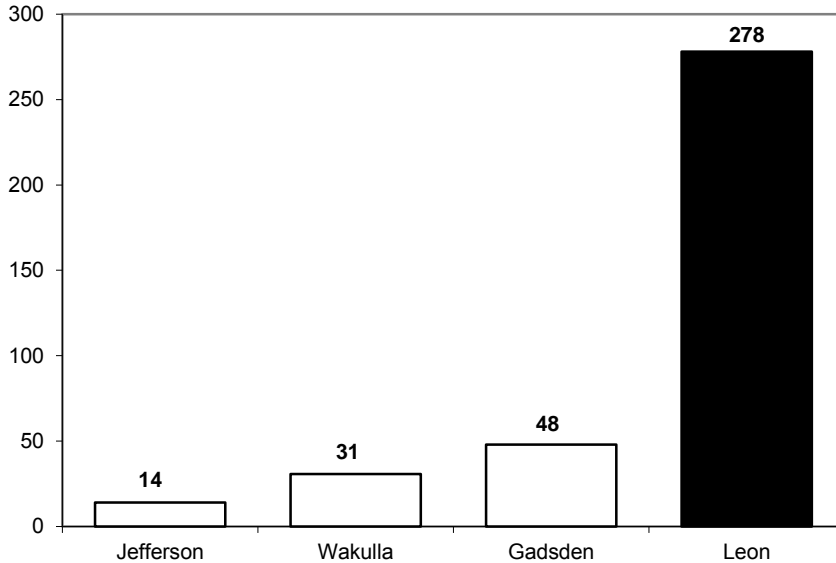
Leon County Government

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Comparative Data for Surrounding Counties

Countywide Population (2013)

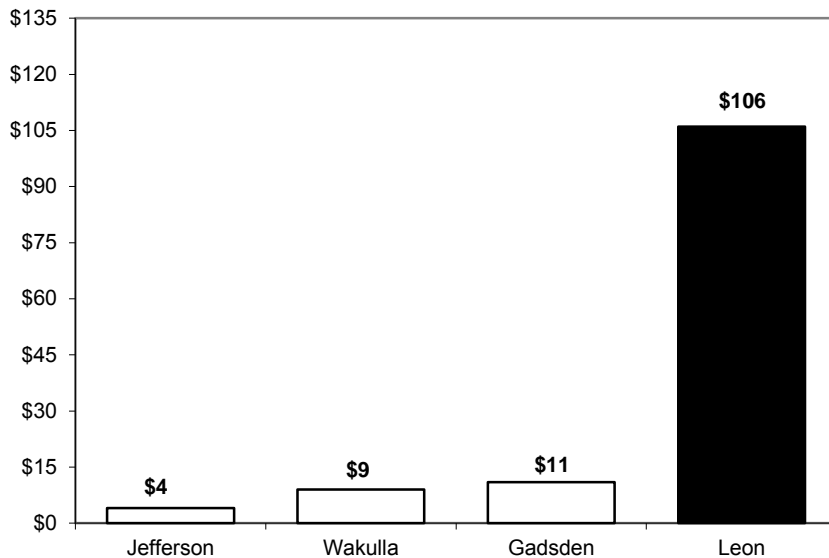
Thousands



The Florida Bureau of Economic and Business Research estimated the 2013 Leon County population at 278,377. Leon County has approximately 230,000 more residents than neighboring Gadsden County which has the next highest population. Of the surrounding counties, Gadsden has the highest projected population growth rate since the 2010 census at 2.5% compared to Leon (2%), Wakulla (0%), and Jefferson (-1%).

Anticipated Ad Valorem Tax Collections (FY14)

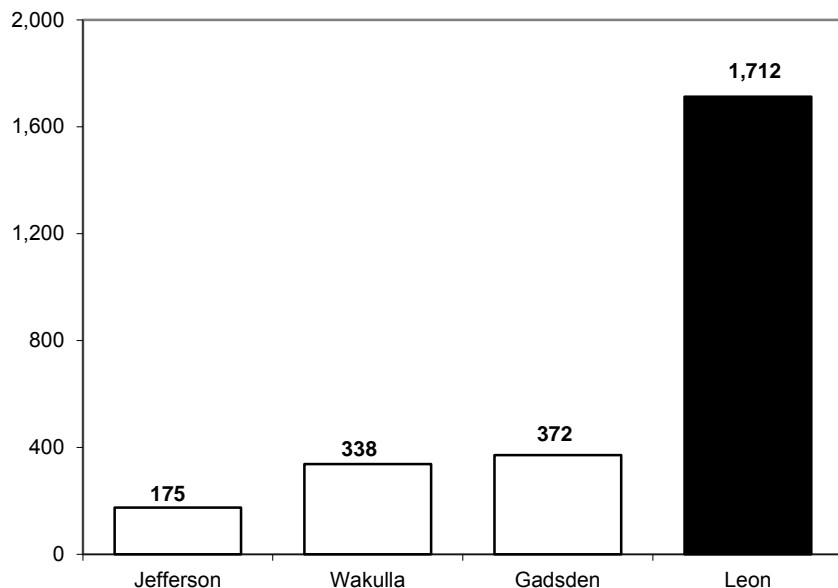
Millions



Among the surrounding counties, Leon County collects the highest amount of ad valorem taxes.

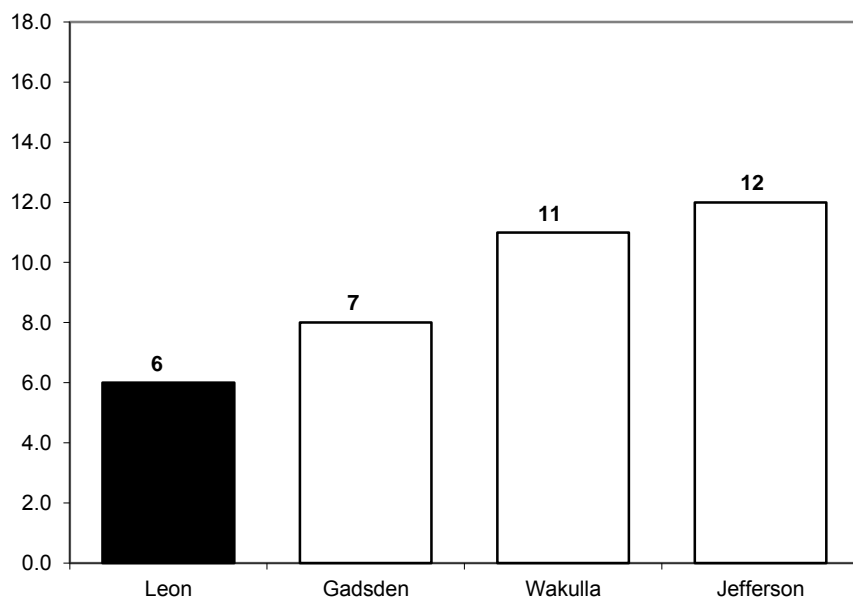
Comparative Data for Surrounding Counties

Total Number of County Employees (FY14)



County employees consist of Board, Constitutional, and Judicial Offices. Leon County has the highest number of county employees.

Total County Employees per 1,000 Residents (FY14)



Leon County has a ratio of 6 employees for every thousand county residents. When compared to surrounding counties, Leon County ranks the lowest.

Comparative Data for All Florida Counties

Net Budget per Countywide Resident

<i>County</i>	<i>Net Budget Per Capita</i>	<i>Staff Per 1000</i>	<i>% Exempt</i>
Union	\$344	7	73%
Santa Rosa	\$422	5	36%
Lafayette	\$528	10	66%
DeSoto	\$579	9	55%
Gadsden	\$614	8	52%
Calhoun	\$617	9	52%
Flagler	\$686	7	32%
Baker	\$708	9	52%
Holmes	\$726	7	64%
Leon	\$733	6	43%
Jackson	\$734	8	52%
Volusia	\$812	7	33%
Columbia	\$820	9	46%
Washington	\$842	6	45%
Lake	\$857	6	30%
Highlands	\$871	9	34%
Taylor	\$877	10	42%
Seminole	\$880	7	25%
Clay	\$880	7	36%
Suwannee	\$908	10	46%
Citrus	\$920	8	29%
Okaloosa	\$925	8	28%
Marion	\$926	7	40%
Hernando	\$936	8	40%
Escambia	\$949	8	44%
Madison	\$951	11	54%
St. Lucie	\$959	5	34%
Okeechobee	\$1,001	10	41%
Alachua	\$1,009	8	52%
Bay	\$1,015	7	31%
Wakulla	\$1,024	11	55%
Polk	\$1,029	7	32%
Brevard	\$1,040	7	43%
Bradford	\$1,047	10	49%

<i>County</i>	<i>Net Budget Per Capita</i>	<i>Staff Per 1000</i>	<i>% Exempt</i>
Putnam	\$1,059	9	48%
Nassau	\$1,077	8	33%
Pinellas	\$1,120	5	29%
Glades	\$1,121	16	83%
Sumter	\$1,138	5.7	30%
Hendry	\$1,145	9.8	66%
Levy	\$1,150	12	50%
Lee	\$1,165	7	25%
Pasco	\$1,172	8	35%
Liberty	\$1,184	14	77%
Hamilton	\$1,246	12	41%
Dixie	\$1,267	12	70%
Jefferson	\$1,298	12	64%
Hillsborough	\$1,324	8	31%
Gulf County	\$1,353	11	41%
Manatee	\$1,401	9	23%
Indian River	\$1,441	9	27%
Orange	\$1,462	8	27%
Gilchrist	\$1,497	11	54%
Martin	\$1,508	11	27%
Palm Beach	\$1,518	8	24%
Miami-Dade	\$1,532	10	28%
St. Johns	\$1,573	9	27%
Walton	\$1,684	14	16%
Hardee	\$1,718	11.8	52%
Duval	\$1,742	8	39%
Osceola	\$1,745	8	37%
Broward	\$1,801	6	24%
Sarasota	\$1,803	9	25%
Collier	\$1,901	10	18%
Franklin	\$2,661	14	42%
Charlotte	\$2,703	11	30%
Monroe	\$3,975	17	30%

Comparative Data for All Florida Counties

Percent of Exempt Property

<i>County</i>	<i>% Exempt</i>	<i>Net Budget Per Capita</i>	<i>Staff Per 1000</i>
Walton	16%	\$ 1,684	14
Collier	18%	\$ 1,901	10
Manatee	23%	\$ 1,401	9
Palm Beach	24%	\$ 1,518	8
Lee	25%	\$ 1,165	7
Sarasota	25%	\$ 1,803	9
Seminole	25%	\$ 880	7
Indian River	27%	\$ 1,441	9
Orange	27%	\$ 1,462	8
Martin	27%	\$ 1,509	11
St. Johns	27%	\$ 1,573	9
Okaloosa	28%	\$ 925	8
Miami-Dade	28%	\$ 1,532	10
Citrus	29%	\$ 920	8
Broward	29%	\$ 1,801	6
Pinellas	29%	\$ 1,120	5
Lake	30%	\$ 857	6
Charlotte	30%	\$ 2,704	11
Monroe	30%	\$ 3,975	17
Sumter	30%	\$ 1,138	6
Bay	31%	\$ 1,016	7
Hillsborough	31%	\$ 1,324	8
Flagler	32%	\$ 686	7
Polk	32%	\$ 1,029	7
Nassau	33%	\$ 1,077	8
Volusia	33%	\$ 812	7
Highlands	34%	\$ 871	9
St. Lucie	34%	\$ 959	5
Pasco	35%	\$ 1,172	8
Clay	36%	\$ 881	7
Santa Rosa	36%	\$ 422	5
Osceola	37%	\$ 1,745	8
Duval	39%	\$ 1,742	8
Marion	40%	\$ 926	7

<i>County</i>	<i>% Exempt</i>	<i>Net Budget Per Capita</i>	<i>Staff Per 1000</i>
Hernando	40%	\$ 936	8
Gulf County	41%	\$ 1,353	11
Hamilton	41%	\$ 1,246	12
Okeechobee	41%	\$ 1,001	10
Taylor	42%	\$ 877	10
Franklin	42%	\$ 2,661	14
Leon	43%	\$ 733	6
Brevard	43%	\$ 1,040	7
Escambia	44%	\$ 949	8
Washington	45%	\$ 842	6
Suwannee	46%	\$ 908	10
Columbia	46%	\$ 820	9
Putnam	48%	\$ 1,059	9
Bradford	49%	\$ 1,047	10
Levy	50%	\$ 1,151	12
Alachua	52%	\$ 1,009	8
Gadsden	52%	\$ 614	8
Hardee	52%	\$ 1,718	12
Jackson	52%	\$ 734	8
Baker	52%	\$ 708	9
Gilchrist	54%	\$ 1,497	11
Madison	54%	\$ 951	11
Wakulla	55%	\$ 1,024	11
DeSoto	55%	\$ 580	9
Calhoun	57%	\$ 617	9
Holmes	64%	\$ 726	7
Jefferson	64%	\$ 1,298	12
Lafayette	66%	\$ 528	10
Hendry	66%	\$ 1,145	10
Dixie	70%	\$ 1,267	12
Union	73%	\$ 344	7
Liberty	77%	\$ 1,184	14
Glades	83%	\$ 1,122	16

Comparative Data for All Florida Counties

Total County Employees per 1,000 Residents

<i>County</i>	<i>Staff Per 1000</i>	<i>Net Budget Per Capita</i>	<i>% Exempt</i>
St. Lucie	5	\$ 959	34%
Santa Rosa	5	\$ 422	36%
Pinellas	5	\$ 1,120	29%
Sumter	6	\$ 1,138	30%
Lake	6	\$ 857	30%
Leon	6	\$ 733	43%
Broward	6	\$ 1,801	29%
Washington	6	\$ 842	45%
Seminole	7	\$ 880	25%
Volusia	7	\$ 812	33%
Brevard	7	\$ 1,040	43%
Polk	7	\$ 1,029	32%
Clay	7	\$ 881	36%
Flagler	7	\$ 686	32%
Lee	7	\$ 1,165	25%
Bay	7	\$ 1,016	31%
Marion	7	\$ 926	40%
Holmes	7	\$ 726	64%
Union	7	\$ 344	73%
Citrus	8	\$ 920	29%
Okaloosa	8	\$ 925	28%
Hillsborough	8	\$ 1,324	31%
Alachua	8	\$ 1,009	52%
Gadsden	8	\$ 614	52%
Jackson	8	\$ 734	52%
Hernando	8	\$ 936	40%
Duval	8	\$ 1,742	39%
Palm Beach	8	\$ 1,518	24%
Orange	8	\$ 1,462	27%
Nassau	8	\$ 1,077	33%
Pasco	8	\$ 1,172	35%
Osceola	8	\$ 1,745	37%
Escambia	8	\$ 949	44%
Columbia	9	\$ 820	46%

<i>County</i>	<i>Staff Per 1000</i>	<i>Net Budget Per Capita</i>	<i>% Exempt</i>
Highlands	9	\$ 871	34%
Calhoun	9	\$ 617	57%
Sarasota	9	\$ 1,803	25%
DeSoto	9	\$ 580	55%
Indian River	9	\$ 1,441	27%
Manatee	9	\$ 1,401	23%
St. Johns	9	\$ 1,573	27%
Putnam	9	\$ 1,059	48%
Baker	9	\$ 708	52%
Suwannee	10	\$ 908	46%
Hendry	10	\$ 1,145	66%
Lafayette	10	\$ 528	66%
Miami-Dade	10	\$ 1,532	28%
Taylor	10	\$ 877	42%
Okeechobee	10	\$ 1,001	41%
Collier	10	\$ 1,901	18%
Bradford	10	\$ 1,047	49%
Martin	11	\$ 1,509	27%
Wakulla	11	\$ 1,024	55%
Gilchrist	11	\$ 1,497	54%
Madison	11	\$ 951	54%
Gulf	11	\$ 1,353	41%
Charlotte	11	\$ 2,704	30%
Hardee	12	\$ 1,718	52%
Jefferson	12	\$ 1,298	64%
Levy	12	\$ 1,151	50%
Hamilton	12	\$ 1,246	41%
Dixie	12	\$ 1,267	70%
Liberty	14	\$ 1,184	77%
Walton	14	\$ 1,684	16%
Franklin	14	\$ 2,661	42%
Glades	16	\$ 1,122	83%
Monroe	17	\$ 3,975	30%

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Letter of Agreement Authorizing Big Bend Crime Stoppers, Inc. as the County Agent for Crime Stopping Services

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 no fiscal impact.

Staff Recommendation:

Option #1: Approve the Letter of Agreement authorizing Big Bend Crime Stoppers, Inc. as the County agent for crime-stopping services, and authorize the Chairman to execute (Attachment #1); and, authorize the County Administrator to execute an Agreement with the Big Bend Crime Stoppers, Inc., in a form approved by the County Attorney.

Report and Discussion

Background:

Big Bend Crime Stoppers, Inc. is seeking funding from the State of Florida's Office of the Attorney General's (OAG) Crime Stoppers Trust Fund grant-in-aid program (Attachment #2). The program is the primary source of funding for the organization, which represents seven counties in the big bend area including Leon, Wakulla, Jefferson, Taylor, Liberty, Gadsden, and Franklin counties. Big Bend Crime Stoppers, Inc. provides crime-stopping services by working with law enforcement agencies to apprehend individuals who have violated the law. In order to receive funding from the program, the Agency is requesting authorization to act as Leon County's agent for the purpose of applying for and receiving monies from the Crime Stoppers Trust Fund.

The Crime Stoppers Trust Fund grant program was enacted in 1998 by the Crime Stopper Trust Fund Act. This act is set forth in Section 16.555 Florida Statutes, and provides for the establishment of the Crime Stoppers Trust Fund that is administered by OAG. Each year, the legislature appropriates the funding for which the local crime-stopping agencies across the state must apply. In order to receive funds, the local county governing unit, must authorize their respective local crime-stopping agency as the agent for such services. Leon County does not receive any funding for this service once the governing unit gives authorization. Funds are transmitted directly to the local crime-stopping agency from OAG.

Analysis:

In order to meet eligibility requirements for funding, OAG requires each crime-stopping agency to be authorized by the respective county as the agent for crime-stopping services. Appropriation has been awarded to the Big Bend Crime Stoppers, Inc. for FY2014/2015 in the amount of \$90,180 (Attachment #3). OAG requires a letter of agreement from each county that it represents.

The Agency provides services that assist local enforcement agencies in apprehending offenders of the law. Services include working with law enforcement in providing information through anonymous tip lines received from the public and providing rewards, should information lead to an arrest. Attachment #4 provides a listing of services offered by the Agency. OAG requires the following budgetary distribution of funds:

Promotion of Programs and payment of rewards	50%
Operating Expenses	20%
Administrative Expenses	30%

Upon receipt of each county's authorization, funds will be disbursed to the Agency directly. Monies from the Trust Fund can only be utilized by Big Bend Crime Stoppers, Inc., as permitted by guidelines set by OAG.

Options:

1. Approve the Letter of Agreement authorizing Big Bend Crime Stoppers, Inc. as the County agent for crime-stopping services, and authorize the Chairman to execute (Attachment #1); and, authorize the County Administrator to execute an Agreement with the Big Bend Crime Stoppers, Inc., in a form approved by the County Attorney.
2. Do not approve the Letter of Agreement authorizing Big Bend Crime Stoppers, Inc. as the county agent for crime-stopping services.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Letter of Agreement
2. Request from Big Bend Crime Stoppers, Inc.
3. Contractual Award from FL Office of the Attorney General
4. Schedule of services

VSL/AR/SR/kh

December 9, 2014

The Honorable Pam Bondi
Office of the Attorney General
Department of Legal Affairs
State of Florida
The Capitol
Tallahassee, FL 32399-1050

Re: Letter of Agreement – Crime Stoppers Trust Fund Grants

Dear Attorney General Bondi:

The Leon County Board of Commissioners respectfully requests consideration of an award of grant monies pursuant to Section 16.555 (5)(b), Florida Statutes, and authorizes Big Bend Crime Stoppers, Inc. to act as our agent for the purpose of applying for and receiving monies from the Crime Stoppers Trust Fund.

Sincerely,

Mary Ann Lindley
Leon County Board of County Commissioners
Chairman

cc: Board of County Commissioners
Vince S. Long, County Administrator

Received

NOV 10 2014

Leon County OMB



Call 850-574-TIPS (8477) or Text "BBCS& TIP" to CRIMES (274637)

Board of Directors:

- Linda Nelson**
President
EarthSTEPS
- Janet Hinton**
Treasurer
CEO Shout Ministries
- Charlie Castleton**
Executive Super- Lube
- Don Head**
Entrepreneur
- Bo Schmitz**
General Manager Four
Points Hotel
- Janeia Ingram**
Esquire
Asst. Dean
FL. State University
College of Law
- Hetal Desai**
Esquire
- Shallmar Thomas**
Compliance Officer
- Sharon Ofuani**
Executive Director
Big Bend Crime Stoppers

Dear Board Chair, Leon County Commission,

Big Bend Crime Stoppers represents 7 counties in the big bend area: Leon, Wakulla, Jefferson, Taylor, Liberty, Gadsden, and Franklin. Established in the 1984, as a not-for-profit organization, Crime Stoppers has been successful in assisting law enforcement agencies in removing undesirable individuals from the community in each county. Primary funding for the organization comes from the Office of Attorney General's (OAG) Crime Stoppers Trust Fund grant-in-aid program. Periodically, subsection 16.555 (5)(b) of the per Florida Statutes (1998 Supplement) mandates that the OAG require that a 'Letter of Agreement' be obtained from each county commission authorizing Big Bend Crime Stopper, Inc. to act as your county's agent for the purpose of applying for and receiving monies from the Crime Stopper Trust Fund. Monies from the Trust Fund can only be utilized by Big Bend Crime Stoppers, Inc. as permitted by the OAG guidelines.

Attached is information regarding the services that are offered by Crime Stoppers to each law enforcement agency in participating counties. As noted in the services provided, combining funds under Crime Stoppers yields a significant return for all partners.

We respectfully request your continued support . Attached is a sample letter for your use in authorizing to continue to act on your behalf. Please send the requested letter to:

The Honorable Pam Bondi
Office of Attorney General
State Of Florida
The Capitol PL-01
Tallahassee, Fl. 32399-1050

Your letter of agreement must be received to the state no later than December 31, 2014.

Lastly, forward a copy of your signed letter to Big Bend Crime Stoppers at bigbendercrimestopper@comcast.net. Should you have any questions or concerns, please don't hesitate to contact Ms. Ofuani at 850-222-0890 or 264-5913.

Linda Nelson

A handwritten signature in cursive script that reads "Linda Nelson".

Board President
Big Bend Crime Stoppers

Sharon Ofuani

A handwritten signature in cursive script that reads "Sharon Ofuani".

Executive Director
Big Bend Crime Stoppers



OFFICE OF THE ATTORNEY GENERAL / FLORIDA PAM BONDI

Contract Information

[All Contracts](#)

[New Search](#)

FLAIR ID:	S1214	Agency Contract ID:	012-14
Long Title:	Big Bend Crime Stoppers	Vendor Name:	BIG BEND CRIME STOPPERS INC
Total Amount:	\$90,180.06	Total Budget:	\$90,180.06
Paid to Date:	\$28,085.25	Date of Execution:	07/01/2014

General Description:

Through their anonymous tip lines, Crime Stoppers receives information from the public, provides that information to law enforcement and provides rewards to the public if the information leads to an arrest.

Main Details

Short Title: BIG BEND C
Contract Type: Grant Disbursement Agreement
Contract Status: Active
Begin Date: 07/01/2014
Original End Date: 06/30/2015
Statutory Authority: 16.555 Florida Statutes
Financial Assistance: State
Recipient Type: Nonprofit Organization

CFDA

None 41002 .. Crime Stoppers

Procurement Details

Advance Payment Authorized: Yes
Procurement Method:
 Federal or state law prescribes with whom the agency must contract [s. 287.057 (10), FS]
State Term Contract ID:
Exemption Justification:
 By Statute, the department awards grants from the funds collected in the judicial circuit in which the county is located to member of Florida Association of Crime Stoppers.
Agency Reference Number:

Budget Summary

Fiscal Year	Budget Type	Budgeted Amount	Account Code	Effective Date	Amendment
2014-2015	Recurring	\$90,180.06	20-2-202001-41100400-00-102700-00	07/01/2014	

[all contracts](#) | [new search](#) | [back to top](#)

Vendor Summary

Name	Address	Minority Vendor Designation
BIG BEND CRIME STOPPERS INC	TALLAHASSEE FL 32302 0000	Non-Minority



TEXT "BBCS" & Tip to 274637(Crimes)

SERVICES OFFERED

MAKE ARRESTS → → → → → REDUCE CRIME → → → → → SOLVE COLD CASES

1. Provide 24/7 Tip line with weekly law enforcement verification of tips.
2. Tip distribution by law enforcement.
3. Payout for crime tips that lead to arrest up to \$3000*.
4. Alert System- Allows citizens to receive messages such as crime, fugitives, Amber Alerts, and other emergencies.
5. Access to our webpage with links to Big Bend's law enforcement agencies.
6. Wanted criminals and cold cases posted on the website and newspaper.
7. BBCS Wanted fugitives weekly TV Show with reruns online at wtxl.com. BBCS will create a show for each viewing area.
8. BBCS Wanted fugitives Radio program on Cumulus 96.1, 98.8, 104.1 and 102.3. BBCS will create a show for each viewing area.
9. Run ads on local TV.
10. Run ads on local radio.
11. School Crime Stoppers Program (middle and high school youth).
12. Campus Crime Stoppers Program (colleges and universities).
13. Provide Crime Stoppers promotional materials for community events.
14. Place ads in local newspapers and billboards.
15. Quarterly informational and educational law enforcement meetings.
16. Provide educational and training events for community participation.
17. Four ways to submit a tip:
 - Text a Tip- receive and immediately reply to text tips
 - Website- seamless integration of secure and anonymous online tips
 - Calls- local contact 574- TIPS (8477) or toll free hotline 1-888-876 TIPS (8477)
 - Download- Free Mobile Application for iPhone and Android.
18. Dedicated staff (two administrative, two law enforcement and contact personnel in participating counties).

* The new \$3000 maximum will not be given in all cases, but will be used to pay larger rewards in murder and other major cases.

Contact Information
850-222-0890 www.bbcs.org

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Economic Development Council's FY 2014 Annual Report and Approval of the FY 2015 Agreement in the Amount of \$199,500

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Economic Vitality Director
Lead Staff/ Project Team:	Joshua Pascua, Management Analyst

Fiscal Impact:

This item has been budgeted and adequate funding is available in the FY 2015 budget (\$199,500 appropriation for the Economic Development Council).

Staff Recommendation:

- Option #1: Accept the Economic Development Council's FY 2014 Annual Report (Attachment #1).
- Option #2: Approve the FY 2015 Agreement between Leon County and the Economic Development Council in the amount of \$199,500, and authorize the County Administrator to execute (Attachment #2).

Report and Discussion

Background:

The Board has long maintained a strong focus on expanding economic development and job growth in Leon County. Economic development has consistently been identified as a priority of Leon County for over a decade. Since 1995, the Board has contracted annually with the Economic Development Council (EDC) to promote job growth and comprehensive economic development in Leon County. On September 23, 2014, the Board approved the FY 2015 budget, which included a \$199,500 appropriation to the EDC. The funding amount includes \$25,000 dedicated to the County's Qualified Target Industry program account that is maintained by the EDC.

Analysis:

Leon County and the EDC regularly work in tandem to establish an environment for job creation and capital investment. The efforts of the partnership have resulted in attracting and expanding local businesses. Per its most recent contract with the County, the EDC has submitted its Annual Report, which details the activities of the previous fiscal year (FY 2014) (Attachment #1). Additionally, staff has prepared an Agreement with the EDC for FY 2015 for the Board's consideration (Attachment #2).

The mission of the EDC is to market, on a national basis, the community's strengths to create high-wage jobs, with benefits, as well as assisting local employers to expand their businesses. The EDC is governed by a 55-member Board of Directors, which includes three County representatives (two Commissioners and the County Administrator) and two City representatives (one Commissioner and the Mayor).

EDC Annual Report

The County's Agreement with the EDC requires the organization to submit an annual report by November 15, 2014. The annual report is to include, at minimum, data on the number of jobs created, the job creation potential of projects in Leon County and follow-up information on businesses receiving assistance from the County in previous years.

For FY 2014, the Tallahassee MSA had an increase of 2,800 jobs (1.7% growth) in net new jobs. In addition, the capital investment of businesses who have been assisted by the EDC is \$9.57 million for FY 2014. In its annual report, the EDC states that it currently has 12 active projects, which reflect a total potential capital investment of \$80 million and the potential creation of 900 jobs. The majority of the projects focus on the targeted industries of manufacturing, aviation, transportation, and renewable energy. Additionally, the report outlines the EDC's efforts to assist local businesses and entrepreneurs through several of its programs and partnerships. Some of the EDC's notable accomplishments and efforts over the past year include:

- Working with Domi to expand entrepreneurial activities, business incubation, and to engage Domi members within the programs, services, and business networks of the EDC, community, and region.
- Continuing to lead the County-initiated expansion of Entrepreneur Month including the logistics and marketing campaign leading up to the November 2014 eMonth.

- Continuing to build upon the success of its Entrepreneurial Excellence Program (EEP) with 37 new participants in 2014. Additionally, the EDC secured \$50,000 from the Knight Foundation to continue the EEP.
- Passed a resolution supporting the extension of the penny sales tax on the November 2014 ballot. The resolution states that the penny sales tax will have an economic impact of \$1.2 billion and approximately 8,338 jobs.
- Advocated for the renewal of Florida's enterprise zone program.

Upon the approval of the Board, the County and the EDC are required to submit their annual reports to the Legislature by January 15. Additionally, the annual report will be posted on the County's website upon the Board's approval.

EDC Contract

The proposed FY 2015 Agreement between the County and EDC is similar to the previous contract. It continues to reflect the Board's emphasis on growing small businesses and enhancing entrepreneurship, innovation, and manufacturing opportunities. The proposed Agreement establishes a specific deadline for the EDC to submit its annual report to the County to provide enough time to place it on the Board's December 2015 agenda and tasks the EDC with submitting the report to the state upon approval by the Board. Under the proposed Agreement, the EDC will continue as the Enterprise Zone Administrator and the QTI Administrator for the County's QTI funds. Additionally, the EDC will continue to partner with Domi on growing and supporting our entrepreneur community.

If the Board approves the proposed Agreement, the County will disburse \$199,500 to the EDC in two installments. The funding amount includes \$25,000 dedicated to the County's QTI account that is maintained by the EDC. These installments will be paid, subject to the county receiving and reviewing a mid-year performance report and the EDC meeting its contractual requirements and objectives. If the goals have not been met by the end of FY 2015, the County may require repayment of a proportional share of the contract amount.

Options:

1. Accept the Economic Development Council's FY 2014 Annual Report (Attachment #1).
2. Approve the FY 2015 Agreement between Leon County and the Economic Development Council in the amount of \$199,500, and authorize the County Administrator to execute (Attachment #2).
3. Do not accept the Economic Development Council's FY 2014 Annual Report.
4. Do not approve the FY 2015 Agreement between Leon County and the Economic Development Council in the amount of \$199,500.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Economic Development Council's FY 2014 Annual Report
2. Proposed FY 2015 Agreement between Leon County and the Economic Development Council



ECONOMIC DEVELOPMENT COUNCIL
OF TALLAHASSEE/LEON COUNTY, INC.

November 12, 2014

Vince Long, County Administrator
Leon County Government
301 S. Monroe Street
Tallahassee, FL 32301

Dear Vince,

Attached please find the FY 2013/2014 Annual Report for the Economic Development Council of Tallahassee/Leon County, Inc. We appreciate Leon County's continued commitment to economic development.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sue Dick'.

Sue Dick
President/CEO

cc: ✓ Ken Morris, Assistant County Administrator
Cristina Parades, Director of Economic Vitality



**ECONOMIC DEVELOPMENT COUNCIL
OF TALLAHASSEE/LEON COUNTY, INC.**

**Annual Report
FY 2013-2014
October 1, 2013 – September 30, 2014**

1. The name of the Economic Development Agency, Entity or Organization (EDO) and their contact information:

Economic Development Council of Tallahassee/Leon County, Inc.
Sue Dick, President/CEO
PO Box 1639
Tallahassee, FL 32302
(850) 521-3100
sdick@taledc.com

2. The name of the local government the EDO has a contract with: Leon County

3. The amount of funds received from the local government. \$174,500

4. The amount of funds received from private investors. \$531,550

5. Administrative costs of the EDO: \$133,379

I. The number of businesses assisted by the EDO (EDC) and the type of assistance provided

A. Customized Assistance

1. Site Selection

The EDC currently has a total of 12 active projects and 3 on hold. The EDC is the recognized economic development organization for Tallahassee and Leon County and works directly with Enterprise Florida and Florida's Great Northwest in generating recruitment projects and assisting local retention and expansion projects. Leads are also generated by the EDC Website and marketing efforts, as well as community partner interviews. The total potential capital investment reflected by the current active projects is \$80 million and the jobs potential is 900 jobs.

FY 2013-2014 Total Projects: 15
Projects on Hold: 3
Active Projects: 12
Capital Investment Potential: \$80 million
Job Creation Potential: 900

Projects by Targeted Industry Sector:

- Aviation & Aerospace: 2
- Manufacturing: 3
- Transportation & Logistics: 2
- Research & Engineering Services: 1
- Health Sciences & Human Performance Enhancement: 1
- Renewable Energy & the Environment: 2
- Information Technology: 1

Community Site Visits Conducted

- Hosted Project Lewis on December 11 and February 27
- Hosted Project Jupiter on March 6
- Hosted Project Friday – May 9

Expanded Existing Business Outreach and Engagement

- 163 meetings with local business related to Business Retention and Expansion programs and services during reporting period.

Consultant Missions

The EDC, either solely or with partners Florida's Great Northwest and Enterprise Florida, markets Tallahassee/Leon County by participating in face-to-face meetings with site selection consultants and targeted industry trade shows. The following missions/trade shows were executed during the first half of FY 2013-14:

- National Business Aviation Association Annual Exhibition, Las Vegas, NV
- CoreNet Global Summit, Las Vegas, NV
- Enterprise Florida Site Selection Consultant Dinner, Las Vegas, NV
- Southern Economic Development Council's Meet the Consultants, Dallas, TX

New Business Contacts

- FSU Real Estate Trends Conference – meeting with developers/new business contacts
- American Chamber of Commerce Executives – Major Cities Council (Economic Development Roundtable)
- IEDC Annual Conference, Philadelphia, PA
- Future of Florida Forum, Orlando, FL

EDC Representation

- Airport Advisory Committee
- Alliance of Entrepreneur Resource Organizations (AERO)
- Capital Area Sustainability Council
- CareerSource Capital Region
- Florida's Great Northwest
- Manufacturers Association of Florida
- StartupQuest Advisory Committee
- Urban Land Institute Capital Region Leadership Committee
- TalTech Alliance
- Town & Gown

EDC E-Newsletter

E-News newsletter reaching a database of 2,323 individuals, primarily site selection consultants, with economic development news in Florida's Capital Region. EDC eNewsletter publication dates:

- 10-18-13
- 11-26-13
- 12-20-13
- 1-24-13

EDC Investor Insider E-Newsletter

A newsletter sent exclusively to EDC investors, as a complement to the EDC E-News. Publication dates:

- 10-2-13
- 11-1-13
- 12-12-13
- 1-30-14
- 6-30-14

Regulatory Assistance

One-on-one navigation is provided through state and local regulatory, permitting and incentives application processes, providing an advocate to keep projects on schedule from start to finish, and allowing businesses to accomplish goals within required time frames.

Job Training

The EDC has worked in partnership and coordination with CareerSource Capital Region (formerly Workforce plus), The Jim Moran Institute and the FAMU Small Business Development Center, conducting one-on-one sessions and workshops in the EDC offices. In

addition, through a partnership with CareerSource Capital Region, the EDC markets all available training grants and opportunities:

- **Incumbent Worker Training Program- funded by the Federal Workforce Investment Act (WIA) and administered by CareerSource Florida, Inc.**
Through this program, Florida is able to provide training to currently employed workers to keep Florida's workforce competitive in a global economy and to retain existing businesses. None as of this date.
- **Employed Worker Training Program**
Provides financial assistance to employers that recognize the importance of investing in their employees. Workforce research shows that employees value the opportunity to acquire new skills, which will lead to increased productivity and impact the bottom line. Administered through CareerSource Capital Region. None as of this date.
- **Quick Response Training Program**
This customer-driven program was designed as an inducement to secure new value-added businesses to Florida as well as provide existing businesses the necessary training for expansion. None as of this date.

2. Incentives Education and Referral

The EDC provides incentives education and referrals through bimonthly Board of Directors meetings, the Enterprise Zone Development Agency workshops, face-to-face company visits and a structured communications and marketing plan.

Economic Development Council Board of Directors Meetings

- October 15, 2013: The EDC Board of Directors meeting opened its first board of directors meeting with Dr. Jim Murdaugh as the new chair of the board and introducing the officers of the board. Kyle Touchstone, EVP of the EDC, presented a new aviation marketing video and TLH airport land development plans for the upcoming National Business Aviation Association Exhibition. Touchstone also discussed upcoming consultant meetings scheduled for the CoreNet Global Summit and Enterprise Florida's Site Selection Consultant dinner.
- January 14, 2014: The EDC Board of Directors meeting focused on program updates and a presentation was provided by Kim Rivers on the Imagine Tallahassee projects which would be considered by the Sales Tax Committee on January 16. Micah Widen, Co-Founder / Executive Director at Domi Ventures, LLC gave those in attendance background on business incubators and an overview of the Domi Ventures incubator.
- March 11, 2014: The EDC Board of Directors meeting was hosted by Flightline Group in their new hangar. Flightline Group provided an overview of their operations. Tony Carvajal, Executive Vice President of the Florida Chamber Foundation, presented the Florida Chamber's Trade and Logistics Plan demonstrating the assets of Tallahassee/Leon County and their importance to trade and logistics to Florida.

- May 13, 2014: The EDC Board of Directors was hosted by the FSU Foundation in the FSU Foundation Building at Innovation Park. Tom Jennings, FSU Vice President for University Advancement and President of the FSU Foundation provided an update, and Kristin Dozier, Chair of the Leon County Research and Development Board of Governors, provided an update on Innovation Park. Larry Lynch introduced EEP graduate James Olcese, Ph.D., president and CEO of KynderMed who discussed the commercialization of FSU research.
- August 7, 2014: The EDC Board of Directors held a joint Board meeting with the Greater Tallahassee Chamber of Commerce Board of Directors at the Annual Chamber Conference at Amelia Island. The two Boards voted separately to support a resolution in favor of the proposed one cent sales tax extension on the November ballot. Tallahassee City Commissioner Scott Maddox and Director of Aviation Chris Curry provided an overview of current airport operations and plans and prospects for future development, improved air service, and facility upgrades.
- September 25, 2014: The EDC Annual Meeting was held at the FSU Turnbull Conference center with 150 in attendance. EEP graduate, Jason Robotham, President of BioFront Technologies, spoke about the commercialization process and entrepreneurial landscape. David Day, the Assistant Vice President and Director of the Office of Technology Licensing, University of Florida spoke about the importance of working together to create a better tomorrow: building successful programs to develop and commercialize research and intellectual property, and how these advancements have added to the overall economic development of the Gainesville / Alachua County area.

Economic Development Council Winter Forum

- February 27, 2013 – Carol Johnson, economic development strategist, owner of Continuous Dialog and FSU graduate, was the featured speaker to 150 attendees. Johnson spoke about the importance of communities working together with a strategic focus in order to more successfully foster economic growth.

Collaborative Labs Engagement

On October 30, Tallahassee Community College hosted the EDC board and investors for a collaborative engagement session with St. Petersburg College Collaborative Labs team. During the half-day session, the EDC investors, with the guidance of the Collaborative Lab team, identified goals and priorities of the EDC. Through the session, areas of focus were determined. Those areas were healthcare, research, and marketing. The EDC team has since incorporated those focus areas and strategies into its program of work.

Economic Development Council Executive Committee Meetings

- November 12, 2013
- February 18, 2014
- April 23, 2014
- June 17, 2014

- September 16, 2014

Enterprise Zone Development Agency Board of Commissioners Meetings

- December 4, 2013: The Board reviewed the statewide annual Enterprise Zone program report, reviewed historical performance data for EZ #3701 and received a presentation regarding statewide and local EZ challenges, opportunities and key facts from Florida Department of Economic Opportunity EZ Program Director Burt Von Hoff. A preliminary look forward to the 2014 state legislative session was also held. Moreover, the City response to decline the addition of the economic development incentive for the electric utility was formally received and accepted.
- February 12, 2014: Dr. Jeffrey Sharkey with Capitol Alliance Group provided a detailed update on the Economic Development and Enterprise Zone Legislative Issues underway as legislative committee meetings continue and in preparation for the start of the 2014 Legislative Session, as well as a review of the most recent quarterly report.
- April 9, 2014: The Board reviewed the EZ 2nd and 3rd quarterly reports and approved a cover letter. An update as to pending EZ legislation was provided, and planning for a summer EZ workshop was discussed.
- August 12, 2014: The Board was provided with an update regarding current OPPAGA EZ Review and the EZ Extension, and Preparation for the 2015 EZ Legislation. The 4th quarterly report was approved. The Board reviewed the staff responses to the OPPAGA EZ administrators' survey, and also reviewed the updated EZ collateral.
- September 29, 2014: A community EZ workshop was held at Brooklyn Water Bagel & Pizza, an incentive beneficiary business located within EZ #3701 with approximately 25 attendees.

Tax Incentives

Management of a portfolio of local and state tax refund programs to encourage quality job retention and growth in targeted, high value-added businesses. The EDC also manages geographic zoning incentives to encourage business development in economically distressed urban and rural areas.

3. Technical Assistance

The EDC provides technical assistance through programs and comprehensive scope of work including the Entrepreneurial Excellence Program, Industry Sector Roundtables and the Enterprise Zone Development Agency.

DOMI Incubator

The EDC has worked extensively with DOMI during the reporting period to expand entrepreneurial activities, business incubation and to quickly engage DOMI within the programs, services, and business networks of our EDC, community and region. Significant planning and training during this period has included hosting DOMI presentations during both classes of the Entrepreneurial Excellence Program that were held, inclusion on the programs of numerous EDC

Roundtables, highlighting during one of the EDC quarterly board meetings, and at a series of related smaller EDC-led events and meetings. Following the grand opening of the permanent DOMI site on Railroad Avenue, staff is planning additional social activities, open house events and additional partnership opportunities aligned with, and exceeding, our contractual obligations. During the January EDC Board of Directors meeting, Micah Widen, Co-Founder / Executive Director at Domi Ventures, LLC spoke briefly giving those in attendance background on business incubators and an overview of the DOMI Ventures incubator. DOMI was featured on a panel discussion at the Annual Community Conference in Amelia Island in August and the EDC paid the conference fee for a DOMI resident. Additionally, the EDC scheduled Roundtable meetings to occur at DOMI Station, including the Roundtable Chair meeting on June 24, 2014 (including a presentation by EFI Executive Director Gray Swoope).

FSU 3D Printer “Stacking Layers” Symposium

In partnership with Florida State University, the EDC provided support and facilitation to this groundbreaking 3D printing, research and technology focused conference that was held from February 25 to 26, 2014 at the Turnbull Center. This facilitation included leadership staffing by Mr. Lynch and the hosting by the EDC of regional private sector partners at a VIP event to interact and exchange with practitioners and conference presenters who are leaders in this field.

Entrepreneurial Excellence Program (EEP)

EEP, a tuition-based course is designed to arm existing early stage start-up businesses, as well as entrepreneurs with well-developed ideas, with the resources and knowledge needed to enhance their chance of success. The course explores the realities of planning and starting a company, and helps individuals plan for the successful development and launch of a business or a new product line. This is not an academic exercise but rather a series of practical lessons on what it takes to convert a good business idea into a good business.

The Small Business Administration funding was extended through September 2014, and EDC is pursuing continuing funding. The Knight Foundation Fund awarded EEP a \$50,000 grant in September 2014. Class 7 met in January/February 2014. Twenty-two participants representing 14 companies completed Class 7. Class 8 was presented in August/September 2014. Fifteen participants representing 11 companies completed Class 8. Class 9 is scheduled for January/February 2015.

EEP Topics include:

Developing Successful Business Ideas:

Is your business concept an idea or truly an opportunity? Learn how to tell the difference. Learn how to analyze the opportunity to develop an effective business model.

Building a Strong Business Team:

The product or service you will offer is important. Even more important is the team you build management, employees, board, investors and service providers. Learn how to build the best team possible to drive the success of your new venture.

Marketing Strategies and Effective Sales:

No matter how beneficial your product or service is, if you don't know who the customer is and communicate your message in an effective way to get their attention, you won't have sales.

Proper Legal and Ethical Foundations:

Many decisions are involved in establishing a new venture. Learn what the legal options are and explore how to establish high standards of business ethics.

Funding and Financing:

You've analyzed the opportunity and have begun to build a team to drive success. You've written a great business plan. How do you secure the financial resources to make it all happen?

Entrepreneurial Insights:

A panel of experienced entrepreneurs will share their insights "from the trenches." What have they learned? What would they do differently? What is their advice to you?

Local Support for Entrepreneurs:

A gathering of industry representatives in Tallahassee and its surrounding counties that actively support the work and development of local entrepreneurs.

Business Presentations:

You will have the opportunity to make a presentation to a group of experienced entrepreneurs and get feedback about your business, market and financial opportunities.

Enterprise Zone Development Agency

Numbers and Types of Businesses Assisted by the EZDA:

Method and Volume of Technical Assistance (EZ FY 13-14):

- EZ address checks vis phone or email: 101
- EZ initial mail outs on incentives: 293
- EZ follow-up mail outs: 14
- Web hits: 879
- 28 EZ Incentive Applications Processed
- 18 Full Time (New) Employees Included in Applications with 63 Total Jobs Created
- \$247,753 in Total Estimated EZ Incentives Applied for During Reporting Year.

B. General Assistance

1. Leading Formation of Entrepreneurial Services Organization (ESO) For Community

Continuing to work with the AERO partnership in development of the entrepreneurial hub website. Moreover, at the end of the prior reporting period, the EDC has taken over formal management and staffing responsibilities for the AERO working group.

2. Demographics and Market Research

The EDC provides demographic information and market research about the Tallahassee MSA, which is comprised of four counties: Gadsden, Jefferson, Leon, and Wakulla counties.

3. Workforce Assistance

Access to customized training solutions, including state and federal training grants, to quickly meet the needs of new or expanding businesses creating high-quality jobs.

- **CareerSource Capital Region**

The EDC partners with Region 5 Workforce Board – CareerSource Capital Region (formerly Workforce plus) by promoting EmployFlorida.com to employers and job seekers, by sponsoring the Annual regional job fair and targeted business retention and expansion activities. Information about CareerSource Capital Region services and capabilities is included in all projects requiring labor force information and data.

- **Tallahassee Community College Center for Workforce Development**

The EDC partners with the TCC Center for Workforce Development in several ways, including:

- Location Host for the upcoming Entrepreneurial Excellence Program class
- Serves as the co-administrators for the Capital Region Manufacturers Roundtables

4. Workshops and Forums

Industry Sector Roundtables

An additional and effective approach to working with existing companies is the Industry Sector Roundtables. First Focus manages active roundtables in all six of the EDC's targeted sectors. Each Roundtable is led by a volunteer chair from private industry. Roundtables provide a forum for business leaders from both public and private sectors to design and implement specific initiatives, and continue to connect local employers in these sectors to local and state associations working on their behalf, such as Manufacturers Association of Florida, BioFlorida, TalTech Alliance, Leon County Research & Development Authority and Sustainable Tallahassee. For FY 13/14 activity is as follows:

- October 2nd Entrepreneurial Service Organization Roundtable
- October 4th Capital Region Manufacturers Roundtable
- October 16th TalTech Alliance (IT) Roundtable
- November 14th Research & Engineering Roundtable
- November 20th TalTech Alliance/IT Roundtable
- November 21st Renewable Energy & Environment Roundtable
- December 20th Health Sciences & Human Performance Roundtable
- January 15th TalTech Alliance/IT Roundtable
- February 6th Advanced Manufacturing Roundtable
- February 19th TalTech Alliance/IT Roundtable
- March 7th Aviation Roundtable
- March 19th IT Roundtable
- March 21st AERO Roundtable
- March 27th Research & Engineering Roundtable

- April 16th TalTech Alliance/IT Roundtable
- April 21st Entrepreneurial Roundtable with Congressman Southerland
- May 9th International Roundtable Meeting with South Korean Delegation
- May 14th International Healthcare Roundtable Lunch with Chinese Delegation
- May 19th Entrepreneurial Roundtable Breakfast
- June 24th Roundtable Chair Roundtable with Enterprise Florida Executive Gray Swoope
- June 26th Advanced Manufacturing Roundtable
- July 14th Entrepreneurial Roundtable
- July 16th TalTech Alliance/IT Roundtable
- September 5th World Class Schools Roundtable
- September 17th Research & Engineering Roundtable

Continued assistance to the TalTech Alliance, as well as CareerSource Capital Region and FSU, toward developing STEM/Information Technology internship study and program development.

Entrepreneur Month (eMonth) Activities

During the month of November, the EDC helped publicize and participated in various activities that were held throughout the community.

- Hackathon hosted by Making Awesome, Tallahassee's Makerspace
- The Jim Moran Institute's eMonth Kickoff
- Imagine TLH Open House on Economic Development
- Compressed Natural Gas Symposium & Showcase
- Power Forward with Barbara Corcoran & Networking Reception
- FSU Sneak Peek
- International Collegiate Sales Competition at FSU
- Railroad Square (focus on entrepreneurship)
- The Jim Moran Institute's 7 Under 30
- FSU Innovators' Reception
- Big Bend Minority Chamber of Commerce Business Pitch
- FSU Real Estate Trends Conference
- "If I were 21" Student/ Mentor Q&A
- FSU GAP Competition
- FAMU Intellectual Property Forum
- FAMU iShow
- The Jim Moran Institute's Progressive Lunch
- The Jim Moran Institute's Advice Straight Up Speaker Series

5. Communications and Marketing

Earned Print Media

Through a partnership with the *Tallahassee Democrat*, we promote timely resources and programs through digital and print media. Op-eds from EDC Chair and leadership serve as an outlet to educate our community on economic development resources available.

- December 2013: Introduction of new Chair Dr. Jim Murdaugh, President, Tallahassee Community College
- March 2014: Entrepreneurship is Thriving in our Community
- May 2014: Introduction of Kyle Touchstone and goals for EDC
- August 2014: Recap of Chamber Annual Conference and importance of economic development on community success

Paid Print Media

Through a barter agreement with the Tallahassee Democrat, the EDC runs ads at a discounted rate which highlight different initiatives and announcements that help spread the word about the positive impact the organization's programs and services are having on the local community.

- November 16 – Ad spotlighting new EDC Board of Directors
- March 30 – Ad congratulating Entrepreneurial Excellence Program Class 7 graduates

Social Media Outreach

Through a barter agreement with the Tallahassee Democrat, the Democrat creates social media posts and outreach to interact with those who like the EDC's Facebook page which highlight different initiatives and announcements that help spread the word about the positive impact the organization's programs and services are having on the local community. Number of "LIKES" on Facebook have jumped 30% as a result.

E-Month

The EDC, in partnership with Leon County Government, coordinated a community-wide celebration in November of Entrepreneurial Month highlighting events, organizations and initiatives that promoted entrepreneurship in the community. More than 20 events from 11 different partner organizations and universities took place during E-Month. Marketing initiatives included a dedicated webpage, marketing collateral for partners, signs placed at each event, and web buttons that were included on each partners' website.

2014 Business Outlook

Through a partnership with Rowland Publishing, the 2014 Business Outlook provides a marketing tool for the EDC and community leaders to promote our region's targeted sectors and community assets. This publication was distributed in December 2013 and features a welcome letter from EDC Chair Murdaugh.

Program Collateral

- The EDC created a visually appealing, updated and comprehensive Enterprise Zone brochure which includes the zone map, before and after pictures of areas which benefited from the program, and is used to promote the incentives available to interested

businesses. This map has been distributed to Committee members and to those businesses interested in the program as well as posted to EDC website.

- The EDC created the first ever Industry Sector Roundtables marketing collateral which highlights the benefit and impact of roundtables. This has been distributed to roundtable chairs and is posted on the EDC website.

Industry Sector Marketing Collateral

Completion of individual pieces of marketing collateral for each of the region's six targeted industry sectors is close. Each individual piece will highlight data and metrics about that industry, as well as workforce stats, local partners/resources supporting it and local businesses in the industry. Targeted completion date for these is May 1. The EDC is also producing a one page collateral piece that highlights the region as a whole. Targeted completion date is December 2014.

Chamber/EDC Annual Report

The EDC is featured prominently in the 2013-14 Chamber Annual Report, which is set to be completed in December 2014. The report features six pages dedicated to the EDC, its mission, staff, resources and programs.

LCRDA Communications Support

As part of its support for the LCRDA & Innovation Park, the EDC has been providing strategic communications support to LCRDA leadership regarding media announcements, drafting of press releases and website content, and will be producing marketing collateral once the Park's strategic plan is finalized.

CareerSource: Capital Region satellite office launch

EDC staff coordinated with strategic partners CareerSource: Capital Region, formerly Workforce PLUS, on the media announcement of their new satellite office located in the Chamber's downtown headquarters. This satellite office allows CareerSource to have a downtown presence and serve more executive job seekers. The EDC also helped promote the organizations' official name change to CareerSource: Capital Region in February 2014.

Digital Media

- **Website:** www.taledc.com
 - 8,776 visitors
 - 29,693 page views
 - 2.5 pages per visitor
 - 71.10% are new visitors
- **FSU/EDC: A Winning Combination Video**

A video produced in conjunction with FSU was developed to promote the region piggybacking off of FSU's national championship in football and the national spotlight that was shown on the community as a result. The video featured EDC VP Kyle Touchstone as well as FSU President Eric Barron and VP of Research Dr. Gary Ostrander highlighting the university's successes along with the resources that the EDC can provide for relocating businesses. It was sent via email by both the EDC and FSU to

more than 2,000 site consultants, real estate professionals and researchers around the country. The video can be found on the home page of the EDC website (taledc.com).

- **Global e-News and Investor Insider**

The Investor Insider is an email newsletter providing exclusive updates to our growing list of investors on projects, programs and economic development news. The monthly Global e-News has a vast global audience providing updates on industry growth, education advancement, and community strengths. The e-News are great conversation starters between the Executive Director and site selectors, community leaders and more.

- **Facebook** – www.facebook.com/TalEDC
- **Twitter** – @TalEDC

C. Financial Assistance

Grants and Matching Funds Assistance

- **TRADE Grant**

During the reporting period, the EDC, in its role as the Capital Regional Manufacturing Association, was awarded a three year grant to expand Advanced Manufacturing Training in our region and in partnership with TCC, the TCC Advanced Manufacturing Training Center, CareerSource Capital Region, the Manufacturers Association of Florida and regional private manufacturing partners. Significant planning and public information work related to the initial grant implementation phase was performed by EDC staff including stimulation of regional advanced manufacturing internship training, private sector awareness of grant benefits, job development assistance and related TRADE grant activities.

- **Quick Response Training**

Lead agency for new CareerSource (formerly Workforce Florida) Quick Response Training Consortium Grant for Manufacturing in the Capital Region

II. Number of new direct jobs as a result of a business being moved into the area or expanding in the area due to the assistance of the EDC:

Tallahassee MSA had an increase of 2,800 jobs from September 2013 to September 2014 (1.7% growth) in net new jobs. U.S. Bureau of Labor Statistics.

III. Capital investment of businesses who have been assisted by the EDC

- Enterprise Zone applicant capital investment dollars:
- Building Materials Purchased: \$9,571,200.01

IV. The type of incentives and the amount of incentives that the EDO has successfully assisted businesses in receiving

Enterprise Zone

There were a total of 28 Enterprise Zone incentive applications filed for FY13-14; for a total amount of potential tax refunds or credits in the amount of \$247,753.

- Building Materials Sales Tax Refund \$106,513.41
- Building Equipment Sales Tax Refund \$30,883.74

- Jobs Credit for Sales Tax \$12,070

Targeted Business Program

The Targeted Business Program is a Tallahassee/Leon County local incentive program by which qualifying businesses that are making a capital investment and adding jobs can apply for a refund of a portion of the development fees and increase in ad valorem taxes as a result of the project.

- One applicant in Health Sciences Sector - refund review process underway

Qualified Targeted Industry Tax Refund Program

The Qualified Target Industry (QTI) Tax Refund Program is a tool available to Florida communities to encourage quality job growth in targeted high value-added industries. Pre-approved applicants who create jobs in Florida receive tax refunds of \$3,000 per net new full-time equivalent Florida job created; \$6,000 in an Enterprise Zone or Rural County. For businesses paying 150 percent of the average annual wage, add \$1,000 per job; for businesses paying 200 percent of the average annual salary, add \$2,000 per job. New or expanding businesses in selected targeted industries or corporate headquarters are eligible.

- No projects have received a QTI award for FY 2013-2014; however there are 2 in the pipeline at present.

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Cristina Paredes, Director, Office of Economic Vitality

FROM: Patrick T. Kinni, Deputy County Attorney

DATE: November 20, 2014

SUBJECT: Agreement for Economic Development

As a follow up to our meeting on this date, attached hereto for your use and consideration is the Agreement for Economic Development. This agreement incorporates the changes as discussed in our meeting.

Should you have any questions, please do not hesitate to contact our office at your earliest convenience.

PTK/kam

Attachments

cc: Scott Ross, Director, Office of Financial Stewardship
Timothy P. Barden, Principle Management & Budget Analysis

AGREEMENT FOR ECONOMIC DEVELOPMENT

This Agreement is made and entered into on this _____ day of _____, 2014, by and between Leon County, a political subdivision of the State of Florida, the “County,” and the Economic Development Council of Tallahassee/Leon County, Inc., the “Grantee”, hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County, by and through its Board of County Commissioners, at its final public hearing on the fiscal year 2015 budget held on September 23, 2014, approved a grant of \$199,500, inclusive of \$25,000, constituting the economic development investment local match for EFI-Qualified Target Industries Incentive (“QTI”), out of the County’s general funds, effective October 1, 2014; and,

WHEREAS, the Grantee agrees to establish an environment for job creation and capital investment through a comprehensive program of work supporting business development, recruitment, retention, and expansion efforts; and,

WHEREAS, the Grantee has provided the County with a “Funding Request Application,” in which the Grantee set out and identified the activities which Grantee intends to undertake as a community service and identified the person or persons responsible for overseeing and ensuring that those services are, and would be, delivered; and,

WHEREAS, the Grantee is a not-for-profit organization as defined under Internal Revenue Code §501(c)(3); and,

WHEREAS, the funding herein is not to be construed by Grantee or anyone else as a continuing obligation on the part of the County; and,

WHEREAS, the Parties are desirous of reducing their intention to writing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and Grantee, do hereby agree as follows:

I. Recitals. The Recitals to this Agreement for Economic Development are incorporated herein and made a part hereof as if fully set forth below.

II. Effective Date and Term.

This Agreement shall commence on October 1, 2014, or on the date on which the Agreement has been signed by the last party required to execute same, whichever is later. This Agreement shall end at midnight, local time in Tallahassee, Florida, on September 30, 2015.

III. Services to be Provided

A. Grantee shall provide those activities and services (“Services”) identified in the Funding Request Application submitted to the County, in which the Grantee set out and identified the activities and Services which it would undertake as a community service and identified the person or persons responsible for overseeing and assuring that those Services would be delivered, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully set forth below, to the extent it is not inconsistent with the provisions herein.

B. The Grantee agrees to establish an environment for job creation and capital investment through a comprehensive program of work supporting business development, recruitment, retention, and expansion efforts through product development, marketing, research, technical and business assistance.

C. The Grantee shall provide an emphasis on connecting the private sector, education and government to foster entrepreneurialism, enhance local businesses, grow targeted industry sectors, and attract innovative companies to the region. The

Grantee will focus on product development, marketing, research, technical and business assistance, establishment and oversight of industry sector initiatives that strengthen the competitive advantage of the region and management of special incentives and zones to include but not limited to the Enterprise Zone (EZ) and the Targeted Business Program.

- D. The Grantee agrees to monitor and advance industry sector initiatives that strengthen the competitive advantage of the region and management of special incentives and zones. The Grantee shall serve as the nexus for the private sector, education and government to foster entrepreneurialism, enhance local businesses, grow targeted industry sectors, and attract innovative companies to the region. The Grantee will track job creation, job retention and capital investment related to business retention, expansion, development, and recruitment efforts.
- E. The Grantee shall serve as Enterprise Zone Administrator for EZ 3701, and shall be responsible for coordination of the Enterprise Zone Development Agency Board.
- F. The Grantee shall establish and maintain a QTI Administrator, whose responsibilities include managing and coordinating the QTI Program.
- G. The Grantee shall create, in coordination with the County and the City of Tallahassee, a standardized process for the review of direct or cash incentive requests made by any relocating and/or expanding business enterprise. The Grantee will maintain an inventory of local, state and federal incentive programs available to qualified business enterprises based on but not limited to targeted sector, capital investment, above average wages and benefit levels of those employment positions that the applicant business enterprise proposes to create.

- H. The Grantee shall coordinate with local economic development partners to facilitate and build upon the success of Entrepreneur Month.
 - I. The Grantee shall partner with the County and Domi Education to host two "open house" events each year at the Domi incubator (located at 918 Railroad Ave., Tallahassee, FL). The open house events shall feature Domi Business Incubator program members, their startup businesses, and the Domi incubator partners.
 - J. The Grantee shall partner with Domi Education to host and coordinate two private social activities at the Domi incubator each year to help immerse the incubator members with local business leaders. The EDC will be responsible for all costs associated with the open house activities, other than the use of the Domi incubator premises, which shall be provided free of charge to the EDC.
 - K. The Grantee shall partner with Domi Education to offer, at minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with the Domi Business Incubator program. Said training will be coordinated by the EDC in conjunction with Domi and may take place at the Domi incubator location, or at an off-site location mutually agreed to by Domi and the EDC.
 - L. Grantee shall be responsible for all expenses associated with the delivery of Services required by this Agreement.
 - M. Grantee shall comply with all applicable laws, ordinances, and regulations governing its operation and in the provision of Services herein required.
- IV. Budget and Grant Funds Distribution.
- A. County Agrees to provide \$199,500 in grant funding, for those Services provided by Grantee under this Agreement.

- B. The County will advance the Grantee \$99,750 of its grant funding which has been allocated under this Agreement upon receipt of an appropriate invoice, and the remaining \$99,750 of its funding which has been allocated under this Agreement upon receipt of the mid-year report as set forth in Exhibit B.
- C. Any future distributions to the Grantee will be contingent upon compliance with this Agreement and the status of previously disbursed funds to the Grantee.
- D. Upon the occurrence of a termination of this Agreement, the Grantee shall remit all unexpended funds to the County within ten (10) business days following the effective date of such termination.
- E. Funding for Services shall end September 30, 2015. The Grantee shall return any unexpended funds to the County by October 10, 2015.
- F. County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

V. Audits, Inspections, Investigations, Records, and Retention:

The Grantee Agrees:

- A. To submit a mid-year and annual report to the County detailing Grantee's efforts in business recruitment, retention, and activities as the Enterprise Zone Coordinator and QTI Administrator. The annual report shall be submitted to the County by November 13, 2015 and shall be in a format compliant with section 125.045, Florida Statutes. The mid-year and annual reports shall detail how County funds were spent and the results of the Grantee's efforts, and shall, at a minimum, include data on the number of jobs created, the job creation potential of projects in Leon County, and follow-up information on businesses receiving

assistance from the Grantee in previous years. The Grantee shall also provide the County with a semi-annual performance report on meeting the current fiscal year program objectives and an annual financial audit for the prior fiscal year no later than the last day of March, 2015. A job is defined for purposes of this Agreement as the created or projected creation of a direct job according to the documented projects worked by the Grantee within the contract period. The Grantee may only report those jobs in which the employer acknowledges the assistance provided by the Grantee as playing a material role in the decision to relocate, create, expand, or retain any such employment position.

- B. Upon the Leon County Board of County Commissioners' formal acceptance of the annual report at a publicly advertised meeting, the Grantee shall submit the annual report to the State of Florida as prescribed in section 125.045, Florida Statutes.
- C. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This includes the retention of 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 six years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of the six 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, at no additional cost to the County. Records shall be

retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

- D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County.
- E. To provide a financial compliance audit to the County and to ensure that all related party transactions are disclosed to the auditor.
- F. To comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.

VI. Use of Funds for Lobbying Prohibited.

The Grantee agrees not to utilize directly or indirectly, funds provided hereunder for the purpose of lobbying the Leon County Board of County Commissioners, the City of Tallahassee, the Legislature, the Judicial Branch, or any State Agency. This section does not prohibit the Grantee from communicating with County Commissioners, County staff, the media, or the general public on pending or ongoing economic development projects.

VII. Termination.

- A. This Agreement may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing by the Parties. Said notice shall be delivered by United States Postal Service or any expedited delivery service that provides

verification of delivery, or by hand delivery to the County Administrator or representative of the Grantee.

- B. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 24 hours notice in writing to the Grantee. Said notice shall be sent by United States Postal Service or any expedited delivery service that provides verification of delivery. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- C. This Agreement may be terminated as a result of the Grantee's non-performance and/or breach of this Agreement upon not less than 24 hours' written notice to the Grantee. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the County's right to any other available remedies at law or in equity.
- D. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination.

VIII. General Provisions.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of

the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

- I. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a “Force Majeure Event” which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney’s fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

- M. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. Publicity. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by the County or refer to the existence of this Agreement in press releases, advertising or materials distributed by the Grantee to its respective customers.
- O. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she 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 the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category two,

for a period of 36 months from the date of being placed on the convicted vendor list.

- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- Q. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- S. Indemnity. The Grantee agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all

claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. The County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars (\$10.00) of the amount paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.

T. Agency. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the County.

U. Public Records. The Grantee shall:

1. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter "Public Records".
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

V. Sovereign Immunity. Nothing herein shall be construed as a waiver of any rights and privileges afforded the County under section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

ECONOMIC DEVELOPMENT COUNCIL
OF TALLAHASSEE/LEON COUNTY

By: _____
Its _____

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



2013/2014 Non-Departmental Funding Request Application



A. Organizational Information

Legal Name of Agency: Economic Development Council of Tallahassee/Leon County, Inc.

Agency Representative: Suzanne M. Dick, President

Physical Address: 115 N. Calhoun Street, Tallahassee, FL 32301

Mailing Address: P O Box 1639, Tallahassee, FL 32302

Telephone: (850) 224-8116

Fax: (850) 224-0877

E-mail Address: sdick@taledc.com

Agency Employer ID Number (FEIN): 59-337-4108

Does the Agency have a **501(c) (3)** status? Yes: x No:

Date of Agency Incorporation: May 5, 1995
Attach Articles of Incorporation

Please be thorough in your responses to the questions in the attached application. Also, attach the Agency's most recent 990 Tax Return or most recent completed tax return.

B. Program Information

1. Succinctly describe the program for which funding is being requested. Please include types of services provided. (Attach additional pages as necessary):

Act as the primary marketing agent for Leon County and the Capital Region for business retention, expansion and recruitment as related to value-added, private sector job creation. Additionally, the EDC will serve as the source for economic and market-related trends.

2. Why is this funding being requested? If this funding request is not approved, what would be the impact on your agency or program for which funding is sought?

This funding is requested to continue the Economic Development public/private partnership between Leon County and the EDC. If this funding request is not approved, new business establishments and existing business retentions and expansions, in terms of jobs created, would be significantly reduced. Additionally, business assistance and services would be negatively affected. Existing companies located in Leon County and the Region would not have access to the resources available through the EDC.

3. Projected program impact/outcome results: What is the projected impact on the target population?

Creation, retention and expansion of local companies necessary to promote quality employment and investment opportunities in Leon County and the Region.

Continued progress in the economic diversification of Leon County and the Region through cooperative work with Leon County, the City of Tallahassee, the educational community and private sector partners to leverage technical and financial resources to support progressive business development.

Continued recruitment of new capital investment and jobs to Leon County and the Region.

4. List the targeted population projected to be served or benefit from this program.

All segments of the community and region will benefit from the initiatives.

5. Provide the methods that are being used effectively to attain this program's targeted population.

The EDC has broad community representation as evidenced by its public/private partnerships, memberships and Roundtable Industry Sector Programs. Eligible workforce as well as current governmental employees would have the opportunity to benefit from private sector recruitment. In addition, targeted programs to address the Southern Strategy area have been created.

6. Outline the phases and time frames in which this program or event will be accomplished if funded.

FY 2013-14 (October 1, 2013-September 30, 2014)

7. List the program's short-term, intermediate, and long-term goals.

Short-term Goals: Continue to enhance the local quality of life by promoting the attraction, creation and preservation of quality jobs, companies and investment opportunities through business expansion, recruitment and retention activities. Continue the oversight of industry sector initiatives that strengthen the competitive advantage of the region. Continue to serve as the nexus for the private sector, education and government to foster entrepreneurialism, enhance local businesses, grow targeted industry sectors and attract innovative companies to the region. Continue to serve as Administrator of the Enterprise Zone Development Agency; Administrator of the Qualified Targeted Industry Tax Refund program for Leon County.

Intermediate-term Goals: Continue sector development through the First Focus on Local Business

Initiative which provides retention and expansion support for local businesses, beyond the targeted industry sectors; identification of issues affecting individual companies and the regional business climate; as well as access to labor market information

Continue to develop a program for cultivating growth companies which will provide access to high-end, quick-response technical assistance and business resources for companies that have grown beyond the startup phase and need access to information and decision-making tools typically available only to larger companies; interaction with a team of highly trained and experienced analysts

Continue to improve and develop an International Business program through providing access to an experienced advisory council, educational forums, trade missions and key resources for businesses looking to export goods and services or attract foreign direct investment

Long-term Goals:

• **Business Climate Goal**

Create a pro-business environment that produces higher wage jobs and prosperity for the region through support of entrepreneurs, small businesses and companies within targeted industries.

• **Workforce & Education Goal**

Develop a seamless system between workforce providers, educators, and business leaders that propels the region in the global economy.

• **Sites & Infrastructure Goal**

Provide the facilities and infrastructure needed to help existing and targeted industries succeed while improving the quality of the physical environment for residents.

• **Quality of Life Goal**

Preserve or improve the quality of life present, enhance the quality of life amenities necessary to attract new residents and businesses who can and will call this community home.

• **Economic Development & Marketing Goal**

Increase awareness of the region as a business and tourism location destination, and promote stronger regional collaboration in support of both.

8. What other agencies in Leon County (governmental, non-profit, and private) provide services similar to those which would be provided by this funding?

None

9. List any Agency partnerships and collaboration related to this program.

Agency	Partnership/Collaboration
See below	

First Focus on Local Business (First Focus) is an existing industry/business retention and expansion program. First Focus is a cooperative initiative of Tallahassee MSA economic development organizations, small business resources, education and workforce development with the purpose of proactively engaging local firms to assist them in expanding facilities, creating jobs and diversifying the local economic base.

Participating EDOs:

City of Tallahassee Economic Development Department
 EDC of Tallahassee/Leon County, Inc.
 Florida A&M University Technology Transfer
 Florida First Capital Finance Corporation
 Florida State University Technology Transfer
 Gadsden EDC
 Greater Tallahassee Chamber of Commerce
 Jefferson County EDC
 Jim Moran Institute for Global Entrepreneurship
 Leon County Research & Development Authority

Leon County Schools
 Leon County Tourist Development Council
 Lively Technical Center
 SCORE
 Small Business Development Center @ FAMU
 TCC Center for Economic & Workforce Development
 Wakulla County EDC
 Workforce Plus

Regional and State Resources:

Florida's Great Northwest
 Workforce Florida
 Enterprise Florida

C. Funding Information

10. Agency's current total budget: 2012/13 \$ 1,050,793(current) 2013/14 \$1,025,103(proposed)

11. Total cost of program: \$1,025,103

Use your response to Question 11 to answer Questions 12-13

12. Please list the 2012/13 funding amount and associated expenditures requested from **Leon County** and **Other Revenue Sources**:

Actual Expenditure Detail	Leon County Funded	Other Revenue Sources	Total
Compensation and Benefits	106,548	520,203	626,751
Professional Fees	3,400	16,600	20,000
Occupancy/Utilities/Network	14,810	72,306	87,116
Supplies/Postage	681	3,325	4,006
Equipment Rental, Maintenance, Purchase	532	2,595	3,127
Meeting Costs/Travel/Transportation	7,540	36,810	44,350
Staff/Board Development/Recruitment	0	0	0
Awards/Grants/Direct Aid	0	22,000	22,000
Bad Debts/Uncollectible	850	4,150	5,000
Bonding/Liability/Directors Insurance	255	1,245	1,500
Other Expenses (please itemize)*	40,282	196,661	236,943
Total	174,898	875,895	1,050,793
Advertising	14,620	71,380	86,000
Business Retention	4,293	20,957	25,250
Depreciation	4,250	20,750	25,000
EDC Partnerships	4,250	20,750	25,000
Licenses/Taxes/Fees	27	129	156
Printing	517	2,520	3,037
Project Development	11,900	58,100	70,000
SBA/EEP	425	2,075	2,500
Subtotal*	40,282	196,661	236,943

13. Please list the following Revenue Sources for the current year and the upcoming year below:

Revenue Sources	2012/13 (Current)	2013/14 (Proposed)
Leon County (not CHSP)	174,500	174,500
City of Tallahassee (not CHSP)	115,000	115,000
United Way (not CHSP)		
State		
Federal	120,000	100,000
Grants		
Contributions/Special Events		
Dues/Memberships	627,253	622,253
Program Service Fees	13,800	13,175
Utilized Reserves		
Other Income (please itemize)	240 Interest Income	175 Interest Income
Total	1,050,793	1,025,103

14. Please list the following expenses for the current year and the upcoming year below:

FY 2013/2014 Non-Departmental Funding Request Application

Expenses	2012/13 (Current)	2013/14 (Proposed)
Compensation and Benefits	626,751	576,915
Professional Fees	20,000	15,000
Occupancy/Utilities/Network	87,116	113,953
Supplies/Postage	4,006	4,400
Equipment Rental, Maintenance, Purchase	3,127	4,500
Meeting Costs/Travel/Transportation	44,350	36,350
Staff/Board Development/Recruitment	0	0
Awards/Grants/Direct Aid	22,000	30,000
Bad Debts/Uncollectible	5,000	5,000
Bonding/Liability/Directors Insurance	1,500	1,600
Other Expenses (please itemize)*	236,943	237,385
Total	1,050,793	1,025,103
Advertising	86,000	75,000
Business Retention	25,250	20,500
Depreciation	25,000	35,000
EDC Partnerships	25,000	25,000
Licenses/Taxes/Fees	156	560
Printing	3,037	1,825
Project Development	70,000	70,000
SBA/EEP	2,500	9,500
Subtotal*	236,943	237,385

15. Describe actions to secure additional funding. Please be specific.

Twenty-eight percent of funding is from Leon County and the City of Tallahassee. The balance is generated through a private funding campaign. Approximately 105 companies invest a total of \$601,875. The U. S. Small Business Administration provides \$120,000 in grant money annually to support the Entrepreneurial Excellence Program administered by the EDC.

16. Will this program or event recur every year?

No: _____ Yes: x

17. Would funding by Leon County be requested in subsequent years for successful completion of the program?

No: _____ Yes: x

If "yes," estimate, the amount of next year's funding request: \$199,500*

*includes \$25,000 for QTI Match Fund.

18. Has Leon County ever contributed funds to this program in the past 5 years?

No: _____ Yes: x ATTACHMENT A

If "yes," list date(s), recipient or agency, program title and amount of funding:

Date	Recipient or Agency	Program Title	Funding Amount
------	---------------------	---------------	----------------

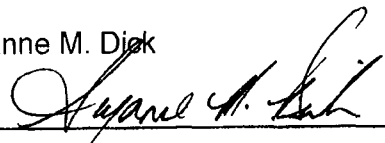
FY 2013/2014 Non-Departmental Funding Request Application

19. Attach a copy of the Agency's most recent financial report or audit if available. Please include the management letter with the audit.

CERTIFICATION

I, the undersigned representative of the Agency, organization or individual making this request, certify that to the best of my knowledge all statements contained in this request and its attachments are true and correct.

Print Name: Suzanne M. Dijk

Signature: 

Date Signed: April 12, 2013

ATTACHMENT A

**Economic Development Council of Tallahassee/Leon County, Inc. FY 2013-14
Previous Leon County Funding Worksheet**

Date	Recipient	Project Title	Total		
			Operational	QTI Match	Funding Level
FY 2013	EDC	EDC	174,500.00	25,000.00	199,500.00
FY 2012	EDC	EDC	174,500.00	25,000.00	199,500.00
FY 2011	EDC	EDC	174,500.00	25,000.00	199,500.00
FY 2010	EDC	EDC	174,500.00	25,000.00	199,500.00
FY-2009	EDC	EDC	174,500.00	25,000.00	199,500.00
FY-2008	EDC	EDC	174,500.00	25,000.00	199,500.00
FY-2007	EDC	EDC	174,500.00	25,000.00	199,500.00
FY-2006	EDC	EDC	185,000.00	25,000.00	210,000.00
FY-2005	EDC	EDC	185,000.00	25,000.00	210,000.00
FY-2004	EDC	EDC	185,000.00	25,000.00	210,000.00
FY-2003	EDC	EDC	185,000.00	25,000.00	210,000.00
FY-2002	EDC	EDC	150,000.00	25,000.00	175,000.00
FY-2001	EDC	EDC	150,000.00	25,000.00	175,000.00
FY-2000	EDC	EDC	150,000.00	25,000.00	175,000.00
FY-1999	EDC	EDC	150,000.00	25,000.00	175,000.00
FY-1998	EDC	EDC	100,000.00		100,000.00
FY-1997	EDC	EDC	45,000.00		45,000.00
FY-1996	EDC	EDC	50,000.00		50,000.00
FY-1995	EDC	EDC	25,000.00		25,000.00
FY-1994	Project 2010	Project 2010	-		-
FY-1993	Project 2010	Project 2010	-		-

EXHIBIT B
NON-DEPARTMENTAL FUNDING AGREEMENT

Line Item Agency Performance Report Format & Instructions

Agency Name: _____

Please provide the following information and please keep the report to a maximum of five pages.
(Not including attachments)

1. Program Name:
2. Program Objective:
3. Services Provided:
4. Service Delivery Strategy:
5. Target Population:
6. Method used to effectively reach target population:
7. Program Resources:
(Input: Resource including \$ amount directly related to program. Ex: employees, volunteers, materials, etc.)
8. Program Capacity:
9. Number of Participants: _____ Cost per Participant: \$ _____
(Output -- Number benefited from services)
10. Program Goals:
 - a. Short-term
 - b. Intermediate
 - c. Long-term
11. Objectives: (Intended impact/outcome results)
 - a. Activities
 - b. Time Frame
 - c. Key Performance Indicators (Quantifiable)
 - d. Outcome Measures
(Benefits or changes for participants during and after their involvement with the program.)
12. Data Collection Method:
13. Number of Participants that left or were dropped from the program:
14. Provide Participants demographic data:
(Age, gender, race/ethnicity, marital status, income, economic status, area of residence and including the participants' condition/status both before and after services are.)
15. If possible, please provide participant program satisfaction data: (Surveys, etc.)
16. List any agency partnerships and collaborations related to this program.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from Dennis G. Adams Trust and a Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director t Jill Weisman, Sr. Environmental Review Biologist

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from Dennis G. Adams Trust and a Conservation Easement form Lex C. Thompson for the Mahan Pines Subdivision (Attachment #1).

Report and Discussion

Background:

The grantor is preserving a watercourse, and associated floodplain, consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process (Attachment #1). The Mahan Pines Subdivision is located on the north side of Mahan Drive, between Hill-n-Dale Drive and Lambert Lane (Attachment #2). The preserved areas total 5.3 acres.

Analysis:

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

Options:

1. Approve and accept for recording the Conservation Easement from Dennis G. Adams Trust and the Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision.
2. Do not approve and do not accept for recording the Conservation Easement from Dennis G. Adams Trust and the Conservation Easement from Lex C. Thompson for the Mahan Pines Subdivision.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement
2. Specific Location Map for the Mahan Pines Subdivision

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 9th day of SEPTEMBER, 2014, by Dennis G. Adams Trust Dated 6/13/96, whose mailing address is 5640 Balsam Street, Milton, Florida 3583 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered.

Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

Dennis G. Adams
(Name typewritten)

Dennis G. Adams
(Signature)

Trustee for Dennis G. Adams

Andrew T. Price
(Sign)

Andrew T. Price
(Print Name)

WITNESSES:

[Signature]
(Sign)
Lex C. Thompson
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of September, 2014
by Dennis G. Adams, who is personally known to me or who has produced
(name of person acknowledging)

_____ as identification.
(type of identification produced)

[Signature]
(Signature of Notary)

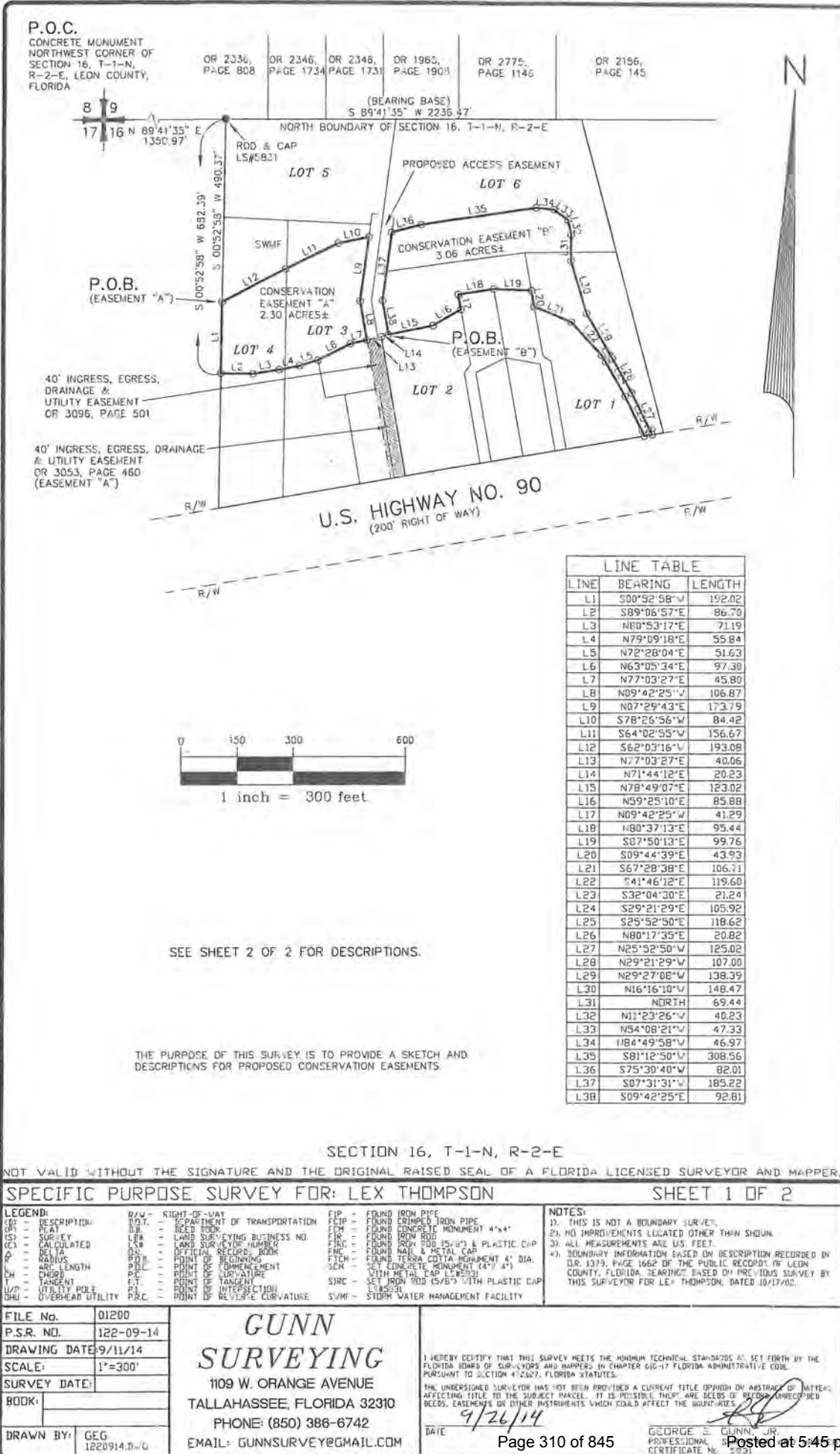
(Print, Type or Stamp Name of Notary)

(Title or Rank)

(Serial Number, If Any)



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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°52'58"W	192.02
L2	S89°06'57"E	86.70
L3	N80°53'17"E	71.19
L4	N79°09'18"E	55.84
L5	N72°28'04"E	51.63
L6	N63°05'34"E	97.30
L7	N77°03'27"E	45.80
L8	N09°42'25"W	106.87
L9	N07°29'43"E	173.79
L10	S78°26'56"W	84.42
L11	S64°02'55"W	156.67
L12	S62°03'16"W	193.08
L13	N77°03'27"E	40.06
L14	N71°44'12"E	20.23
L15	N78°49'07"E	123.02
L16	N59°25'10"E	85.88
L17	N09°42'25"W	41.29
L18	N80°37'13"E	95.44
L19	S87°50'13"E	99.76
L20	S09°44'39"E	43.93
L21	S67°28'38"E	106.71
L22	S41°46'12"E	119.60
L23	S32°04'30"E	21.24
L24	S29°21'29"E	105.92
L25	S25°52'50"E	118.62
L26	N80°17'35"E	20.82
L27	N25°52'50"W	125.02
L28	N29°21'29"W	107.00
L29	N29°27'08"W	138.39
L30	N16°16'10"W	148.47
L31	NORTH	69.44
L32	N11°23'26"W	40.23
L33	N54°08'21"W	47.33
L34	N84°49'58"W	46.97
L35	S81°12'50"W	308.56
L36	S75°30'40"W	82.01
L37	S07°31'31"W	185.22
L38	S09°42'25"E	92.81

SEE SHEET 2 OF 2 FOR DESCRIPTIONS.

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A SKETCH AND DESCRIPTIONS FOR PROPOSED CONSERVATION EASEMENTS

SECTION 16, T-1-N, R-2-E

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SPECIFIC PURPOSE SURVEY FOR: LEX THOMPSON

SHEET 1 OF 2

LEGEND:	
CD	DESCRIPTION
CP	PLAT
CS	SURVEY
CC	CALCULATED
DELTA	RADIUS
R	ARC LENGTH
CH	CHORD
T	TANGENT
U	UTILITY POLE
OHU	OVERHEAD UTILITY
R/W	RIGHT-OF-WAY
CP	CONCRETE MONUMENT
LS	LAND SURVEYING BUSINESS NO.
LS#	LAND SURVEYING BUSINESS NO.
DELTA	POINT OF BEGINNING
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
I.P.	POINT OF INTERSECTION
P.I.	POINT OF INTERSECTION
P.R.C.	POINT OF REVERSE CURVATURE
FIP	FOUND IRON PIPE
CFIP	FOUND CRIMPED IRON PIPE
FCM	FOUND CONCRETE MONUMENT 4"x4"
FIR	FOUND IRON ROD
FIC	FOUND IRON ROD 1/2" DIA. & PLASTIC CAP
FNC	FOUND NAIL & METAL CAP
FTCH	FOUND TERRA COTTA MONUMENT 4" DIA.
SCH	SET CONCRETE MONUMENT 4"x4"
SIR	SET IRON ROD 1/2" DIA. WITH METAL CAP (LS#50)
SIRC	SET IRON ROD 5/8" DIA. WITH PLASTIC CAP (LS#50)
LS#50	SET IRON ROD 5/8" DIA. WITH PLASTIC CAP
SWMF	STORM WATER MANAGEMENT FACILITY

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
3. ALL MEASUREMENTS ARE U.S. FEET.
4. BOUNDARY INFORMATION BASED ON DESCRIPTION RECORDED IN D.R. 1273, PAGE 1662 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEARING DATE OF PREVIOUS SURVEY BY THIS SURVEYOR FOR LEX THOMPSON, DATED 10/17/00.

FILE NO.	01200
P.S.R. NO.	122-09-14
DRAWING DATE	9/11/14
SCALE:	1"=300'
SURVEY DATE:	
BOOK:	
DRAWN BY:	GEG 1220914.DWG

GUNN SURVEYING
1109 W. ORANGE AVENUE
TALLAHASSEE, FLORIDA 32310
PHONE: (850) 386-6742
EMAIL: GUNNSURVEY@GMAIL.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 610-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 420.07, FLORIDA STATUTES.
THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF TITLES AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE DEEDS OF RECORD UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
DATE: 9/26/14
GEORGE S. GUNN, JR.
PROFESSIONAL SURVEYOR
CERTIFICATE NO. 5891

REVISIONS:

CONSERVATION EASEMENT "A"

A portion of lands as described in Official Records Book 1379, Page 1662 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Section 16, Township 1 North, Range 2 East, Leon County, Florida and run North 89 degrees 41 minutes 35 seconds East along the North boundary of said Section 16 a distance of 1350.97 feet to an iron rod with cap (LS#5831) marking the Northwest corner of said lands described in Official Records Book 1379, Page 1662; thence run South 00 degrees 52 minutes 58 seconds West along the West boundary of said lands a distance of 490.37 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 52 minutes 58 seconds West along said West boundary a distance of 192.02 feet; thence run South 89 degrees 06 minutes 57 seconds East 86.70 feet; thence run North 80 degrees 53 minutes 17 seconds East 71.19 feet; thence run North 79 degrees 09 minutes 18 seconds East 55.84 feet; thence run North 72 degrees 28 minutes 04 seconds East 51.63 feet; thence run North 63 degrees 05 minutes 34 seconds East 97.30 feet; thence run North 77 degrees 03 minutes 27 seconds East 45.80 feet; thence run North 09 degrees 42 minutes 25 seconds West 106.87 feet; thence run North 07 degrees 29 minutes 43 seconds East 173.79 feet; thence run South 78 degrees 26 minutes 56 seconds West 84.42 feet; thence run South 64 degrees 02 minutes 55 seconds West 156.67 feet; thence run South 62 degrees 03 minutes 16 seconds West 193.08 feet to the POINT OF BEGINNING. Containing 2.30 acres, more or less.

CONSERVATION EASEMENT "B"

A portion of lands as described in Official Records Book 1379, Page 1662 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Section 16, Township 1 North, Range 2 East, Leon County, Florida and run North 89 degrees 41 minutes 35 seconds East along the North boundary of said Section 16 a distance of 1350.97 feet to an iron rod with cap (LS#5831) marking the Northwest corner of said lands described in Official Records Book 1379, Page 1662; thence run South 00 degrees 52 minutes 58 seconds West along the West boundary of said lands a distance of 682.39 feet; thence run South 89 degrees 06 minutes 57 seconds East 86.70 feet; thence run North 80 degrees 53 minutes 17 seconds East 71.19 feet; thence run North 79 degrees 09 minutes 18 seconds East 55.84 feet; thence run North 72 degrees 28 minutes 04 seconds East 51.63 feet; thence run North 63 degrees 05 minutes 34 seconds East 97.30 feet; thence run North 77 degrees 03 minutes 27 seconds East 45.80 feet; thence continue North 77 degrees 03 minutes 27 seconds East 40.06 feet; thence run North 71 degrees 44 minutes 12 seconds East 20.23 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 78 degrees 49 minutes 07 seconds East 123.02 feet; thence run North 59 degrees 25 minutes 10 seconds East 85.88 feet; thence run North 09 degrees 42 minutes 25 seconds West 41.29 feet; thence run North 80 degrees 37 minutes 13 seconds East 95.44 feet; thence run South 87 degrees 50 minutes 13 seconds East 99.76 feet; thence run South 09 degrees 44 minutes 39 seconds East 43.93 feet; thence run South 67 degrees 28 minutes 38 seconds East 106.71 feet; thence run South 41 degrees 46 minutes 12 seconds East 119.60 feet; thence run South 32 degrees 04 minutes 30 seconds East 21.24 feet; thence run South 29 degrees 21 minutes 29 seconds East 105.92 feet; thence run South 25 degrees 52 minutes 50 seconds East 118.62 feet; thence run North 80 degrees 17 minutes 35 seconds East 20.82 feet; thence run North 25 degrees 52 minutes 50 seconds West 125.02 feet; thence run North 29 degrees 21 minutes 29 seconds West 107.00 feet; thence run North 29 degrees 27 minutes 08 seconds West 138.39 feet; thence run North 16 degrees 16 minutes 10 seconds West 148.47 feet; thence run North 69.44 feet; thence run North 11 degrees 23 minutes 26 seconds West 40.23 feet; thence run North 54 degrees 08 minutes 21 seconds West 47.33 feet; thence run North 84 degrees 49 minutes 58 seconds West 46.97 feet; thence run South 81 degrees 12 minutes 50 seconds West 308.56 feet; thence run South 75 degrees 30 minutes 40 seconds West 82.01 feet; thence run South 07 degrees 31 minutes 31 seconds West 185.22 feet; thence run South 09 degrees 42 minutes 25 seconds East 92.81 feet to the POINT OF BEGINNING. Containing 3.06 acres, more or less.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SPECIFIC PURPOSE SURVEY FOR: LEX THOMPSON SHEET 2 OF 2

LEGEND:		NOTES:	
(D) - DESCRIPTION	R/O - RIGHT-OF-WAY	FIP - FOUND IRON PIPE	1) THIS IS NOT A BOUNDARY SURVEY.
(P) - PLAT	D.O.T. - DEPARTMENT OF TRANSPORTATION	PCIP - FOUND CRIMPED IRON PIPE	2) NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
(S) - SURVEY	R.B. - REED BOOK	CCM - FOUND CONCRETE MONUMENT 4"x4"	3) ALL MEASUREMENTS ARE U.S. FEET.
(C) - CALCULATED	L.S.# - LAND SURVEYING BOOK (REG.) NO.	IRP - FOUND IRON ROD	4) BOUNDARY INFORMATION BASED ON DESCRIPTION RECORDED IN
Δ - DELTA	L.S.# - LAND SURVEYOR NUMBER	FIC - FOUND IRON ROD (5/8") & PLASTIC CAP	DR. 1379, PAGE 1662 OF THE PUBLIC RECORDS OF LEON
R - RADIUS	O.R. - OFFICIAL RECORDS BOOK	FNC - FOUND NAIL & METAL CAP	COUNTY, FLORIDA. HEARINGS BASED ON PREVIOUS SURVEY BY
L - ARC LENGTH	P.O.B. - POINT OF BEGINNING	FTCM - FOUND TERRAZZO CONCRETE MONUMENT 4" DIA.	THIS SURVEYOR FOR LEX THOMPSON, DATED 10/17/02.
CH - CHORD	P.O.C. - POINT OF COMMENCEMENT	SCM - SET CONCRETE MONUMENT (8"x4")	
T - TANGENT	P.O.C. - POINT OF COMMENCEMENT	SMC - SET METAL CAP (5/8"x1")	
U/P - UTILITY POLE	P.T. - POINT OF TANGENT	SIRC - SET IRON ROD (5/8") WITH PLASTIC CAP	
OHU - OVERHEAD UTILITY	P.I. - POINT OF INTERSECTION	SWMP - STORM WATER MANAGEMENT FACILITY	
	P.R.C. - POINT OF REVERSE CURVATURE		

FILE NO.	01200
P.S.R. NO.	122-09-14
DRAWING DATE	9/11/14
SCALE:	1"=300'
SURVEY DATE:	
BOOK:	
DRAWN BY:	G.E.G. 1220914.DWG

GUNN SURVEYING
1109 W. ORANGE AVENUE
TALLAHASSEE, FLORIDA 32310
PHONE: (850) 386-6742
EMAIL: GUNNSURVEY@GMAIL.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 600-12 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 413.20(1), FLORIDA STATUTES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF RECORDS AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE RECORDS OF RECORDS UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

DATE: 9/26/14

GEORGE E. GUNN, JR.
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 1220914

REVISIONS:

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 18th day of September, 2014, by Lex C. Thompson, whose mailing address is 6863 Proctor Road, Tallahassee, Florida 32309 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and

lawful authority to grant this easement and that the same is unencumbered.

Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

Lex C. Thompson
(Name typewritten)
[Signature]
(Signature)

WITNESSES:

[Signature]
(Sign)
AMY NORMAN HORNE
(Print Name)

[Signature]
(Sign)
Ann Black
(Print Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of September, 2014,
by Lex C. Thompson, who is personally known to me or who has produced
(name of person acknowledging)

_____ as identification.
(type of identification produced)

[Signature]
(Signature of Notary)

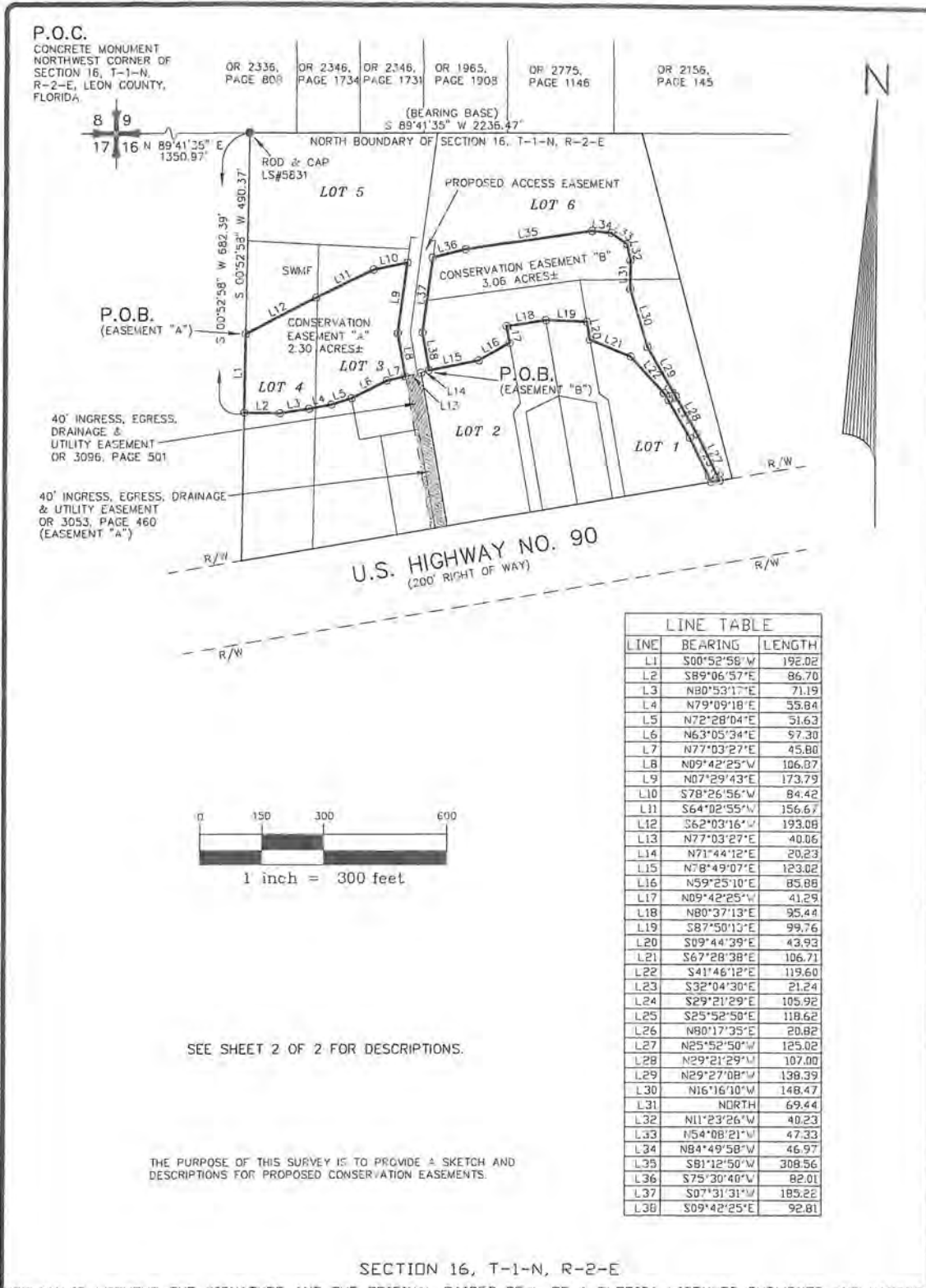


(Print, Type or Stamp Name of Notary)

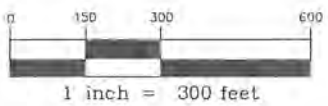
(Title or Rank)

(Serial Number, If Any)

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



LINE	BEARING	LENGTH
L1	S00°52'58"W	192.02
L2	S89°06'57"E	86.70
L3	N80°53'17"E	71.19
L4	N79°09'18"E	55.84
L5	N72°28'04"E	51.63
L6	N63°05'34"E	97.30
L7	N77°03'27"E	45.80
L8	N09°42'25"W	106.07
L9	N07°29'43"E	173.79
L10	S78°26'56"W	84.42
L11	S64°02'55"W	156.67
L12	S62°03'16"W	193.08
L13	N77°03'27"E	40.06
L14	N71°44'12"E	20.23
L15	N78°49'07"E	123.02
L16	N59°25'10"E	85.88
L17	N09°42'25"W	41.29
L18	N80°37'13"E	95.44
L19	S87°50'13"E	99.76
L20	S09°44'39"E	43.93
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L22	S41°46'12"E	119.60
L23	S32°04'30"E	21.24
L24	S29°21'29"E	105.92
L25	S25°52'50"E	118.62
L26	N80°17'35"E	20.82
L27	N25°52'50"W	125.02
L28	N29°21'29"W	107.00
L29	N29°27'08"W	138.39
L30	N16°16'10"W	148.47
L31	NORTH	69.44
L32	N11°23'26"W	40.23
L33	N54°08'21"W	47.33
L34	N84°49'58"W	46.97
L35	S81°12'50"W	308.56
L36	S75°30'40"W	82.01
L37	S07°31'31"W	185.22
L38	S09°42'25"E	92.81



SEE SHEET 2 OF 2 FOR DESCRIPTIONS.

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A SKETCH AND DESCRIPTIONS FOR PROPOSED CONSERVATION EASEMENTS.

SECTION 16, T-1-N, R-2-E

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SPECIFIC PURPOSE SURVEY FOR: LEX THOMPSON SHEET 1 OF 2

LEGEND:	R/W - RIGHT-OF-WAY	FIP - FOUND IRON PIPE	NOTES:
(B) - DESCRIPTION	DOT - DEPARTMENT OF TRANSPORTATION	FCP - FOUND COMPACTED IRON PIPE	1. THIS IS NOT A BOUNDARY SURVEY.
(C) - BEARING	DB - DEED BOOK	FCM - FOUND CONCRETE MONUMENT 4"x4"	2. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
(S) - SURVEY	LB - LAND SURVEYING BUSINESS NO.	FIR - FOUND IRON ROD	3. ALL MEASUREMENTS ARE U.S. FEET.
(C) - CALCULATED	TR - LAND SURVEYOR NUMBER	FIR - FOUND IRON ROD (5/8") & PLASTIC CAP	4. BOUNDARY INFORMATION BASED ON DESCRIPTION RECORDED IN
(D) - DELTA	DR - OFFICIAL RECORDS BOOK	FMC - FOUND NAIL & METAL CAP	OR 1379, PAGE 1662 OF THE PUBLIC RECORDS OF LEON
(R) - RADIUS	P.O.B. - POINT OF BEGINNING	FTCM - FOUND TERRAZO COTTA MONUMENT 4" DIA.	COUNTY, FLORIDA. BEARINGS BASED ON PREVIOUS SURVEY BY
(A) - ARC LENGTH	P.O.C. - POINT OF COMMENCEMENT	SCM - SET CONCRETE MONUMENT (4"x4")	THIS SURVEYOR FOR LEX THOMPSON, DATED 10/17/02.
(CH) - CHORD	P.C. - POINT OF CURVATURE	SJMC - SET IRON ROD (5/8")	
(T) - TANGENT	P.T. - POINT OF TANGENT	SIRC - SET IRON ROD (5/8") WITH PLASTIC CAP	
(U/P) - UTILITY POLE	P.I. - POINT OF INTERSECTION	LS#5831	
(O/U) - OVERHEAD UTILITY	P.R.C. - POINT OF REVERSE CURVATURE	SWMF - STORM WATER MANAGEMENT FACILITY	

FILE NO.	01200
P.S.R. NO.	122-09-14
DRAWING DATE	9/11/14
SCALE	1"=300'
SURVEY DATE	
BOOK	
DRAWN BY	GEG 1220914.DWG

GUNN SURVEYING
109 W. ORANGE AVENUE
TALLAHASSEE, FLORIDA 32310
PHONE: (850) 386-6742
EMAIL: GUNNSURVEY@GMAIL.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 610-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.02, FLORIDA STATUTES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ASSIGNMENT LETTERS AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

DATE: 9/26/14
GEORGE E. GUNN, JR.
PROFESSIONAL SURVEYOR
CERTIFICATE NO. 5194

REVISIONS:

CONSERVATION EASEMENT "A"

A portion of lands as described in Official Records Book 1379, Page 1662 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Section 16, Township 1 North, Range 2 East, Leon County, Florida and run North 89 degrees 41 minutes 35 seconds East along the North boundary of said Section 16 a distance of 1350.97 feet to an iron rod with cap (LS#5831) marking the Northwest corner of said lands described in Official Records Book 1379, Page 1662; thence run South 00 degrees 52 minutes 58 seconds West along the West boundary of said lands a distance of 490.37 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 52 minutes 58 seconds West along said West boundary a distance of 192.02 feet; thence run South 89 degrees 06 minutes 57 seconds East 86.70 feet; thence run North 80 degrees 53 minutes 17 seconds East 71.19 feet; thence run North 79 degrees 09 minutes 18 seconds East 55.84 feet; thence run North 72 degrees 28 minutes 04 seconds East 51.63 feet; thence run North 63 degrees 05 minutes 34 seconds East 97.30 feet; thence run North 77 degrees 03 minutes 27 seconds East 45.80 feet; thence run North 09 degrees 42 minutes 25 seconds West 106.87 feet; thence run North 07 degrees 29 minutes 43 seconds East 173.79 feet; thence run South 78 degrees 26 minutes 56 seconds West 84.42 feet; thence run South 64 degrees 02 minutes 55 seconds West 156.67 feet; thence run South 62 degrees 03 minutes 16 seconds West 193.08 feet to the POINT OF BEGINNING. Containing 2.30 acres, more or less.

CONSERVATION EASEMENT "B"

A portion of lands as described in Official Records Book 1379, Page 1662 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Section 16, Township 1 North, Range 2 East, Leon County, Florida and run North 89 degrees 41 minutes 35 seconds East along the North boundary of said Section 16 a distance of 1350.97 feet to an iron rod with cap (LS#5831) marking the Northwest corner of said lands described in Official Records Book 1379, Page 1662; thence run South 00 degrees 52 minutes 58 seconds West along the West boundary of said lands a distance of 682.39 feet; thence run South 89 degrees 06 minutes 57 seconds East 86.70 feet; thence run North 80 degrees 53 minutes 17 seconds East 71.19 feet; thence run North 79 degrees 09 minutes 18 seconds East 55.84 feet; thence run North 72 degrees 28 minutes 04 seconds East 51.63 feet; thence run North 63 degrees 05 minutes 34 seconds East 97.30 feet; thence run North 77 degrees 03 minutes 27 seconds East 45.80 feet; thence continue North 77 degrees 03 minutes 27 seconds East 40.06 feet; thence run North 71 degrees 44 minutes 12 seconds East 20.23 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 78 degrees 49 minutes 07 seconds East 123.02 feet; thence run North 59 degrees 25 minutes 10 seconds East 85.88 feet; thence run North 09 degrees 42 minutes 25 seconds West 41.29 feet; thence run North 80 degrees 37 minutes 13 seconds East 95.44 feet; thence run South 87 degrees 50 minutes 13 seconds East 99.76 feet; thence run South 09 degrees 44 minutes 39 seconds East 43.93 feet; thence run South 67 degrees 28 minutes 38 seconds East 106.71 feet; thence run South 41 degrees 46 minutes 12 seconds East 119.60 feet; thence run South 32 degrees 04 minutes 30 seconds East 21.24 feet; thence run South 29 degrees 21 minutes 29 seconds East 105.92 feet; thence run South 25 degrees 52 minutes 50 seconds East 118.62 feet; thence run North 80 degrees 17 minutes 35 seconds East 20.82 feet; thence run North 25 degrees 52 minutes 50 seconds West 125.02 feet; thence run North 29 degrees 21 minutes 29 seconds West 107.00 feet; thence run North 29 degrees 27 minutes 08 seconds West 138.39 feet; thence run North 16 degrees 16 minutes 10 seconds West 148.47 feet; thence run North 69.44 feet; thence run North 11 degrees 23 minutes 26 seconds West 40.23 feet; thence run North 54 degrees 08 minutes 21 seconds West 47.33 feet; thence run North 84 degrees 49 minutes 58 seconds West 46.97 feet; thence run South 81 degrees 12 minutes 50 seconds West 308.56 feet; thence run South 75 degrees 30 minutes 40 seconds West 82.01 feet; thence run South 07 degrees 31 minutes 31 seconds West 185.22 feet; thence run South 09 degrees 42 minutes 25 seconds East 92.81 feet to the POINT OF BEGINNING. Containing 3.06 acres, more or less.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SPECIFIC PURPOSE SURVEY FOR: LEX THOMPSON SHEET 2 OF 2

LEGEND:		NOTES:	
(D) - DESCRIPTION	R/W - RIGHT-OF-WAY	FIP - FOUND IRON PIPE	(1) THIS IS NOT A BOUNDARY SURVEY.
(F) - PLAY	DOT - DEPARTMENT OF TRANSPORTATION	FICP - FOUND CRIMPED IRON PIPE	(2) NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
(S) - SURVEY	BB - BEED BOOK	FCC - FOUND CONCRETE MONUMENT 4"x4"	(3) ALL MEASUREMENTS ARE U.S. FEET.
(C) - CALCULATED	LS# - LAND SURVEYING BUSINESS NO.	FIR - FOUND IRON ROD	(4) BOUNDARY INFORMATION BASED ON DESCRIPTION RECORDED IN
A - AREA	LS# - LAND SURVEY BUSINESS NUMBER	FIC - FOUND IRON ROD (5/8") x PLASTIC CAP	OFF. 1379, PAGE 1662 OF THE PUBLIC RECORDS OF LEON
B - BEARS	LS# - OFFICIAL RECORDS BOOK	FMC - FOUND RAIL & METAL CAP	COUNTY, FLORIDA. BEARINGS BASED ON PREVIOUS SURVEY BY
C - CHORD	DOT - POINT OF BEGINNING	FIM - FOUND TERRA COTTA MONUMENT 4" DIA.	THIS SURVEYOR FOR LEX THOMPSON, DATED 10/17/02.
D - DISTANCE	POC - POINT OF COMMENCEMENT	ICM - 1/2" CONCRETE MONUMENT (4"x 4")	
E - ELEVATION	PC - POINT OF CURVATURE	SMC - SET METAL CAP (LS#5831)	
F - FENCE	PT - POINT OF TANGENT	SIR - SET IRON ROD (5/8") WITH PLASTIC CAP	
G - GROUND	PI - POINT OF INTERSECTION	LS#5831	
H - HEAD	PRC - POINT OF REVERSE CURVATURE	SWM - STORM WATER MANAGEMENT FACILITY	

FILE No.	01200
P.S.R. NO.	122-09-14
DRAWING DATE	9/11/14
SCALE:	1"=300'
SURVEY DATE:	
BOOK:	
DRAWN BY:	GEG 1220914.DWG

**GUNN
SURVEYING**

1109 W. ORANGE AVENUE
TALLAHASSEE, FLORIDA 32310
PHONE: (850) 386-6742
EMAIL: GUNNSURVEY@GMAIL.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.017, FLORIDA STATUTES.

THE UNDISBURSED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF TITLES AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE RECORDS OF RECORDS AND COOPERATIVE RELEASES, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE TITLE HEREIN.

DATE: 9/26/14

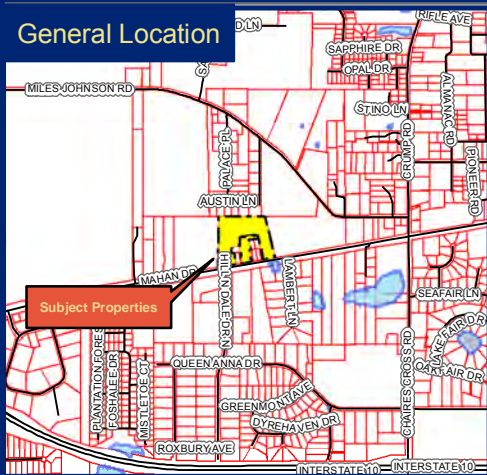
GEORGE E. GUNN, SR.
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 1220914

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

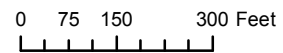


Proposed Conservation Easement
for Mahan Pines Subdivision





General Location

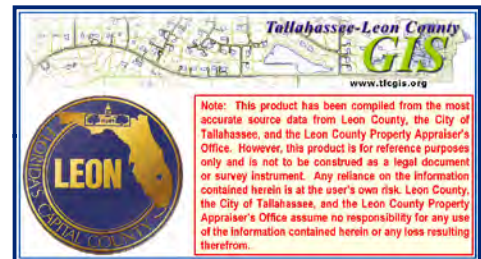


1 inch = 300 Feet



Legend

-  Buildings
-  Waterbodies
-  Subject Property
-  Parcels



Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product 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's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway Project

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Department of Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Director, Environmental Services Division Anna Padilla, P.E., CFM, Senior Environmental Engineer

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway project (Attachment #1).

Report and Discussion

Background:

Effective August 14, 2013, Leon County entered into a Tri-Party Infrastructure and Conveyance Agreement (Agreement) with Orchard Pond Greenway, LLC (Operator), and Orchard Pond, LLC (Owner). Pursuant to the Agreement, the Operator will construct Orchard Pond Parkway, and new roadway that will run parallel to the existing Orchard Pond Road alignment and will connect to Meridian Road and Bannerman Road on its eastern terminus, and to Old Bainbridge Road on its western terminus. It is anticipated that the permitting will be complete and construction will begin by December 1, 2014.

The grantor is preserving wetland, wetland buffer, significant and severe slopes, and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process. The Conservation Easement area is located on the east side of Old Bainbridge Road, north of the new Orchard Pond Parkway, and runs along the south side of the Ochlocknee River (Attachment #2). The preserved area totals 80 acres.

Analysis:

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

Options:

1. Approve and accept for recording a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway project (Attachment #1).
2. Do not approve and do not accept for recording a Conservation Easement from Orchard Pond, LLC for the Orchard Pond Parkway project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement Agreement
2. Specific Location Map

VSL/TP/DM/JK

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 14th day of November, 2014, by Orchard Pond LLC, whose mailing address is 500 Orchard Pond Road, Tallahassee, FL 32312 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Orchard Pond LLC Conservation Easement Management Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered.


Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

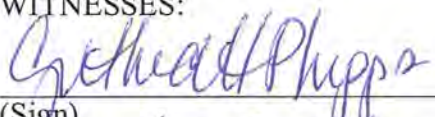
GRANTOR


Orchard Pond, LLC
(Name of Corporation Typewritten)


(Signature of Officer or Agent)

Jeffrey S. Phipps, Manager
(Print Name and Title of Officer or Agent)

WITNESSES:


(Sign)
Cynthia G. Phipps
(Print Name)


(Sign)
Gregory A. Xanders
(Print Name)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of November, 2014, by Jeffrey S Phipps, Manager, of Orchard Pond LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known of identification) (type as identification.)

Suzanne Middlebrooks
(Signature of Notary)

Suzanne Middlebrooks
(Print, Type or Stamp Name of Notary)

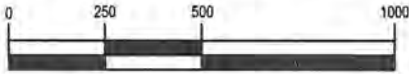
(Title or Rank)



(Serial Number, If Any)

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

GRAPHIC SCALE

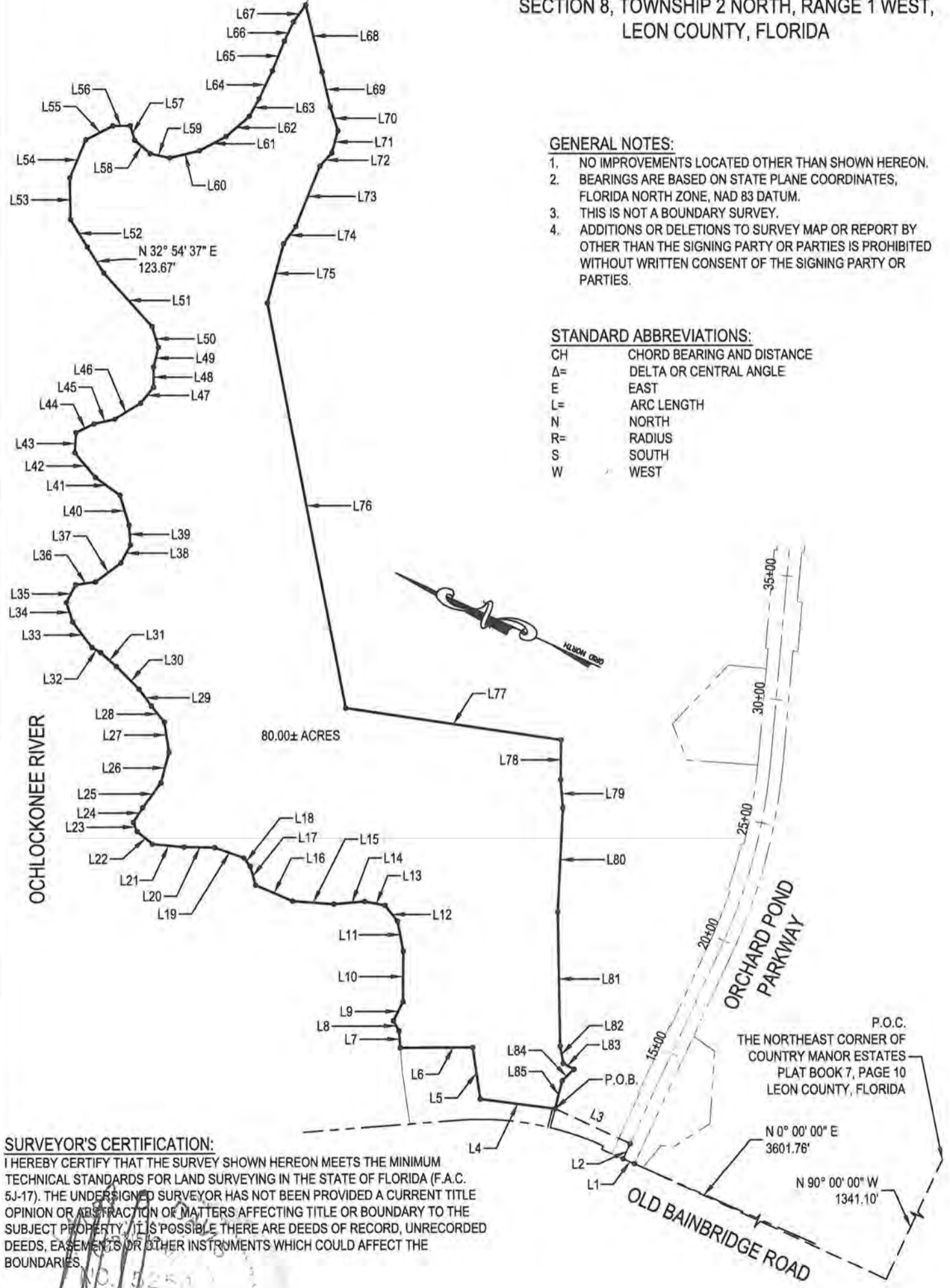


1 inch = 500 ft.



C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 WEST,
LEON COUNTY, FLORIDA



GENERAL NOTES:

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

STANDARD ABBREVIATIONS:

CH	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
R=	RADIUS
S	SOUTH
W	WEST

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

(Signature)
LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254

© Moore Bass Consulting UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE #	13-201	183.006-CE.dwg	
			CONTRACT #	183.006	ARCHIVE	
			NOTEBOOK #		PAGE #	
			DATE	10/15/14	DRAWN BY	
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No. 00007243	CLIENT NAME M INC. OF TALLAHASSEE	PROJECT NAME ORCHARD POND PARKWAY	SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)	1 OF 3		

Line Table		
LINE	BEARING	DISTANCE
L1	N 00° 41' 28" W	50.00'
L2	N 90° 00' 00" E	66.82'
L3	N 00° 00' 00" E	331.89'
L4	N 17° 31' 32" W	302.68'
L5	N 56° 48' 09" E	210.07'
L6	N 25° 10' 05" W	289.89'
L7	N 60° 39' 04" E	68.15'
L8	N 36° 55' 11" E	47.22'
L9	S 88° 13' 20" E	85.55'
L10	N 65° 35' 29" E	203.44'
L11	N 54° 13' 50" E	122.39'
L12	N 26° 54' 41" E	80.78'
L13	N 14° 05' 01" W	82.90'
L14	N 29° 47' 01" W	124.60'
L15	N 20° 45' 30" W	166.13'
L16	N 01° 17' 56" W	162.21'
L17	N 49° 32' 11" E	78.66'
L18	N 28° 00' 12" E	42.83'
L19	N 05° 19' 11" W	124.79'
L20	N 23° 55' 01" W	123.25'
L21	N 19° 38' 51" W	125.88'
L22	N 14° 36' 08" E	79.69'
L23	N 42° 30' 25" E	40.92'
L24	S 82° 17' 29" E	70.57'
L25	S 78° 30' 42" E	122.46'
L26	N 79° 46' 37" E	128.36'
L27	N 56° 17' 28" E	122.91'
L28	N 25° 53' 04" E	82.27'
L29	N 28° 49' 42" E	84.07'
L30	N 20° 20' 42" E	127.13'
L31	N 16° 20' 06" E	84.46'
L32	N 05° 05' 52" E	40.75'
L33	N 28° 32' 28" E	127.64'
L34	N 47° 03' 35" E	83.16'
L35	S 87° 25' 09" E	79.97'
L36	S 33° 18' 13" E	81.42'
L37	S 61° 54' 57" E	126.73'
L38	S 86° 46' 02" E	81.66'
L39	N 61° 14' 05" E	79.83'
L40	N 48° 07' 01" E	125.52'
L41	N 10° 57' 54" E	121.24'
L42	N 25° 06' 08" E	128.26'
L43	N 68° 15' 38" E	81.31'

Line Table		
LINE	BEARING	DISTANCE
L44	S 50° 46' 41" E	79.63'
L45	S 37° 47' 35" E	85.35'
L46	S 56° 45' 29" E	122.56'
L47	S 75° 50' 52" E	82.25'
L48	N 65° 14' 15" E	81.39'
L49	N 78° 54' 43" E	80.89'
L50	N 48° 03' 36" E	87.19'
L51	N 23° 08' 10" E	290.26'
L52	N 33° 34' 04" E	128.13'
L53	N 64° 08' 22" E	166.88'
L54	N 87° 56' 11" E	165.60'
L55	S 52° 42' 36" E	121.72'
L56	S 25° 23' 36" E	70.45'
L57	S 48° 30' 35" W	61.26'
L58	S 15° 39' 56" W	81.79'
L59	S 12° 50' 37" E	80.42'
L60	S 38° 31' 22" E	122.33'
L61	S 53° 07' 06" E	120.67'
L62	S 66° 01' 57" E	124.96'
L63	S 86° 29' 57" E	80.69'
L64	S 89° 42' 00" E	125.48'
L65	N 87° 04' 03" E	128.68'
L66	S 89° 19' 25" E	83.88'
L67	S 79° 09' 50" E	84.27'
L68	S 51° 17' 56" W	275.71'
L69	S 51° 55' 20" W	143.71'
L70	S 47° 09' 19" W	102.16'
L71	S 80° 13' 59" W	92.84'
L72	N 72° 32' 11" W	71.74'
L73	S 86° 52' 30" W	260.80'
L74	N 79° 45' 12" W	85.50'
L75	S 80° 22' 08" W	246.71'
L76	S 54° 09' 46" W	1657.15'
L77	S 16° 27' 21" E	872.95'
L78	S 65° 46' 35" W	160.05'
L79	S 60° 41' 39" W	113.59'
L80	S 67° 50' 09" W	419.07'
L81	S 64° 10' 59" W	541.72'
L82	S 55° 06' 53" W	71.57'
L83	S 03° 52' 34" W	48.95'
L84	N 69° 04' 21" W	66.08'
L85	S 79° 24' 07" W	115.30'

<p>© Moore Bass Consulting</p> <p>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>FILE # 13-201 183.006-CE.dwg</p> <p>CONTRACT # 183.006 ARCHIVE</p> <p>NOTEBOOK # PAGE #</p> <p>DATE 10/15/14 DRAWN BY</p>	<p>SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT) 2 OF 3</p>
<p>MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No. 00007245</p>	<p>CLIENT NAME M INC. OF TALLAHASSEE</p>	<p>PROJECT NAME ORCHARD POND PARKWAY</p>	

LEGAL DESCRIPTION

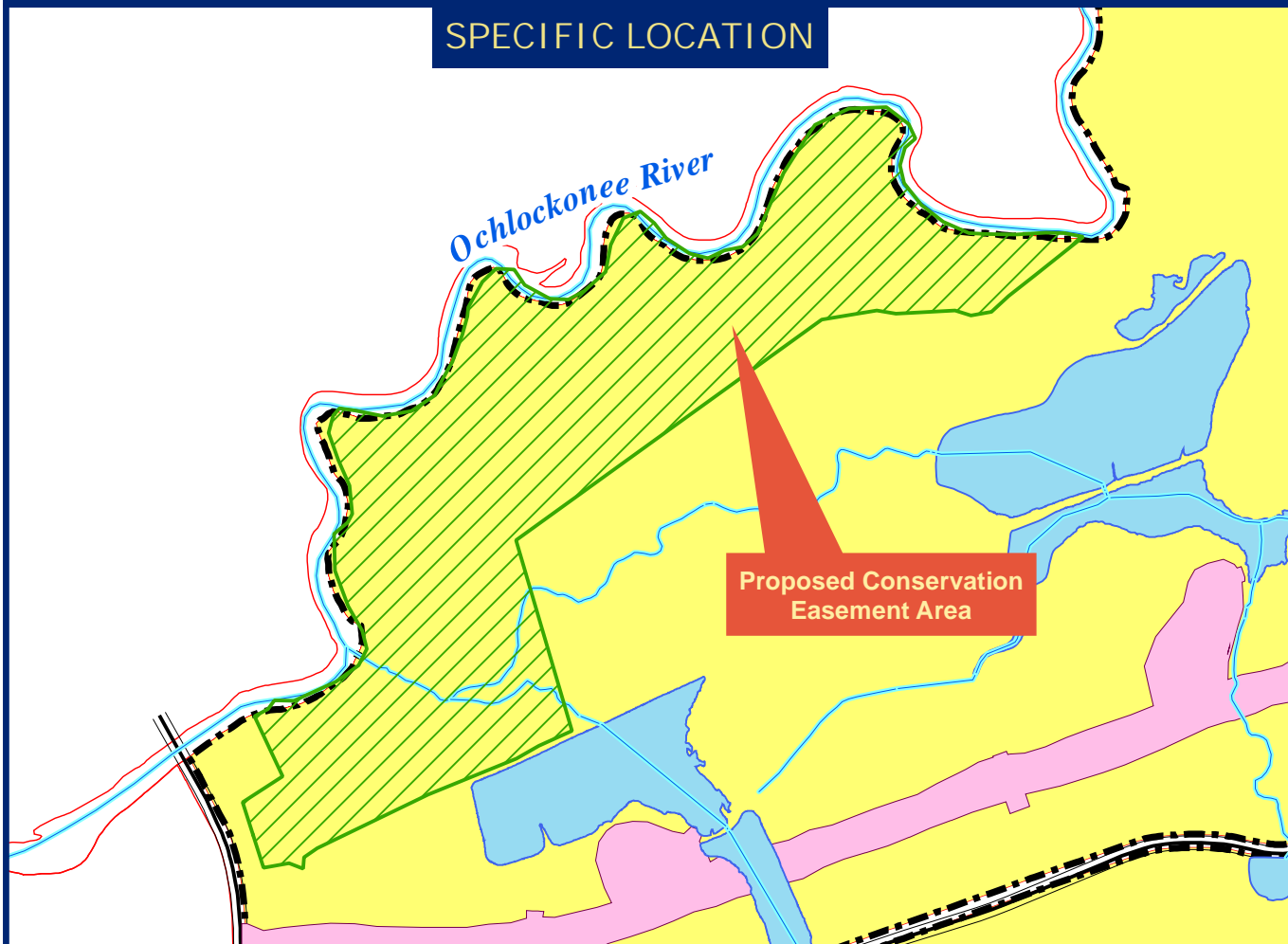
A parcel of land lying in Section 8, Township 2 North, Range 1 West, Leon County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Country Manor Estates, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 10 of the Public Records of Leon County, Florida and run West 1341.10 feet, thence North 3601.76 feet to a point lying on the Easterly right of way boundary for Old Bainbridge Road, thence North 00 degrees 41 minutes 28 seconds West along said right of way boundary a distance of 50.00 feet to a point lying on the centerline of a proposed roadway, thence North 90 degrees 00 minutes 00 seconds East along said centerline a distance of 66.82 feet, thence leaving said centerline run North 00 degrees 00 minutes 00 seconds East 331.89 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 17 degrees 31 minutes 32 seconds West 302.68 feet, thence North 56 degrees 48 minutes 09 seconds East 210.07 feet, thence North 25 degrees 10 minutes 05 seconds West 289.89 feet to a point lying on the top of bank of the Ochlocknee River as described in Official Record Book 2809, Page 806 of the Public Records of Leon County, Florida, thence along said top of bank as follows: thence North 60 degrees 39 minutes 04 seconds East 68.15 feet, thence North 36 degrees 55 minutes 11 seconds East 47.22 feet, thence South 88 degrees 13 minutes 20 seconds East 85.55 feet, thence North 65 degrees 35 minutes 29 seconds East 203.44 feet, thence North 54 degrees 13 minutes 50 seconds East 122.39 feet, thence North 26 degrees 54 minutes 41 seconds East 80.78 feet, thence North 14 degrees 05 minutes 01 seconds West 82.90 feet, thence North 29 degrees 47 minutes 01 seconds West 124.60 feet, thence North 20 degrees 45 minutes 30 seconds West 166.13 feet, thence North 01 degrees 17 minutes 56 seconds West 162.21 feet, thence North 49 degrees 32 minutes 11 seconds East 78.66 feet, thence North 28 degrees 00 minutes 12 seconds East 42.83 feet, thence North 05 degrees 19 minutes 11 seconds West 124.79 feet, thence North 23 degrees 55 minutes 01 seconds West 123.25 feet, thence North 19 degrees 38 minutes 51 seconds West 125.88 feet, thence North 14 degrees 36 minutes 08 seconds East 79.69 feet, thence North 42 degrees 30 minutes 25 seconds East 40.92 feet, thence South 82 degrees 17 minutes 29 seconds East 70.57 feet, thence South 78 degrees 30 minutes 42 seconds East 122.46 feet, thence North 79 degrees 46 minutes 37 seconds East 128.36 feet, thence North 56 degrees 17 minutes 28 seconds East 122.91 feet, thence North 25 degrees 53 minutes 04 seconds East 82.27 feet, thence North 28 degrees 49 minutes 42 seconds East 84.07 feet, thence North 20 degrees 20 minutes 42 seconds East 127.13 feet, thence North 16 degrees 20 minutes 06 seconds East 84.46 feet, thence North 05 degrees 05 minutes 52 seconds East 40.75 feet, thence North 28 degrees 32 minutes 28 seconds East 127.64 feet, thence North 47 degrees 03 minutes 35 seconds East 83.16 feet, thence South 87 degrees 25 minutes 09 seconds East 79.97 feet, thence South 33 degrees 18 minutes 13 seconds East 81.42 feet, thence South 61 degrees 54 minutes 57 seconds East 126.73 feet, thence South 86 degrees 46 minutes 02 seconds East 81.66 feet, thence North 61 degrees 14 minutes 05 seconds East 79.83 feet, thence North 48 degrees 07 minutes 01 seconds East 125.52 feet, thence North 10 degrees 57 minutes 54 seconds East 121.24 feet, thence North 25 degrees 06 minutes 08 seconds East 128.26 feet, thence North 68 degrees 15 minutes 38 seconds East 81.31 feet, thence South 50 degrees 46 minutes 41 seconds East 79.63 feet, thence South 37 degrees 47 minutes 35 seconds East 85.35 feet, thence South 56 degrees 45 minutes 29 seconds East 122.56 feet, thence South 75 degrees 50 minutes 52 seconds East 82.25 feet, thence North 65 degrees 14 minutes 15 seconds East 81.39 feet, thence North 78 degrees 54 minutes 43 seconds East 80.89 feet, thence North 48 degrees 03 minutes 36 seconds East 87.19 feet, thence North 23 degrees 08 minutes 10 seconds East 290.26 feet, thence North 32 degrees 54 minutes 37 seconds East 123.67 feet, thence North 33 degrees 34 minutes 04 seconds East 128.13 feet, thence North 64 degrees 08 minutes 22 seconds East 166.88 feet, thence North 87 degrees 56 minutes 11 seconds East 165.60 feet, thence South 52 degrees 42 minutes 36 seconds East 121.72 feet, thence South 25 degrees 23 minutes 36 seconds East 70.45 feet, thence South 48 degrees 30 minutes 35 seconds West 61.26 feet, thence South 15 degrees 39 minutes 56 seconds West 81.79 feet, thence South 12 degrees 50 minutes 37 seconds East 80.42 feet, thence South 38 degrees 31 minutes 22 seconds East 122.33 feet, thence South 53 degrees 07 minutes 06 seconds East 120.67 feet, thence South 66 degrees 01 minutes 57 seconds East 124.96 feet, thence South 86 degrees 29 minutes 57 seconds East 80.69 feet, thence South 89 degrees 42 minutes 00 seconds East 125.48 feet, thence North 87 degrees 04 minutes 03 seconds East 128.68 feet, thence South 89 degrees 19 minutes 25 seconds East 83.88 feet, thence South 79 degrees 09 minutes 50 seconds East 84.27 feet, thence leaving said top of bank run South 51 degrees 17 minutes 56 seconds West 275.71 feet, thence South 51 degrees 55 minutes 20 seconds West 143.71 feet, thence South 47 degrees 09 minutes 19 seconds West 102.16 feet, thence South 80 degrees 13 minutes 59 seconds West 92.84 feet, thence North 72 degrees 32 minutes 11 seconds West 71.74 feet, thence South 86 degrees 52 minutes 30 seconds West 260.80 feet, thence North 79 degrees 45 minutes 12 seconds West 85.50 feet, thence South 80 degrees 22 minutes 08 seconds West 246.71 feet, thence South 54 degrees 09 minutes 46 seconds West 1657.15 feet, thence South 16 degrees 27 minutes 21 seconds East 872.95 feet, thence South 65 degrees 46 minutes 35 seconds West 160.05 feet, thence South 60 degrees 41 minutes 39 seconds West 113.59 feet, thence South 67 degrees 50 minutes 09 seconds West 419.07 feet, thence South 64 degrees 10 minutes 59 seconds West 541.72 feet, thence South 55 degrees 06 minutes 53 seconds West 71.57 feet, thence South 03 degrees 52 minutes 34 seconds West 48.95 feet, thence North 69 degrees 04 minutes 21 seconds West 66.08 feet, thence South 79 degrees 24 minutes 07 seconds West 115.30 feet to the POINT OF BEGINNING, containing 80.00 acres, more or less.

<p>© Moore Bass Consulting</p> <p><small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</small></p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>FILE # 13-201 183.006-CE.dwg</p> <p>CONTRACT # 183.006 ARCHIVE</p> <p>NOTEBOOK # PAGE #</p> <p>DATE 10/15/14 DRAWN BY</p>	
<p>MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5878 <small>CERTIFICATE OF AUTHORIZATION No. 00007245</small></p>	<p>CLIENT NAME M INC. OF TALLAHASSEE</p>	<p>PROJECT NAME ORCHARD POND PARKWAY</p>	<p>SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)</p> <p style="text-align: right;">3 OF 3</p>

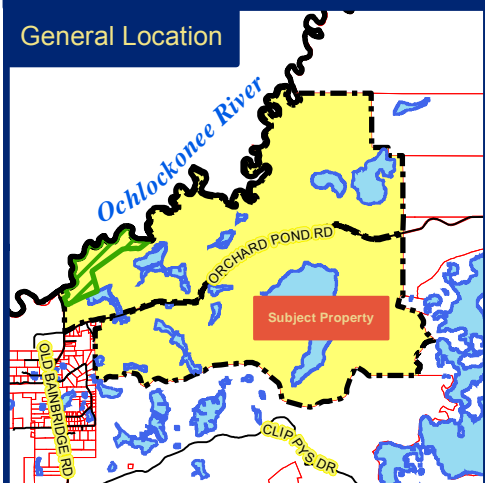
LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP

SPECIFIC LOCATION









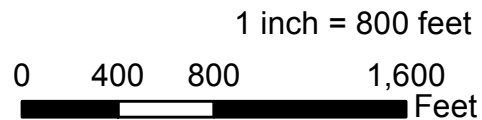
Orchard Pond Parkway

General Location



Legend

-  Proposed Conservation Easement
-  Watercourse
-  Waterbodies
-  Proposed Orchard Pond Parkway
-  Subject Property
-  Parcels



LEON COUNTY
FLORIDA

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product 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's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Release, Quitclaim, and Termination of Conservation Easement from Angela Hurley, Mr. and Mrs. Yoakam, and Mr. and Mrs. Baker for Conservation Easements #2, #3, and #5 within The Ridge at Velda Dairy Subdivision

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director Nawfal Ezzagaghi, P.E., Environmental Review Supervisor Michael A. Hogan, Senior Stormwater Design Analyst

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Release, Quitclaim, and Termination of Conservation Easement from Angela Hurley, Mr. and Mrs. Yoakam and Mr. and Mrs. Baker for Conservation Easements #2, #3, and #5 within The Ridge at Velda Dairy Subdivision (Attachment #1), and authorize the Chairman to execute.

Report and Discussion

Background:

This item requests Board approval of a Quitclaim deed to release three conservation easements within The Ridge at Velda Dairy Subdivision. The conservation easements are identified as #2 (0.076 acres), #3 (0.2 acres), and #5 (0.041 acres) that were previously recorded as a part of the subdivision process to provide protection of significant slopes. The easements to be abandoned are small, isolated fragments of a larger cumulative easement and are not located near a wetland or other protected feature. Easement #2 is located on lots 17 (owned by Angela Hurley) and 18 (owned by Mr. and Mrs. Yoakam), with the corresponding easement #3 on lots 16 and 17. Easement #5 is located along Tracy Lane on lot 16 (owned by Mr. and Mrs. Baker). Leon County is the grantee of the previously approved conservation easements from the above referenced subdivision.

The slope protection provisions changed after the subdivision was approved. The Land Development Code (LDC) now allows disturbance to isolated slopes that are not protecting sensitive environmental features. The slope areas are small and effective protection is not necessary. This abandonment is in accordance with LDC Section 10-4.327(2)c.1., which states that within the Urban Service Area, a minimum of 50% of significant grades must be left undisturbed if located adjacent to or within a 100 feet of wetlands, waterbodies, watercourses, floodplains, floodways, karst features, or special development zones.

Analysis:

Angela Hurley has requested to release the existing recorded Conservation Easements #2 and #3 to facilitate the placement of a home on lot 17, and the Yoakams have agreed to the release of the portion of Easement #2 on their property. The Bakers (lot 16) have requested that Conservation Easement #5 be included in the abandonment process as well, since that easement is minute in area and is no longer protected by the LDC. Abandoning the existing Easements will require recording of a Quitclaim deed by the County.

The release of existing Conservation Easements #2 and #3 enables the landowners and all other subsequent landowners to impact the area. The abandonment will enable the homeowner of lot 17 to reasonably position a home on the lot and manage any stormwater runoff from the home site. As noted earlier, the release of Easement #5 is requested by the Bakers in regards to lot 17, since the area is diminutive and is no longer protected by the LDC.

Title: Approval of the Release, Quitclaim, and Termination of Conservation Easement from Angela Hurley, Mr. and Mrs. Yoakam and Mr. and Mrs. Baker for Conservation Easements #2, #3, and #5 within The Ridge at Velda Dairy Subdivision
December 9, 2014
Page 2

Options:

1. Approve the Release, Quitclaim, and Termination of Conservation Easement allowing the abandonment of Conservation Easements #2, #3, and #5 within The Ridge at Velda Dairy Subdivision (Attachment #1), and authorize the Chairman to execute.
2. Do not approve the Release, Quitclaim, and Termination of Conservation Easement, and require Conservation Easements #2, #3, and #5 to be preserved as is within The Ridge at Velda Dairy Subdivision.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Release, Quitclaim, and Termination of Conservation Easement
2. Location map for Lot 16, 17 and 18 within The Ridge Subdivision

This instrument prepared by:
Herbert W.A. Thiele, Esq.
Leon County Attorney
301 S. Monroe Street; Suite 202
Tallahassee, Florida 32301

**RELEASE, QUITCLAIM, AND TERMINATION OF
CONSERVATION EASEMENT**

THIS INDENTURE, made this ____ day of _____, 20__, by **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, party of the first part, and **Angela Hurley**, whose mailing address is 1682 Metropolitan Circle, Tallahassee, FL 32308, **Shawn & Kristin Yoakam**, whose mailing address is 6472 Tracy Lane, and **Frank S. & Tiffany D. Baker**, whose mailing address is 1085 Magnolia Farm Road, Quincy FL 32351, as parties of the second part.

WITNESSETH

WHEREAS, said party of the first part wishes to release and quitclaim unto the parties of the second part, and thereby terminate, a portion of that certain conservation easement granted unto it by Conservation Easement recorded at Book 3569, Page 736, Official Records of Leon County, Florida.

NOW THEREFORE, said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following described land, situate, lying and being in the County of Leon, State of Florida to wit:

CONSERVATION EASEMENT #2, CONSERVATION EASEMENT #3, and CONSERVATION EASEMENT #5, more particularly described in **EXHIBIT A** attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity, to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns, forever and that portion of the conservation easement shall hereinafter be terminated and of no further effect.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

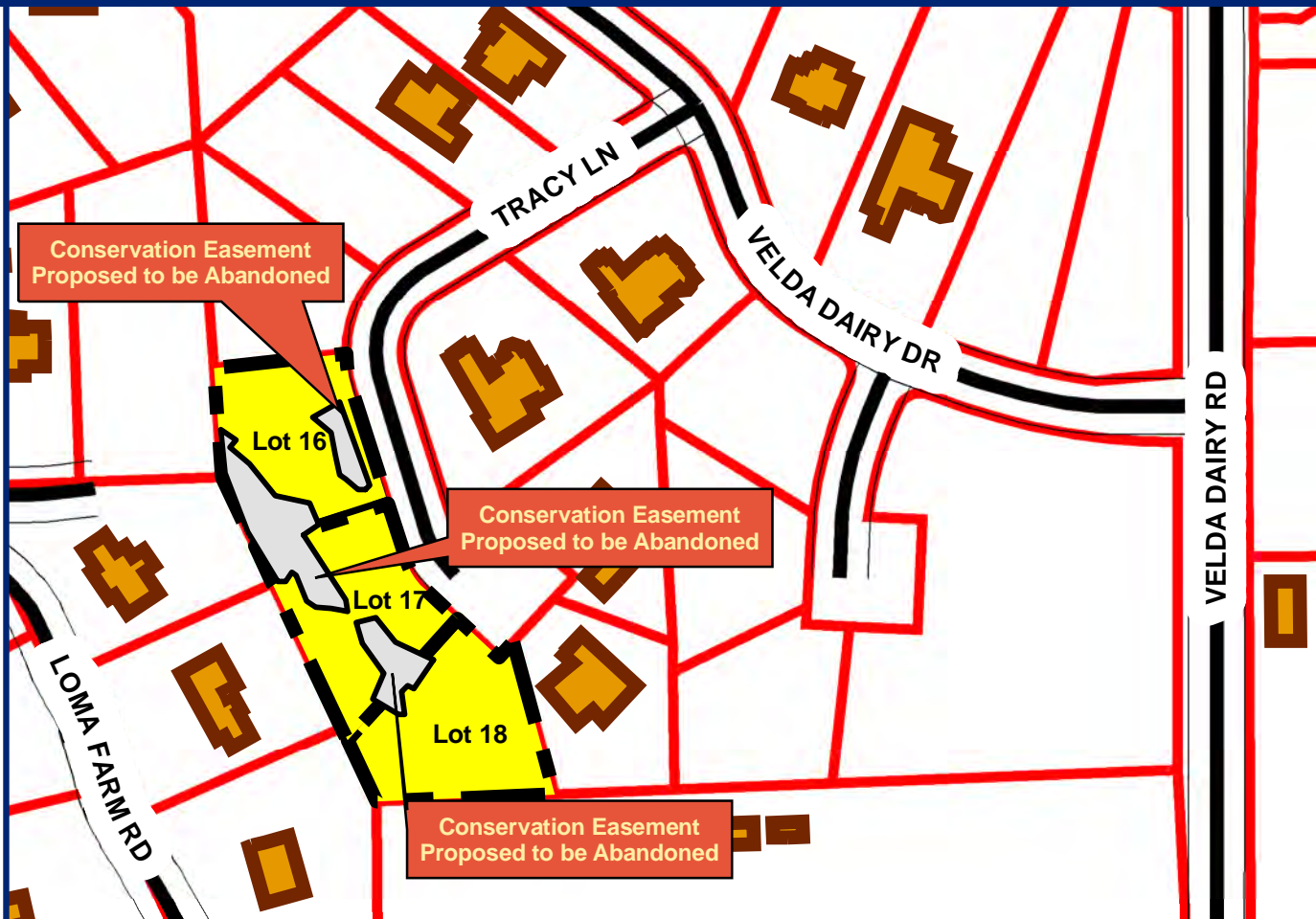
ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

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

BY: _____
CLERK

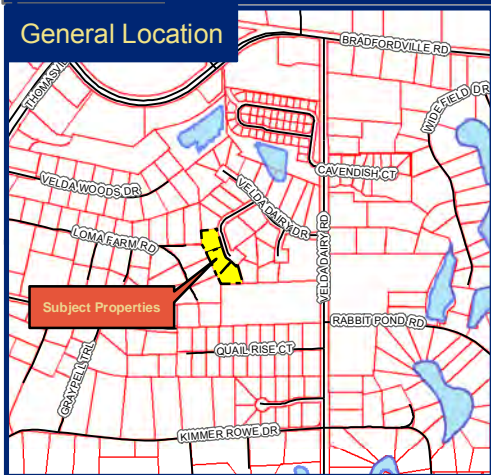
By: _____
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

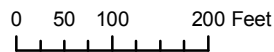


Acceptance of a Release, Quitclaim, and Termination
of Conservation Easement from Angela Hurley,
Mr. & Mrs. Yoakam, and Mr. & Mrs. Baker

General Location

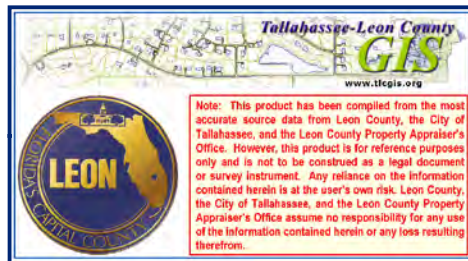


1 inch = 200 Feet



Legend

- Subject Property
- Buildings
- Waterbodies
- Parcels



**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.

Report and Discussion

Background:

The Bradfordville Sector Plan (BSP) resulted from months of analysis and meetings with interested parties from the County, the development community, and stakeholders from the community. On July 11, 2000, the Board adopted the BSP in response to litigation due to increased development interest in the Bradfordville Study Area. The BSP established commercial overlays and site-specific zoning districts for the area surrounding the intersection of Thomasville Road (principal arterial roadway) and Bannerman Road (major collector roadway)/Bradfordville Road (major collector roadway). In addition, the BSP established a phasing plan for commercial development over the next 20 years and limited commercial development to no more than 350,000 square feet of commercial until the year 2010. The intent of the phasing was to allow for a new commercial needs assessment should development warrant expansion of the 350,000 square foot cap by the year 2010; however, due to the economic recession, commercial development activity declined during the latter portion of this decade and a needs assessment was not warranted in 2010.

In 2012, the County began working with a property owner on a proposed development near the southwest and northwest corners of the intersection of Bannerman and Thomasville Roads. On January 21, 2014, the Board accepted the Bannerman Crossing III Development Agreement (DA) for the development of these sites. During the same meeting, and in response to the increased interest in commercial development for this area, the Board adopted a new strategic initiative directing staff to conduct a commercial needs assessment for the BSP. The intent of the initiative was to analyze the existing development and evaluate the potential future commercial needs for the Bradfordville area, specifically for the area zoned for commercial near the intersection of Thomasville and Bannerman/Bradfordville Roads.

Staff formed a citizen committee (Bradfordville Commercial Needs Assessment Committee) comprised of stakeholders from the development community, area homeowner's associations, citizens from the community, and County staff. The Bradfordville Commercial Needs Assessment Committee, hereinafter referred to as "committee," discussed the possible future development potential for this area and drafted several recommendations. After meeting on August 19, 2014 and again on October 3, 2014, the committee refined the recommendations and recommended an Ordinance amending the Leon County Land Development Code (LDC) and the BSP providing new development standards for proposed development within the commercial districts of the BSP (Attachment #1).

The consideration of proposed revisions to the Land Development Code and the Bradfordville Sector Plan is essential to the following FY2012-FY2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Engage in a needs assessment for the Bradfordville Study Area (2014)

This particular Strategic Initiative aligns with the Board's Strategic Priorities – Economy and Quality of Life:

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (E1-2012)
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6-2012)
- Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (Q7-2012)

Analysis:

The main objective of the BSP was to protect the rural character of the Bradfordville area and discourage urban sprawl while providing an adequate supply of services and facilities through proper design and location of land uses. The committee considered the previous methodology for determining the commercial needs to be outdated and relatively ineffective in implementing the intent of the BSP. The previous methodology was based on population growth, market rate, commercial space per capita calculations, and other factors.

It was the committee's opinion that the desire of the BSP was the provision of an efficient, walkable, village style development pattern for the commercial areas. Therefore, the committee focused on establishing development standards that encouraged a village style, pedestrian friendly development pattern, while protecting the water quality of existing lakes and streams. The committee frequently referenced the Persimmon Hill development as an example of the type of development that would be anticipated. Persimmon Hill is a mixed use development located at the intersection of Old Water Oak and Thomasville Roads. This type of development would be accomplished by providing a more intense development pattern and increasing the height of structures to allow more mixed-use development opportunities. The committee also wanted to ensure that development standards were established to prevent further development of large, single-use developments similar to Target and Kohls. As a result, additional standards are being proposed within each zoning district to limit the size of single-use tenants.

The current standard in the commercial district limits development of impervious surface area to no more than 40% of the site. However, this creates an inefficient usage of property by presuming that 60% of the site is necessary to provide stormwater treatment or provide other amenities. The intent of this provision was to protect water quality of existing waterways and off-site properties by limiting the amount of impervious development, thus reducing stormwater runoff. However, within the Bradfordville Study Area, the County implements the highest stormwater standard of any area within Leon County. Therefore, the committee recommended that this 40% impervious limitation be eliminated with the condition that any development within the BSP continues to meet the stringent Bradfordville Stormwater Standards outlined in Article IV of the LDC. This would enable more efficient usage of sites while continuing to ensure the proper treatment of stormwater in accordance with Article IV.

There are approximately 34 acres of vacant, undeveloped properties remaining in the Bradfordville Commercial District Overlay. Many of the remaining vacant sites may contain environmental constraints or other site constraints limiting the development potential of the property. It is also important to consider the possibility of redevelopment of existing commercial sites such as Publix, Kohls, and Target. With this in mind, the recently adopted Low Impact Development Standards found in Article IV of the LDC will provide additional flexibility for not only existing developed sites, but flexibility for vacant, constrained sites to develop while continuing to address the stringent Bradfordville Stormwater Standards.

The development of commercial land uses since the adoption of the BSP has been limited by the 350,000 square foot commercial cap. The cap was implemented by the establishment of the commercial district overlays. The Commercial Overlay Zone 1 (CO-1), the Commercial Mixed-Use Overlay Zone 2 (CMUO-2), and the Village Center Overlay were established to provide additional regulatory provisions for development within the Bradfordville Commercial zoning districts. The primary focus of development was intended for the area within the CO-1 and Village Center Overlays. The CMUO-2 district was not intended for commercial development until 2010, and after a needs assessment had been completed. The committee recommended that this phasing is no longer needed. As a result, the proposed Ordinance will eliminate the three overlay districts.

With the elimination of the commercial overlay districts (CO-1, CMUO-2, Village Center), the committee wanted to ensure that the limits of the current Bradfordville commercial zoning districts would not be expanded to accommodate future commercial development. Therefore, the proposed Ordinance includes amending an existing section of the LDC, Section 10-6.680 "Bradfordville mixed use overlay district," which currently provides a boundary of the commercial zoning districts. This section would be retitled to "Bradfordville Commercial Center District." In addition, various provisions of the existing commercial overlay districts would be incorporated into this amended section. Not only does the amended section prohibit further expansion of the Bradfordville Commercial district, but also ensures that all new development or redevelopment complies with the Bradfordville Stormwater Standards outlined in Article IV of the LDC. Existing prohibited uses within the commercial district would continue to be prohibited.

The committee also supported the creation of a new section within the BSP. This new section, Section 5, would provide guidance for future development and complements the proposed amendments to the LDC. In addition, the proposed section would establish an updated 15 year "horizon" for the BSP that would extend it consistent with the Comprehensive Plan horizon of 2030 (Attachment #2). As a result, no further expansion of the commercial center district and no commercial needs assessments will be considered until the year 2030. It also includes consideration of a Comprehensive Plan map amendment to limit the boundary of the Bradfordville Mixed Use Future Land Use Category to the area within the proposed Bradfordville Commercial Center District. A new "Commercial Center District" map (Figure 13) will be added and will supersede the "Future Development Concept" map of Figure 12 in the BSP.

Title: Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.

December 9, 2014

Page 5

As is standard procedure for all proposed LDC changes, staff will convene the DSEM Citizen's User Group to review and provide comments on the proposed revisions. Additionally, the proposal will be placed on the Planning Commission's Public Hearing agenda prior to the Board's second and final Public Hearing.

Options:

1. Schedule two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.
2. Do not schedule two required Public Hearings to consider proposed revisions to the Land Development Code and the Bradfordville Sector Plan for January 27 and February 10, 2015 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Ordinance
2. Bradfordville Sector Plan Amendment

VSL/AR/DRM/RC

ORDINANCE NO. 15- _____

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON
4 COUNTY, FLORIDA, AMENDING THE BRADFORDVILLE SECTOR PLAN,
5 ADOPTED BY ORDINANCE 00-31; AMENDING CHAPTER 10, THE LAND
6 DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA;
7 AMENDING SECTION 10-6.673, BRADFORDVILLE COMMERCIAL-AUTO
8 ORIENTED DISTRICT; AMENDING SECTION 10-6.674, BRADFORDVILLE
9 COMMERCIAL-PEDESTRIAN ORIENTED DISTRICT; AMENDING SECTION 10-
10 6.675, BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING
11 SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT;
12 REPEALING SECTION 10-6.677, BRADFORDVILLE COMMERCIAL OVERLAY
13 DISTRICT; AMENDING SECTION 10-6.680, BRADFORDVILLE MIXED USE
14 OVERLAY DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR
15 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

16
17 WHEREAS, on July 11, 2000, the Leon County Board of County Commissioners
18 (“Board”) adopted Ordinance 00-31, relating to the Bradfordville Study Area; and,

19
20 WHEREAS, in Ordinance 00-31, the Board amended Chapter 10 of the Leon County
21 Code of Laws, by adopting new sections, the Bradfordville Commercial Overlay District and the
22 Bradfordville Mixed Use Overlay District; and,

23
24 WHEREAS, in Ordinance 00-31, the Board adopted the Bradfordville Sector Plan, which
25 was attached as Exhibit “A” to Ordinance 00-31 and incorporated therein by reference; and,

26
27 WHEREAS, the Board desires to amend the Bradfordville Sector Plan relating to the
28 Bradfordville Commercial Center and update the plan horizon; and,

29
30 WHEREAS, the implementing regulations for the Bradfordville Sector Plan are located
31 in Chapter 10 of the Leon County Code of Laws; and,

32
33 WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to
34 maintain consistency with the proposed amendments to the Bradfordville Sector Plan; and,

35 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON
36 COUNTY, FLORIDA, that:

37

1 **SECTION 1.** The Bradfordville Sector Plan is hereby amended by creating a new section,
 2 Section 5 entitled “2015-2030 Sector Plan Horizon”, to establish new plan recommendations for
 3 the next 15 year period. A new Commercial Center Future Development Concept map “Figure
 4 13” will also be created to supersede Figure 12 and to establish a Bradfordville Commercial
 5 Center District designation for those properties within the BC-1, BC-2, BCS and BOR zoning
 6 designations.

7
 8 **SECTION 2.** Section 10-6.673 of Article VI of Chapter 10 of the Code of Laws of Leon
 9 County, Florida, entitled “Bradfordville Commercial Auto-Oriented District” is hereby amended
 10 as follows:

11
 12 **Sec. 10-6.673. BC-1 Bradfordville Commercial ~~Auto~~ Auto-Oriented dDistrict.**
 13

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
<p>The BC-1 district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay <u>Commercial Center</u> District. The intent of the BC-1 district is to implement the Bradfordville Study Area Goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-1 district is intended to provide a location for services, with primary emphasis on vehicular oriented nonresidential developments. However, the BC-1 district shall provide a continuous and efficient pedestrian circulation pattern. The access management standards set forth in for the BC-1 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BC-1 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-1 district. Expansions of the BC-1 district are prohibited in viable residential areas.</p>	<p>(1) Antique shops. (2) Automotive-retail, parts, accessories, tires, etc. (3) Automotive service and repair, including car wash. (4) Bait and tackle shops. (5) Banks and other financial institutions (with and without drive through facilities). (6) Camera and photographic stores. (7) Cocktail lounges and bars. (8) Commercial art and graphic design. (9) Commercial printing. (10) Community facilities, including libraries, religious facilities, and police/fire stations. Elementary, middle, and high schools are</p>	<p>(26) Personal services (barber shops, fitness clubs, etc.). (27) Pest control services. (28) Rental and sales of dvds, video tapes and games. (29) Rental of tools, small equipment, or party supplies. (30) Repair services, non-automotive. (31) Restaurants, with or without drive-in facilities. (32) Retail bakeries. (33) Retail caskets and tombstones. (34) Retail computer, video, record, and other electronics. (35) Retail department, apparel, and accessory stores. (36) Retail drug store.</p>

	<p>prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations.</p> <p>(11) Day care centers.</p> <p>(12) Gift, novelty, and souvenir stores.</p> <p>(13) Indoor amusements (bowling, billiards, skating, etc.).</p> <p>(14) Indoor theaters (including amphitheaters).</p> <p>(15) Laundromats, laundry and dry cleaning pick up stations.</p> <p>(16) Mailing services.</p> <p>(17) Medical and dental offices, services, laboratories, and clinics, mortuaries.</p> <p>(18) Motor vehicle fuel sales.</p> <p>(19) Museum and art galleries.</p> <p>(20) Non-medical offices and services, including business and government offices and services.</p> <p>(21) Nursing homes and residential care facilities.</p> <p>(22) Off-street parking facilities.</p> <p>(23) Outdoor amusements (golf courses, batting cages, driving ranges, etc.)</p> <p>(24) Passive recreational facilities.</p> <p>(25) Pawnshops.</p>	<p>(37) Retail florist.</p> <p>(38) Retail food and grocery.</p> <p>(39) Retail furniture, home appliances and accessories.</p> <p>(40) Retail home/garden supply, hardware and nurseries.</p> <p>(41) Retail jewelry stores.</p> <p>(42) Retail needlework and instruction.</p> <p>(43) Retail newsstand, books, greeting cards.</p> <p>(44) Retail office supplies.</p> <p>(45) Retail optical and medical supplies.</p> <p>(46) Retail pet stores.</p> <p>(47) Retail picture framing.</p> <p>(48) Retail sporting goods, toy stores.</p> <p>(49) Retail trophy stores.</p> <p>(50) Self-moving operation.</p> <p>(51) Shoes, luggage, and leather products.</p> <p>(52) Sign shops.</p> <p>(53) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(54) Studios for photography, music, art, drama, voice.</p> <p>(55) Tailoring.</p> <p>(56) Tobacco stores and stands.</p>	
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		(57) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district. (58) Residential, office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of Section 10-6-677, single-family attached (townhomes), range of 6 du/ac to 12 du/ac.	
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DEVELOPMENT STANDARDS										
	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	20 feet	15 feet	25 feet	10 feet	8,500 17,000 square feet of commercial floor area per acre, and not more than 12,750 square feet of total floor area per acre. Each parcel shall not exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.	2-stories 30 feet (within Lake McBride Overlay District; otherwise, 3 stories).
<p>87. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p> <p>(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.</p> <p>(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.</p> <p>(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.</p>										

98. Street Vehicular Access Restrictions: Properties in the BC-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

499. Landscape Standards:

Development within the BC-1 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(c.) Street Trees—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.

(d.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass though the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten (10) years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ration of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF. with a minimum dimension of 10 FT and shall have a depth of 3 FT of good planting soil. ~~Planting areas shall be mounded a minimum of 12 inches above the top of curb.~~

(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.

(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.

(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.

(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are

prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to the focal design amenities.

~~44~~10. Signs:

All signs within the BC-1 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-1 district shall conform to the following minimum guidelines:

(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.

(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.

(c.) Freestanding signs shall be setback a minimum of 10 feet from the right-of-way line.

(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.

(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:

1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet

2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet

3.) Minor Collector and Local Roads Maximum area: 36 square feet, Maximum Height: 8 feet

~~42~~11. Parking Standards:

(a.) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or access way.

(b.) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.

~~43~~12. Lighting Standards:

(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.

(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.

(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.

(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.

~~44~~13. Noncompliance:

Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.

~~45~~14. Variance Procedure:

Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections ~~4, 6, 7, 8, 9, 11(a), 11(c), and 12-5, 6, 7, 8, 10(c) and 11.~~

15. Incentives for Site Design Alternatives:

An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.

1) An intensity bonus of 3,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:

a) For properties fronting an arterial or collector roadway, no more than 25% of the parking will be provided in a shared facility.

b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.

c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.

d) The development contains a minimum of 35% natural open space.

GENERAL NOTES:

1. If central sanitary sewer is not available nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area of a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 3. Section 10-6.674 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Pedestrian-Oriented District” is hereby amended as follows:

Sec. 10-6.674. BC-2 Bradfordville Commercial-Pedestrian Pedestrian-Oriented District.

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
<p>The BC-2 district is intended to be located in areas designated Bradfordville <u>Bradfordville</u> Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay <u>Commercial Center District</u>. The intent of the BC-2 district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-2 district is intended to provide a location for areas of intense pedestrian scale and oriented commercial services for the Bradfordville area. The BC-2 district is intended to encourage residential and office development above ground floor commercial development. The BC-2 district also encourages shared parking and utilization of on-street parking. Drive through facilities are prohibited in the BC-2 district. Residential intensities shall not exceed 16 dwelling units per acre. The access management standards set forth in for the BC-2 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public. Increases in land zoned BC-2 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-2 district. Expansions of the BC-2 district are prohibited in viable residential areas.</p>	<p>(1) Antique shops. (2) Banks and other financial institutions, without drive-through facilities. (3) Camera and photographic stores. (4) Cocktail lounges and bars. (5) Community facilities related to the permitted principal uses, including libraries, religious facilities, vocational and middle schools, and police/fire stations. Elementary and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (6) Gift, novelty, and souvenir</p>	<p>(18) Residential (any type provided it is located on second floor above commercial or office development). (19) Restaurants without drive-in facilities. (20) Retail bakeries. (21) Retail computer, video, record, and other electronics. (22) Retail department, apparel, and accessory stores. (23) Retail drug store. (24) Retail florist. (25) Retail food and grocery. (26) Retail furniture, home appliances, accessories. (27) Retail home/garden supply, hardware, and nurseries without outside storage or display.</p> <p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>

	<p>stores.</p> <p>(7) Indoor amusements (bowling, billiards, skating, theaters etc.).</p> <p>(8) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities.</p> <p>(9) Mailing services.</p> <p>(10) Medical and dental offices, services, laboratories, and clinics.</p> <p>(11) Non-medical offices and services, including business and government offices and services.</p> <p>(12) Off-street parking facilities.</p> <p>(13) Passive and active recreational facilities.</p> <p>(14) Personal services (barber shops, fitness clubs etc.).</p> <p>(15) Photocopying and duplicating services.</p> <p>(16) Rental and sales of dvds, video tapes and games.</p> <p>(17) Repair services, non-automotive.</p>	<p>(28) Retail jewelry stores.</p> <p>(29) Retail needlework shops and instruction.</p> <p>(30) Retail newsstand, books, greeting cards.</p> <p>(31) Retail package liquors.</p> <p>(32) Retail picture framing.</p> <p>(33) Retail trophy stores.</p> <p>(34) Shoes, luggage, and leather goods.</p> <p>(35) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(36) Studios for photography, music, art, drama, and voice.</p> <p>(37) Tailoring.</p> <p>(38) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(39) Residential, office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</p>	
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DEVELOPMENT STANDARDS

Use Category	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	none (5 feet maximum)	none	none	30 feet	8,500 18,000 square feet of commercial floor area per acre, and not more than 17,000 square feet of total floor area per acre. No parcel shall exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.	2 3 stories

87. Access Management Criteria. (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created where accessed from a local street.

(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

98. Street Vehicular Access Restrictions: Properties in the BC-2 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

100. Landscape Standards:

Development within the BC-2 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per Section 481 of the Florida Statutes.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed (for redevelopment projects only) by driveways permitted pursuant to section 87. above, but compensatory

<p>area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with <u>section 4413</u>, may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-26-1(b) <u>10-4.349(b)</u> toward meeting the use planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, painting of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>
<p>(c.) Local Road and Access Ways Landscaping: All properties fronting a local road and every access way shall provide one canopy tree for every 15 linear feet of local road frontage and/or access way.</p>
<p>(d.) Street Trees—All canopy tree planting areas shall contain a minimum of 200 SF of landscaped area. Creative design and spacing is encouraged.</p>
<p>(e.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking grade shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.</p>
<p>(f.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.</p>
<p>(g.) Buffer standards for uncomplimentary land uses shall meet the requirements of Section 10-7.522 of the Land Development Code.</p>
<p>(h.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.</p>
<p>(i.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to the focal design amenities.</u></p>
<p>10. <u>10.</u> Signs: All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:</p>
<p>(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.</p>
<p>(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.</p>
<p>(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.</p>
<p>(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.</p>
<p>(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:</p>
<p>1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet</p>
<p>2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet</p>

3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
42 11. Parking Standards:
(a) Off-street parking is prohibited between buildings fronting a local street and/or access way.
43 12. Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
44 13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
45 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 3 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), and 12.
15. Incentives for Site Design Alternatives: <u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u>
1) <u>An intensity bonus of 2,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u>
a) <u>For properties fronting an arterial or collector roadway, no more than 25% of the parking will be provided in a shared facility.</u>
b) <u>Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u>
c) <u>Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u>
d) <u>The development contains a minimum of 35% natural open space.</u>

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 4. Section 10-6.675 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Services District” is hereby amended as follows:

Sec. 10-6.675. BCS Bradfordville Commercial Services District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The BCS district is intended to be located in areas designated Bradfordville <u>Bradfordville Mixed Use</u> in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the <u>Bradfordville Overlay Commercial Center District</u> . The intent of the BCS district is to implement the Bradfordville Study Area	(1) Armored truck services. (2) Automotive service and repair, including car wash. (3) Broadcasting	(18) Passive and active recreational activities. (19) Pest control services. (20) Rental of tools, small equipment, or party supplies.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal

<p>Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BCS district is intended to provide a location for non-retail services for the Bradfordville area. The non-retail uses include, but are not limited to auto oriented services and warehouse activities.</p> <p>The access management standards set forth in for the BCS district are intended to minimum and control ingress and regress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public.</p> <p>Increases in land zoned BCS shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BCS district. Expansions of the BCS district are prohibited in viable residential areas.</p>	<p>studios.</p> <p>(4) Building contractors and related services.</p> <p>(5) Cemeteries.</p> <p>(6) Commercial kennels (enclosed)</p> <p>(7) Communications and utilities.</p> <p>(8) Community services may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(9) Crematoriums.</p> <p>(10) Daycare facilities</p> <p>(11) Dry cleaning plants.</p> <p>(12) Golf courses.</p> <p>(13) Gun firing ranges (indoor).</p> <p>(14) Laboratories, research and development activities.</p> <p>(15) Lawn and tree removal services.</p> <p>(16) Mortuaries.</p> <p>(17) Non-medical offices and services, including business and government offices and services.</p>	<p>(21) Repair services, non-automotive.</p> <p>(22) Retail and wholesale nurseries.</p> <p>(23) Self moving operation.</p> <p>(24) Sign Shops.</p> <p>(25) Social, fraternal, and recreational clubs and lodges, including assembly halls.</p> <p>(26) Towing, wrecking, and recovery services.</p> <p>(27) Veterinary services.</p> <p>(28) Warehouses, mini-warehouses, or self-storage facilities.</p> <p>(29) Welding and machine shops.</p> <p>(30) Wholesale building supplies.</p> <p>(31) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(32) Residential, office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677 <u>single-family detached, range of 1 du/ac; single-family attached (townhomes), range of 6 du/ac to 12 du/ac.</u></p>	<p>use or structure, as determined by the county administrator or designee.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>
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DEVELOPMENT STANDARDS				
	4. Lot Coverage	54. Minimum Lot or Site Size	65. Minimum Building Setbacks	76. Maximum Building Restrictions

Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	20 feet	15 feet	25 feet	10 feet	Gross floor area shall not exceed 8,500 15,000 square feet per acre, except for buildings or portions thereof which are used for storage which may not exceed 17,000 square feet per acre. No building single use tenant shall exceed 10,000 square feet.	2 stories

87. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.

(c) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

98. Street Vehicular Access Restrictions: Properties in the BCS zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

499. Landscape Standards:
Development within the BCS shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the Landscape area may be counted as prescribed in section ~~10-26-1(b)~~ 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section ~~4413.~~ may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as

<p>prescribed in section 10-26-1(b) 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25% of the green mass of the tree, fertilization, post control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>
<p>(c.) Street Trees. All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscape area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.</p>
<p>(d.) Parking Areas. All vehicular use areas shall be buffered from view from public streets and for access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. Planting areas shall be mounded a minimum of 12 inches above the top of curb.</p>
<p>(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.</p>
<p>(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.</p>
<p>(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.</p>
<p>(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate "natural" pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to the focal design amenities.</u></p>
<p>1010. Signs: All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:</p>
<p>(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.</p>
<p>(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.</p>
<p>(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.</p>
<p>(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.</p>
<p>(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:</p>
<p>1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet</p>
<p>2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet</p>
<p>3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet</p>
<p>1111. Parking Standards:</p>
<p>(a) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or</p>

access way.
(b) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.
12 12. Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof-mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
13 13. Noncompliance:
(a.) Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
14 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), 11(C), and 12 5, 6, 7, 8, 10(a), 10(C), and 11.
<u>15. Incentives for Site Design Alternatives:</u> An intensity bonus shall be provided to developments incorporating any of the following site design alternatives. 1) An intensity bonus of 2,500 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following: a) For properties fronting an arterial or collector roadway, no more than 25% of the parking will be provided in a shared facility. b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility. c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545. d) The development contains a minimum of 35% natural open space.

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 5. Section 10-6.676 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Office Residential District” is hereby amended as follows:

Sec. 10-6.676. BOR Bradfordville Office Residential District.1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The BOR district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville Overlay <u>Commercial Center</u> District. The intent of the BOR	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of

<p>district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BOR district is intended to be located in areas where employment and residential uses are encouraged to locate in close proximity to one another. The provisions of the BOR district are intended to provide the district with a residential character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted in the BOR district. The maximum gross density allowed for new residential development in the BOR district is 8 dwelling units per acre.</p> <p>The access management standards set forth in for the BOR district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BOR shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BOR district. Expansions of the BOR district are prohibited in viable residential areas.</p>	<p>(3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary and middle schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(4) Day care centers.</p> <p>(5) Medical and dental offices and services, laboratories, and clinics.</p> <p>(6) Mini-Warehouses (See subsection 16)</p> <p>(7) Non-medical offices and services, including business and government offices and services.</p> <p>(8) Nursing homes and other residential care facilities.</p> <p>(9) Passive and active recreational facilities.</p> <p>(10) Personal services.</p> <p>(11) Single-family attached dwellings.</p> <p>(12) Single-family detached dwellings.</p> <p>(13) Studios for photography, music, art, dance, drama, and voice.</p> <p>(14) Two-family dwellings.</p> <p>(15) Veterinary services, including veterinary hospitals.</p> <p>(16) Residential, office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</p>	<p>the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>
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DEVELOPMENT STANDARDS

	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	3a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)

Single-Family Detached Dwellings	40% of total site area	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such schools shall be less than 5 feet	20 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	40% of total site area	8,500 square feet	70 feet	100 feet	20 feet	same as single-family above	20 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	40% of total site area	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	none	20 feet	25 feet	maximum length: 8 units	3 stories
Any Permitted Principal Nonresidential Use	40% of total site area	6,000 square feet	50 feet	100 feet	20 feet	same as single-family above	20 feet	10 feet	10,000 square feet of gross building floor area per acre (does not apply to a conversion of an existing structure)	3 stories

~~87.~~ Access Management Criteria (in case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.

(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

~~98.~~ Street Vehicular Access Restrictions: Properties in the BOR zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

~~409.~~ Landscape Standards:

Development within the BOR shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) *Arterial Road Landscaping:* All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section ~~87.~~ above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape

area. Sidewalks are not permitted within the landscape area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) *Collector and Local Road Landscaping:* All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 1413. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(c.) *Street Trees*—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.

(d.) *Parking areas*—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF. with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. ~~Planting areas shall be mounded a minimum of 12 inches above the top of curb.~~

(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impale the flow of pedestrian traffic.

(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.

(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.

(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to the focal design amenities.

~~10~~10. Signs:

All signs within the BOR district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BOR district shall conform to the following minimum guidelines:

(a.) One wall-mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.

(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.

(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
12 <u>11</u> . Off-Street Parking Requirements: Off-street parking facilities associated with permitted principal nonresidential uses in the OR-1 zoning districts must comply with the following requirements:
(a.) Parking Setbacks: Side-Corner: 20 feet
Rear and Side-Interior: 10 feet
(b.) Driveway Setbacks: Side-Corner: 10 feet (none if driveway is shared)
Rear and Side-Interior: 4 feet (none if driveway is shared)
(c.) Off-street parking may not be placed in a front yard between a building and the street.
(d.) The parking or driveway separation from the building is four feet
(e.) All off-street parking spaces behind a building shall be screened from the required front yard and side corner lot areas by evergreen landscaping at least four feet in height.
(f.) Parking spaces shall be screened from rear and interior side property lines by a combination of a six feet high opaque fence or wall and landscape plant material.
(g.) Driveways connecting to a public street shall be the narrowest possible width to ensure appropriate safety standards, as determined by the county administrator or designee.
13 <u>12</u> . Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof-mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels of the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
14 <u>13</u> . Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
15 <u>14</u> . Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections 4, 5, 16, 7, 8, 9, 11(a), 11(C), and 12 <u>4, 5, 6, 7, 8, 10(a), 10(C), and 11.</u>
16 <u>15</u> . Design Standards Applicable to Mini-warehouse Land Uses:
(a.) Mini-warehouse developments shall be developed in accordance with standards as set forth in section 10-6.675 (BCS district).
(b.) A continuous 100 percent opaque buffer obtained through the use of vegetation and/or fencing shall be required around the perimeter of all areas used for mini-warehouse storage. This standard does not apply to the portion of the development utilized for a sales office.

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GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area.

1 Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon
2 septic tank. Also, refer to Sanitary Sewer Policy 2.1.12. of the Comprehensive Plan for additional
3 requirements.

4 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of
5 environmental features (preservation conservation features), stormwater management requirements, etc.

6 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of
7 capacity for certain public facilities (roads, parks, etc.).

8 (Ord. No. 09-13, § 4, 3-19-09)

9 **SECTION 6.** Division 6 of Article VI of Chapter 10 of the Code of Laws of Leon County,
10 Florida, entitled “Zoning Districts and Official Zoning Map” is hereby amended to repeal
11 Section 10-6.677, entitled “Bradfordville Commercial Overlay District” as follows:

12
13 **Sec. 10-6.677. – Bradfordville commercial overlay district.**

14
15 ~~(a) *Purpose and intent.* The purpose and intent of the Bradfordville commercial overlay district~~
16 ~~is to implement section 4.2 of the Bradfordville Sector Plan adopted by the Board of County~~
17 ~~Commissioners on July 11, 2000 (the "Bradfordville Sector Plan") in a manner consistent~~
18 ~~with the Comprehensive Plan. Commercial uses, as referenced in this section 10-6.677, shall~~
19 ~~include all uses in Division G and all uses in Major Groups 70, 72, 75, 76, 78 and 79 in~~
20 ~~Division I of the Standard Industrial Code.~~

21 ~~(b) *Allowable uses.* All uses permitted under the base zoning shall be authorized with the~~
22 ~~following exceptions:~~

23 ~~(1) In areas designated CO-1 in the Bradfordville Sector Plan, drive through uses shall be~~
24 ~~reviewed under the Type "B" site and development plan review process.~~

25 ~~(2) In areas designated CMUO-2 in the Bradfordville Sector Plan, warehouses, mini-~~
26 ~~warehouses and self-storage units shall be authorized only as a planned unit~~
27 ~~development through the Type "D" site and development plan review process.~~

28 ~~(3) In the village center within CO-1 and areas designated as CMUO-2 in the Bradfordville~~
29 ~~Sector Plan, all uses shall be considered through the Type "B" site and development~~
30 ~~plan review process. Additionally, the following uses shall be prohibited, regardless of~~
31 ~~the base zoning:~~

32 ~~a. Automotive service and repair.~~

33 ~~b. Towing, wrecking and recovery services.~~

34 ~~c. Motor vehicle fuel sales.~~

35 ~~d. Pawnshops.~~

36 ~~e. Pest control services.~~

37 ~~f. Cemeteries.~~

38 ~~g. Crematoriums.~~

39 ~~h. Dry cleaning plants.~~

40 ~~i. Gun firing ranges.~~

41 ~~j. Self moving operations.~~

- k. ~~Wholesale building supplies.~~
- l. ~~All types of drive-through facilities.~~
- m. ~~Any use which by application of performance standards related to noise, vibration, electrical or magnetic disturbance, excessive light, odor or emanation of physical or chemical particles harmful to air or water quality standards, produces effects or impacts equal to or greater than the uses listed in subsections (a) through (l) of this section 10-6.677(a)(3).~~

~~(c) Applicable development standards.~~

~~(1) Intensity.~~

~~a. Nonresidential floor area ratios. The maximum floor area ratio for areas within the village center as designated in the Bradfordville Sector Plan may be increased to two hundred twenty nine thousandths, provided that the 25 percent natural open space requirement is provided off site in conformance with adopted policies and standards. Other areas shall be subject to floor area limits established in the base district.~~

~~b. Open space and impervious cover standards.~~

~~1. In areas designated CO-1, all development shall retain 25 percent of the site as natural open space, provided however, that the board may authorize the fulfillment of this requirement in a designated off site open space mitigation area, if such area has been created by the board. In the village center portion of the CO-1 area, participation in the county's off site open space mitigation program shall be required if the board has created such program.~~

~~2. In areas designated CMUO 2, all development shall retain 35 percent of the site as natural open space except that for townhome development exceeding eight dwelling units per acre, a minimum of 40 percent natural open space shall be required.~~

~~3. Not more than 40 percent of each site developed in areas designated CO-1 and not more than 30 percent of each site developed in areas designated CMUO 2 shall be covered with impervious surfaces.~~

~~e. Residential density. Residential development within the CO-1 district shall be limited to single family attached (townhouse) with a minimum density of six dwelling units per acre and a maximum of 12 dwelling units per acre. All residential development in areas designated CMUO 2 in the Bradfordville Sector Plan shall comply with the following minimum and maximum density standards. Densities are expressed in terms of dwelling units per gross acre.~~

Type of Residential Use	Minimum Density	Maximum Density
Single family detached	1 DU/acre	4 DUs/acre

Single family attached (duplex)	4 DUs/acre	6 DUs acre
Single family attached (townhouse)	6 DUs/acre	8 DUs/acre
Single family attached (townhouse) with 40% natural open space retention	8 DUs/acre	12 DUs/acre

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~~(2) Phasing of development.~~

- ~~a. Within areas designated CO 1 in the Bradfordville Sector Plan, a maximum of 350,000 square feet of gross leasable area of commercial development in addition to existing square footage at the time of the adoption of this provision shall be permitted to be developed prior to the year 2010 unless:

 - ~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Comprehensive Plan and Bradfordville Sector Plan; or~~
 - ~~2. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~
 - ~~3. The board has determined through the rights determination process established in section 6 of Ordinance No. [00 31] adopted by the Board of County Commissioners on July 11, 2000, that the site is not subject to this provision.~~~~
- ~~b. Within the area designated CMUO 2 in the Bradfordville Sector Plan, no commercial uses may be developed prior to the year 2010 unless the board has found that the proposed development is consistent with the Comprehensive Plan and Bradfordville Sector Plan and all implementing Land Development Regulations; and any of the following is true:

 - ~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Bradfordville Sector Plan and the Comprehensive Plan, as amended; or~~
 - ~~2. Eighty percent of the developable land (excluding dedicated rights of way, designated natural areas, stormwater facilities, landscape areas, and protected environmental features) designated CO 1 in the Bradfordville Sector Plan has been developed and not more than 350,000 square feet of commercial floor area has been previously permitted; or~~
 - ~~3. The commercial uses are an integrated part of a mixed use development, developed in accordance with the provisions of subsection 10-6.677(c)(3), below; or~~
 - ~~4. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~~~

1 5. ~~The board has determined through the rights determination process established~~
2 ~~in section 6 of Ordinance No. [00-31] adopted by the Board of County~~
3 ~~Commissioners on July 11, 2000, that the site is not subject to this provision;~~
4 ~~or~~

5 6. ~~The proposed commercial development is part of a single, coordinated planned~~
6 ~~development project, which may be, but is not required to be, bisected by a~~
7 ~~local or minor collector street and for which the board finds that:~~

8 a. ~~More than 35 percent of the land area is located in the CO-1 area as~~
9 ~~designated in the Bradfordville Sector Plan; and~~

10 b. ~~Commercial development on the single coordinated planned development~~
11 ~~project does not exceed 75,000 square feet or the commercial allowance~~
12 ~~established in subsection 10-6.677(c)(2)a.; and~~

13 c. ~~There is significant community benefit in the form of improved traffic~~
14 ~~flow within the Bradfordville commercial area overlay.~~

15 ~~(3) *Mixed-use development.*~~

16 a. ~~For the purposes of this section, mixed-use development includes developments~~
17 ~~with residential and nonresidential components.~~

18 b. ~~In areas designated CMUO-2, residential square footage shall be no less than 80~~
19 ~~percent of the gross leasable floor area of all nonresidential uses within a mixed-use~~
20 ~~development.~~

21 c. ~~In areas designated CMUO-2, commercial development serving the residential uses~~
22 ~~on the site may be permitted at a rate of up to 25 square feet of gross leasable area~~
23 ~~per dwelling unit within the mixed-use development.~~

24 d. ~~The maximum intensity of mixed-use development shall be calculated based on the~~
25 ~~adopted floor area ratio standard for nonresidential development in the district,~~
26 ~~subject to site limitations. Building floor area shall be the sum of gross leasable~~
27 ~~nonresidential floor area and heated residential floor area.~~

28 e. ~~Mixed-use developments shall be reviewed and authorized through the planned unit~~
29 ~~development process, subject to the Type "D" site and development plan review~~
30 ~~process.~~

31 ~~(4) *Design standards.* The following site planning and building design guidelines shall~~
32 ~~apply to development within the Bradfordville commercial area overlay district. The~~
33 ~~board shall promulgate rules in an administrative design guidelines procedural manual~~
34 ~~to provide for the application of these guidelines.~~

35 a. ~~*Site planning guidelines.* Site planning guidelines address the location, orientation~~
36 ~~and configuration of structures on a parcel of land with regards to the parcel's own~~
37 ~~boundary lines and adjacent streets, structures and spaces. Site design elements~~
38 ~~include the following:~~

39 1. ~~*Site placement and orientation of buildings:* Where appropriate, structures~~
40 ~~shall be located in front of, and so as to screen, parking lots to allow compact~~
41 ~~and convenient pedestrian linkages between buildings, parking areas and~~

- 1 sidewalks. Buildings should also be placed and, as appropriate, clustered to
2 create clear sight lines to entrances and to open public spaces, plazas and
3 gathering areas.
- 4 ~~2. *Parking:* Where appropriate, particularly within the village center, parking will~~
5 ~~be centrally clustered so as to be shared by multiple uses/tenants, with~~
6 ~~convenient pedestrian paths and corridors articulated by changes in pavement~~
7 ~~materials, colors or textures where they cross parking lots and driveways, and~~
8 ~~by landscaping and pedestrian scaled lighting.~~
- 9 ~~3. *Landscaping:* Required landscape buffers should meet opacity requirements~~
10 ~~noted above and should use a palette of native and naturalized plant species.~~
11 ~~Major pedestrian corridors should be articulated by continuous alignments of~~
12 ~~trees and shrubs, pergolas, arcades or other landscape or architectural design~~
13 ~~elements.~~
- 14 ~~4. *Drainage:* As may be feasible, drainage structures, including retention ponds~~
15 ~~and drainageways, should be designed to imitate "natural" pond characteristics,~~
16 ~~including curved geometries, gently sloping edges, landscaping and paving~~
17 ~~materials, and should be placed so as to be focal design amenities.~~
- 18 ~~5. *Outdoor spaces:* Within the village center, developments are encouraged to~~
19 ~~incorporate central plazas connecting multiple uses designed to accommodate~~
20 ~~activities, including outdoor dining, displays, special events and entertainment.~~
- 21 ~~6. *Fences/screening:* Fences, screening and berms, where required, shall use only~~
22 ~~natural materials; stone, wood, stucco, etc. Chain link fencing will not be~~
23 ~~approved except in areas out of public view.~~
- 24 ~~7. *Storage, utilities and services:* Shall be shielded from public view by~~
25 ~~landscaping, walls, fencing or by placement of buildings.~~
- 26 ~~b. *Building design guidelines.* All buildings within the Bradfordville commercial~~
27 ~~center overlay district shall incorporate elements of local vernacular styles, typical~~
28 ~~within the Tallahassee region, described generally below. It is not the intent to~~
29 ~~mandate that all buildings be designed in a particular design style, but rather to~~
30 ~~create a "village theme" by flexibly combining related indigenous materials and~~
31 ~~styles. Standardized building designs with overt "product branding" as in~~
32 ~~standardized chain fast food restaurants or gas stations should not be permitted.~~
- 33 ~~1. *Architectural detailing:* Vernacular architectural elements and details are~~
34 ~~encouraged to be incorporated including, but not limited to, bracketed~~
35 ~~overhangs, windows articulated by mullions and accented by shutters, dormers,~~
36 ~~porches, verandas and arcades, particularly as may be used to define pedestrian~~
37 ~~areas and entrances. Standardized storefronts, excessive use of plate glass and~~
38 ~~uninterrupted facade planes should be avoided.~~
- 39 ~~2. *Colors, textures and materials:* Consistent with intended vernacular character,~~
40 ~~the use of quality, natural and indigenous materials is encouraged on major~~
41 ~~facade elements including: natural wood siding, brick and stone. High quality,~~
42 ~~authentic looking manmade materials, such a fiber cement board and stucco,~~
43 ~~are also acceptable for construction. However, materials such as vinyl siding,~~

1 ~~metal and plastic sheathing, and "simulated natural" materials should be~~
2 ~~avoided. Natural, subdued earth tone colors are preferred over primary colors~~
3 ~~except as may be used for accents. Excessively brilliant, metallic or reflective~~
4 ~~colors will be avoided.~~

5 ~~3. *Roof forms:* Elemental to vernacular design is the use of varied and articulated~~
6 ~~sloping roof forms. Flat roof areas should only be permitted in limited areas~~
7 ~~such as entrance canopies, walkway connections, storage and mechanical~~
8 ~~equipment areas, arcades, etc. Appropriate roof materials include metal~~
9 ~~standing seam, wood shakes, shingles and tile. Primary or bright colors shall~~
10 ~~be avoided.~~

11 ~~(5) *Streets.* Development along the new roadways proposed in the Bradfordville Sector~~
12 ~~Plan shall comply with the setbacks established in section 10-7.530 for a three-lane~~
13 ~~road. The board may approve alternatives to planned road alignments upon finding that~~
14 ~~the proposed alternate alignment serves the same transportation function as the planned~~
15 ~~alignment.~~

16 ~~(6) *Signs.* Signs within the Bradfordville commercial overlay district shall comply with all~~
17 ~~sign regulations applicable within the underlying zoning district and Article IX of this~~
18 ~~chapter. Pole signs shall be prohibited within the Bradfordville commercial overlay~~
19 ~~district. All signs shall be monument or pedestal mounted and comprised of an exterior~~
20 ~~material and finish consistent with the facade and architectural theme of the primary on-~~
21 ~~site structure.~~

22 ~~(Ord. No. 07-20, § 2, 7-10-07)~~

23 **SECTION 7.** Section 10-6.680 of Article VI of Chapter 10 of the Code of Laws of Leon
24 County, Florida, entitled "Bradfordville Mixed Use Overlay District" is hereby amended as
25 follows:
26

27 **Sec. 10-6.680. BOR Bradfordville mixed-use overlay district Commercial Center District.**

28 (a) *Purpose and intent.* The purpose and intent of the Bradfordville ~~Mixed-Use Overlay~~
29 ~~Commercial Center District (BODBCCD)~~ is to provide development standards that
30 implement the goals, objectives, and policies of the Tallahassee-Leon County
31 Comprehensive Plan recognizing the special character of the Bradfordville Study Area. The
32 ~~overlay BCCD district~~ is provided to ensure that goods and services are provided primarily
33 for the area residents rather than serving a regional market and providing development
34 consistent with the character of the area. The ~~BCCD~~ district is also intended to provide more
35 focused development reviews for projects associated with sensitive historical, cultural or
36 environmental resources. The ~~overlay BCCD~~ district is implemented by the following
37 zoning districts: BC-1 Bradfordville Commercial-Auto Oriented District, BC-2
38 Bradfordville Commercial-Pedestrian Oriented District, BCS Bradfordville Commercial
39 Services District, BOR Bradfordville Office Residential District, OS Open Space, and PUD
40 Planned Unit Development. The ~~Bradfordville Mixed Use Overlay District BCCD~~
41 ~~boundaryies are~~ is defined in Figure 10-1006(1)A. Expansion of this district shall be
42 prohibited until a new commercial needs assessment has been completed in 2030.

1 (b) *Allowable uses.* The uses permitted in the ~~BOD~~ BCCD are those provided in the underlying
2 zoning district. The overall intensity of development of land may not exceed that permitted
3 by the underlying zoning district, and may be further reduced in accordance with special
4 development and design standards set forth in this division. The following uses shall be
5 prohibited regardless of the zoning district:

6 (1) Automotive service and repair

7 (2) Towing, wrecking and recovery services

8 (3) Pawn shops

9 (4) Pest control services

10 (5) Cemeteries

11 (6) Crematoriums

12 (7) Dry cleaning plants

13 (8) Gun firing ranges

14 (9) Self-moving operations

15 (10) Wholesale building supplies

16 Any development proposing warehousing, mini-warehousing, or self-storage shall require a
17 Type “D” site plan review.

18 (c) *Development standards.* Development standards are established in the underlying zoning
19 district as set forth in this division. Developments affecting land within the ~~BOD~~ BCCD
20 shall be subject to review pursuant to division 4 of article VII of this chapter and shall
21 comply with the following development standards:

22 (1) *Site analysis:* A comprehensive site analysis is required before planning and design
23 begins. The analysis should examine the site's physical properties, amenities, special
24 problems, character, and the neighboring environment of the site.

25 (2) *Stormwater:* Development or redevelopment of any property located within the BCCD
26 shall be subject to compliance with the Bradfordville Stormwater Standards outlined in
27 Article IV of this Chapter.

28 (23) *Roadway access standards:* In order to protect the roadway capacity of Thomasville,
29 Bannerman, and Bradfordville Roads, new direct access is prohibited along the arterial
30 and collector roadways except as permitted in this division.

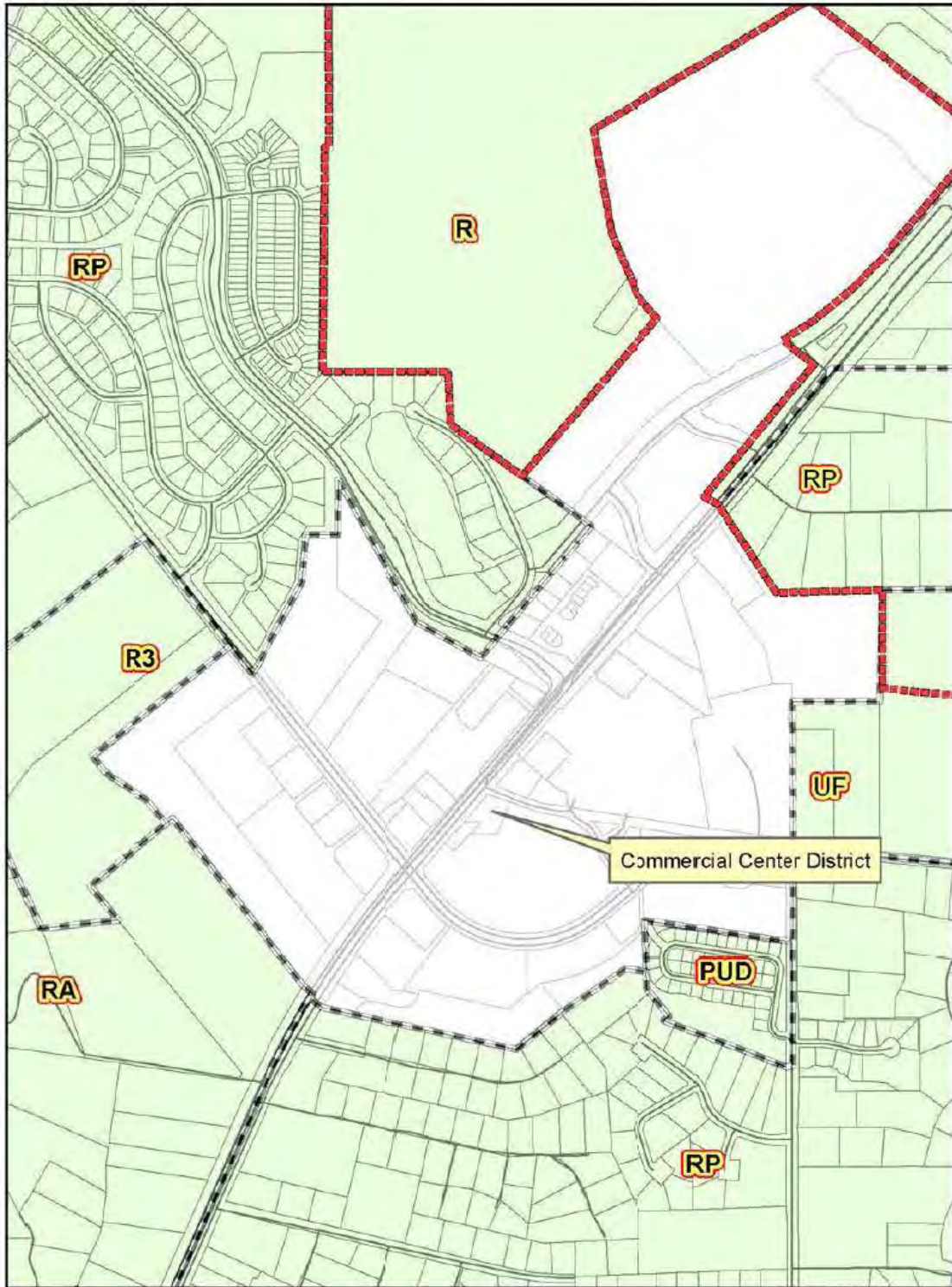
31 (34) *Site design:* Building and site design shall comply with the adopted Bradfordville Site
32 and Building Standards Guidelines Manual. Low impact design alternatives shall be
33 incorporated into all site and development plans within the BCCD district.
34 Development within the overlay shall provide integration of the proposed use and
35 development with the adjacent uses and developments including, but not limited to,
36 access/egress, building and parking location/orientation, natural and landscaped areas.
37 Development shall incorporate the existing natural features of the development site into
38 site and development plans avoiding clearing of expansive naturally vegetated areas.
39 Parking areas shall be buffered from all public roadways through placement of
40 vegetation and/or topography or manmade structures.

1 (45) *Signage*: All signage shall be proportional to the roadway classification along which it
2 is located. Larger signs will be permitted along arterial roadways, smaller signs will be
3 permitted along collector roadways, and the smallest signs will be permitted along local
4 nonresidential streets. Freestanding signs are prohibited in the BC-2 district along local
5 streets. Roof signs and pole signs are prohibited within the ~~overlay district~~ BCCD.
6 Freestanding signs within the BCCD shall be limited to monument style construction
7 and architecturally compatible with the principle structure to which it is related.

8 (56) *Lighting*: All building lighting and parking area lighting shall be downward directional.
9 Lighting in parking areas shall be restricted to low mounted closely spaced fixtures to
10 minimize glare.

11 ~~A design manual shall be developed by the county to define the design standards. This design~~
12 ~~manual shall be separately approved by the Board of County Commissioners.~~

Figure "A"



Legend
- - - - - City Boundary
- - - - - Zoning
- - - - - Commercial Center
- - - - - Local Streets
- - - - - Major Streets
- - - - - Lakes

Figure "A"
Bradfordville Commercial Center District
Map Produced by Marcus Curtis GIS Tech II 9/23/14



1 inch = 900 feet



Disclaimer: This product has been compiled from the most accurate available spatial data from Lewis County, the City of Tallapoosa and the Tallapoosa County Property Appraiser's Office. The product is for reference purposes only and should be considered as a best effort and is not intended to be used for any other purpose. The City of Tallapoosa and the Tallapoosa County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any other use of the information.

1 **SECTION 8. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of
2 this ordinance are hereby repealed to the extent of such conflict, except to the extent of any
3 conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions
4 shall prevail over any part of this ordinance which is inconsistent, either in whole or in part, with
5 the said Comprehensive Plan.

6
7 **SECTION 9. Severability.** If any word, phrase, clause, section or portion of this ordinance
8 shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or
9 words shall be deemed a separate and independent provision and such holding shall not affect the
10 validity of the remaining portions thereof.

11
12 **SECTION 10. Effective Date.** This ordinance shall have effect upon becoming law.
13 DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County,
14 Florida, this _____ day of _____, 2015.

15
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20 LEON COUNTY, FLORIDA

21
22
23 By: _____
24 Kristin Dozier, Chairman
25 Board of County Commissioners
26

27 ATTEST:
28 Bob Inzer, Clerk of the Court
29 Leon County, Florida
30

31
32 By: _____
33

34
35 APPROVED AS TO FORM:
36 Leon County Attorney's Office
37

38
39 By: _____
40 Herbert W. A. Thiele, Esq.
41 County Attorney
42

**PUBLIC-PRIVATE COOPERATION AGREEMENT FOR
BANNERMAN ROAD PHASE 1B WIDENING**

THIS AGREEMENT for the Construction of the Bannerman Road Phase 1B Widening Project ("Agreement") is hereby entered into by LEON COUNTY, a charter county and a political subdivision of the State of Florida ("County"), and Summit Holdings VIII, a Florida Limited Liability Corporation ("SHVIII")

WHEREAS, pursuant to Florida Statutes Sections 163.3220-163.3243 and the Leon County Code of Laws, the Owners and Developers of the project have entered into a Development Agreement which was approved by County Commission after public hearings held on December 10, 2013 and January 21, 2014; and,

WHEREAS, the Developer conducted a traffic analysis at its expense and the analysis, performed by Dantin Consulting, LLC, dated March 17, 2014, determined that construction of a dual-lane roundabout was a preferred design alternative to the proposed signalized intersection; and,

WHEREAS, SHVIII and the County determined that constructing a by-pass road over property adjacent to the southern right-of-way Bannerman Road, would reduce construction time, result in cost savings, and improve the overall safety of the project during and after the construction.

WHEREAS, in consideration of these benefits, SHVIII agreed to permit, design, and construct the Bannerman Roundabout, and associated by-pass road and, in consideration of the County's expressed desire for the intersection to be constructed with a roundabout, the County agreed to fund the construction of the Bannerman Roundabout and associated by-pass road; and,

WHEREAS, pursuant to the Development Agreement, the Developer will contribute public facilities to Leon County, including transportation facilities, drainage facilities, and parks and recreation facilities that, upon completion, will be dedicated to the County; and,

WHEREAS, the County has taken significant steps towards the widening of Bannerman Road including authorizing the project design and engineering for the Bannerman Corridor Study on March 19, 2009; convening the Bannerman Corridor Study Citizens Advisory Committee to make recommendations to the Board regarding preferred alternatives for the widening; accepting Preliminary Engineering Report and Corridor Study and approving the recommended preferred alternative for use in 30% design; and allocating concurrency payments towards the project;

WHEREAS, the Board of County Commissioners has allocated sufficient funding to four lane Bannerman Road from Thomasville Road to 900 feet west of Quail Commons Road hereafter referred to as Phase 1; and

WHEREAS, pursuant to the Development Agreement, the County determined that the County's costs of construction of Phase I of the Bannerman Road Widening Project would be reduced by entering into a partnership with the Developer; and,

WHEREAS, any public-private partnership for the construction of a county facility must be supported by a professional engineer's cost estimate that the partnership will result in a financial benefit to the public by completing the subject project at a cost to the public significantly lower than if the project were constructed by the county using the normal procurement process; and,

WHEREAS, it is anticipated that the County will see significant savings by taking advantage of the Developer's current construction to reduce or eliminate County right-of-way costs for stormwater attenuation for the Phase 1; reduce the inconvenience to the driving public by constructing the Bannerman Road Widening Project simultaneously with the Developer's road improvements; and benefit from economies of scale resulting from aggregating the projects; and,

WHEREAS, the 60% Roadway Designs necessary to determine whether the proposed partnership will result in significant cost savings have been completed;

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 in this regard.

NOW, THEREFORE, for and in consideration of the forgoing recitals, the sum of ten dollars (\$10.00) each to the other paid, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which being acknowledged, the Parties do hereby covenant and agree as follows:

1. SCOPE OF SERVICES

- a. SHVIII hereby agrees to provide to the County oversight and management services related to the acquisition of permits, maintenance of traffic, and construction and demolition and construction of the Bannerman Road Phase 1B Widening Project, (hereinafter "County Project") in accordance with approved design and construction documents.
- b. Leon County agrees to fund the full cost of construction of the Bannerman Road Phase 1B Widening Project, including Maintenance of Traffic costs, as detailed in Exhibit A, Bannerman Road Widening Phase 1B Cost Estimate.

The scope of services does not require SHVIII to responsibility, whether financial or administrative, for the relocation of the City of Tallahassee's utility infrastructure associated with the County road project.

2. CONTRACT SUM

\$1,923,554.08

3. PROJECT SCHEDULE

- a. Initial Project Schedule. SHVIII and the County have developed a Project Schedule, Exhibit B, attached hereto and incorporated herein. The schedule indicates in detail all of the tasks and related subtasks (including, but not limited to, the plans and specifications, equipment delivery, installation, testing, construction, etc.) to be performed by SHVIII under this Agreement, the dates said tasks and subtasks shall be completed, and the final completion date for the Project.
- b. Updated Project Schedule. The Project Schedule shall be updated and submitted to the Project Manager by SHVIII with each request for payment. The updated Project Schedule shall include the actual and projected completion dates of each of the tasks and subtasks identified in the Project Schedule.

4. APPROVAL OF DOCUMENTS AND SPECIFICATIONS

- a. Prior to initiating construction, SHVIII shall submit for approval by the County all engineering or design documents and specifications, not later than the date for submittal set forth in Exhibit B, Project Schedule.
- b. Notwithstanding any other provision of this Agreement, approval by the County of any engineering or design documents and specifications, any other similar submittal, or any part thereof, shall not relieve SHVIII of the responsibility to meet all of the requirements for the Project as set forth in this Agreement, and to correct any errors or omissions in said documents or specifications and associated performance under this Agreement. SHVIII shall have no claim for additional costs resulting from any such corrections or performance or for any delays in performance arising or resulting from such correction or performance. The Parties, by mutual agreement, may extend the Project Schedule by the number of days of any such delay if such delay will not cause work being performed by the County to be delayed.

5. PAYMENTS

- a. The County shall make such payments upon submission and approval of an invoice for services in accordance with the Florida Prompt Payment Act, Section 255.072-255.078, Florida Statutes (2013). Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy shall be the sole procedure governing any payment

dispute. The performance of the 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.

- b. SHVIII shall pay subcontractors, sub-sub-contractors, materialmen, and suppliers as provided by the contract terms and subject to the provisions of Section 255.072, Florida Statutes (2013).

6. NOTICE

- a. SHVIII hereby designates the following individual to be responsible for the submission of all records, reports, invoices or documents to the County necessary for the administration of this Agreement:

Claude Walker
2073 Summit Lake Dr. Ste 155
Tallahassee, FL 32317

- b. All invoices and notices must be submitted electronically to Leon County's Project Manager:

Katherine Burke
Director of Engineering Services
Burkek@leoncountyfl.gov
2280 Miccosukee Road
Tallahassee, FL 32308

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

7. WORK

Any work to be performed under this Agreement shall be upon the request of the Project Manager or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. SHVIII shall perform the work outlined in the scope of services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto.

8. INDEMNIFICATION

SHVIII 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 SHVIII and persons employed or utilized by SHVIII in the performance of this Agreement.

The County may, at its sole option, defend itself or require SHVIII to provide the defense. SHVIII acknowledges that the sum of ten dollars (\$10.00) of the amount paid to SHVIII constitutes sufficient consideration for SHVIII's indemnification of the County, its officials, officers and employees.

It is understood that SHVIII's responsibility to indemnify and defend the County, its officials, officers and employees is limited to SHVIII's proportionate share of liability to the extent caused by the negligent acts or omissions of SHVIII, its delegates, agents or employees.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SHVIII agrees:

- a. For purposes of this Agreement, "public records" shall be defined as any document, paper, letter, map, book, tape, photograph, film, or other material made or received in connection with the County Project.
- b. 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 associated with the County Project, as described herein.
- c. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the County Project, as described herein, 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.
- d. Upon completion or termination of the Agreement and at the request of the County, SHVIII 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 b above. The County may reproduce any written materials generated as a result of SHVIII's work.

- e. To assure that all records required to be maintained by SHVIII related to the County Project shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- f. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of SHVIII's records and documents related to this Agreement and the County Project, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- g. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- h. Comply with public records access requirements set forth in section 287.0571(5)(j), Florida Statutes, including the obligation to:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
 - 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of SHVIII upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

10. CONTRACT MANAGEMENT:

The Project Manager, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for services rendered by SHVIII hereunder, unless or until a written notice is provided to SHVIII stating otherwise.

11. BOND AND DEPOSITS

a. Performance Bond

1. A Performance and Payment Bond in the amount of **\$1,923,554.08** shall be supplied to the County at the time of the execution of this Agreement.
2. The Performance and Payment Bond shall provide that, in the event of non-performance on the part of Contractor or Primary Sub-Contractor that the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Performance and Payment Bond must contain a clause stating the following:

In the event of non-performance on the part of SHVIII this Performance and Payment Bond can be presented for honor and acceptance at _____ [insert address in Performance Bond document], which is located in Tallahassee, Florida.

3. In the event SHVIII is unable to complete the work outlined in the scope of services or otherwise perform its obligations to the County in accordance with the terms and conditions of this Agreement, such event shall be considered a cause for termination hereunder and SHVIII shall forfeit the Performance and Payment Bond described in this Section 12 to the County and shall be liable for any and all damages resulting from such failure to perform the terms and conditions hereunder.
4. Bond Forms shall comply with section 225.05, Florida Statutes

b. Fidelity Bond

1. A Fidelity Bond in the amount of **\$1,923,554.08** shall be supplied at the time of contract execution. Coverage to be provided shall include: Employee Theft – Per Loss Coverage; Employee Theft – Per Employee Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency.
2. Bond Forms shall comply with section 225.05, Florida Statutes.

12. RETAINAGE

a. Monthly Statements and Retainage

SHVIII shall submit to the County a monthly cost statement, along with all other reports provided for under this Agreement, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Project during the previous period and included in SHVIII's costs incurred pursuant to this Agreement. Ten percent (10%) retainage shall be held on all payments until the Project reaches Substantial Completion. At Substantial Completion, the County may approve a reduction of the retainage from ten percent (10%) to five percent (5%) at the County's sole discretion.

b. Final Payment

Final payment constituting the unpaid balance for all services rendered under this Agreement constituting SHVIII's fee, shall be due and payable after the County Environmental Services Divisions approves the final inspection for the environmental management permit for the portions of the permit related to the County Project, provided the Project be then finally and satisfactorily completed, and that this Agreement has been finally and fully performed. However, should there remain work to be completed, SHVIII and the County shall list those items prior to receiving final payment and the County may retain a sum equal to two hundred percent (200%) of the estimated costs of completing the unfinished work and a proportionate share of SHVIII's retainage, provided that said unfinished work items are listed separately and the estimated costs of completing any unfinished items are likewise listed separately. Thereafter, the County shall pay to SHVIII, monthly, the amount retained for each incomplete item after each of said items is completed.

13. INSURANCE

SHVIII shall procure and maintain for the duration of this Agreement, 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 SHVIII, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of SHVIII. Such insurance shall be in accord with the following:

a. Minimum Limits of Insurance

SHVIII or the Primary Subcontractor, shall maintain policies naming Leon County, Florida as additional insured and containing 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.
2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. *(Non-owned, Hired Car)*.
3. Workers' Compensation Employers Liability: Insurance covering all employees 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.*
4. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
5. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage," Moore Bass Consulting may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.

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 SHVIII 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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).

- a. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of SHVIII, including the insured's general supervision of SHVIII; products and completed operations of SHVIII; premises owned, occupied or used by SHVIII; or automobiles owned, leased, hired or borrowed by SHVIII. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. SHVIII'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 SHVIII's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
- 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. SHVIII's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of SHVIII.

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

SHVIII 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

SHVIII 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 hereinabove.

14. WARRANTIES, GUARANTEES, AND CERTIFICATIONS

- a. General. The required final constructed product shall be a complete warranted and guaranteed Project both in terms of design, materials provided, and the construction, labor, equipment, tools, and methods used. Upon acceptance of the project, all warranties shall be assigned to the County.
- b. Manufacturers. Upon completion of the Project, the material manufacturers shall certify the installation is according to their recommendations and instructions and issue a warranty pursuant to the Section, as a condition of Project close-out and final payment.
- c. Warranty. Where any work on the Project is performed by SHVIII or by subcontractors under contract with SHVIII, SHVIII shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in construction documents, and that such work on the Project will be of good quality, free from improper workmanship and defective materials and in full conformance with the drawings and specifications. With respect to the same work on the Project, SHVIII further agrees to correct all work found by the County to be defective in material and/or workmanship or not in conformance with the drawings and specifications for a period of two (2) years from the date of completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. SHVIII shall collect and deliver to the County any specific written warranties given by others as required by the Agreement. Also, SHVIII shall conduct, jointly with the County a warranty inspection within thirty (30) days after the final completion.

- d. Warranties. SHVIII and materials manufacturers must jointly and severally issue a minimum warranty of five (5) years against material defects for all manufactured products installed into the work. The manufacturer must confirm the ability of SHVIII and the manufacturer to issue this warranty in a written statement by an authorized agent of the manufacturer. This statement must be included with the submittals. Issue warranties to "Leon County, Florida" prior to filing a request for final payment.
- e. Guarantees: SHVIII shall guarantee the applications with respect to workmanship and proper application for five (5) years from the date of acceptance by the material manufacturer. Should any system failures covered under the warranty occur during this period, corrective action will be taken by SHVIII to repair the installation to the satisfaction of the County (and the City as applicable) and material manufacturer. All corrective work will be done at no cost to the County or the City.

15. EXCUSABLE DELAYS

A Party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including severe weather events, (ii) operation of law, (iii) the inability to obtain necessary permits, materials, supplies, or equipment by reason of appropriation or use thereof, or by reason of regulations imposed, by local, state, or federal government, (iv) any acts of the enemies of the State of Florida or of the United States of America, (v) civil commotion, (vi) fire and delays in transportation beyond the reasonable control of the party whose performance is affected, (vii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such Party's willful or negligent acts or omissions, except in those cases where a Party could have reasonably foreseen and reasonably avoided the occurrence. The Party affected by any such event shall give written notice thereof to the other Party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. In the event performance is suspended due to excusable delay, the affected Party shall use reasonable efforts to minimize the impact of that delay on the dates for completion of activities as reflected in the project schedules.

16. TERMINATION

- a. Termination by County

If SHVIII fails to fulfill any of its obligations, through no fault of the County, such failure shall be considered a default and shall entitle, but not obligate the County to suspend performance under or to terminate this Agreement, in whole or in part at the County's discretion, if SHVIII fails

to cure such default within thirty (30) days after receipt of a written notice thereof from the County.

b. Notification of Termination

Any such termination shall be effected by delivery to SHVIII of a written Notice of Termination specifying the nature of the default that the County is alleging, the extent to which work under this Agreement is to be terminated, and the date upon which such termination becomes effective. If SHVIII believes that its failure to perform is due to excusable delays, SHVIII shall give the County written notice of the basis for its belief prior to the expiration of the cure period. The County shall review SHVIII's submission and advise SHVIII accordingly. If the County disagrees and it is later determined by the County or a court of competent jurisdiction that failure to perform is due to an Excusable Delay, as defined in Paragraph 15.

c. Effect of Termination Notification

After receipt of a Notice of Termination, and except as otherwise directed by the Project Manager in writing, SHVIII shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination. SHVIII shall place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated. SHVIII shall terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

1. SHVIII shall be paid for items it delivers hereunder. SHVIII and the County shall work together in good faith to determine and agree upon the whole or any part of the amount or amounts to be paid to SHVIII by reason of the total or partial termination of work pursuant to this Article.
2. SHVIII shall complete performance of such part of the work as shall not have been terminated by the Notice of Termination. SHVIII shall take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of all equipment, materials and other property related to this Agreement which are in the possession of SHVIII and in which the County has or may acquire an interest.

17. DISPUTE RESOLUTION

- a. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.a.
- b. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 1. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 2. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 3. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and SHVIII's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 4. Should the Director and SHVIII's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and SHVIII's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 5. If the County Administrator and SHVIII's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

18. MISCELLANEOUS PROVISIONS

a. Status

SHVII at all times relevant to this Agreement shall be an independent contractor and in no event shall SHVII nor any employees or subcontractors under it be considered to be employees of the County.

b. Conflicting Employment

For the duration of this Agreement, SHVIII shall not enter into any agreements that would ethically conflict with its obligations under this Agreement.

c. Licenses

SHVIII shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should SHVIII, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, SHVIII shall be in default of this Agreement as of the date such license is lost.

d. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the County nor shall SHVIII assign any monies due or to become due to him hereunder without the prior written consent of the County.

e. Monitoring

SHVIII shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of SHVIII which are relevant to this Agreement, and interview any clients and employees of SHVIII to assure the County of SHVIII's satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to SHVIII a written report of its findings and will include written recommendations with regard to SHVIII's performance of the terms and conditions of this Agreement. SHVIII will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. SHVIII'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) SHVIII being deemed in breach or default of this Agreement; (2) the withholding of payments to SHVIII by the County; and, (3) the termination of this Agreement for cause.

f. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, SHVIII hereby certifies that to the best of his knowledge and belief neither SHVIII nor its affiliates have been convicted of a public entity crime. SHVIII 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 SHVIII shall be cause for termination of this Agreement by the County.

g. Unauthorized Alien(s) And E-Verify

SHVIII agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. 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 termination of this Agreement by the County.

1. SHVIII agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. SHVIII further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “‘Edit Company Profile’” link on the left navigation menu of the E-Verify employer’s homepage).
2. SHVIII further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between SHVIII and the subcontractor, whichever is later. SHVIII shall obtain from the subcontractor(s) a copy of the “‘Edit Company Profile’” screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. SHVIII will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by SHVIII to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by SHVIII to perform work pursuant to the Agreement.
 - a. SHVIII must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by SHVIII to perform employment duties within Florida within 3 business days after the date of hire.
 - b. SHVIII must initiate verification of each person (including subcontractors) assigned by SHVIII to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after

assignment to perform work pursuant to the Agreement, whichever is later.

4. SHVIII further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

h. 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.

i. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

j. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

k. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

l. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, SHVIII shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin,

religion, sex, age, marital status, disability, sexual orientation or gender identity.

m. W/MBE Participation Targets

The Contractor will make a good faith effort to meet the aspirational participation targets for women and minority-owned businesses as follows: 17% minority-owned business participation; 9% women-owned business participation.

n. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

o. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

p. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

q. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

r. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

19. EFFECTIVE DATE

- a. The "Effective Date" is the date that this Agreement is fully executed by SHVIII and the County. This Agreement shall commence on the Effective Date and, except as otherwise provided herein or as may be required to give effect to the provisions hereof, shall terminate when the Project is

complete, the County has notified SHVIII of its final acceptance of the Project and all performance required hereunder is complete.

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

WHERETO, the Parties have set their hands and seals and executed this Agreement the date set forth below

LEON COUNTY, FLORIDA

SHVIII

BY: _____
Kristin Dozier, Chairman,
Leon County Board of County Commissioners

BY: _____
Summit Holdings VIII, L.L.C

Date: _____

As its: _____
Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Bannerman Road Widening Phase 1B Cost Estimate

60% to 100% Design Documents w/Pricing for construction of Bannerman Widening per 163 agreement

Appr. 1000lf west of Quail Common Road, east to new Roundabout at Beech Ridge Trail

a) 60% Design Documents - Funded by Summit 8 Holdings, LLC	
1) 60% DD's submitted to County and Contractor (10.17.2014)	
2) 60% MOT submitted to County and Contractor (10.24.2014)	
b) M inc. price to build Bannerman Widening based on 60% plans (11.11.2014)	\$ 1,440,971.12
(assumptions/exclusions - see bottom of proposal)	
c) Landscape/irrigation (excluding sod) (11.19.2014)	\$ 139,120.00
d) Consulting fees to take to 100% and permit (10.30.2014)	\$ 288,500.00
e) Permit application fees (10.30.2014)	\$ 19,962.96
f) Summit VIII Holdings, LLC - Construction Mgt. fee	\$ 35,000.00
Total	\$ 1,923,554.08

EXHIBIT B

Project Schedule

The following construction schedule commences upon receipt of all required local and state permits and mobilization of contractor. As of this date, it is anticipated that construction will commence prior to June 8, 2015.

Construction schedule: - 1) Design and Permitting, and 2) Construction.

1) **Final Design and Permitting**

December 2014 – May 2015 – Scope 60-100% plans, acquire all permits, county and state.

2) **Construction**

June 2015 – January 2016 – Construction is expected to last up to nine (9) months.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of the Proposed Revised Policy No. 08-3, "Leon County Conduit Financing Policy," and Approval of the Revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Lamarr D. Kemp, Sr., Division Director, Housing Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 08-3, "Leon County Conduit Financing Policy" (Attachment #1), and approve the revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy (Attachment #2).

Report and Discussion

Background:

On June 10, 1980, the Board of County Commissioners (Board) established the Leon County Housing Finance Authority (HFA) of Leon County by adopting Ordinance No. 80-39, pursuant to the Florida Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes. The HFA was established for the purpose of providing financing for affordable housing or rental housing to persons of low, moderate, or middle income and capital investments in such housing.

The mission of the Leon County HFA is to consider Leon County affordable housing financing for owner-occupied single-family and multi-family housing units to include townhouses and condominiums, which includes the sale of tax exempt and taxable bonds once approved by resolution of the Board.

The HFA is a seven-member, dependent special district. Since its creation, the HFA has issued directly or joined with other counties, Multi-Family Tax Credit Bonds and Single-Family Mortgage Revenue Bonds. The HFA aims to increase the supply of residential housing for persons of very low, low, or moderate income. To accomplish this purpose, the HFA encourages private enterprise and investors to sponsor, build, and rehabilitate residential housing for such persons and families. In, addition, the HFA functions as the advisory committee for purposes of the State Housing Initiative Partnership (SHIP), the Community Development Block Grant (CDBG), and other grant programs requiring a citizens' advisory committee.

On November 25, 2008, the Board adopted Policy No. 08-3, "Leon County Conduit Financing Policy" that purports the following:

- Leon County desires to provide appropriate access for non-governmental entities to tax exempt financing through conduit issuances;
- Leon County acknowledges that, although each individual issue must be self-supporting and will not at any time require the direct financial support of the County, the issues will utilize the County's authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County's future capacity to issue debt and the overall reputation of the County.
- Leon County further directs that all Authorities seeking to request Tax Equity and Financial Responsibility Act (TEFRA) hearings from the County shall have policies adopted equal to this County Policy.

On March 12, 2013, the Board approved the HFA's revised Multi-Family Bond Issue Policy and Application, wherein all Board-mandated policies were incorporated.

Analysis:

On July 8, 2014, the Board accepted the HFA's Status Report. The Status Report presented findings on HFA reviews regarding the stagnant development conditions of low-income multi-family property units in Leon County that are designed to house the elderly, veterans, disabled, and extremely-low, very-low, low, and moderate income families and individuals. The results of the analysis point to current HFA policy regarding sequence of payment of fees as the major deterrent, policies of which came directly from the HFA's verbatim adoption of Board Conduit Financing Policy.

The HFA secured the support of Leon County's current bond counsel, Bryant, Miller, and Olive, to make appropriate revisions to the County's Conduit Financing Policy and HFA Multi-Family Bond Issuance Policy and to present said revisions at a future Board Meeting.

Bryant, Miller and Olive, prepared a revised Policy No. 08-3, "Leon County Conduit Financing Policy" (Attachment #1) allowing for the HFA to revise its Multi-Family Bond Program Policy and Application (Attachment #2) and implement a new upfront fee structure in alignment with best industry practices implemented by other counties (Attachment #3) and the State of Florida's application upfront fee structure, yet retain all components and intents of the Leon County Conduit Financing Policy No. 08-3.

It is the consensus of the Leon County HFA Board of Directors that the current process, which requires expenditure of significant monies by an applicant prior to knowing if they have TEFRA approval and a bond allocation, is a deterrent which keeps developers from pursuing bond financing for multi-family developments serving working families in Leon County. The current TEFRA approval process requires submission of extensive financial and development information that has associated costs, which can exceed \$150,000. The HFA Directors position is that an applicant for bond financing should undergo a basic analysis before TEFRA approval, and that the real and costly expenditures associated with credit underwriting should take place after TEFRA approval but before bond closing.

As an example, pre-development expenditures include but are not limited to:

- Site Plans
- Environmental testing
- Applications for Credit Enhancement with HUD
- Architectural

In summary, the proposed change in the Board's Conduit Financing Policy and HFA Multi-Family Bond Issuance Policy will allow developers of tax exempt financing for multi-family properties to view Leon County as an inviting community to build quality affordable housing units without relaxing fiscal accountability.

Options:

1. Adopt the proposed revised Policy No. 08-3, "Leon County Conduit Financing Policy" (Attachment #1), and approve the revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy (Attachment #2).
2. Do not adopt the proposed revised Policy No. 08-3, "Leon County Conduit Financing Policy," and do not approve the revised Leon County Housing Finance Authority's Multi-Family Bond Issuance Policy.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Revised Leon County Conduit Policy No. 08-3
2. Revised HFA Multi-Family Bond Issuance Policy and Application
3. State of Florida HFA Fee Matrix – Pre and Post TEFRA

Board of County Commissioners Leon County, Florida

Policy No. 08-3

Title: Leon County Conduit Financing Policy
Date Adopted: ~~November 25, 2008~~ December 9, 2014
Effective Date: ~~November 25, 2008~~ December 9, 2014
Reference: N/A

Policy Superseded: None

It shall be the Policy of the Board of County Commissioners of Leon County, Florida, that a ~~Policy 08-3~~ entitled “Leon County Conduit Financing Policy” is hereby superseded, and a revised Policy is hereby adopted in its place, to wit:

Purpose:

Leon County desires to provide appropriate access for non-governmental entities to tax exempt financing through conduit issuances.

Leon County acknowledges that, although each individual issue must be self-supporting and will not at anytime require the direct financial support of the County, the issues will utilize the County’s authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County’s future capacity to issue debt and the overall reputation of the County.

Leon County further directs that all Authorities (other than the Leon County Housing Finance Authority) seeking to request Tax Equity and Financial Responsibility Act (TEFRA) hearings from the County shall have policies adopted equal to this County policy.

CONDUIT FINANCING POLICY

- 1) **Definitions.** All terms in capitalized form that are defined in this Section shall have the same meanings as are ascribed to those terms herein, unless a different or additional meaning is given to those terms specifically. Unless the context shall otherwise indicate, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The following terms shall have the meaning indicated below unless the context clearly requires otherwise:
- a) “*Credit Enhanced*” means a bond issue with a third party repayment guarantee such as a bank letter of credit, Federal program or insurance policy from a credit enhancer such as a bank or insurance company with credit ratings in the three highest categories, meaning at least A3 from Moodys, or A- from either FitchRatings or Standard and Poors, which repayment guarantee structure is binding for at least one year from date of issuance and results in the bonds being issued with the long-term credit ratings and the highest short-term rating, if applicable, of the credit enhancer.
 - b) “*Credit Rating*” means a professional assessment of creditworthiness from either FitchRatings, Moodys, or Standard and Poors as nationally recognized credit rating agencies, or such other firm as may reasonably attain a similar role in the future.
 - c) “*Financial Advisor*” or “FA” means a properly licensed firm retained by either the Issuer or Guarantor Applicant with a fiduciary responsibility to their client under the rules and procedures of the National Association of Securities Dealers, the Municipal Securities Rulemaking Board, Securities and Exchange Commission, and the Florida Statutes. The FA is expected to advise their client on structuring the debt, marketing the debt, and the investment or disposition of debt proceeds. Any FA retained by the Guarantor Applicant shall be acceptable to the Issuer.
 - d) “*Guarantor Applicant*” means the entity that makes application to the County for the debt, sponsors the project, and provides the repayment funds. Notwithstanding the use of a conduit issuer and any credit enhancement, the Guarantor Applicant is the entity whose credit is reviewed by the investors or credit enhancers as the underlying source of repayment funds.
 - e) “*Investment Grade Credit Rating*” means a Credit Rating of BBB- or higher from FitchRatings, Baa3 or higher from Moodys, and BBB- or higher from Standard and Poors, and such other similar minimum rating level from another similar nationally recognized Credit Rating firm as may reasonably attain a similar role in the future.
 - f) “*Issuer*” means an Authority (other than the Leon County Housing Finance Authority) or Leon County as conduit issuer of the debt.
 - g) “*Sophisticated Investor*” means a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities and Exchange Commission or an “accredited investor” as that term is defined in Regulation D of the Securities and Exchange Commission.

2) Bond Issuance and TEFRA approval.

- a) Debt issues for more than \$10,000,000 undertaken for Guarantor Applicants with Credit Ratings below Investment Grade Credit Ratings must use the services of a Financial Advisor mutually acceptable to the Guarantor Applicant and the County.
- b) The Authority or Guarantor Applicant will cause an Official Statement and related offering documents to be produced in connection with all public sales of debt.
- c) To the extent possible, public hearings should be held in the Leon County Commission and televised to facilitate the most open process possible.
- d) Blanket (statewide) TEFRA hearings will not fulfill a local TEFRA hearing requirement. TEFRA approvals for projects involving multiple facilities over a period of time should be specific in identifying the names and locations of the multiple facilities and local TEFRA approvals should be obtained in all jurisdictions where appropriate.
- e) Standards for County TEFRA approval request:
 - i) The Authority or Guarantor Applicant will provide a detailed project description and a distribution list of the participants. The project description should include a description of the plan to obtain all necessary TEFRA approvals.
 - ii) TEFRA requests will include any related financials, feasibility studies, and required pro-forma statements that were part of the Guarantor Applicant's application to the Authority. For Credit Enhanced debt issues, the Guarantor Applicant's financials do not need to accompany the TEFRA request.
 - iii) The Authority or Guarantor Applicant will provide minutes of legally noticed hearings regarding the debt issue, along with copies of required legal notices (minutes should include the outcome of any votes that take place, hearing dates, and legal notice publication dates).
 - iv) The Authority or Guarantor Applicant will provide a description of the sale method, the proposed debt structure, and the minimum debt denominations. When an FA participates in the debt issue, the FA will provide the recommendation about sales method, debt structure, and minimum denominations.
 - v) The Authority or Guarantor Applicant will provide a credit discussion regarding such things as repayment sources, credit enhancements, ratings, insurance, and debt service reserve levels. When an FA participates in the debt issue, the FA will provide the credit description.
 - vi) The Authority or Guarantor Applicant will provide copies of resolutions; being certain those resolutions contain legal disclosure confirming that no County funds are pledged when that is the case.
 - vii) The Authority or Guarantor Applicant will provide notice of any waiver granted pursuant to Section 4 c).

3) Pooled Finance.

- a) The Authority or Guarantor Applicant will avoid blind-pools justified by demand surveys where funds are issued and invested until used to fund projects. Instead, the Authority or Guarantor Applicant will focus on individual issues for individual projects or focus on draw-down structures that issue debt proceeds from investors only as projects require funding.

4) Categorization of debt.

- a) For purposes of determining requirements for the Authority or Guarantor Applicant, there are three categories which provide threshold standards:

- i) **Rated and/or enhanced debt:** Bonds with credit enhancement and a rating in one of the three highest rating categories. Held by the borrower or a credit enhancer, or an affiliate of either, bonds with a rating in one of the three highest rating categories from a nationally recognized rating service (currently at least A3 from Moodys or A-from FitchRatings or Standard and Poors). These bonds do not have any additional restrictions required.

- ii) **System debt:** This is debt being issued to support an existing or on-going concern of at least five years. Revenues must be pledged from the entire enterprise, not from the specific project. The debt must be issued as a sole placement and is not divisible. The financial pro-forma should demonstrate coverage of at least 1.10 of maximum debt service.

- iii) **Other Financings:** This is debt being issued that does not meet the definition of either i) or ii), as previously stated. If either privately or publicly placed, these financings must meet the following criteria: (i) a feasibility study (market analysis, management structure, financial plans, etc) with financial projections showing at least 1.10X coverage of maximum annual debt service, and (ii) explanation of supplemental financial support from parent corporations, provision for reasonable and prudent reserves. If publicly placed, the financing must also meet the following criteria:

- (a) shall be sold and subsequently transferred only to a Sophisticated Investor or Investors

- (b) receive an investment credit grade rating

- (c) shall comply with the conditions set forth in paragraph i – iii) or iv - vi), as determined prior to the issuance of the bonds:

- (i) The bonds shall be sold in minimum denominations of \$100,000; and

- (ii) The bonds shall be sold only to Sophisticated Investors who have executed and delivered an “investor’s letter”, in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account, (B) stating that such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor’s purchase of the bonds; and
- (iii) The bonds shall bear a legend restricting subsequent transfers to other Sophisticated Investors who have executed and delivered an “investor’s letter” complying with the preceding paragraph (ii).

Or,

- (iv) The bonds shall be sold in minimum denominations of \$250,000; and
- (v) The bonds shall be sold initially only to Sophisticated Investors who have executed and delivered an “investor’s letter”, in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account, (B) such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor’s purchase of the bonds; and

(vi) The bonds shall bear a legend restricting subsequent transfers to investors who by their purchase of the bonds represent that they (A) are purchasing the bonds solely for their own account, (B) can bear the economic risk of their investment in the bonds, (C) have such knowledge and experience in financial business matters that they are capable of evaluating the merits and risks of purchasing the bonds, and (D) have made the decision to purchase the bonds based on their own independent investigation regarding the bonds and have received the information they consider necessary to make an informed decision to invest in the bonds.

(d) Each indenture related to bonds that are subject to the restrictions, as set forth previously, shall provide that the trustee and the paying agent shall not authenticate or register a bond unless the conditions of this policy have been satisfied.

(e) Guarantor Applicants can petition the County for a waiver to issue in smaller denominations than required within this Section. The Guarantor Applicant must demonstrate a compelling public purpose for smaller denominations. The demonstration of a compelling public purpose may require a formal presentation at the discretion of the County. Any waiver granted by the Authority may only be granted prior to submission of TEFRA materials to the County pursuant to Section 2 e).

5) Investment of Proceeds.

a) The FA will recommend the investment structure for debt proceeds and bid the investment of proceeds. In the event an FA is not required for a debt amount under \$10,000,000 or for a Guarantor Applicant with Investment Grade Credit Ratings, a financial officer of the Guarantor Applicant should submit a signed plan for disposition, investment and safekeeping of the proceeds as a part of the application process which will then be included in the TEFRA request packet for the County. Prior to disbursement of proceeds of debt issued by the County, a trustee bank or financial institution approved by the County shall hold such proceeds.

6) Continuing Disclosure and Market Transparency.

a) The Authority or the Guarantor Applicant will arrange to use a recognized agent as an information repository and dissemination agent for 15(c) 2-12 disclosure, to the extent applicable. Guarantor Applicants with Investment Grade Credit Ratings can choose to undertake any disclosure responsibilities under 15(c) 2-12 through a proprietary process.

b) The Authority or the Guarantor Applicant will ensure that copies of all closing transcripts are forwarded to the Leon County Clerk, the County Attorney, and the County Administrator.

7) Criteria, Application and Fees.

a) Criteria for financing

- i) Community need: The primary criterion for financing any project will be the degree to which the community needs the proposed capital improvement. The issuer will require the presentation of all pertinent data and information, both objective and subjective, with respect to community needs before approving any project. In order to provide community need, a project shall make a significant contribution to the economic growth of Leon County; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.
- ii) Financial feasibility: The County, as its discretion; shall have the authority to require a financial feasibility study to be completed by an independent financial feasibility consultant of recognized competence at the applicant's expense.

b) Fees

- i) A \$15,000 application fee is required at the time of application. The application fee is non-refundable in the event the bond issue does not close for any reason.
 - ii) A financing fee is required to be paid from the proceeds of the bonds at closing of the bond issue in an amount equal to (1%) of the principal amount of the bonds actually issued, or \$5,000 whichever is greater.
 - iii) The applicant shall pay to Leon County, an amount equal to all out-of pocket costs other than normal office expenditures for telephone charges, photocopying and the like incurred by the County in processing the application and issuing the bonds. The applicant shall reimburse the County for time expended by attorneys employed by the Office of the County Attorney in direct support of the bond issue. The applicant shall pay these expenses within ten (10) days after receipt of written invoice or demand for payment. These expenses may be deferred and collected from the proceeds of sale upon approval of the Board, provided the same shall not reduce the applicant's liability to pay the expenses in the event that no closing occurs.
 - iv) All fees and expenses of all such consultants required by the applicant (including but not limited to financial advisor, bond counsel, engineers, etc.) shall be the sole responsibility of the applicant.
- c) Application: The following is applicable to those entities seeking direct conduit financing through the County. The County Administrator and Finance Advisory Committee are hereby authorized to request any additional information deemed necessary to properly evaluate the request.
- i) Three original applications shall be submitted.
 - ii) The applicant shall execute an Expense and Indemnity Agreement in the form included as Attachment #1.
 - iii) Application questionnaire in the form included as Attachment #2.

Leon County Conduit Financing Policy

d) County Review

- i) Upon receipt of an application, the County's Finance Advisory Committee or designee shall determine whether an application is complete. No further processing of an incomplete application shall be done until the application is determined to be complete.
- ii) The County's Financial Advisor will prepare its written report to the County with respect to the issue.
- iii) A preliminary meeting will be scheduled of the County's Finance Advisory Committee.
 - (1) The committee may decide whether the applicant may make a presentation.
 - (2) The committee may recommend the project for further consideration by the Board of County Commissioners, contingent upon the applicant fulfilling all statutory requirements, the requirements of these Financing Guidelines, and any other requirements the County may deem appropriate depending on the circumstances; or
 - (3) The committee may reject the application; or
 - (4) The committee may request additional information.
 - (5) The committee shall submit its finding and recommendations to the Board for its consideration.

8) Authorities: It is the County's intent for all Authorities (other than the Leon County Housing Finance Authority) seeking a TEFRA of the County that the Authority adopt the same guidelines. Notwithstanding anything herein to the contrary, this Leon County Conduit Financing Policy shall not apply to any conduit bonds proposed to be issued by the Leon County Housing Finance Authority; provided, however, the Leon County Housing Finance Authority shall receive a positive recommendation from an independent credit underwriter before it gives final approval to the issuance of conduit bonds. Conduit bonds issued by the Leon County Housing Finance Authority shall comply with its Multi-Family Bond Program Application Procedures and Program Guidelines.

Attachment #1: Expense and Indemnity Agreement

(Leon County, FL)

Proposed Bond Issue for:

Ladies and Gentlemen:

The undersigned corporation (The “Corporation”) has requested you to consider its application to have you issue the bonds referred to above (the “Bonds”) for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicted upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the corporation agrees to pay any and all attorneys’ fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: _____

NAME OF CORPORATION: _____

By: _____

Its: _____

Accepted and agreed to as of the date above written:

(LEON COUNTY, FLORIDA)

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Attachment #2: Leon County Application for Financing

(Please refer to pages 12-15)

Leon County Application for Financing

(Submit three original fully executed application forms with all required attachments and ten copies of the Application form with attachments and the application fee to the County at 301 S. Monroe St., Ste. 502)

A. Applicant

Corporation Name: _____

State of Incorporation: _____

Business Physical & Mailing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

Applicant's Agent (if any) Name: _____

Business Physical & Mailing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

Applicant's Legal Counsel: _____

Contact Person: _____

Telephone: _____ Fax: _____

Management of Project (if other than Applicant): _____

Applicant shall attach copies of items 1-6 below:

- Names and Business Address of Officers and Directors
- Articles of Incorporation
- By-Laws: If Applicant is a non-profit corporation, evidence that the Applicant is an Organization covered under Section 501(c) (3) of the Internal Revenue Code for prior three years.
- Audited Financial Statements of the Applicant for the proceeding three years.
- Annual Report (if regularly issued)
- If Applicant is a public company under the securities and Exchange Act of 1934, a copy of form 10-K for the last three years.

Policy No. 08-3
Leon County Conduit Financing Policy

B. Project

Brief Description: (Include number and type of Jobs): _____

Location: _____

Real Property to be acquired, if any (attach legal description, if available): _____

Description of equipment or other personal property to be acquired (attach list, if applicable):

If the project is a health care project for which a Certificate of Need is required, has Certificate of Need been obtained?

No: _____ Yes: _____ Date: _____
(If yes, attach copy and give CON number: If no, give date of applications)

If no Certificate of Need is necessary, explain why: _____

Estimated total cost of project: \$ _____

Projects	Amount
Land Acquisition	
Design and Construction	
Acquisition of existing structures	
Equipment Purchase	
Other (Explain)	
Estimated Total Cost of Project	

Has any feasibility study been performed? No: _____ Yes: _____
(If yes, attach copy)

Timetable: Attach as detailed a timetable as is available for the project.

C. Financing

Note: If the applicant has not yet obtained this date, leave this part blank, and the County will assist in structuring the transaction and selecting underwriters, feasibility consultants, and other professionals.

Associated Expenditures	Project Cost
Amount of Bond or Note Issue	
Total Project Cost	
Cost of Issuance	
Monies Available from Other Sources (attach explanation)	
Sources of Debt Service Payments	
Additional Security of Guaranties	
Credit Enhancement Provider (Letter of Credit, Bond Issuance, Surety Bond, etc.)	
Final Maturity	
Total	

Are the proposed bonds to be junior in status to any other obligations of Applicant? No: _____ Yes: _____
(If yes, explain) _____

Underwriter's name: _____

Business Physical & Mailing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

Underwriter's Counsel: _____

Business Physical & Mailing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

C. Financing Cont'd

Feasibility Consultants: _____

Business Physical & Mailing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

If any, list other Consultants, Contractors, and/or Agents: _____

D. Refunding Issues:

If the proposed bond issue is for purposes of refunding previous debt, attach an official statement and all other "refunding documents," and a summary of the debt to be refunded.

E. Date of Application:



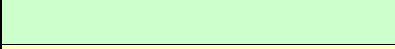
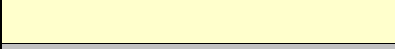

Applicant is required to submit an executed "Expenses and Indemnity Agreement" as required by the Guidelines.

For the Applicant: _____

Its: _____
(Corporate Seal)

Document comparison by Workshare Compare on Wednesday, October 29, 2014
10:39:04 PM

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Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	4

LEON COUNTY
HOUSING FINANCE AUTHORITY

**MULTI-FAMILY
BOND PROGRAM**

**APPLICATION PROCEDURES &
PROGRAM GUIDELINES HANDBOOK**

Revised _____, 2014

**LEON COUNTY
HOUSING FINANCE AUTHORITY
MULTI-FAMILY BOND PROGRAM
APPLICATION PROCEDURES AND PROGRAM GUIDELINES**

I. Overview

The Leon County Housing Finance Authority (the "Issuer") provides below market rate loans of bond proceeds for construction, rehabilitation and permanent financing of multifamily housing developments (the "Multifamily Program"). The funds are made available by the Issuer's issuance of revenue bonds (the "Bonds"). The Bonds are secured solely by the credit enhancement provided by the borrower and/or by revenues from the development. In no event shall public revenues ever secure the Bonds. The Issuer is merely a conduit and shall not be liable on any Bonds. From time to time the Issuer may approve other financing structures to the extent permitted by law.

The Multifamily Program has been undertaken by the Issuer in order to alleviate the shortage of affordable housing through new construction, rehabilitation and preservation for persons and families in Leon County, Florida (the "County"), to generate affordable multifamily rental capital for investment in the County, to stimulate economic development and to create jobs.

The Issuer will consider providing revenue bond financing for qualified multifamily housing developments which meet the goals of the Issuer and comply with applicable federal and state law. The Issuer has adopted the following guidelines to set forth the general requirements and procedures that apply to the financing of multifamily housing developments.

The Issuer will not issue obligations to provide financing for any development unless the applicant has satisfied the general requirements set forth in these guidelines. The Issuer reserves the right to impose additional requirements on any particular development. Compliance with these guidelines does not and shall not create any right by an applicant to a commitment or assurance that the Issuer will provide the requested financing.

II. Definitions

All terms in capitalized form that are defined in this Section shall have the same meanings as are ascribed to those terms herein, unless a different or additional meaning is given to those terms specifically. Unless the context shall otherwise indicate, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The following terms shall have the meaning indicated below unless the context clearly requires otherwise:

(A) "*Applicant*" means the entity that makes application to the Issuer for the debt, sponsors the project, and provides the repayment funds. Notwithstanding the use of a conduit issuer and any credit enhancement, the Applicant is the entity whose credit is reviewed by the investors or credit enhancers as the underlying source of repayment funds.

(B) "*Bond Counsel*" means Bryant Miller Olive P.A. or any other firm of attorneys selected by the Issuer that is experienced in matters relating to the issuance of obligations by

states and their political subdivisions that is listed as municipal bond attorneys in The Bond Buyer's Municipal Marketplace.

(C) "*County*" means Leon County, Florida.

(D) "*Credit Rating*" means a professional assessment of creditworthiness from either Fitch, Moody's, or S&P, or such other firm as may reasonably attain a similar role in the future.

(E) "*Financial Advisor*" means a properly licensed firm retained by either the Issuer or Applicant with a fiduciary responsibility to their client under the rules and procedures of the National Association of Securities Dealers, the Municipal Securities Rulemaking Board, Securities and Exchange Commission, and the Florida Statutes. ~~The Financial Advisor is expected to advise their client on structuring the debt, marketing the debt, and the investment or disposition of debt proceeds. Any Financial Advisor retained by the Applicant shall be acceptable to the Issuer. Debt issues for more than \$10,000,000 undertaken for Applicants with Credit Ratings below Investment Grade Credit Ratings must use the services of a Financial Advisor mutually acceptable to the Applicant.~~

(F) "*Fitch*" means Fitch Ratings, a nationally recognized credit rating agency.

(G) "*Investment Grade Credit Rating*" means a Credit Rating of BBB- or higher from Fitch, Baa3 or higher from Moody's, and BBB- or higher from S&P, and such other similar minimum rating level from another similar nationally recognized Credit Rating firm as may reasonably attain a similar role in the future.

(H) "*Issuer*" means the Leon County Housing Finance Authority as conduit issuer of the debt.

(I) "*Moody's*" means Moody's Investors Service, Inc., a nationally recognized credit rating agency

(J) "*S&P*" means Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, a nationally recognized credit rating agency.

(K) "*Sophisticated Investor*" means a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission or an "accredited investor" as that term is defined in Regulation D of the Securities and Exchange Commission.

III. Summary of Process

A variety of collateral techniques may be explored. The financial structure is subject to approval by the Financial Advisor, ~~if any~~, and Bond Counsel. The term of the bond issue is subject to negotiation. Interest rates cannot be determined until the Bond sale. The Bond issue is accomplished via the following steps:

(A) Selection Stage. Applicants submit an application package for the Financial Advisor to review. The Financial Advisor performs a development feasibility analysis. The Issuer will consider public purpose and financial feasibility of the development (including site

control) and will select from all Applicants which Applicants will be invited into credit underwriting and subsequent stages of the process.

(B) Official Action (Subsequent to Written Application).

(1) Once it has been ascertained that the Applicant understands and agrees to comply with state, federal, local and Issuer requirements and has supplied all documentation required by the Issuer, an intent resolution for a proposed development will be placed on the agenda of a regularly scheduled meeting. After adoption of the intent resolution, the Issuer may authorize execution of a memorandum of agreement specifying the terms under which the Issuer will issue the Bonds and inducing the Applicant. The date of the intent resolution will evidence "Official Action" by the Issuer. Under the IRS Code, expenses incurred by the Applicant more than 60 days prior to the date of Official Action may not be reimbursed from proceeds of bonds.

(2) The Issuer will submit to the Board of County Commissioners of the County for approval pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA"), which requires that the Board of County Commissioners of the County approve tax-exempt bond financing for each development following a public hearing held after at least 14 days published notice in an appropriate publication approved by Bond Counsel. Notice of the TEFRA hearing will be published in community newspapers servicing the affected area, if any, prior to the hearing.

(3) Following County approval, the Issuer will make submission to the State Board of Administration's (the "SBA") Division of Bond Finance for private activity bond volume cap (the "Private Activity Bond Volume Cap Allocation"), with priority designated by the Issuer, unless the Applicant is a 501(c)(3) not-for-profit company. Private activity bonds must be issued by the Issuer within 155 days of receiving an award of Private Activity Bond Volume Cap Allocation from the SBA.

(C) Pre-Financing Stage. If the development is in the planning stage, the site plan is developed and submitted to appropriate authorities and other development approval processes are put in motion, pending approval of a proposed timetable by Issuer. Review of site plan, architectural design, and final construction contract is performed by a construction analysis/engineering firm. By dates established by the Issuer, the Applicant shall enter and complete credit underwriting. Credit underwriting is to be performed by firms under contract with the Issuer at the expense of the Applicant. Validation proceedings, if required, are commenced and the financing structure (credit enhancement, etc.) is finalized. Applicant then contacts Bond Counsel for commencement of documentation.

(D) Pre-Closing Stage. Ratings and insurance, as appropriate, are obtained and documentation is finalized. The preliminary and final credit underwriting report will be delivered to the Issuer for review and approval. Upon receipt of the reports, the Issuer may establish conditions and timetables for the financing. In addition to any conditions established by the Issuer, the Applicant shall comply with all conditions established by the credit underwriter within the preliminary and final credit underwriting reports. Failure to comply with such conditions shall result in rejection of the application. Such conditions will include, but are not limited to, personal guaranties by the principals of the general partner and development entity

(and the related corporate entities) of construction completion, operating deficits, environmental indemnity, and non-recourse obligations. The Issuer may elect to not move forward with the financing due to information included in the credit underwriting report. Prior to closing, the Issuer must be in receipt of a letter from the Applicant that all deal points have been resolved and that documents are in substantially final form. Adoption by the Issuer of a Bond Resolution approving documents and authorizing the issuance of the Bonds will then be placed on the agenda for a regularly scheduled meeting. The Bonds may then be underwritten and sold to purchaser(s), subject to all conditions precedent to closing being accomplished.

(E) Closing. Closing shall be held at a time and place acceptable to the Issuer. Any and all costs and expenses of the Issuer incurred in connection with the issuance of the Bonds, including, but not limited to, the fees and expenses of Bond Counsel, Issuer's Counsel, if any, the underwriter(s), credit underwriter and Financial Advisor shall be paid at closing, or such earlier time as outlined herein. The proceeds raised will be deposited with the Trustee for the bondholders in accordance with bond documents. THE ISSUER WILL NOT CLOSE BONDS IN ESCROW.

IV. Application

(A) Filing Application. Application for the issuance of Bonds shall be made in the form attached hereto as "Leon Housing Finance Authority, Multifamily Mortgage Revenue Bond Program, 2014 Application." The application must be submitted to the Issuer at the addresses contained therein, and by the deadline established by the Issuer, within a Notice of Funding Availability ("NOFA"). The submission must be an original application and ten copies. The application and NOFA are available at the Issuer's website: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Human-Services-and-Community-Partnership/Housing/Housing-Finance-Authority>, and attached hereto as Exhibit A.

(B) Expense and Indemnity Agreement. In conjunction with the filing of the application, the Applicant will be required to execute an Expense and Indemnity Agreement, in the form attached hereto as Exhibit B, whereby the Applicant agrees to pay all Bond issuance expenses, including, without limitation, the fees and disbursements of the Bond Counsel, Financial Advisor, underwriters and any other administrative charges or out-of-pocket expenses which relate to the issue, and to indemnify the Issuer and its members, officers, agents, attorneys and employees against any and all claims and liability arising out of the issuance of the Bonds.

(C) Timely and Complete Filing. The Applicant will be required to file a complete application by the time and date noticed in the NOFA. Failure to comply will result in a rejection of the application.

(D) Site Control. The Issuer is not involved in site selection, but rather finances developments that are proposed by Applicants. However, location of the proposed development may be a factor utilized by the Issuer in its determination of whether to finance a development. The Issuer only considers a request for Official Action of a proposed development when the Applicant can demonstrate control of the real estate. Control of the real estate can be evidenced by proof of ownership or by an executed purchase contract, deed or option agreement. Such instrument should clearly state the time period for which the instrument is effective, the purchase price to be paid and the cost of any extensions in the contract period, if applicable. However, the

purchase price of real estate can be reimbursed from bond proceeds only if paid no more than 60 days before Official Action, or as otherwise permitted by the IRS Code.

V. Application Review

(A) Initial Review. Upon receipt of an application, the Issuer or designee shall determine whether an application is complete. No further processing of an incomplete application shall be done until the application is determined to be complete. The Issuer's staff, Financial Advisor or credit underwriter will review and have performed a development and financial feasibility analysis to be completed by an independent financial feasibility consultant of recognized competence at the Applicant's expense. The financial feasibility analysis shall include, but not be limited to, a review of a developer's ability to proceed, public purpose and other selection factors. Prior to the Issuer's consideration, Bond Counsel and Issuer's Counsel, if any, will provide a preliminary review of an application to ensure compliance with federal and state laws, regulations, court rulings and other mandates in effect at the time. The Issuer will prepare a written report to the Issuer's board with respect to the issue.

(B) Preliminary Selection by the Issuer. The Issuer may: (1) recommend the development move forward into the remaining process to determine the amount of private activity bond allocation to be requested and the total amount of bond financing to be considered for the development; (2) reject the application; or (3) request additional information, including whether the Applicant may make a presentation to the Issuer. Such initial selection is contingent upon the Applicant fulfilling all statutory requirements, the requirements of these Guidelines, and any other requirements the Issuer may deem appropriate depending on the circumstances, including any conditions and timetables established by the Issuer related to the financing. The initial selection by the Issuer does not bind the Issuer to finance any or all of the proposed development. Instead, it allows the Applicant to move forward into the remaining process that will determine if the Issuer elects to finance any or all of the proposed development.

(C) Items to be Considered by the Issuer. Set forth below are various criteria the Issuer may use in evaluating proposed multifamily housing developments. This list is not exclusive and many of the factors are necessarily subjective. Furthermore, the order in which the criteria is listed below shall not be deemed to be of more or less importance as each of the criteria may be of more or less value depending on the circumstances.

~~(1) — The primary criterion for financing any development will be the degree to which the community needs the proposed development. The Issuer will require the presentation of all pertinent data and information, both objective and subjective, with respect to community needs before approving any development. In order to provide community need, a development shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.~~

~~(2) —~~ (1) The financial soundness of the Applicant and the development, including the experience of the Applicant and other development team members.

(2) ~~(3)~~ Conformance of the development with legal restrictions governing the issuance of the Bonds.

(3) ~~(4)~~ The impact of the development upon the County's housing shortage, and on any neighborhood development or redevelopment plan of the County.

(4) ~~(5)~~ The relative affordability of the housing to those persons in the County of middle, moderate and lesser income or, if the development is for elderly housing, the relative affordability of housing to those persons in the County of constituting the elderly.

(5) ~~(6)~~ Ability of the Applicant to complete financing and development on a timely basis, including the status of a commitment for credit enhancement or private placement of the bonds, a commitment from the purchaser of any low-income housing tax credits associated with the financing, and the status of the Applicant in the permitting process.

(6) ~~(7)~~ Economic impact of the development, including the impact of jobs created by substantial rehabilitation and new construction.

(7) ~~(8)~~ Applicant's formal agreement to abide by the loan conditions established in the credit underwriting report.

(8) ~~(9)~~ Applicant's agreement to provide resident income set-asides in excess of those required by State and Federal law.

(9) ~~(10)~~ Applicant's agreement to agree to extended low-income compliance periods.

(10) ~~(11)~~ Applicant's agreement to serve residents with incomes at levels below the maximum "low income" levels established by Federal law.

(11) ~~(12)~~ Applicant's agreement to provide services to the residents relevant to the needs of the residents, such as day care, financial and credit counseling, or other services approved by the Issuer.

(12) ~~(13)~~ Appropriateness of the development design, including the number of bedrooms per unit in developments targeted to family occupancy.

(13) ~~(14)~~ Development design and amenities that provide enhanced quality of life, energy efficiency, increased security, handicapped accessibility, or other features.

(14) ~~(15)~~ The proposed financing structure, including the proposed credit enhancement or private placement and its related bond rating and term.

(15) ~~(16)~~ Leveraging of the Issuer's tax-exempt bond allocation by providing a portion of the financing from non-County sources, including, but not limited to taxable bonds, and state or city loans or grants.

(16) ~~(17)~~ The location of the development, relating to the surrounding community, including work places, shopping, transit, open space, schools, etc. In

addition, a site that demonstrates accessibility to social services, proximity to mass transit and employment opportunities will be favorably considered.

(17) ~~(18)~~ Use of a financing structure that is efficient in its use of tax-exempt bond allocation.

VI. Process After Initial Selection

(A) Official Action.

(1) *Intent Resolution; Memorandum of Agreement.* Once it has been ascertained that the Applicant understands and agrees to comply with state, federal and Issuer requirements and has supplied all documentation required by the Issuer, an intent resolution for a proposed development will be placed on the agenda of a regularly scheduled meeting of the Issuer. Prior to adoption of the intent resolution, the Issuer may decide to reject the application for any reason, including, but not limited to changing market conditions or financial assumptions that render the proposed development financially infeasible. After adoption of the intent resolution, the Issuer may authorize execution of a memorandum of agreement specifying the terms under which the Issuer will issue the bonds and inducing the Applicant, contingent upon the applicant's execution of such agreement within ten calendar days. The agreement will include any conditions established by the Issuer as part of the initial selection process. The agreement will also include the ability to recapture the bond allocation if the Applicant does not meet all conditions in a timely manner. The Official Action of the Issuer should not be construed as indicating the marketability of the Bonds or a guarantee that the Bonds will be issued. Rather, it is an indication that the Issuer will issue its Bonds if a willing and suitable purchaser can be found by the applicant, and all conditions precedent to issuance occur or are met.

(2) *Termination of Official Action.* After execution of the memorandum of agreement, it is the Applicant's responsibility to commence the development. The Bonds must be issued the earlier of (i) the deadline established in the initial approval by the Issuer; (ii) prior to the expiration of the bond allocation associated with the financing; or (iii) within 12 months of the effective date of the agreement, subject to an extension granted in the sole discretion of the Issuer. The Issuer will consider extending the Official Action upon submission of a written notice, that the Applicant wishes to seek an extension and a status report providing tangible evidence satisfactory to the Issuer of the progress of the financing the development. Such written notice and status report shall be submitted to the Issuer no less than 30 days prior to the end of the above referenced 9 month period. The Issuer reserves the right to terminate an Official Action at the end of the 12 months, or any earlier time as noted herein. The Issuer shall deem the Official Action terminated in the event that the Applicant fails to meet the foregoing requirements.

(3) *Agenda Scheduling.* Official Action will be taken only at duly noticed meetings of the Issuer or, in cases deemed exceptional by the Chairman or any three members of the Issuer, at specially scheduled meetings of the Issuer. Official action shall only be taken if a quorum is present. All documentation requiring Issuer Official Action must be received for review by the Chairman, Bond counsel, Financial Advisor and Issuer

Counsel at least 10 working days in advance of the meeting in which the requested action is to be taken.

(B) TEFRA Approval. TEFRA requires that the Board of County Commissioners of the County approve tax-exempt bond financing for each development following a public hearing held after published notice. Notice of the TEFRA hearing will be published in an appropriate publication approved by Bond Counsel and in community newspapers servicing the affected area, if any, prior to the hearing. The notice setting forth the location and description of the development, the principal amount of the Bonds, the owner of the development, and other relevant data about the proposed financing and containing the date, time and location of the public hearing must be published at least 14 days prior to the public hearing. At the hearing, the development will be discussed and the public will be invited to be heard with regard to the development. The Issuer staff will be responsible for all arrangements with respect to the holding of the public hearing and obtaining TEFRA approval. Following the holding of the public hearing, the development and the financing must be approved by the County. Failure to obtain TEFRA approval from the County shall result in termination of the financing with no liability to the Issuer. Blanket (statewide) TEFRA hearings will not fulfill a local TEFRA hearing requirement.

(C) Application to SBA. Following County approval, the Issuer will make submission to the State Board of Administration's (the "SBA") Division of Bond Finance for private activity bond volume cap (with priority designated by the Issuer for competing developments, if any). Private activity bonds must be issued by the Issuer within 155 days of receiving an award of Private Activity Bond Volume Cap Allocation from the SBA. The Issuer has no control over the bond volume cap allocation and, therefore, accepts not liability for the final determination rendered regarding the availability of bond volume cap by the SBA. No assurance can be given that a requested private activity bond volume cap allocation will be received.

(D) Credit Underwriting. By dates established by the Issuer, the Applicant shall enter and complete credit underwriting. Credit underwriting is to be performed by a firm acceptable to the Issuer (and may include firms under contract with Florida Housing Finance Corporation), at the expense of the Applicant. Failure by the Applicant to meet such deadlines will result in rejection of the application. A preliminary and final credit underwriting report will be delivered to the Issuer for review and approval. Upon receipt of the reports, the Issuer may establish conditions and timetables for the financing. The Issuer may elect to not move forward with the financing due to information included in the credit underwriting report. In addition to any conditions established by the Issuer, the Applicant shall comply with all conditions established by the credit underwriter within the preliminary and final credit underwriting reports. Failure to comply with such conditions shall result in rejection of the application.

(E) Validation. The Bonds of the Issuer may be required to be validated in the manner provided by section 159, Florida Statutes, and by chapter 75, Florida Statutes. The determination as to whether bond validation is required shall be made by the Issuer upon advice of its attorneys. If a bond validation is necessary, Bond Counsel will prepare validation pleadings for filing in the Circuit Court in and for the County. The Applicant shall bear any fees and expenses (including legal fees of the Issuer's Counsel and Bond Counsel) relating to any bond validation.

VII. Process after Final Approval of Financing.

(A) Preparation of Bond Package. After appropriate review and approval by the Issuer, the Issuer shall consult with Bond Counsel and initiate appropriate steps leading to the preparation of bond documents for the sale of the Bonds.

(B) Bond Counsel and Preparation of Bond Sale Documents. It is the policy of the Issuer that Bond Counsel act as bound counsel for all multifamily housing revenue bond issues of the Issuer. Following the execution of the memorandum of agreement, Bond Counsel will prepare all documents necessary for the sale of the Bonds and submit them for review and approval by the parties thereto.

(C) Sale of the Bonds.

(1) The act of the Issuer in entering into a memorandum of agreement with the Applicant for the issuance of Bonds shall not be construed as an indication of the marketability of the Bonds, but rather, that the Issuer will issue its bonds only if appropriate and willing purchasers can be found and upon the execution of bond sale documents mutually agreeable to all parties thereto.

(2) The Bonds issued and sold by the Issuer shall not be deemed to constitute a debt, liability, or obligation of the Issuer, the County, the State, or of any political subdivision thereof, or a pledge of the faith and credit or taxing power of the Issuer, the County, the State or of any such political subdivision, but shall be payable solely from the revenues and other resources pledged to the payment of the Bonds.

~~(3) The Issuer or Applicant will cause an official statement and related offering documents to be produced in connection with all public sales of debt, if applicable. In general, prospective Bond issues without an Investment Grade Credit Rating may be sold only at private sale or by limited public offering to Sophisticated Investors in bond denominations of not less than \$100,000 each. Prospective Bond issues with an Investment Grade Credit Rating may be sold at public or private sale in bond denominations of not less than \$5,000 each. For purposes of this paragraph, the term "limited public offering" shall be defined as an offering made only to Sophisticated Investors, not more than 35 in number. The intent of this paragraph is applicable not only to the initial sale of the Bonds, but also to resales, if any, in secondary markets and shall be incorporated in the Bond sale documents.~~

~~(4) The Issuer or Applicant will avoid blind pools justified by demand surveys where funds are issued and invested until used to fund projects. Instead, the Issuer or Applicant will focus on individual issues for individual projects or focus on draw down structures that issue debt proceeds from investors only as projects require funding.~~

~~(4) (5) There are no additional restrictions for debt issued (a) with credit enhancement and a rating in one of the three highest rating categories held by the borrower Unless held by the Applicant or a credit enhancer, or an affiliate of either; or (b) with of them, Bonds without credit enhancement and without a rating in one of the three highest rating categories from by a nationally recognized rating service (currently at least~~

A3 from Moody's or A- from Fitch Ratings or Standard and Poor's), ~~there are no additional restrictions for issuance. (i) shall not be held in a book-entry only system; (ii) shall only be sold and subsequently transferred to a Sophisticated Investor(s); and (iii) shall comply with the conditions set forth below, as determined prior to the issuance of the Bonds:~~

~~(6) — For debt issued to support an existing or on going concern of at least five years, these financings must meet the following criteria: (a) the revenues must be pledged from the entire enterprise, not from the specific project; (b) the debt must be issued as a sole placement and is not divisible; and (c) a financial pro forma must demonstrate coverage of at least 1.10x of maximum debt service.~~

~~(7) — For debt not meeting the definitions of subsections (5) and (6) above, these financings must meet the following criteria: (a) a feasibility study (market analysis, management structure, financial plans, etc.) with financial projections showing at least 1.10x coverage of maximum annual debt service, and (b) explanation of supplemental financial support from parent corporations, members, partners or guarantors, provision for reasonable and prudent reserves. If such debt is publicly placed, the financing must also meet the following criteria:~~

~~(i) — shall be sold and subsequently transferred only to a Sophisticated Investor or Investors;~~

~~(ii) — receive an investment credit grade rating;~~

~~(iii) — shall comply with the conditions set forth below in paragraph (a) through (c) or (d) through (f), as determined prior to the issuance of the Bonds:~~

(a) The Bonds shall be sold in minimum denominations of \$100,000; and

(b) The Bonds shall be sold only to Sophisticated Investors who have executed and delivered an "investor's letter", in form and substance satisfactory to the Issuer including, among other things, (A) stating that the purchase of the Bonds will be solely for its own account, (B) stating that such Sophisticated Investor can bear the economic risk of its investment in the Bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the Bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the Bonds based on its own independent investigation regarding the Bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the Bonds, and (E) acknowledging that the Issuer, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor's purchase of the Bonds; and

(c) The Bonds shall bear a legend restricting subsequent transfers to other Sophisticated Investors who have executed and delivered an "investor's letter" complying with the preceding paragraph-ii.

Alternatively,

(i) ~~(d)~~ The Bonds shall be sold in minimum denominations of \$250,000; and

(ii) ~~(e)~~ The Bonds shall be sold initially only to Sophisticated Investors who have executed and delivered an "investor's letter", in form and substance satisfactory to the Issuer including, among other things, (A) stating that the purchase of the Bonds will be solely for its own account, (B) such Sophisticated Investor can bear the economic risk of its investment in the Bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the Bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the Bonds based on its own independent investigation regarding the Bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the Bonds, and (E) acknowledging that the Issuer, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor's purchase of the Bonds; and

(iii) ~~(f)~~ The Bonds shall bear a legend restricting subsequent transfers to investors who by their purchase of the Bonds represent that they (A) are purchasing the Bonds solely for their own account, (B) can bear the economic risk of their investment in the Bonds, (C) have such knowledge and experience in financial business matters that they are capable of evaluating the merits and risks of purchasing the Bonds, and (D) have made the decision to purchase the Bonds based on their own independent investigation regarding the Bonds and have received the information they consider necessary to make an informed decision to invest in the Bonds.

(iv) Each indenture related to the Bonds that are subject to the restrictions, as set forth above, shall provide that the trustee and the paying agent shall not authenticate or register a Bond unless the conditions of these policies have been satisfied.

(5) Unless held by the Applicant, or an affiliate of the Applicant, Bonds without credit enhancement, but with a rating in one of the three highest rating categories by a nationally recognized rating service (currently at least A3 from Moody's or A- from Fitch Ratings or Standard and Poor's):

(i) Shall not be held in a book-entry only system;

(ii) Shall be sold in minimum denominations of \$100,000;

(iii) In the event that the initial rating on the Bonds is withdrawn or is downgraded to a rating lower than one of the three highest rating categories by a nationally recognized rating agency, transfers of the Bonds shall be restricted to Sophisticated Investors; and

(iv) The Bonds at issuance and, thereafter, shall bear a legend stating that in the event the initial rating on the Bonds is withdrawn or is downgraded to a rating lower than one of the three highest rating categories by a nationally recognized rating agency, transfers of the Bonds shall be restricted to investors who by their purchase of the Bonds represent that they: (a) are purchasing the Bonds solely for their own account, (b) can bear the economic risk of their investment in the Bonds, (c) have such knowledge and experience in financial business matters that they are capable of evaluating the merits and risks of purchasing the Bonds, and (d) have made the decision to purchase the bonds based on their own independent investigation regarding the Bonds and have received the information they consider necessary to make an informed decision to invest in the Bonds.

(6) (v)—Applicants can petition the Issuer for a waiver to issue in smaller denominations than required within this Section. The Applicant must demonstrate a compelling public purpose for smaller denominations. The demonstration of a compelling public purpose may require a formal presentation at the discretion of the Issuer. Any waiver granted by the Issuer may only be granted prior to submission of TEFRA materials to the County pursuant to Section VI(B).

VIII. Process After Sale of Bonds.

(A) Following the sale of the Bonds, the proceeds raised will be deposited with the trustee for the Bondholders in accordance with the Bond documents.

~~(B) — The Financial Advisor will recommend the investment structure for debt proceeds and bid the investment of proceeds. In the event Financial Advisor is not required for a debt amount under \$10,000,000 or for a Applicant with Investment Grade Credit Ratings, a financial officer of the Applicant should submit a signed plan for disposition, investment and safekeeping of the proceeds as a part of the application process which will then be included in the TEFRA request packet for the County.~~

~~(B) (C)~~—In accordance with the Bond documents, the Issuer will be concerned with the use of the proceeds to the extent that they are used only for purposes allowed by the governing statutes and provisions of the development as authorized in the memorandum of agreement and bond sale documents. To this end, the Issuer requires that all construction and other disbursements and certain other matters related to the development be approved by its construction servicing agent.

~~(D) — The Issuer or the Applicant will arrange to use a recognized agent as an information repository and dissemination agent for Rule 15(c)2 12 disclosure, to the extent~~

~~applicable. Applicants with Investment Grade Credit Ratings can choose to undertake any disclosure responsibilities under 15(c)2-12 through a proprietary process.~~

~~(E) The Issuer or the Applicant will ensure that electronic copies of all closing transcripts are forwarded to the Leon County Clerk, the County Attorney, and the County Administrator.~~

IX. Fees and Expenses.

The Applicant will be responsible for all fees and expenses in connection with an application for inducement and the subsequent issuance of the Bonds. Such expenses, where eligible under the Code, may be financed with Bond proceeds. The Code provides that no more than 2% of the proceeds of a tax-exempt bond issue may be used to pay "Costs of Issuance." The Applicant hereby commits to pay from other sources any costs of issuance not payable from Bond proceeds. The following fees are payable at the times and in the amounts as described below. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL FEES ARE NON-REFUNDABLE.

(A) Each application submission shall include a non-refundable application fee in the amount of 0.1% (ten basis points) of the requested Bond amount, but not less than \$7,500, payable to the Issuer in the form of a cashier's check.

(B) Each application submission shall include a non-refundable Development Feasibility Analysis Fee in the amount of \$5,500, payable to the Issuer in the form of a cashier's check.

(C) If invited to credit underwriting, the Applicant must submit a non-refundable credit underwriting fee in the amount specified in an agreement between the Issuer and the credit underwriter. Such fee should be payable to the credit underwriter and must be paid prior to commencement of credit underwriting. The Applicant is also responsible for other costs of credit underwriting, including appraisals, pre-construction analysis and engineering studies.

(D) Prior to the drafting of bond documents, the Applicant must execute a memorandum of agreement with the Issuer and submit to the Issuer a commitment fee equal to \$25,000. If the Issuer meets its obligations under the memorandum of agreement and the Bond closing does not take place, this fee shall be non-refundable. However, if the sale and closing does not take place for any other reason, the fee is refundable, but only to the extent that any of it remains after the Issuer pays all hourly and out of pocket costs of the Issuer, Bond Counsel, Underwriters and the Financial Advisor. The out of pocket costs of the Issuer may include, but are not limited to, costs of printing the Bonds and official statement, drafting and distribution of Bond and loan documents, review of Bond and loan documents, travel and rating agency fees. If the Bond issue closes, this fee will be credited against the total costs of issuing the Bonds, all of which the Applicant is required to pay.

(E) At the closing of the Bonds, an annual administration fee of equal to \$20,000, or twenty-five one-hundredths of one percent (25/100 of 1.00% or 25 basis points) of the principal amount of the Bonds, whichever is greater, will be due.

(F) In addition, the Issuer will charge an annual administration fee of two tenths of one percent or twenty basis points (2/10 of 1.00% or 20 basis points) on the outstanding amount of

Bonds, plus the costs of any ongoing third party services provided to the Issuer in conjunction with the Bond issue, including loan servicing, development compliance monitoring, financial monitoring, trustee services, audit costs, and rebate analysis. For transactions that contemplate significant reduction in the amount of Bonds within the first five years after the Bond closing, the annual administrative fee will be based upon the original amount of Bonds issued.

(G) The Applicant shall be responsible for payment of all fees and expenses in connection with the proposed financing, including, without limitation, the fees and expenses of the Issuer's Financial Advisor, Bond Counsel, Credit Underwriter, construction servicing, compliance, monitoring agent, and financial monitoring agent, Trustee and its counsel, the Underwriters and their counsel, the credit enhancers, and the rating agencies. The Issuer reserves the right to charge fees for these services above the standard contract rate, on deals of unusual nature or with exceptionally complex structures.

X. Program Compliance Requirements.

Multi-family developments qualified as exempt facilities under the Code, must comply with all federal, state and local laws relating to the use of tax-exempt bonds, including, but not limited to, the following:

(A) Ninety-five percent or more of the net proceeds of the Bonds must be used to provide exempt facilities such as a residential rental property.

(B) To qualify, the development must be classified as a resident rental property (that is, a multi-family housing development) consisting of one or more similarly constructed units which (i) must be used for other than on a transient basis; (ii) made available for rental to the general public; and (iii) satisfy the continuous rental and very low or low income occupancy requirements. Hotels, motels, fraternity and sorority houses, rooming houses, hospitals, nursing homes, retirement homes, sanitariums, or rest homes are not residential rental properties. Each rental unit must contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

(C) The Issuer has established criteria for resident selection that is based on cumulative annual household income. A minimum number of units must be set-aside for households that meet the Issuer's income criteria. The minimum set-aside determined by the Issuer is shown in Exhibit C. The Issuer may include the Applicant's willingness to set-aside units beyond the minimum requirements in its decision on whether to induce or finance the development. The set-aside requirement is based on cumulative current annual household income determined in accordance with Section 8 of the Housing Act of 1937, as amended. Each income amount associated with the number of persons per household reflects a percentage of the median gross income level for the Metropolitan Statistical Area in which the development is located, as determined by the Secretary of the United States Department of the Treasury, in a manner consistent with Section 8 of the Housing Act of 1937, as amended, including adjustments for family size.

(D) If the Applicant is a private person (not a governmental unit or a 501(c)(3) not-for-profit corporation), or if any investment in the development will be owned by private parties, the issuance will be a "private activity bond" and as such, will require an allocation of

Private Activity Bond Volume Cap from the SBA. Pursuant to state law, local housing finance authorities may apply for allocations of bond volume cap on the first business day of each calendar year and until June 30 of each year. All applications that meet the threshold requirements of the Issuer will be submitted to the State of Florida Division of Bond Finance ("DOBF"). Proposals from the Issuer and other eligible entities will be randomly selected using procedures established by the DOBF. If approved, the Issuer has one hundred fifty-five (155) days from the date of approval to issue tax-exempt bonds for the intended purpose, or the allocation must be returned to the State for reallocation to other developments or requests. After June 30th of each year, allocation may be restricted until November 15th.

(E) If the application involves the sale of Bonds not subject to the unified volume cap due to the 501(c)(3) status of the Applicant, the Applicant must demonstrate at a minimum that (i) the organization is a 501(c)(3) in good standing, with affordable housing as part of their charter, it has been in existence for at least five years, and with a legal opinion relating to the organization and its role in the transaction, (ii) the organization should have a role in the community beyond that as a conduit financing vehicle, and (iii) the organization should have a meaningful role in the development. Payment of a minimal fee with no real ongoing role would not qualify as "meaningful".

(F) If the Applicant intends to acquire an existing housing project, at a minimum, all deferred maintenance items and structural deficiencies identified in the Property Assessment/Condition Report provided by the credit underwriter must be corrected and all improvements must meet current code requirements after rehabilitation is completed. At a minimum, at least 15% of the net tax-exempt bond proceeds issued must be used for rehabilitation expenditures that have been or are completed within a two-year period of the date of issuance. Rehabilitation expenditures generally mean any actual amount properly chargeable to a capital account and incurred in connection with the rehabilitation of the development.

(G) If the application involves the sale of low income housing tax credits ("Housing Credits"), the Applicant must conform to all federal and state requirements associated with those credits, including compliance with Section 42 of the Code and compliance with the State's Qualified Allocation Plan and associated administrative rules. The Applicant should prepare the 4% Housing Credit County HFA Bonds Application Form and its Exhibits and deliver them to the Florida Housing Finance Corporation pursuant to the instructions for 4% Housing Credit County HFA Bonds Application. The form and its exhibits can be submitted to the Florida Housing Finance Corporation as early as the time the Applicant enters credit underwriting of the Bonds. The Applicant should consult with the Florida Housing Finance Corporation on its application for 4% Housing Credits.

(H) In order to insure compliance with the income targeting required under Federal, State and local law and the Issuer's requirements, the Issuer will retain an independent program compliance agent. The Applicant will be required to pay for the cost of this service. This compliance agent will be responsible for monitoring the resident income certification forms and periodic on site inspections of the books and records of the development in order to insure compliance with these requirements. The compliance agent must have experience in compliance work with similar Bond issues and must be appointed by the Issuer.

(I) In order to provide the Issuer with current information with respect to the performance of the development, the Issuer will retain an independent financial monitoring agent. The Applicant will be required to pay for the cost of this service. The services of the financial monitoring agent shall be for the sole benefit of the Issuer, and solely for the information of the Issuer. The Issuer shall have no responsibility to bondholders, credit enhancers, or others to monitor the financial performance of the development or provide information with respect thereto.

(J) The foregoing is not intended to serve as legal advice to any applicant, but merely recites the Issuer's understanding of the requirements of the Code. Bond Counsel shall preliminarily review all applications to ensure compliance with Federal, State and local laws, regulations, court rulings and other mandates in effect at the time an application is approved. Final approval of bond counsel will be required as a condition of issuance of the Bonds.

Exhibit A
Leon County Housing Finance Authority Application for Financing

Exhibit B
Expense and Indemnity Agreement
(Leon County Housing Finance Authority)

RE: LEON COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Applicant and as an inducement to such consideration, hereby agrees with you as follows:

Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Applicant or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortious conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicted upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Applicant.

Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Applicant.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: _____

NAME OF APPLICANT: _____

By: _____

Its: _____

Accepted and agreed to as of the date above written:

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

By: _____
Chairperson

(SEAL)

ATTEST:

Secretary

Exhibit C
Minimum Set-Aside Requirements

The Issuer requires the following minimum set-aside structure:

Set-aside requirements are based on cumulative current annual income per household determined in accordance with Section 8 of the Housing Act of 1937, as amended. Limits are based upon the then applicable income limitations established by federal guidelines.

20% Set-aside for households whose income is 50% or less of the applicable area median income.

-OR-

40% Set-aside for households whose income is 60% or less of the applicable area median income.

All set-aside units must meet the then applicable rent and income limitations in effect at the time of closing.

Document comparison by Workshare Compare on Monday, November 03, 2014
5:49:59 PM

Input:	
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Description	00728374
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	17
Deletions	45
Moved from	4
Moved to	4
Style change	0
Format changed	0
Total changes	70

COMPARISON OF MULTI-FAMILY BOND ISSUE FEES: ALL ACTIVE FLORIDA HFA'S										
	Pre-TEFRA Approval Fees			Fees Paid after TEFRA to Bond Closing					Ongoing Fees	
HFA	Application Fee(s)	Initial Review by FA	TEFRA Fee	Good Faith Deposit*	Closing Fee	County Attorney	Credit Underwriting	Professionals (Bond Counsel, Financial Advisor, Trustee, Investment Banker, etc.)	Ongoing Professional Fees	Ongoing Annual Fee
Broward	\$2,000		\$5,500	Greater of 50 bp of bond amount or \$25,000	50 bp of bond amount	\$5,000 at closing	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	18 bp of outstanding bond amount
Escambia	0.05% of bond amount, not to exceed \$5,000	Yes, \$1,000-\$3,000 paid by developer	Included in Application Fee	0.1% of bond amount	Greater of 25 bp of bond amount or \$20,000	No	No	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	20 bp of outstanding bond amount, not less than \$5,000/year
Hillsborough	Greater of 10 bp of requested bond amount or \$7,500	Yes, \$5,500 paid by developer	Included in Application Fee	Greater of 1% of bond amount or \$50,000	Greater of 25 bp of bond amount or \$20,000	\$10,000	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	20 bp of outstanding bond amount
Jacksonville	\$7,500	Yes, \$3,000 paid by developer	\$500	0.5% of bond amount, not to exceed \$50,000	Greater of 25 bp of bond amount of \$20,000	Yes, hourly fee.	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	20 bp of outstanding bond amount
Lee	Greater of \$10 per unit or \$1,500 plus \$2,000 each to bond and issuer counsels	Yes, \$2,000	Included in Application Fee	\$35,000	75 basis point of bond amounts	No	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	15 bp of outstanding bond amount, not less than \$5,000/year

Leon Proposed	\$7,500	Yes, \$5,500 paid by developer	Cost of TEFRA publication	\$50,000	Greater of 25 bp of bond amount or \$20,000	Cost	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	20 bp of outstanding bond amount
Manatee	Greater of 10 bp of requested bond amount or \$7,500	Yes, \$5,500 paid by developer	Included in Application Fee	\$25,000	Greater of 25 bp of bond amount or \$20,000	No	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	20 bp of original amount of bonds issued
Miami-Dade	Greater of \$15/unit or \$1,000 plus \$2,000 fee to bond counsel	Yes, 2,500 paid by developer	Included in Application Fee	1% of bond amount	25 bp of bond amount plus \$30/unit	\$10,000	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by HFA from ongoing fee	25 basis point of outstanding bond amount plus \$30/unit for compliance
Orange	10 bp of requested bond amount	No	Require good faith fee to be paid prior to TEFRA	30 bp of bond amount, paid at inducement	.75% of bond amount, less App Fee	No	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by HFA from ongoing fee	30 bp of outstanding bond amount, not less than \$10,000/year
Palm Beach	\$1,500	No	\$6,000	\$55,000	20 bp of bond amount	No	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Trustee paid by developer in addition ot HFA Fee	15 bp of original amount of bonds issued
Pinellas	10 bp of requested bond amount, but not less than \$5,000	No	10 bp of requested bond amount, refunded if issue closes	\$25,000	10 bp of bond amount induced	No	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	25 bp of original amount of bonds issued

Florida Housing Finance Corporation	\$3,000	No	\$500	100 bp of bond amount, minimum \$75,000, maximum \$175,000	40 bp of bond amount	NA	Yes, Paid by developer	Yes, paid by developer at closing or from good-faith if not closed	Paid by developer in addition to HFA Fee	24 bp of outstanding bond amount, not less than \$10,000/year
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* Good faith deposits are applied to HFA Fee and professional costs if bonds issued. Professional costs paid from these funds if deal does not close

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Proposed Agreement Between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Ben Bradwell, Director, Veteran Services

Fiscal Impact:

This item has no fiscal impact to the County. The Leon County Veteran Services Division will administer this program utilizing existing resources, as it is similar to the process for the Veterans Emergency Assistance Program.

Staff Recommendation:

Option #1: Approve the proposed Agreement between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program (Attachment #1), and authorize the County Administrator to execute in a form approved by the County Attorney.

Report and Discussion

Background:

On September 22, 2014, the City of Tallahassee (City) approved a request to create a pilot program in partnership with Leon County Veteran Services to meet the transportation needs of low-income veterans who do not have adequate transportation for medical services and other life sustaining activities. The City approved the option to allow low-income veterans who lack transportation to be issued a smart card with picture ID and be allowed to use StarMetro fare-free. In collaboration with Leon County Veteran Services, through an agreement with the City, Veterans who meet the eligibility criteria would be determined eligible and a pass would be issued for one year.

The County has continually worked in conjunction with the City to address transportation needs for veterans requiring long-term transportation assistance through utilization of the City's StarMetro Transportation Disadvantaged Bus Pass Program. Additionally, Leon County Veteran Services, as well as several local social services agencies, partner with the City to have bus passes available for veterans to address immediate transportation needs. This pilot program between Leon County and the City would further address transportation needs of eligible low-income veterans, including homeless ones, who will be able to have unlimited rides on any of StarMetro's fixed routes at no charge.

The Agreement for StarMetro's Armed Service Veteran Bus Pass Program aligns with the Board's Strategic Priority that the Board approved at the January 21, 2014 meeting – Economy:

- Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training through the efforts of County government and local partners (EC5-2012).

Analysis:

Currently, veterans are given a one-trip bus pass, and in some instances, if they have two or more medical appointments, they are provided a thirty-day pass. The social service agencies, including Leon County Veteran Services, have difficulty meeting the demand for these one-trip bus passes. Leon County Veteran Services generally only has enough passes for one medical appointment per veteran. The StarMetro Armed Service Veteran Bus Pass Program will provide unlimited use of the local bus system for those veterans that are honorably discharged and whose income falls below 150% of the federal poverty guidelines.

Leon County Veteran Services operates the Veterans Emergency Assistance Program (VEAP), which is designed to help those veterans in need of assistance during an emergency situation. However, veterans must have the ability to sustain payments for basic necessities for eligibility. VEAP has often been a valuable tool to assist veterans with the deposits for rent and utilities necessary to make the transition from homelessness, while promoting sustainability by seeking gainful employment.

The StarMetro Bus Pass Program will help alleviate many of the transportation issues that the County's veterans have. It not only enables the veterans to travel to medical and social service appointments, but it also enables them to look for employment. The Bus Pass Program makes VEAP a more effective tool by promoting access to employment opportunities for veterans who did not have transportation. Additionally, VEAP allows veterans to become sustainable and increases the opportunity for more veterans to be assisted by VEAP. Leon County Veteran Services has been asked to assume responsibility of determining eligibility of those veterans applying for the Bus Pass Program. This process is not time intensive and has a minimal impact on the Leon County Veteran Services, as the eligibility process is similar to what is done through VEAP; therefore, Veteran Services will administer this program utilizing existing resources.

Options:

1. Approve the proposed Agreement between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program (Attachment #1), and authorize the County Administrator to execute, in a form approved by the County Attorney.
2. Do not approve the Agreement between Leon County and the City of Tallahassee for the StarMetro's Armed Service Veteran Bus Pass Program.
3. Board direction.

Staff Recommendation:

Option #1.

Attachment:

1. Proposed Agreement

StarMetro's Armed Services Veteran Bus Pass Program

*BETWEEN
CITY OF TALLAHASSEE
AND
LEON COUNTY*

THIS AGREEMENT is made and entered into and effective as of the ____ day of November 2014, by and between Leon County, hereinafter referred to as "County", and the City of Tallahassee, a Florida municipal corporation, by its duly authorized agents, hereinafter referred to as "City."

WHEREAS, the parties hereto find it necessary to form a one-year Agreement from November ____ 2014 to November____, 2015 to provide transit options through StarMetro to Leon County, hereinafter referred to as the "Agreement". Both parties agree the following shall be the terms of this Agreement:

1. StarMetro will provide a smart transit pass ("Pass"), for use by qualified Veterans, as defined in Exhibit "A", that have been approved by the County to receive a Pass after completing "StarMetro's Armed Services Veteran Bus Pass Application", attached as Exhibit "A" and as amended from time to time ("Eligible Veterans"), on all StarMetro fixed route buses.
 - 1.1 Fixed Route Buses shall mean any transit service in which vehicles run along an established path with preset schedules.
 - 1.2 The responsibilities for implementing, marketing the Veteran Bus Pass Program, and determining eligibility of Veterans applying for the Veteran Bus Pass Program shall be the responsibility of the County.
 - 1.3 The responsibilities for printing and assigning the Pass shall be the responsibility of StarMetro.
2. The County must provide to StarMetro a roster of all Eligible Veterans that have been approved through the Application process. The County will update that roster of all Eligible Veterans from time to time, as needed, and provide the updated roster to StarMetro.
 - 2.1 The County agrees to provide the City, where possible and necessary, with name, address and Eligible Veteran data to ensure effective coordination of the Veterans Bus Pass Program.
3. Each Eligible Veteran using StarMetro must present the transit pass for verification. The following procedure will be applied.
 - 3.1 An Eligible Veteran shall place the Pass on the farebox system to electronically validate.
 - 3.2 If the Pass is not registered or the farebox indicates the card is unreadable, the Eligible Veteran shall be required to pay full fare and to contact StarMetro's Office to correct their Pass validation issue.
 - 3.3 If an Eligible Veteran loses their Pass, there is a \$25 replacement cost.
4. StarMetro must provide quarterly and annual ridership reports to the County, no later than 30 days after the quarter ends (Quarter Start Dates: October 1st, January 1st, April 1st, July 1st)
5. Eligible Veterans with a Pass will have access to all StarMetro Day, Night and Weekend Fixed Routes.

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

LEON COUNTY

CITY OF TALLAHASSEE

Signature

Signature

Printed Name

Printed Name

Position

Position

Date

Date

Approved as to form:

Kristen L. Coons, Asst. City Attorney

Attest:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to form:
Leon County Attorney's Office

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

Exhibit "A"

STARMETRO'S ARMED SERVICES VETERAN BUS PASS APPLICATION

This pilot program enables Low Income Veterans who lack adequate transportation to ride StarMetro's fixed route system fare free. Qualified Low Income Veterans would be issued a smart card with their name on it. In addition to using the smart card, Veterans would need to present their VA Health Care ID each time they ride.

To qualify for this bus pass program, the Veteran must be a permanent resident of the city of Tallahassee or Leon County within StarMetro's fixed route coverage area and must meet the following criteria and submit a copy of the following documents:

Checklist:

	Completed Application –
	Copy of VA Health Care ID card
	DD214 or letter from VA agency certifying Veteran status
	Recent paystub if employed or supportive documentation if unemployed
	Income falls below 150% poverty guidelines (See Table 1 below)
	If transient, applicant must be attending a self-sufficiency program List program:

Table 1	
FAMILY SIZE	150 PERCENT OF POVERTY GUIDELINE
1	17,505.00
2	23,595.00
3	29,685.00
4	35,775.00
5	41,865.00
6	47,955.00
7	54,045.00
8	60,135.00

Deliver/Fax completed application and supporting documentation to:

Leon County Veterans Services
918 Railroad Avenue
Tallahassee, FL 32310

FAX: 850-606-1901

*A \$25.00 replacement fee will be assessed for lost or damaged cards.

Exhibit "A"
STARMETRO'S ARMED SERVICES VETERAN BUS PASS APPLICATION

(Please print clearly and provide copies of all applicable documents)

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I certify to the best of my knowledge that the information on this application is true and correct.

I understand that providing false or misleading information could result in my eligibility status being terminated.

I understand that I must provide this completed and signed application and the required documentation to be considered for this program.

I understand that the Veteran Bus Pass Card is not transferable to others.

I understand that the Veteran Bus Pass Card is valid for one year from the date printed on the card and that I must reapply at that time if I wish to continue my eligibility with the program.

I certify that I qualify for the Veteran Bus Pass Program and that I have no other means of transportation.

Signature: _____ Date of Application: _____

To be completed by the Agency:

Agency Name: _____

Printed name and title _____

Signature: _____ Date: _____

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Initiation of a Comprehensive Plan Amendment Affecting the Miers and Rockaway Properties Located on East Mahan Drive

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Megan Doherty, Principal Planner, Comprehensive Planning Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Initiate a Comprehensive Plan amendment affecting the Miers and Rockaway properties, located on East Mahan Drive, allowing for a one-to-one residential dwelling unit transfer between the properties.

Report and Discussion

Background:

At its October 2014 meeting, the Board of County Commissioners (Board) requested an agenda item to initiate a comprehensive plan amendment affecting two properties in eastern Leon County that have been the subject of previous Comprehensive plan amendments. The properties, known as Miers and Rockaway, are located on opposite sides of Mahan Drive in eastern Leon County (Attachment #1). The Miers property consists of approximately 232 acres, is designated as Urban Fringe on the Comprehensive Plan's Future Land Use Map (FLUM), and has an approved development agreement allowing for up to 81 single-family dwelling units. The Rockaway property consists of approximately 508 acres, is designated as Rural on the Comprehensive Plan's FLUM, and is eligible for up to 50 single-family dwelling units. Because the submittal date for comprehensive plan amendments has passed, a representative for the property owner has requested Board initiation of the amendment in order for the project proposal to be vetted through the public process during the current amendment cycle. Planning Staff resources are sufficient to process the request during the current amendment cycle.

Analysis:

The proposed amendment would allow a transfer of development rights between the two properties allowing for a total of 131 (81 units from Miers and 50 units from Rockaway) single-family residential units on the Rockaway property and zero (0) residential units on the Miers property. In order to determine the exact acreage (on the Rockaway property) necessary for the transfer to yield 131 residential units, staff will need to review natural features, such as floodplains, wetlands, etc., and work with the applicant to identify a proposed development type (i.e., clustered or non-clustered development) and lot size to ensure minimal development impacts and maximum natural resource protection.

In exchange for the residential unit transfer, the property owner has offered to dedicate the entire Miers property to the City of Tallahassee for public use, such as open space and a cemetery. Staff will need to forward this proposal through a process to ensure that all issues associated with the proposed donation are appropriately vetted and considered by the City and the County.

Lastly, staff will need to review the approved Development Agreement affecting the Miers property, executed April 2007 (Attachment #2), to determine whether changes are required to effectuate the transfer of development between the two properties, while precluding additional residential development on the Miers property.

Board initiation of the amendment will allow staff to work with the applicant to develop a detailed Comprehensive Plan map amendment, analyze, and process the proposed land donation, and formulate parameters for development allowances and limitations. It should be noted that the detailed boundaries and FLUM categories would need to be defined by the end of December in order for staff to appropriately notice the surrounding property owners. This amendment will require extensive public notification as part of the Comprehensive Plan amendment process.

Options:

1. Initiate a Comprehensive Plan amendment affecting the Miers and Rockaway properties, located on East Mahan Drive, allowing for a one-to-one residential dwelling unit transfer between the properties.
2. Do not initiate a Comprehensive Plan amendment affecting the Miers and Rockaway properties, located on East Mahan Drive, allowing for a one-to-one density transfer between the properties.
3. Board Direction.

Recommendation:

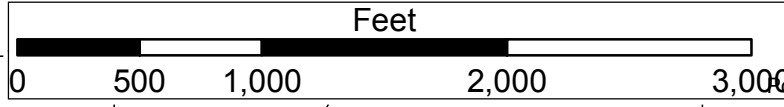
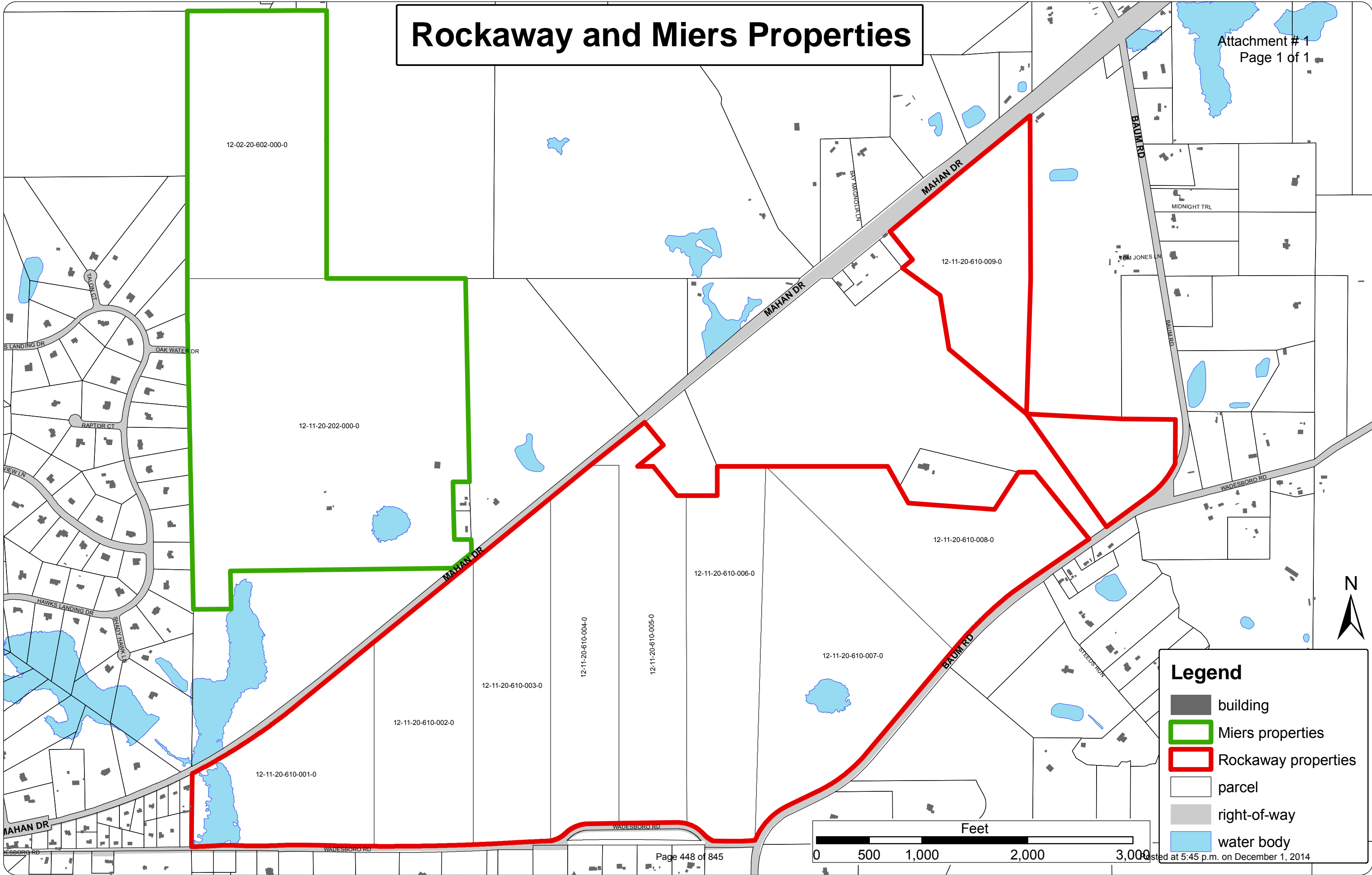
Option #1.

Attachments:

1. Property Location Map
2. Amended Black Creek Development Agreement

VSL/WT/CB/RS/SD/

Rockaway and Miers Properties



BLACK CREEK HIGHLANDS

FIRST AMENDED DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between Dr. Miley Miers (Dr. Miers) and any subsequent developer of the property described herein (DEVELOPER), and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (COUNTY).

WITNESSETH

WHEREAS, Dr. Miers owns approximately 232 acres (Property) of land located along Highway 90, the legal description of which is attached as Exhibit A; and

WHEREAS, the Property is identified on Blueprint 2000 as a Tier 2 project. The parties have agreed to terms for development and for conservation of designated portions of the Property.

WHEREAS, it is deemed to be in the interest of the public health, safety, and welfare for LEON COUNTY to memorialize the development plan and the conservation of land for Blueprint 2000 and to assure that overall planning principles and concerns of the COUNTY are addressed in order to provide for orderly development for LEON COUNTY.

WHEREAS, the City and County adopted Comprehensive Plan Amendment 2006-1-M-007 ("Plan Amendment") by Ordinance No. 06-11 on April 25, 2006 (DCA No. 06-1); and

WHEREAS, the Plan Amendment proposes to change the designation of 232 acres on the Future Land Use Map from Rural to Urban Fringe; and

WHEREAS, the Department of Community Affairs ("Department") signed its Statement of Intent regarding the Plan Amendment on June 30, 2006 and published its Notice of Intent on July 5, 2006; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Plan Amendment is not "in compliance" because it does not demonstrate that the level of service for facilities and services will be maintained, it exhibits indicators of urban sprawl, and it is internally inconsistent with portions of the comprehensive plan; and

WHEREAS, Leon County has entered into a Stipulated Settlement Agreement to resolve the Department's compliance objections to the Plan Amendment wherein Leon County agreed to amend Section E.(2) of this Development Agreement to be consistent with F.S. 163.3177 (3) and F.S. 163.3227(1)(d) requiring that development agreements contain a description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.



NOW, THEREFORE in consideration of the mutual terms, covenants, and conditions contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

(A) PURPOSE.

The purpose of this Agreement is to:

1. Provide a mechanism to allow the Property to proceed through the rezoning process.
2. Set forth requirements and commitments for the development of the Property.
3. This Agreement, except as specifically provided herein, is intended to address the developer's commitment to conserve a portion of the Property and to clarify the development process that will be applicable to the Property. It is not intended to, nor does it, approve or authorize any amount of development or type of use on the Property, except as otherwise provided herein.

(B) AUTHORITY FOR AGREEMENT.

This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3203, Florida Statutes (F.S), otherwise known as the Florida Local Government Development Agreement Act, and the Leon County Code of Laws.

(C) TERM.

This Agreement, shall be effective for a period of ten years from the date upon which zoning has been approved on the Property. This Agreement may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S. In the event the developer does not comply with the terms of the Agreement within ten years and the Agreement is not extended, the local government shall initiate a Future Land Use Map amendment and/or rezoning at the earliest possible time in order to return the property to the status it held prior to this Agreement.

(D) APPROVED LAND USES AND CONSISTENCY WITH COMPREHENSIVE PLAN.

The plan of development proposed under this development agreement is consistent with the Tallahassee-Leon Comprehensive Plan Urban Fringe Future



Land Use Category and the applicable rules and regulations found within the Leon County Land Development Code.

(E) PUBLIC FACILITIES.

1. Infrastructure Planning and Design. The design of the residential subdivision and necessary infrastructure shall be the responsibility of the developer. These improvements shall be designed in accordance with adopted standards for development as established in the Leon County Code.
2. Utilities. The developer shall be responsible for making the appropriate arrangements to provide central water and sewer to the Property. The City has agreed to supply water and sewer service consistent with attached correspondence (Exhibit B) and the terms of the Water and Sewer Agreement between the City and the County. The Developer shall be responsible for design and installation of a water distribution system and wastewater collection system to serve each home and for any infrastructure required consistent with City specifications. This system shall include the wastewater pumping station and force main. The developer will also be responsible for the design, permitting, and construction of any extension required to bring service from its off-site terminus at the time of hook-up to the Property. The developer and the City may negotiate a separate agreement to coordinate and facilitate the availability of the off-site water and wastewater infrastructure. Water and sewer services shall be in place prior to issuance of a final certificate of occupancy in accordance with applicable Land Development Code provisions and Section 163.3180(2)(a) Florida Statutes (2006). Developer agrees that the above infrastructure and systems shall be completed within ten (10) years from the date of this amended agreement.

As of the effective date of this agreement, the needed improvements are 8000 feet of 12 inch water pipe and 8000 feet of 6-inch sewer force main. The estimated cost to design, permit, and construct the project as of the effective date of this agreement is \$800,000 for the water pipe and \$400,000 for the force main. These costs and specifications are estimates and, regardless of these estimates, the Developer will be responsible for those specifications and related costs applicable at the time of construction of the water and sewer infrastructure.

3. Transportation. The Property was issued a two year reservation of concurrency for 74 dwelling units on March 11, 2005.



4. Stormwater Management. The Property shall manage stormwater in accordance with the Leon County Code of Laws.
5. Conservation Easement. The developer shall dedicate a conservation easement to Leon County over the portion of the property that is within the 100-year floodplain of Black Creek and for other preservation and conservation features identified in the Natural Features Inventory. The extent of this conservation easement shall be determined by a surveyor licensed in the State of Florida and shall be determined by elevation. In at least three locations within the Property, public pedestrian access shall be provided to the easement area. At one of these pedestrian access points, vehicular access and area sufficient for a public parking area (not to exceed 1 acre of upland area) shall be provided for the purpose of public access and Leon County maintenance and public safety. At the other two public access points, easements shall be provided for trail access to adjacent parcels to the east and west.

The terms of the conservation easement shall comply with Section 704.06 Florida Statutes (2006) regarding prohibited activities, shall be in perpetuity, and shall be prepared by the Developer in a form acceptable to the County. The easement shall be dedicated and accepted concurrent with the County's action approving the site and development plan for the Property. If the Property is developed in phases, dedication and acceptance shall occur concurrent with review of the first phase.

6. Annexation: All deeds transferring lots within the Property shall require the owner to agree to annexation into the City if the City boundary ever abuts any portion of the Property.

(F) DEVELOPMENT APPROVAL PROCESS

1. Open Space and Natural Areas Requirements Satisfied in Residential Areas. The dedication of the conservation easement shall satisfy all Leon County code requirements for open space and natural areas.

(G) ADDITIONAL REQUIREMENTS.

1. Land Use. This agreement limits the residential density allowable on the Property to 74 single family detached residential lots and 7 additional inclusionary housing residential lots per Section (G)(3) of this Agreement regardless of the maximum density allowed within the Urban Fringe land use category found within the Comprehensive Plan. No lot shall be re-subdivided. Incidental and customary accessory uses to single family residential subdivisions are also permitted.



2. Silviculture: The upland portions of the Property have been historically, and are currently, used in active silviculture activities. Dr. Miers agrees that silviculture activities on the Property shall not be expanded and specifically shall not be conducted nor permitted in the 100-year floodplain, unless otherwise authorized by the COUNTY. At the time the COUNTY develops trail systems in the conservation easement, the developer shall receive fair market value compensation for any timber that is removed by Leon County or its designees.
3. Inclusionary Housing: The developer shall be responsible for providing a minimum of 7 single family residential inclusionary units (prices no greater than the maximum affordable sales price or MASP), as defined within City of Tallahassee Ordinance No. 04-0-90AA. These seven units may be in addition to the 74 single family units permitted in subsection (G)1. above. The developer shall be responsible for gaining approval of an Inclusionary Housing Plan by the Leon County Growth Management Department at the time of site plan submittal. Such Plan shall include the mechanisms that will be used to assure that the units remain affordable, per City of Tallahassee Ordinance No. 04-0-90AA, such as resale and rental restrictions, and rights of first refusal and other documents. Approval of this section by the COUNTY shall not be construed as adoption of the provisions of the above City of Tallahassee ordinance. COUNTY shall not apply any provisions of the above ordinance which are determined by the County Attorney's Office to contradict lawfully adopted County ordinances or policies in place at the time of development approval is sought.



(H) PERMITS.

Failure of this Agreement to address a particular need for a permit, a permit condition, term, or restriction, shall not relieve the developer from the necessity of complying with law governing permitting requirements, terms, or restrictions. This Agreement shall not be used to influence any permitting decision except as specifically provided herein nor may it be used as the basis for a claim of vested rights to any amount of development on the Property.

(I) BINDING EFFECT.

The burden of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this document.

(J) EFFECTIVE DATE.

Within fourteen (14) days of execution of this Agreement, the COUNTY shall record the Agreement in the Public Records of Leon County. Within fourteen (14) days of recordation, the COUNTY shall submit a copy of the Florida Department of Community Affairs (DCA). This Agreement shall become effective thirty (30) days after submittal to DCA, but in no event shall the Agreement be effective or be implemented by a local government unless and until the local government's comprehensive plan and plan amendments implementing or related to the agreement are found in compliance by the state land planning agency, pursuant to Section 163.3229, F.S.

(K) FURTHER ASSURANCES.

Each of the parties to this agreement shall execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect to it without in any manner limiting their specific rights and obligations as forth herein.

(L) NOTICES.

Any notices or reports required by this Agreement shall be sent to the following:

As to Leon County:

Leon County Department of
Growth and Environmental
Management
ATTN: David McDevitt
3401 Tharpe Street
Tallahassee, Florida 32312



FD5-00073
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With a copy to: Leon County Attorney's Office
Attention: Herbert Thiele
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

As to Owner: Dr. Miley Miers
Century 21 First Realty
2365 Centerville Road
Tallahassee, Florida 32308
With a copy to: Cynthia A. Henderson, Esquire
Cynthia A. Henderson, P.A.
2846-A Remington Green Circle
Tallahassee, Florida 32308

(M) SEVERABILITY.

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

(N) LAWS.

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

(O) ENFORCEMENT.

In the event of a breach of this Agreement by a party, the other may sue to enforce this Agreement and the prevailing party shall be entitled to payment of attorney's fees and costs by the non-prevailing party.

(P) APPROVAL.

This First Amendment to Development Agreement was approved by LEON COUNTY after two (2) public hearings before the County Commission on February 27, 2007 and March 13, 2007.



IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED

In the presence of:

Shannon Summerlin
Witness

Shannon Summerlin
Printed Name:

Doni Badler
Witness

Doni Badler
Printed Name:

DR. MILEY MIERS

By: *Dr. Miley Miers*

Printed Name: MILEY MIERS

Title: OWNER

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by Miley Miers, who is personally known to me or who has produced 0 n/a as identification.

Shannon Summerlin
NOTARY PUBLIC



Printed Name
My commission expires:



F05-00073
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OR BK 3503 PG 647A



RECORDED IN
PUBLIC RECORDS SECTION
JUN 21 2008 10:48 AM
BOOK 3503 PAGE 647A

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN SOUTH 80 DEGREES 10 MINUTES 20 SECONDS WEST 161.00 FEET ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER TO A CONCRETE MONUMENT, THEN NORTH 89 DEGREES 47 MINUTES 58 SECONDS EAST 161.00 FEET TO A CONCRETE MONUMENT, THEN NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 161.00 FEET TO A CONCRETE MONUMENT, THEN NORTH 89 DEGREES 47 MINUTES 58 SECONDS EAST 217.19 FEET ALONG THE NORTH BOUNDARY OF SAID QUARTER TO A CONCRETE MONUMENT ON THE NORTHWESTLY BOUNDARY OF THE 46 FOOT WIDE RIGHT OF WAY FOR STATE ROAD NO. 10 (SECTION 5502 DATED AUGUST 1934), ALSO KNOWN AS U.S. HIGHWAY NO. 30, THEN LEAVING SAID NORTH BOUNDARY RUN ALONG SAID NORTHWESTLY BOUNDARY NORTH 51 DEGREES 17 MINUTES 53 SECONDS EAST 211.07 FEET TO A CONCRETE MONUMENT, THEN LEAVING SAID NORTHWESTLY BOUNDARY NORTH 00 DEGREES 01 MINUTES 01 SECONDS EAST 85.23 FEET TO AN IRON BAR, THEN NORTH 89 DEGREES 51 MINUTES 54 SECONDS WEST 160.00 FEET TO AN IRON BAR, THEN NORTH 00 DEGREES 01 MINUTES 01 SECONDS EAST 272.25 FEET TO AN IRON BAR, THEN CONTINUING NORTH 00 DEGREES 01 MINUTES 01 SECONDS EAST 274.25 FEET TO AN IRON BAR, THEN SOUTH 88 DEGREES 51 MINUTES 55 SECONDS EAST 160.00 FEET TO AN IRON BAR, THEN NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST 1919.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THEN SOUTH 89 DEGREES 21 MINUTES 38 SECONDS WEST 1353.80 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11 OF SAID TOWNSHIP AND RANGE, THEN NORTH 2429.6 FEET ALONG THE EAST BOUNDARY OF SAID WEST HALF TO THE NORTH BOUNDARY OF SAID WEST HALF, THEN WEST 320 FEET ALONG SAID NORTH BOUNDARY TO THE WEST BOUNDARY OF SAID WEST HALF, THEN SOUTH 240 FEET ALONG SAID WEST BOUNDARY TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11, THEN SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST 3187.81 FEET ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING, CONTAINING 2.1 ACRES MORE OR LESS.

SUBJECT TO A 20 FOOT WIDE ACCESS AND UTILITIES EASEMENT.

Clerk of the Circuit Court
DOCUMENT
EXHIBIT A



LEON COUNTY, FLORIDA



ATTESTED BY:
Bob Inzer, Clerk of the Court

By: C. E. DePuy, Jr.
C. E. DePuy, Jr., Chairman
Board of County Commissioners

By: Bob Inzer
Bob Inzer, Clerk

Date: 3-16-07

APPROVED AS TO FORM:
County Attorney's Office

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



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City of Tallahassee
Your Own Utilities™



300 South Adams Street, Box B-26, Tallahassee, Florida 32301, (850) 891-4YOU (4968), talgov.com

November 7, 2006

RECEIVED
06 NOV -9 AM 7:54
TALLAHASSEE LEON COUNTY
PLANNING DEPARTMENT

Dr. Miley Miers
C/O Century 21 Realty
2365 Centerville Road
Tallahassee, FL 32308

Re: Availability of City Water and Sewer to the Black Creek Highlands Property
on U.S. Highway 90 West, Leon County, Florida

Dear Dr. Miers:

The City of Tallahassee commits to providing water and sewer services to the subject property in accordance with Section (E)2. of the Leon County Development Agreement for the property. The City has a six-inch sewer force main and a twelve-inch water main beyond the Urban Services Area boundary approximately 600 feet west of Crump/Chaires Road. The provisions for the necessary water and sewer main extensions are stipulated in the aforementioned Section (E)2.

Specifically, the City will be responsible for the cost of extending the twelve-inch water main from its present terminus to within 1200 feet of the nearest property boundary of the proposed development on U.S. Highway 90 East. As the developer, you will be entirely responsible for extending the remaining 1200 feet of twelve-inch water main and for constructing the onsite water distribution system. The City does have funding in the current FY07 Capital Improvement Plan to extend the twelve-inch water main to within 1200 feet of the property as referenced in the agreement.

Similarly, you will be entirely responsible for extending the six-inch sewer force main from its present terminus to the nearest property boundary of the proposed development on U.S. Highway 90 East. You will also construct the onsite sewer collection system, including the necessary pumping station and force main to connect to the six-inch force main on U.S. Highway 90 East.

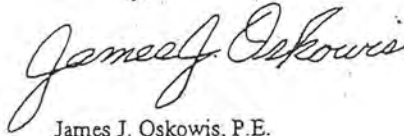


06 NOV 16 PM
RECEIVED
PLANNING DEPARTMENT
Recycled Paper ♻

Dr. Miley Miers
C/O Century 21 Realty
Black Creek Highlands Property
Page 2
November 7, 2006

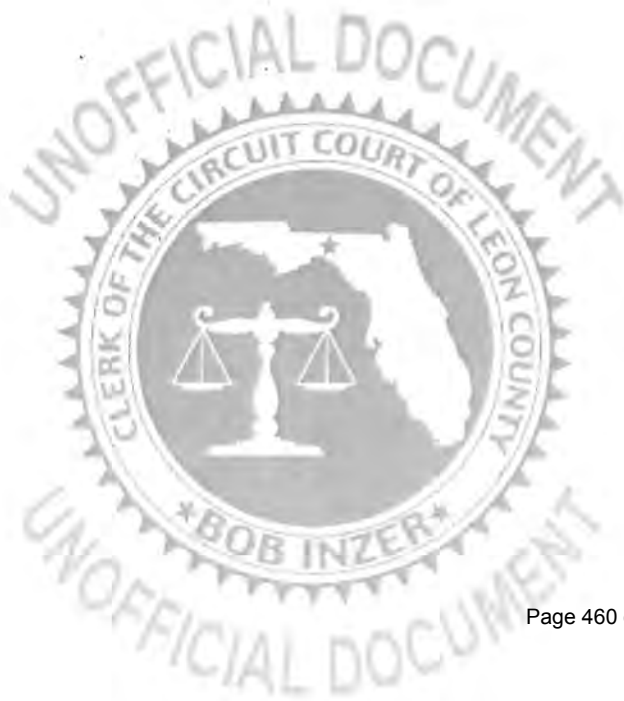
In addition to the County agreement, you will be required to enter into a Letter of Agreement with the City for the extension of City utility services. If you have any questions or comments, please contact me at 891-6129.

Sincerely,



James J. Oskowis, P.E.
General Manager

~~Xc Ricardo Fernandez, Assistant City Manager - City Utility Services~~
~~Wayne Tedder, Director - Tallahassee-Leon County Planning Department~~
~~Lynne Putnam, Engineering Manager - City Water Utility~~
~~J Kristen Andersen, Planner II - Tallahassee-Leon County Planning Department~~



**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Proposed Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation

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
Lead Staff/ Project Team:	Kathy Burke, P.E., Director of Engineering Services

Fiscal Impact:

This item has a fiscal impact. The County will realize an additional \$4,325 reimbursement from Florida Department of Transportation (FDOT) for 2015, bringing the total reimbursement to \$63,225.

Staff Recommendation:

- Option #1: Approve the proposed Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

As allowed in Florida Statute 335.055, the Florida Department of Transportation (FDOT) routinely contracts with counties and cities for the maintenance and operation of intersection traffic control devices, such as traffic signals, where the signals are the responsibility of FDOT. These agreements establish the relationship and responsibilities of the local agency and FDOT. By this process, local agencies can provide electric power and maintenance of these facilities more efficiently than it would be possible for FDOT, and FDOT can reimburse local agencies for the costs associated with this maintenance.

On March 9, 1983, Leon County entered into a traffic signal maintenance contract with FDOT. Subsequently, on November 3, 1983, Leon County and the City of Tallahassee entered into an agreement, whereby the City of Tallahassee will operate and maintain all traffic signal systems that are the responsibility of Leon County or of FDOT, by agreement with Leon County. Leon County establishes electric service for each traffic signal installation with the appropriate electric service provider for the location of each signal. On May 28, 2002, the Board approved a new agreement with FDOT, which became effective September 20, 2002. Amendment No. 1 to the 2002 Agreement was approved by the Board during the September 23, 2009 Board meeting.

Beginning in the first part of this calendar year, FDOT began the process of developing a new Traffic Signal Maintenance and Compensation Agreement. Several statewide conference calls were held between FDOT and a number of local agencies. FDOT developed a Phase I Agreement, which only a limited number of local agencies executed; as many local agencies objected to several of the new requirements in the Phase I Agreement. In July 2014, FDOT held additional meetings to address the local agencies concerns (Attachment #3). One major concern was mastarm maintenance. FDOT developed the Phase I-B Agreement, which includes removal of the provisions for mastarm maintenance, as well as the reimbursement of costs associated with the maintenance of traffic control systems (signals) at intersections, intersection control beacon, pedestrian flashing beacons, Emergency/Fire Department signal, speed activated warning displays, and traffic warning beacons where FDOT has a responsibility to install such signals.

Analysis:

Staff has reviewed the proposed Phase I-B Agreement and recommends approval. The proposed Agreement increases the FDOT reimbursement amount from \$53,927 to \$63,225. Staff anticipated an increase during the development of the FY15 budget, and budgeted \$58,900. With the approval of the proposed Agreement, the County will realize an additional \$4,325. Staff has been coordinating with the City of Tallahassee, as the City maintains the traffic signal system for the County. The City Commission will be considering the approval of the Phase I-B Agreement at its December 10th meeting.

FDOT continues to coordinate with local agencies to develop the Phase II process and a final Traffic Signal Maintenance and Compensation Agreement.

Options:

1. Approve the proposed Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B with Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not approve the Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Traffic Signal Maintenance and Compensation Agreement 2015 Phase I-B
2. Resolution and Budget Amendment Request
3. FDOT Meeting Minutes from July 30, 2014

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____ Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Maintaining Agency shall be responsible for basic maintenance functions such as replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; and all signal related issues (lighting, signs and connections).

6. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

7. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

8. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

9. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 2. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

10. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

11. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

12. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

13. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

15. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

16. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

17. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

18. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions. Repairs shall be made within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. Preventative maintenance inspections. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

19. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

20. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

21. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

23. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

24. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

25. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

, Florida

(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

By _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Legal Review:

Attorney Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
	11-12	\$2,701	\$675			
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date:

Maintaining Agency:

LEON COUNTY

CONTRACT #:

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
027	SR 363 (WOODVILLE HWY) @ LAKES OF SAN MARCOS	Yes	\$2,951.00	67.00%	\$1,977.17
028	SR 10 (US 90/TENNESSEE ST) @ CR 1585 (GEDDIE RD)	Yes	\$2,951.00	67.00%	\$1,977.17
030	SR 61 @ OAKRIDGE RD FB	Yes	\$738.00	50.00%	\$369.00
031	SR 10 (US 90/MAHAN DR) @ EDENFIELD RD	Yes	\$2,951.00	67.00%	\$1,977.17
032	SR 10 (US 90/MAHAN DR) @ THORNTON RD FB	Yes	\$738.00	67.00%	\$494.46
033	SR 10 (US 90/MAHAN DR) @ WALDEN RD	Yes	\$2,951.00	50.00%	\$1,475.50
034	SR 283 (CCSW) @ GUM ROAD	Yes	\$2,951.00	75.00%	\$2,213.25
035	SR 20 @ GEDDIE ROAD	Yes	\$2,951.00	50.00%	\$1,475.50
036	SR 20 (BLOUNTSTOWN HWY) @ BRADEN RIVER FIRE DEPT	Yes	\$738.00	100.00%	\$738.00
037	SR 10 (US 90/MAHAN) @ CHAIRES CROSS RD EB	Yes	\$148.00	100.00%	\$148.00
038	SR 10 (US 90/MAHAN) @ CHAIRES CROSS RD WB	Yes	\$148.00	100.00%	\$148.00
039	SR 20 (US 27) @ CHAIRES CROSS RD EB	Yes	\$148.00	100.00%	\$148.00
040	SR 20 (US 27) @ CHAIRES CROSS RD WB	Yes	\$148.00	100.00%	\$148.00
041	SR 363 (WOODVILLE HWY) @ OAKRIDGE ELEM SCHOOL	Yes	\$295.00	100.00%	\$295.00
042	SR 61 (US 27/MONROE) @ CANOPY OAKS ELEMENTARY SCHOOL	Yes	\$295.00	100.00%	\$295.00
043	SR 363 @ WOODVILLE ELEMENTARY SCHOOL	Yes	\$295.00	100.00%	\$295.00
044	SR 363 @ WOODVILLE ELEMENTARY SCHOOL NB	Yes	\$148.00	100.00%	\$148.00
045	SR 363 @ WOODVILLE ELEMENTARY SCHOOL NB	Yes	\$148.00	100.00%	\$148.00
046	SR 61 (US 319/THOMASVILLE HWY) @ LAWTON CHILES HIGH SCHOOL	Yes	\$148.00	100.00%	\$148.00
047	SR 61 (US 319/THOMASVILLE HWY) @ LAWTON CHILES HIGH SCHOOL	Yes	\$148.00	100.00%	\$148.00
048	SR 20 (BLOUNTSTOWN HWY) WEST OF COE'S LANDING	Yes	\$148.00	100.00%	\$148.00
049	SR 20 (BLOUNTSTOWN HWY) WEST OF LUTHER HALL RD	Yes	\$148.00	100.00%	\$148.00
050	SR 20 (BLOUNTSTOWN HWY) EB	Yes	\$148.00	100.00%	\$148.00
051	SR 20 (BLOUNTSTOWN HWY) EB	Yes	\$148.00	100.00%	\$148.00
052	SR 20 (BLOUNTSTOWN HWY) EB	Yes	\$148.00	100.00%	\$148.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date:

Maintaining Agency:

LEON COUNTY

CONTRACT #:

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 20 (US 27) @ CR 2195 (WW KELLEY RD)/CR 1543 (CHAIRES CROSSROADS)	Yes	\$2,951.00	50.00%	\$1,475.50
002	SR 10 (US 90/MAHAN DR) @ CR 1543 (CHAIRES CROSSROADS)/CR 0345 (CRUMP RD)	Yes	\$2,951.00	50.00%	\$1,475.50
003	SR 61 @ CR 0342 BRADFORDVILLE / BANNERMAN RD	Yes	\$2,951.00	50.00%	\$1,475.50
004	SR 10 (US 90/MAHAN DR) @ CR 1568 (BUCK LAKE RD)	Yes	\$2,951.00	67.00%	\$1,977.17
005	SR 63 (US 27) @ SR 263 (CCNW/CR 361 OLD BAINBRIDGE)	Yes	\$2,951.00	75.00%	\$2,213.25
006	SR 263 @ CR 356 (FRED GEORGE RD)	Yes	\$2,951.00	50.00%	\$1,475.50
007	SR 261 @ CR 259 (TRAM RD)	Yes	\$2,951.00	50.00%	\$1,475.50
008	SR 261 @ SR 363 (WOODVILLE HWY)	Yes	\$2,951.00	100.00%	\$2,951.00
009	SR 263 @ SR 61 (CRAWFORDVILLE HWY)	Yes	\$2,951.00	100.00%	\$2,951.00
010	SR 263 @ CR 2203 (SPRINGHILL RD)	Yes	\$2,951.00	50.00%	\$1,475.50
011	SR 63 @ CROWDER/FRED GEORGE RD (CR 0356)	Yes	\$2,951.00	50.00%	\$1,475.50
012	SR 63 @ SESSIONS ENT. TO SAM'S CLUB	Yes	\$2,951.00	50.00%	\$1,475.50
013	SR 63 @ PERKINS RD/FAULK DR	Yes	\$2,951.00	50.00%	\$1,475.50
014	SR 363 (WOODVILLE HWY) @ ROSS RD	Yes	\$2,951.00	67.00%	\$1,977.17
015	SR 10 (US 90/MAHAN DR) @ VINELAND DR	Yes	\$2,951.00	67.00%	\$1,977.17
016	SR 363 @ CR 2204 (OAK RIDGE RD)	Yes	\$2,951.00	50.00%	\$1,475.50
017	SR 20 W @ CR 1581 (AENON CHURCH)	Yes	\$2,951.00	50.00%	\$1,475.50
018	SR 20 @ SR 263 (CCSW)	Yes	\$2,951.00	100.00%	\$2,951.00
019	SR 10 (US 90/MAHAN DR) @ CR 1553 (PEDRICK RD/LAYFAYETTE OAKS)	Yes	\$2,951.00	50.00%	\$1,475.50
020	SR 61 (US 319) @ SHELFER RD	Yes	\$2,951.00	67.00%	\$1,977.17
022	SR 10 (US 90/TENNESSEE ST) @ CR 1581 (AENON CHURCH RD)	Yes	\$2,951.00	67.00%	\$1,977.17
023	SR 366 (PENSACOLA ST) @ NINA ST	Yes	\$2,951.00	75.00%	\$2,213.25
024	SR 61 (WAKULLA SPRINGS RD) @ SR 369 (CRAWFORDVILLE HWY)	Yes	\$2,951.00	100.00%	\$2,951.00
025	SR 10 (US 90/MAHAN DR) @ LAGNIAPPE WAY	Yes	\$2,951.00	50.00%	\$1,475.50
026	SR 10 (US 90/MAHAN DR) @ DEMPSEY MAYO RD	Yes	\$2,951.00	67.00%	\$1,977.17

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date:

Maintaining Agency:

LEON COUNTY

CONTRACT #:

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
053	SR 20 (BLOUNTSTOWN HWY) WB	Yes	\$148.00	100.00%	\$148.00
054	SR 20 (BLOUNTSTOWN HWY) WB	Yes	\$148.00	100.00%	\$148.00
055	SR 20 (BLOUNTSTOWN HWY) WB	Yes	\$148.00	100.00%	\$148.00

Grand Total

\$63,225.24

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$63,225.24

Maintaining Agency

Date

District Traffic Operations Engineer

Date

Printed or Typed Name/Title

RESOLUTION NO. _____

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

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

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

Adopted this 9th day of December, 2014.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorneys Office

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

**FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST**

No: BAB15004
Date: 11/17/2014

Agenda Item No: _____
Agenda Item Date: 12/9/2014

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				
106	000	344914	000	Signal Maintenance-State Reimbursement	58,900	4,325	63,225
Subtotal:						4,325	-

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
106	431	53400	541	Other Contractual Services	324,245	4,325	328,570
Subtotal:						4,325	

Purpose of Request:

This budget amendment realizes \$4,325 in additional signal reimbursement maintenance revenue from the Florida Department of Transportation contingent upon Board approval of the Traffic Signal Maintenance and Compensation Agreements 2015 Phase 1-B.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1074 Highway 90
Chipley, FL 32428

**ANANTH PRASAD, P.E.
SECRETARY**

MEETING NOTES

July 30, 2014

9:00am – 11:00am

FDOT District Three Traffic Signal Maintenance Agreement Negotiations Meeting

Location: FDOT District Three Ponce De Leon Operations Center

Purpose: Negotiations Meeting for Phase II of the Traffic Signal Maintenance Agreement

Facilitator: Mark Wilson, PE (FDOT State Traffic Engineer)

- Mark Wilson led roll call and introductions were given for all attendees.
- Phase I of the Traffic Signal Maintenance Agreement has been signed by some local agencies and not others. Mark Wilson has presented the local agencies' concerns to the state.
- Phase I-B will be made available soon for the local agencies to sign which includes the removal of the provisions in the Phase I agreement for mast arm maintenance. For those agencies which already signed the Phase 1 Agreement, an Amendment is being developed for them to sign. The Amendment and Phase I-B agreement include the removal of mast arm language.
- Discussion for Phase II began.
- Approval was obtained to increase the per signal costs for 2015-16 to \$3,040 per signal with the following provisions:
 - The reimbursement is \$3,040 per signal, with no deductions for the approaches that are local roads. Approach deductions are planned for removal in Phase 2 of the Agreement. Programming for the new payment amounts begin on 07/01/2015.
 - This gives about an average increase of over 70% payment to local agencies for signal maintenance statewide. Previous funding did not appear to cover all the necessary costs to the local agencies. It is to be noted that this is an average increase.
 - The total statewide funding for signal maintenance is approximately \$17 million which is authorized to increase by an additional \$14 million under the Phase 2 Agreement.
- Performance measures need to be developed to show the effectiveness of the signal maintenance expenditure. At a minimum, this should include:
 - Signal inspections at least once a year for every signal, funded by FDOT out of the established \$3,040 per signal allocation, with documented reports.
 - An agreed-upon minimum percentage of detector functionality.

- Agreed-upon acceptable response times for urban and rural areas.
- Performance measures will be developed following discussions at all Districts.
- Signal Maintaining Agencies may invoice quarterly instead of yearly, for those that choose to do so; however, a quarterly reports will need to be provided with the invoice. Management will decide on uniformity in Quarterly Reports /invoicing.
- FDOT is getting good service for the funding provided.
- Currently there is not a cancellation clause in the agreement. If locals do not want to do signal maintenance, FDOT can take it over; however, FDOT will need transition time (may need a 5-year cancellation Notice) to get a contractor on board. This is open for discussion for possible inclusion in the new contract.
- There is a need to discuss the 3% annual increase in the current contract. This will depend on the agreed-upon reimbursement amounts.
- For the Annual Performance Reporting, it was suggested to gather any existing reports the local agencies currently have.
- Jared Perdue, District Three Traffic Operations Engineer, asks local agencies thinking about opting out to please notify him as soon as possible so he can prepare a transition plan for either a contractor or other local agency to take over the maintenance. Keith Bryant, P.E., Bay County Traffic Engineer, asked if the Phase I amendment needs board approval and Mark Wilson responded that it depends on the local government rules.
- Randy Showers, P.E., Okaloosa County Traffic Engineer, asked what happens if they do not sign the Phase 1B Agreement. Mark Wilson responded that the current Agreement will still be in effect. However, Mark Wilson encouraged all Agencies to consider signing the Phase 1B Agreement since it includes additional compensation for additional devices, and removal of mast arm language which was a major concern for most Agencies that elected not to sign.
- The new reimbursements for beacons was displayed, showing the amount for a full signal increased from \$2,951 to \$3,040, pedestrian flashing beacon from 10% to 20%, or \$295.10 to \$608.00 per zone, emergency signals from 25% to 35%, or \$737.75 to \$1,064.00, and speed and traffic warning beacons from 5% to 10%, or \$147.55 to \$304.00.
- Wayne Bryan, City of Tallahassee, stated that it is difficult to split operations and maintenance costs. Mark Wilson noted that only the field maintenance costs are being discussed as a part of this Agreement.
- It was noted that a template of costs will be sent to each agency
- Performance Measures – Preventative Maintenance
 - A routine inspection at a minimum should include: signal cycling, detector repair work and conflict monitor test.
 - Some local agencies bought testers from the manufacturer for conflict monitor testing. But that may not be appropriate for smaller agencies with few signals.
 - Detector Repair - Need to distinguish between critical and non-critical detectors
 - If the detector outage can cause the signal to malfunction or affect the operation of the signal system, it is considered critical. Detectors for side streets (all), main street left turns, and pedestrians are critical.
 - For delays in detector repair, there is a form to explain occurrence. If a resurfacing project is in construction, the loops could be out for 6 months or

more. An agency may wait to repair a loop if a project will be coming through in the near future.

- It was proposed that a minimum of 95% of the critical detectors must be functional.
 - Some have issues with poor pavement that won't hold a loop for very long.
 - An alternate detection device (infrared) can be deployed temporarily until a critical loop can be repaired.
- Performance Measures – Response time
 - Currently, some Agencies give a 1 hour of response time for a signal outage while others give 2 hours of response time for a signal outage.
 - Mark Wilson asked if there were any legal issues with the contract that we had not already discussed. There were none.
 - Moving forward, there will be follow up discussions to finalize the Agreement.
 - Annual and Quarterly Reports
 - Agencies keep detailed records of signal maintenance for court cases.
 - Records include dates of the inspections, detector functionality check, and conflict monitor testing. District 3 does not have issues with annual reports.
 - FDOT may give the option to invoice and report annually or quarterly.
 - Look into utilizing exhibits and attachments to prevent passing a whole new agreement every time.
 - ITE & IMSA have published a traffic signal maintenance book to use for performance measures that would be a good resource.
 - Jared Perdue, FDOT DTOE, suggested each agency provide best practices that are currently utilized by them to help develop the performance measures for inspections.
 - There are 792 signals in District 3, which receives \$1.948 million in funding; \$1.6 million more has been requested.
 - It is helpful to complete a Phase II Agreement by September/October
 - One Agency asked if they turned maintenance over to the state, would the 4 generators at their traffic signals remain. Mark Wilson responded that he would prefer that they stay and they would work out an agreement with them.
 - A question was asked about traffic signals with red light running cameras. If those locations were turned over to FDOT for maintenance, would the red light running cameras remain? Mark Wilson stated that FDOT will discuss this aspect.
 - Meeting adjourned.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement with Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation

Fiscal Impact:

This item is associated with a matching grant. The County has been awarded a grant from the Department of Environmental Protection's Recreational and Trails Program (RTP) in the amount of \$200,000, requiring a match from the County of \$200,000. The match dollars have been contemplated in the FY15 capital improvement program budget.

Staff Recommendation:

- Option #1: Approve Agreement Number T14001 with the Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

In March 2014, the Division of Parks and Recreation submitted an application for RTP grant funding through the Department of Environmental Protection. The proposal was for the final phase of improvements to the Miccosukee Canopy Road Greenway “trunk trail” that runs from Fleischmann Rd. trailhead to Crump Rd. trailhead. The total trunk trail is approximately nine miles long. The section being proposed for improvements lies between Fleischmann Road trailhead and Edenfield Rd. trailhead. That segment is approximately 1.5 miles long.

The present 6'-10' wide trail surface is an uneven dirt system with exposed tree roots. The improvements propose to retain the existing width; appropriately cover and protect the exposed tree roots; provide a compacted lime rock base material; and top with crushed compacted shell screenings. This is the same construction process used for grants T29013 (Phase I) and T10005 (Phase II). This surface provides for greater accessibility to a variety of users. Additionally, trail renovations will include erosion controls to help reduce maintenance costs and activities, as well as provide improved trail signage and new trailhead amenities.

Analysis:

In September 2014, the Division was notified that Leon County’s proposal was one of the recipients for funding in the full amount requested. Division staff is in the process of finalizing all documents associated with acceptance of the grant and is seeking Board approval of the DEP Project Agreement. In addition, the attached Budget Amendment that realizes the revenues associated with the grant award would need to be approved (Attachment #2).

Options:

1. Approve Agreement Number T14001 with the Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not approve Agreement Number T14001 with the Department of Environmental Protection, Recreational Trails Program and Grant, for Phase III Improvements to the Miccosukee Greenway Trail.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement
2. Resolution and associated Budget Amendment Request

«PROJNO»
(RTP Project Number)

«CONTNO»
(DEP Project Agreement #)
CFDA # 20.219

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
FISCAL YEAR 2014 - 2015
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida, 32399 (hereinafter referred to as the "Department"), and the «SPONSOR», whose address is «ADDRESS», «CITY», Florida «ZIP» (hereinafter referred to as the "Grantee" or "Recipient"), in furtherance of a recreational trail project, «PROJNAME» to be described herein. The execution date of this Project Agreement is _____.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260.016(1)(g), Florida Statutes; and,

WHEREAS, the Department receives funds for such grants from the Federal Highway Administration; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end on _____, which shall be no later than two (2) years from the effective date of this Agreement, inclusive.
2. The Department has found that mixed-use recreational trail is the primary purpose of the project known as «PROJNAME», RTP Project Number «PROJNO», (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for (Type of Project) of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application.
3. **Attachment A, Grant Work Plan**, attached hereto and made a part hereof, includes a description of the Project, detailed budget, and deliverables. Any revisions to Attachment A must be formally requested by the Grantee and, if agreed

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upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

4. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in the approved Project application and Attachment A, Grant Work Plan. The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause, and that the spirit and intent of the Project is maintained: (List the Project Elements). Any revisions to the Project Elements must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.
5. The Project Elements identified in Paragraph 4 above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the approved Project application and Attachment A. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.
6. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. No construction performed under this Project Agreement shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement.
7. The Grantee agrees to become familiar with and comply with all provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of

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the aforementioned rules and regulations. Chapter 62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein.

8. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, the determination is accepted by the Department and approved by FHWA, and the Department notifies the Grantee in writing that construction of the Project may commence by issuance of a Notice to Proceed. The Grantee shall commence construction within ninety (90) days after the Notice to Proceed is issued by the Department, unless the Grantee requests an extension in writing for good cause such as natural disaster, which the Department may accept or reject in its sole discretion.
9. The Grantee acknowledges prior receipt of the following documents. It is understood that subparagraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.
 - A. Federal award letter approving project application as submitted by the Department.
 - B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet, Form OGT-15 and federal documents (survey, boundary map, Federal Form 424 - Budget Information, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey).
 - C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification, Form OGT-12 (signed and dated), Grant Project PD&E Data Sheet, Form OGT-15 (with back-up documentation).
 - D. Program Completion Packet – includes Project Completion Certification, Form OGT-14, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.
 - E. Recreational Trails Program Project Status Report (to be completed quarterly).
 - F. Grant Accountability Procedures.

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10. The Grantee agrees to comply with, and include as appropriate in subcontracts, the provisions contained in Attachment C, Contract Provisions, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment D, Regulations, attached hereto and made a part hereof, shall apply to this Project Agreement.
11. Asphalt paving for the Project shall conform to the State of Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
12. The Grantee shall submit a Recreational Trails Program Project Status Report on a quarterly basis. The Grantee shall utilize this form to describe the percentage of work performed during the reporting period, submit photographs showing the accomplished work, identify problems encountered, describe problem resolution, any necessary schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee. Quarterly status reports received by the Department after the fifth calendar day following the completion of any quarterly reporting period will be considered late-filed and render the Grantee in default under the terms of this Project Agreement. Failure to comply with these reporting requirements will result in non-payment or termination of this Project Agreement.
13. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.
14. A. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the State of Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
 - C. The Grantee agrees to comply with the procurement requirements contained in 23 C.F.R. 172.5 for its selection of subcontractors.
15. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.
 16. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 4 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The parties further agree that the execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida.
 17. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with Rule 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain the Project Elements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 9 herein. The obligations in this paragraph shall survive the expiration of this Project Agreement.
 18. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.
 19. The Grantee shall complete all Project construction no later than two (2) years from the effective date of this Project Agreement.
 20. Within forty-five (45) calendar days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the

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documentation described in Chapter 62S-2, F.A.C., and included in the Program Completion Packet received by the Grantee.

21. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$_____ toward the total Project cost described in the approved Project application and Attachment A. Program fund limits are based upon the following:

Total Grantee Amount	\$«AMOUNT1»	(paid by the Department)
Grantee Match Amount	\$«Match Amount»	(paid by the Grantee)
Total Project Cost	\$«Total Project Cost»	
Type of Match	<u>\$Cash and/or In-Kind Services</u>	

It is understood that if the total Project cost exceeds the amounts shown above, it is the Grantee's responsibility to provide the funds necessary to complete the project.

- B. Travel expenses will not be reimbursed under the terms and conditions of this Project Agreement.
- C. The Grantee may submit payment requests upon completion of Project deliverables as identified in Attachment A. Program funds shall be released by the Department, upon submittal of a payment request from the Grantee's duly authorized Grant Manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Project Agreement pursuant to state and federal guidelines, as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the State of Florida Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 C.F.R., Part 225), A-122 (2 C.F.R., Part 230), A-21 (2 C.F.R., Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 C.F.R., Part 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- D. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. This information,

when requested, shall be provided by Grantee to the Department within thirty (30) calendar days of such request. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 22 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the State of Florida Department of Environmental Protection, Office of

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Greenways and Trails' Grant Accountability Procedures and Guidance ("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference. Below is a list of the required applicable cost principles:

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 C.F.R., Part 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 C.F.R., Part 230)
Education Institutions	OMB Circular A-21 (2 C.F.R., Part 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- F. The Department's Grant Manager shall, within sixty (60) calendar days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT'S review period will reset when such information is received as requested by the DEPARTMENT
- G. The Department shall reimburse the Grantee up to ninety percent (90%) of the total amount of funding under this Project Agreement. Final payment of the remaining ten (10) percent will be retained until the Project has been completed and approved by the Department. Upon completion of the Project and prior to release of the final payment, the Grantee shall submit all documentation described in the Recreational Trails Program Project Completion Documentation Form OGT-13, included in the Program Completion Packet received by the Grantee. A final payment request must

be submitted to the Department no later than sixty (60) days from the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

22. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
23. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$[allowed amount] for planning, permitting, or design performed on or after (Date). ***[Date will be the date the DEP Secretary signs the Priority List.] Note: This is for pre-agreement costs that must be formally requested, in writing, by the Grantee and approved by the Department. The Department is allowed by the Federal Highway Administration to make this decision, and will respond, in writing, if any amounts will be allowed prior to full execution of this Project Agreement by all parties.***
24. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
25. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending RTP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
26. No reimbursement will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeline, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department's Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee, in writing, whether the CAP proposed has been accepted. If the CAP is not

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accepted, the Grantee shall have ten (10) calendar days from receipt of the Department's rejection of the proposed CAP to submit a revised proposed CAP. If the Department rejects the revised proposed CAP, the Grantee shall be entitled to no further revision of the proposed CAP and the Department may terminate this Project Agreement for failure to perform.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under this Project Agreement. In the event the approved CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to estop the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be provided to the Department as requested by the Department's Grant Manager. If a satisfactory deliverable is not submitted within the timeframe specified in the approved CAP, the Department may, in its sole discretion, terminate this Project Agreement for failure of the Grantee to perform. The approved CAP shall be hereby incorporated into this Project Agreement by this reference and upon the Department's approval.
- C. Failure to respond to a Department request for a CAP may result in termination of this Project Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Project Agreement.

27. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.
28. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will forthwith repay directly to the Department the amount of money demanded.
29. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation by the Legislature. The

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parties hereto understand that this Agreement is not a commitment of future appropriations.

30. Expenses, representing the Grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the FHWA, the state, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
31. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
32. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five (5) years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
33.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment B** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in Paragraph 30 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the federal and/or Florida Single Audit Act requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a

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subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

If Grantee is exempt from the federal Single Audit Act, use the following language instead of Paragraphs A & B above. Exempt recipients include for-profit corporations; federal agencies; and private individuals.

The Grantee is hereby advised that the federal Single Audit Act requirements may apply to lower tier transactions that may be a result of this Project Agreement. The Catalog of Federal Domestic Assistance (CFDA) applicable to this Project Agreement is 20.219 entitled Recreational Trails Program. The Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor.

If a subrecipient relationship is identified, the Grantee must include appropriate language in the agreement to alert the subrecipient of its single audit responsibilities. The document entitled "FSAA Standard Contract Language" can be found under the "Links/Forms" section appearing at the following website and is recommended for use in subgrants resulting from this Project Agreement.

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

34. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) calendar days to submit additional pertinent documentation to offset any amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of the total refund due to the Department.

35. A. The Grantee's accounting systems must ensure that these funds are not

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commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where the Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Project Agreement for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - C. In the event that the Grantee recovers costs incurred under this Project Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Project Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
36. The federal funds awarded under this Project Agreement must comply with The Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Project Agreement, for the Department to comply with this requirement.
37. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:

Department's Grant Manager:

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Robin Birdsong, Community Assistance Consultant
Office of Greenways and Trails
Division of Recreation and Parks
State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 585
Tallahassee, Florida 32399-3000

Grantee's Grant Manager:
«LIAISON», «TITLE»
«AGENCY»
«SPONSOR»
«ADDRESS»
«CITY», Florida «ZIP»

38. Robin Birdsong, Community Assistance Consultant, or her successor, is hereby designated as the Department's Grant Manager for the purpose of this Project Agreement. The Department's Grant Manager shall be responsible for ensuring performance of the terms and conditions of this Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's Grant Manager, «LIAISON», or his/her successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement. The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices related to this Project Agreement, of any change to the designated grant manager within thirty (30) calendar days of the change.
39. This Project Agreement may be terminated prior to the expiration date, as stated in paragraph 1 of this Project Agreement, as follows:
- A. If for any reason the Grantee should fail to perform in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the federal, state or local laws pertinent to the Recreational Trails Program, the Guidance or the Manual, as referenced in paragraph 2, or any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement with prior notice. In the notice, the Department will set the effective date of the termination, which may be upon receipt. The Department may, in its sole discretion, provide the Grantee an opportunity to cure the violations. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate the Grantee for any expenses incurred before or after such termination.
 - B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. The Grantee shall not incur new obligations for the Project after the notice is received and shall cancel as many outstanding obligations as possible. The

- notice shall set out the procedures for proper closeout of the Project Agreement.
- C. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and Section 119.07(1), Florida Statutes.
 - D. The Department shall terminate this Project Agreement if the commencement documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.
40. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Project Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The State of Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
41. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of \$500,000.00 or more.

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42. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.
43. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
44. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.
45. ***[For agreements with private or not-for-profit organizations.]***
The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of any kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Project Agreement, resulting from any negligent acts of the Grantee, its subcontractor, or any of the employees, agents or representatives of the Grantee or its subcontractor.
- [For agreements with State of Florida governmental entities.]***
Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
46. **Use the language in A., B., and C. below if the Non-Governmental Grantee is not self insured.**
- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 occurrence. This insurance will provide coverage for all claims that may

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arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned
Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)

Use the language in A., B., and C. below if the Governmental Grantee (state agencies or subdivisions" include the executive departments, the Legislature, the judicial branch (including public defenders), and the independent establishments of the state, including state university boards of trustees; counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities, including the Florida Space Authority) is not self insured.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned
Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

The following language may replace the language above for Agreements with Florida governmental entities which are self-funded for liability insurance: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

47. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
48. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.
49. The Grantee certifies that no federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above, the Grantee

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shall submit Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [49 CFR 20].

50. In accordance with Executive Order 12549, Debarment and Suspension (49 CFR 29), the Grantee, by execution of this Project Agreement, shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by Federal Highway Administration to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.
51. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
52. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
53. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of this Project Agreement or related to the Project.
54. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Project Agreement, unless otherwise provided herein.
55. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of

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this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

GRANTEE'S NAME

By: _____
<<Type Name, Title>>, Office of
Financial Management, Division of
Recreation and Parks

By: _____
Type Name:

Date: _____

Title: _____
Date: _____

Department's Grant Manager

Address:
«ADDRESS»
«CITY», Florida «ZIP»

Approved as to form and sufficiency:

Approved as to form and sufficiency:

Department's Program Attorney

Grantee's Attorney (if required)

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (# Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Provisions (3 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Regulations (1 Page)</u>

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RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 9th day of December, 2014.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorneys Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15005
 Date: 11/21/2014

Agenda Item No: _____
 Agenda Item Date: 12/9/2014

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				
125	044003	334785	000	Signal Maintenance-State Reimbursement	71,988	200,000	271,988
					Subtotal:	200,000	-

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	044003	56300	572	Other Contractual Services	71,988	200,000	271,988
					Subtotal:	200,000	

Purpose of Request:

This budget amendment realizes \$200,000 associated with a Florida Department of Environmental Protection matching grant awarded to County Parks and Recreation for improvements to the Miccosukee Greenway Trail from the Fleischmann Rd. trail head to the Crump Rd. trail head section. The County match funds have been budgeted in the FY15 Capital Improvement Program.

Group/Program Director

 Senior Analyst

 Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Adoption of Proposed Resolution Conferring Authority Upon County Engineer to Make Binding Commitments for County on Details of Proposed Construction in Eminent Domain Proceedings

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

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed Resolution conferring authority upon County Engineer to make binding commitments for County on details of proposed construction in eminent domain proceedings (Attachment #1).

Report and Discussion

Background:

This agenda item seeks the Board's adoption of a Resolution (Attachment #1) that will acknowledge and signify the authority of the County Administrator's Director of Engineering Services (the "County Engineer") to make binding decisions and commitments for the County in eminent domain proceedings with regard to the design and construction of its projects. Historically, such authority has originated from the County Administrator's broad powers and duties established in the Leon County Administrative Code found at Chapter 2, Article X of the Leon County Code of Laws ("Administrative Code"). Specifically, Section 2-501(b)(4) of the Administrative Code establishes the duty of the County Administrator to supervise the care and custody of all County property. It follows that such duty would include the County Administrator's supervision of his Public Works staff in the care and maintenance of any right-of-way owned or controlled by the County for construction of its various roads, stormwater facilities, and other such projects.

Notwithstanding the authority generally set forth in the Administrative Code, the County Attorney, in an abundance of caution, is requesting the Board's adoption of a Resolution which expressly confers authority upon the County Engineer to make commitments as needed in eminent domain proceedings regarding the design and construction details of its projects. Such commitments are sometimes necessary during an eminent domain trial or other proceeding in order to further mitigate any damages that may be caused to a defendant property owner's remaining property adjacent to the project.

Analysis:

In an eminent domain proceeding seeking the acquisition of only a portion of an owner's property, the owner is entitled to full compensation for both the property acquired and for any damage the owner's remaining property caused by the acquisition. Such damages are known as severance damages. In designing a public works project, the County's Public Works staff engineers work with an engineering consultant to mitigate or eliminate severance damages by assuring that only as much right-of-way as necessary is acquired and that the design details of the project will have as little impact as possible on an owner's remaining property. Typically these design and construction decisions are all made prior to the County's first offer of full compensation to a property owner and remain unchanged throughout the negotiation and settlement process. However, in order to establish the County's position on severance damages at a trial or other proceeding, it is sometimes necessary to make further design and construction decisions and commitments through witness testimony. Florida law prohibits such testimony unless it can be shown that the County's witness has the express authority to make binding commitments on behalf of the County. Without evidence of such binding authority, the County's testimony of the design and construction changes would be inadmissible. As a result, the owner's severance damages might not be mitigated and the County could end up paying a significantly greater amount of full compensation.

Title: Adoption of Proposed Resolution Conferring Authority Upon County Engineer to Make Binding Commitments for County on Details of Proposed Construction in Eminent Domain Proceedings

December 9, 2014

Page 3

Arguably, the Administrative Code's general provision establishing the County Administrator's duty to supervise the care and custody of all County property may be too broad to satisfy a court that a County's witness is expressly authorized to make binding commitments. In an abundance of caution, the County Attorney requests that the Board adopt the proposed Resolution to signify such express authorization. The proposed Resolution confers authority upon the County's Director of Engineering Services ("County Engineer") to make binding decisions and commitments for the County in eminent domain proceedings with regard to the details of the design and construction of a project. For matters in which the staff engineer assigned as project manager is more knowledgeable of the project and is better suited to make those decisions and commitments, the County Engineer may designate the project manager as the authorized individual to make such decisions and commitments for the County. Such designation must be in a written form approved by the County Attorney.

Upon the adoption of the proposed Resolution, the County Engineer, or her designee, will be unquestionably and expressly authorized to make binding decisions and commitments regarding design and construction details in eminent domain proceedings. As such, the County will avoid a situation in which an adverse court ruling disallows such commitments and leads to an unfavorable result for the County.

Options:

1. Adopt the proposed Resolution conferring authority upon County Engineer to make binding commitments for County on details of proposed construction in eminent domain proceedings (Attachment #1).
2. Do not adopt the proposed Resolution conferring authority upon County Engineer to make binding commitments for County on details of proposed construction in eminent domain proceedings.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed Resolution

RESOLUTION: 14-_____

CONFERRING AUTHORITY UPON COUNTY ENGINEER TO MAKE BINDING COMMITMENTS FOR COUNTY ON DETAILS OF PROPOSED CONSTRUCTION IN EMINENT DOMAIN PROCEEDINGS

WHEREAS, in the course of eminent domain proceedings involving the acquisition of property needed for capital improvements projects approved by the Board of County Commissioners (the “Board”) of Leon County, Florida (the “County”), it is sometimes necessary for the County, through its staff, to testify as to commitments made with regard to the details of design and construction of such projects; and

WHEREAS, the authority for such commitments originates from County Administrator’s broad powers and duties established in the Leon County Administrative Code found at Chapter 2, Article X of the Leon County Code of Laws (“Administrative Code”), specifically in Section 2-501(b)(4) which establishes the duty of the County Administrator to supervise the care and custody of all County property; and

WHEREAS, the Board wishes to further acknowledge and signify its express authorization for certain individuals on the County Administrator’s staff in the Department of Public Works to make binding commitments for the County with regard to design and construction details on its projects.

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

1. The Board hereby expressly confers authority upon the County Administrator’s Director of Engineering Services (the “County Engineer”) to make binding decisions and commitments for the County in any and all of the County’s eminent domain proceedings with

regard to details in the design and construction of the project for which such proceeding was commenced.

2. In any eminent domain proceeding for which the County Engineer believes the staff engineer assigned as project manager is more knowledgeable of the project and is, thus, better suited to make such decisions and commitments, the County Engineer may designate such project manager as the authorized individual to make binding decisions and commitments for the County with regard to details in the design and construction of the project for which that proceeding was commenced. Such designation of authority shall be in a written form approved by the County Attorney.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 9th day of December, 2014.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Circuit Court
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 #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities

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 for Intergovernmental and Community Initiatives Ryan Aamodt, Management Intern

Fiscal Impact:

This item has a fiscal impact. It extends the Squire Patton Boggs federal lobbying contract for one additional year, at \$100,000 per year, and the extension of Capitol Alliance Group’s state lobbying contract for one additional year, at \$50,000 per year, which will be included as part of the FY 2016 budget. Additionally, the Florida Association of Counties (FAC) has requested to hold the 2015 FAC Legislative Reception in the County Courthouse. The anticipated cost is approximately \$410 for security and custodial services, budgeted funds are available in the account established to host Board events, such as the Board retreat and reorganization ceremony.

Staff Recommendations:

- Option #1: Ratify the Board actions taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities.
- Option #2: Approve the water projects for submission for the 2015 Senate Budget Request Application Process.
- Option #3: Schedule the Community Legislative Dialogue meetings for January 27, 2015, March 31, 2015, and May 12, 2015.
- Option #4: Host the Florida Association of Counties’ Legislative Day Reception on March 25, 2015 from 5:30 – 7:00 p.m. in the County Courthouse and waive Leon County Policy No. 00-2, “Public Use of Leon County Courthouse” to apply only to the provision related to the consumption of alcoholic beverages for the event.

Report and Discussion

Background:

Each year, the Board conducts a workshop with staff on the County's state and federal legislative priorities. On October 28, 2014, the Board held a workshop to discuss the legislative priorities for the 2015 state and federal sessions.

Analysis:

Staff provided the Board with an oral report on four appropriation requests and twelve substantive issues proposed for the 2015 state and federal legislative sessions. Additionally, this analysis includes information regarding the 2015 FAC Legislative Reception for the Board's consideration.

Appropriation Requests:

The appropriation requests approved by the Board were as follows:

- Capital Circle Southwest \$119.1 million
- Woodville Highway \$26.6 million
- Woodville Sewer \$3 million
- Innovation Park Grant \$500,000

Subsequent to the October 28, 2014 legislative workshop, staff received notice from Senator Bill Montford's office of an opportunity to submit direct appropriations requests as part of the 2015 Senate budget request application process. It is important to note that the budget request process applies only to the Florida Senate. Staff anticipates that water projects will be a high priority for funding in the 2015 Legislative Session. Therefore, in addition to the Board-approved appropriation requests, staff recommends submitting Senate budget request applications for the following water projects:

- Fords Arm Watershed Restoration \$4 million
 - Construction to improve water quality treatment for stormwater into Fords Arm of Lake Jackson
- Woodside Heights Septic to Sewer Project \$4 million
 - Design and construction funds to connect community to the central sewer system
- Fred George Wetland Restoration \$1 million
 - Wetland restoration and trash interception prior to release in sink
- Oakridge Septic to Sewer Project \$800,000
 - Design and construction funds to connect community to the central sewer system

Policy Requests:

The Board discussed state and federal substantive policy issues that are expected to be considered during the 2015 legislative session. Staff presented eight state substantive issues and four federal substantive issues specific to Leon County. The issues presented by staff to the Board for the County's legislative priorities are as follows:

State Substantive Issues

1. Support the protection of the state workforce and oppose any reductions to state employee benefits.
2. Support legislation to expand Medicaid in Florida.
3. Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.
4. Support legislation that is revenue neutral; simplifies administration and collection of the current tax; enhances the stability and reliability as an important revenue source for local government and Public Education Capital Outlay for schools; and provides the opportunity for market-based growth.
5. Support state aid grant funding for public library programs.
6. Support the renewal of the Florida Enterprise Zone Program and encourage the broader state definition of return on investment to include property valuation increase and the revitalization of a community.
7. Support state funding for the De Soto Winter Encampment a tourist-friendly facility to commemorate America's first Christmas.
8. Support the 2015 FAC legislative program unless specific issues conflict with Leon County's interests.

Federal Substantive Issues

1. Support the long-term reauthorization of MAP-21 at or above the current level of funding for surface transportation programs.
2. Support federal legislation that includes full mandatory funding for PILT in the FY 2015 appropriations package and support a long-term strategy for a sustainable PILT program.
3. Oppose the Environmental Protection Agency and the U.S. Army Corps of Engineering proposed rule regarding the definition of "Waters of the U.S."
4. Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Additionally, the Board removed the use of the Federal Correctional Institutional Property at Tom Brown Park for ball fields as a federal priority. The Board also directed staff and Squire Patton Boggs to reach out to the Department of Veteran Affairs regarding the possibility of a long term lease for additional ball fields at the Leon County National cemetery.

Representatives from both Squire Patton Boggs and Capital Alliance Group gave remarks regarding the upcoming 114th Congress and State Legislative session, respectively. Staff will prepare the Board's legislative priorities in a Quick Reference Guide to assist Commissioners and the lobbying team in advocating at the Capitol with legislators.

Community Legislative Dialogue Meetings

In an effort to engage our community and regional partners in identifying shared legislative priorities and interests, the Board hosts Community Legislative Dialogue meetings throughout session. During the workshop, the Board designated Commissioner Desloge to host these meetings during the 2015 session. The Community Legislative Dialogue meetings are tentatively scheduled to take place in the Commission Chambers on the following dates:

- Tuesday, January 27, 2015 at 7:30 a.m.
- Tuesday, March 31, 2015 at 7:30 a.m.
- Tuesday, May 12, 2015 at 7:30 a.m.

Legislative Lobbying Contracts

Due to the early start of the 2016 session, and in an effort to ensure the continuity of the legislative program, the Board authorized the County Administrator to extend the Squire Patton Boggs' federal lobbying contract for one additional one-year period until December 31, 2016 and the Capitol Alliance Group's state lobbying contract for one additional one-year period until September 30, 2016. The fiscal impact associated with the contract extensions will be included as part of the FY 2016 budget. Staff anticipates a Request for Proposal would be issued after the 2016 end of session report.

2015 FAC Legislative Reception

FAC has requested Leon County host the 2015 Legislative Day Reception in the County Courthouse Rotunda on March 25, 2015 from 5:30 to 7:00 p.m. Each year FAC holds a Legislative Day Conference in Tallahassee during the State's legislative session. As part of their conference program, FAC hosts an evening reception, which includes cocktails and hors d'oeuvres for Legislators, County Commissioners, and other county officials from across the state.

In accordance with Leon County Policy No. 00-2, "Public Use of Leon County Courthouse", staff has worked with FAC to reserve the Courthouse rotunda and to coordinate arrangements for the 2015 Legislative Day Reception. This item seeks Board approval of a waiver to County Policy No. 00-2, specifically Sections 10 and 11 listed in Procedures for Public Use of the Courthouse, which states:

10. Alcoholic beverages and smoking are prohibited throughout the Courthouse.

11. Alcoholic beverages are prohibited throughout outside areas.

The proposed waiver would apply only to the provision and consumption of alcoholic beverages in the Courthouse rotunda, as part of the FAC reception. Smoking would remain a prohibited activity throughout the Courthouse and outside areas during the event. This Policy waiver is only for participants of the FAC reception.

Additionally, the event will take place after normal business hours at the Courthouse and will require security at the cost of \$325. FAC, through the catering service, will be responsible for clean up; however, custodial services, such as trash removal, are required and will cost approximately \$85. As a result the cost of the reception to the County would be approximately \$410. Budgeted funds are available in the account established to host Board events, such as the Board retreat and reorganization ceremony, to cover the anticipated cost.

Options:

1. Ratify the Board actions taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities.
2. Approve the water projects for submission for the 2015 Senate Budget Request Application Process:
 - Ford Arms Watershed Restoration
 - Woodside Heights Septic to Sewer Project
 - Fred George Wetland Restoration
 - Oakridge Septic to Sewer Project
3. Schedule the Community Legislative Dialogue meetings for:
 - Tuesday, January 27, 2015 at 7:30 a.m.
 - Tuesday, March 31, 2015 at 7:30 a.m.
 - Tuesday, May 12, 2015 at 7:30 a.m.
4. Host the Florida Association of Counties' Legislative Day Reception on March 25, 2015 from 5:30 – 7:00 p.m. in the County Courthouse and waive Leon County Policy No. 00-2, "Public Use of Leon County Courthouse" to apply only to the provision related to the consumption of alcoholic beverages for the event.
5. Do not ratify the Board actions taken at the October 28, 2014 Workshop on the 2015 State and Federal Legislative Priorities.
6. Do not approve the water projects for submission for the 2015 Senate Budget Request Application Process
7. Do not schedule the Community Legislative Dialogue meetings.
8. Do not host the Florida Association of Counties' Legislative Day Reception on March 25, 2015 from 5:30 – 7:00 p.m. in the County Courthouse.
9. Board direction.

Recommendations:

Option #1, #2, #3, and #4.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of the Funding Request to Support the Red Hills International Horse Trials for an Amount Not to Exceed \$129,000

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

Fiscal Impact:

Based on the Board's action, this item may have a fiscal impact to the Tourist Development fund balance. At the beginning of FY 2015, the TDC fund balance was at the policy minimum of 15%; however, since this is a special revenue fund the Board may consider appropriating additional fund balance, as long it will not put the fund in a position to need short-term borrowing to fund operating expenses.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

Red Hills Horse Trials (RHHT) is a United States Eventing Association annual event held at Elinor Klapp Phipps Park in Tallahassee, Florida. Established in 1997, the 501(C)3 identifies its mission to “educate the public regarding the sport of eventing, increase awareness of greenspace preservation and land management, and raise funds to benefit nonprofit organizations with compatible educational and environmental purposes.” With more than 400 volunteers, RHHT partners with sponsors, owners, and riders to host over 20,000 spectators each year in early March.

In late 2012, RHHT approached the County and City for support through cash and in-kind services for the relocation of the cross-country course in time for the 2014 event. At that time, RHHT estimated the cost of moving the course to another part of the property from \$100,000 to \$125,000. To address RHHT request, the Tourism Development Council heard a presentation from RHHT on January 10, 2013, and recommended that the Board approve \$36,350 to support the event for 2013.

On January 29, 2013, the Board approved a funding request for an additional \$36,350 of operational support for the 2013 RHHT event and directed the Tourist Development Council (TDC) to consider the remaining two years of the three-year funding commitment to the RHHT, which would be brought back to the Board as a budget discussion item (Attachment #2).

During the July 2013 budget workshop, the Board approved \$84,500 for RHHT to assist with the relocation and rebuilding of the cross-country course in time for the group to host the spring 2014 event. At that time, RHHT did not anticipate a need for additional funds for the 2014 event beyond the \$84,500 in relocation and rebuilding assistance. Further, RHHT was unable to determine its needs for the annual 2015 event at that time so the TDC did not make a recommendation for 2015 funding nor did the Board address this issue during its budget workshop. To date, the RHHT has received \$102,850 for the operation and capital costs to the cross-country course. This total does not include the ongoing support provided by the sports grant program of the TDC for Emergency Medical Services (EMS) support of \$10,000, which is part of Tourism Development’s annual budget.

This item seeks Board consideration of an amount not to exceed \$129,000 for both capital (\$97,000) and operating costs (\$32,000) for the 2015 RHHT event. If approved by the Board, RHHT will have received \$249,850 since January 2013.

Analysis:

This is the third and final year request for support for RHHT as directed by the Board on July 13, 2013. As part of this three-year plan, the County provided \$36,500 in operational support in 2013 and \$84,500 to assist with the relocation of the cross-country course in FY 2014. This funding is in addition to ongoing grants provided by the sports grant program of the TDC for Emergency Medical Services (EMS) support of \$10,000, which is part of Tourism Development’s annual budget.

At its November 6, 2014 meeting, the TDC heard a request from RHHT for third-year financial support to further enhance the venue to include a relocation of the show jumping arena, sponsor tent, sponsor parking, and enhancements to the barn area and electrical system in time for the 2015 event (Attachment #3). The total of the venue relocation request was \$97,000. In addition, RHHT requested up to \$32,000 for operational support. During the presentation to the TDC on November 6, RHHT stated that the final costs might come in lower than shown on Attachment #3. Therefore, as RHHT continues to refine the costs associated with the capital improvements to the venue, the TDC recommended supporting the event for an amount not to exceed \$129,000.

As shown in Attachment #3, the request has both capital and operational components. RHHT is seeking to improve the venue by relocating the show jumping arena, sponsor tent, sponsor parking, plus enhancing the barn area and electrical system that is over 17 years old. The capital request is for \$97,000 which includes: (1) payment for an engineering study focused on water control, electrical improvements and traffic and parking; (2) electrical improvements; (3) raising and refurbishing pads for the stabling tents; and (4) granite footings for the new show jumping arena. By relocating the show jumping arena and sponsor areas, the venue will now all be on higher ground eliminating the need for additional expenses when inclement weather arises. RHHT anticipated turning a profit during the 2014 event, however excess revenue was spent for fill dirt and grading equipment to keep parts of the venue from becoming a mud bog. The proposed enhancements will now allow the event to return to its traditional schedule of Dressage on Friday, cross country on Saturday and stadium jumping on Sunday. The schedule is more favorable for generating room nights from participants, their friends and families, and out of town spectators.

In addition, the City is supporting this request by providing the use of earth moving equipment, labor, and materials. Each year the City's Parks, Recreation and Neighborhood Affairs Department, the Solid Waste Department, and the Tallahassee Fire Department provide in-kind services before and during the event. Last year, City Parks, Recreation and Neighborhood Affairs Department staff also provided \$25,000 worth of in-kind services to help relocate the cross-country course, and they will be assisting this year with changes to the sponsor and stadium jumping areas.

RHHT also requested funding to support operational expenses for 2015 such as live streaming video, play-by-play announcer, and color commentators to support the live streaming, and PA system in the amount of \$32,000. The live streaming video will enable RHHT to showcase the trials and the destination to a worldwide audience in real time. Leon County will be provided 30-second segments during the streaming to run television spots. One recent, much smaller event in Pennsylvania drew in excess of 20,000 viewers of which 8,000 were international.

As stated previously, the TDC recommended support of the RHHT for both the capital and operation expenses in an amount not to exceed \$129,000. If the Board wishes to approve the funding for RHHT, the fund balance for Tourism Development will be below the minimum 15% level for unappropriated reserve for cash balance, as recommended in Policy No. 07-2.

Allocating \$129,000 from the TDC fund balance will reduce the fund balance from \$555,776 to \$426,776 to 10.5% of operating expenditures. The unallocated fund balance for Tourism Development fluctuates each month depending on tourist development taxes received and expenditures for that same period. At the beginning of FY 2015, the TDC fund balance was at the policy minimum; however, since this is a special revenue fund the Board may appropriate additional fund balance, as long it will not put the fund in a position to need short-term borrowing to fund operating expenses. Current monthly revenue and expenditures projections will not require the fund to borrow from any other fund.

Should the Board wish to keep the tourism fund balance above 15%, the Board could approve the \$32,000 operating request for the 2015 event and request the Council on Cultural Arts to consider RHHT's \$97,000 capital improvement project for the new cultural capital grant program funded by the County with tourist development tax funds. However, if this approach is utilized, it is unlikely that RHHT would receive the requested capital funding in time for the 2015 event.

In addition, should RHHT wish to seek funding for future events it is recommended that request be considered by the Council on Cultural Arts grant program, which is funded by the County with tourist development tax funds, or through Tourism special events funding.

Options:

1. Approve the funding request to support the Red Hills International Horse Trials for an amount not to exceed \$129,000, and approve the Resolution and associated Budget Amendment Request (Attachment #4).
2. Do not approve the funding request to support the Red Hills International Horse Trials for an amount not to exceed \$129,000.
3. Approve the Red Hills International Horse Trials' operating request for \$32,000 and request the Council on Cultural Arts to consider Red Hills International Horse Trials' \$97,000 capital improvement project for the new cultural capital grant program funded with tourist development tax funds.
4. Board direction.

Recommendation:

Board direction.

Attachments:

1. Leon County Policy No. 07-2, "Reserves"
2. Board Action, January 29, 2013
3. Red Hills International Horse Trials FY15 Request
4. Resolution and associated Budget Amendment Request

Board of County Commissioners

Leon County, Florida

Policy No. 07-2

Title: Reserves

Date Adopted: September 16, 2008

Effective Date: September 16, 2008

Reference: N/A

Policy Superseded: Policy No. 07-2, "Reserves", adopted July 10, 2007; Policy No. 99-3, "Use of Contingency Reserves", adopted November 23, 1999; Policy No. 94-11, "Contingency Reserves and Mid-Fiscal Year Funding Requests from Outside Agencies," September 1994

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that:

Policy No. 07-2, "Reserves", adopted by the Board of County Commissioners on July 10, 2007, is hereby superseded, and a revised policy is hereby adopted in its place, to wit:

1. Emergency Reserves

- a. The general revenue emergency reserves will be maintained at an amount not to be less than 3% and to not exceed 8% of projected general fund and fine and forfeitures fund operating expenditures for the ensuing fiscal year.
- b. A Catastrophe Reserve will be maintained at 2% of the general fund and fine and forfeiture fund operating expenditures for the ensuing fiscal year. The Catastrophe Reserve will provide immediate cash flow for staff overtime, equipment, contractual support and materials/supplies in the event of a natural disaster.

In the event of a declared local state of emergency, the County Administrator is authorized to utilize the Catastrophe Reserve to pay Leon County solid waste and Leon County building/growth fees for eligible residents for the purpose of debris removal and home restoration/reconstruction. To be eligible, residents must demonstrate that all other means (including, but not limited to: FEMA Individual Assistance, property insurance) have been exhausted prior to seeking County assistance.

- c. The reserve for contingency is separate from the reserve for cash balances.
- d. Annually the Board will determine an appropriate amount of reserve for contingency to be appropriated as part of the annual budget. Any funds not included in the budget under this category will be included as part of the unreserved fund balance.

2. Reserve for Cash Balances

- a. The County will maintain an annual unappropriated reserve for cash balance at a level sufficient to maintain adequate cash flow and to eliminate the need for short-term borrowing.
- b. The unappropriated fund balance shall be no less than 10% and no greater than 20% of projected general fund and fine and forfeiture fund operating expenditures.
- c. The reserve for cash balance shall be separate from the emergency reserves.
- d. All major funds will retain sufficient cash balances to eliminate the need for short-term borrowing.

3. Utilization of Fund Balance

- a. As part of the annual budget process, a determination will be made of the minimum and maximum amounts of fund balance available based on the requirements set forth in Sections 1 and 2.
- b. Funds in excess of the minimums established can be utilized to support one time capital project funding and /or other one-time expenditures to address unforeseen revenue shortfalls.

4. Budgeted Contingency Reserve

Budgeted Reserve for Contingency reserves, are established to provide the following:

- a. Funding for authorized mid-year increases to adopted levels of service.
- b. Funding for unexpected increases in the cost of providing existing levels of service.
- c. Temporary and nonrecurring funding for unexpected projects.
- d. Funding of a local match for public or private grants.
- e. Funding to offset losses in revenue caused by actions of other governmental bodies.
- f. Funding to accommodate unexpected program mandates from other governmental bodies.

5. Procedures

- a. The County Administrator is authorized to develop forms and procedures to be used by outside agencies or individuals or County agencies in submitting their requests for use of contingency reserves.
- b. County agencies, including County departments and Constitutional Officers, requesting additional funding from the Board shall first submit their requests in writing to the County Administrator for full review and evaluation.
- c. After evaluation, all requests will be brought to the Board for consideration at a regularly scheduled meeting.
- d. Requests for use of reserves for contingency may be approved only by the Board of County Commissioners.

- e. The County's budget will be amended at such time the County Commission, by majority vote, authorizes reserves for contingency. All requests to the County Commission for the use of any reserves for contingency shall be accompanied by a "contingency statement" prepared by OMB showing the year-to-date activity on the reserves account as well as the current account balance and the net effect on the account of approving the use of reserves.

6. Evaluation Criteria

- a. The Board will use the procedures and evaluation criteria set forth in this policy. The evaluation of funding requests shall include, but not be limited to the following:
 - ▶ consistency with other Board policy;
 - ▶ the urgency of the request;
 - ▶ the scope of services to be provided;
 - ▶ the short-term and long-term fiscal impact of the request;
 - ▶ a review of alternative methods of funding or providing the services,
 - ▶ a review for duplication of services with other agencies;
 - ▶ a review of efforts to secure non-County funding;
 - ▶ a discussion of why funding was not sought during the normal budget cycle; and
 - ▶ a review of the impact of not funding or delaying funding to the next fiscal year.

7. Exceptions

- a. This policy is not intended to limit regular mid-year salary adjustment transfers from the salary adjustment contingency account, which is reviewed separately by the Board of County Commissioners on an annual basis.

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**Leon County
Board of County Commissioners
Cover Sheet for Agenda #29**

January 29, 2013

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Approval of Red Hills International Horse Trials Funding Request in the Amount of \$36,350

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

Fiscal Impact:

This item has a fiscal impact. The recommended funding of \$36,350 to support the 2013 Red Hills International Horse Trials would come from the unallocated fund balance of the Tourism Development account. The current balance is approximately \$1 million.

Staff Recommendation:

Option #1: Approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials (Attachment #1).

Report and Discussion

Background:

The Red Hills International Horse Trials (RHHT) is one of Tallahassee's premier events and considered one of the equestrian world's top competitions. Since 1998, this annual competition has drawn spectators and participants from across the United States and numerous other countries. RHHT is governed by the Federation Equestre Internationale (FEI), which sanctions all major international trials. The 2013 event features three days of competition; dressage on March 8 with FEI Show Jumping that afternoon, cross country on March 9 and the national divisions of stadium jumping on March 10. Riders and horses from different skill levels take part, and seven different classifications are offered including: Preliminary Rider, Open Preliminary, Intermediate, and Advanced at the national levels, including the USEA Gold Cup Series, plus Concours International Combine (CIC) 1 Star, CIC 2 Star and CIC 3 Star at the international levels. Last year, four out of five members of the United States Olympic Team competed at Red Hills.

The 2013 event is expected to draw riders and horses from at least 28 states and 10 countries including many of the leaders in the US and international eventing community. More than 20,000 spectators are anticipated. The 2013 event will celebrate Florida's 500th anniversary of Spanish discovery with the theme "Red Hills salutes VIVA Florida 500; the role of the horse in Florida development." The Five Flags of Florida will fly over the Elinor Klapp-Phipps Park, and the history of the horse, first brought to the United States by Spanish explorers, will be highlighted in many ways. Exhibitions and a parade of breeds are among the plans. The sport of Eventing will be featured since it evolved from the dressage of the Spanish Riding School and used in cavalry training.

In addition to generating overnight stays in commercial lodging establishments, the RHHT brings national and international media exposure for our destination in both equestrian-related media and non-equestrian print and electronic media.

Analysis:

The County has traditionally supported RHHT through the Tourism Development Council (TDC) funds with a special event grant and provided dedicated ambulance

and EMS personnel on site. For the 2012 event, the TDC awarded a grant of \$6,500 and contributed \$10,000 for EMS.

Unfortunately, RHHT is facing a number of challenges this year including the following: (1) loss of three major benefactors, (2) departure of its administrative assistant, (3) having to relocate the cross country course beginning in 2014, and (4) ability to generate sponsorship funds in this depressed economy. Total expenses for hosting the 2012 event were in excess of \$320,000. Expenditures for the 2013 event are estimated to be \$355,000.

Red Hills Horse Trials has approached the City of Tallahassee and Leon County for support through cash and in-kind services for the relocation of the cross country course in time for the 2014 event. The estimated cost of moving the course to another part of the property is from \$100,000 to \$125,000.

To host an official competition, RHHT must utilize officials sanctioned by FEI. Just some of these are: two FEI stewards, one foreign and one from the US; President of the Ground Jury FEI, who in 2013 is from Great Britain, and President of the National Ground Jury, this year from New Jersey; two additional members of each ground jury, dressage judges; two FEI-approved cross country course builders; a safety officer; a cross country controller; a show jumping course designer and five sanctioned veterinarians. The funding request is for \$6,650 to offset costs associated with travel for these sanctioned officials, \$26,200 in salaries, and \$3,500 in housing. If the Board approves the recommendation of the TDC, the funds would come from the approximately \$1 million that is in the unallocated fund balance of the Tourism Development account. At its January 10, 2013 meeting, the TDC unanimously approved a recommendation to provide the additional \$36,350 support for the 2013 event (Attachment #2), with the hope that RRHT officials can raise additional sponsorship money for the 2014 event and beyond.

In March 2007, Dr. Mark Bonn conducted an estimated economic impact study for RHHT. At that time, the event was estimated to have a total economic impact of almost \$300,000. The event has grown in both national and international importance and recognition in the last five years.

RHHT and Springtime Tallahassee are probably the area's best-known special events. RHHT is the single most important special event from the public relations standpoint, in terms of generating national and international media exposure. Some of the visitors to Tallahassee during the trials are the leaders in the equestrian community and could be excellent contacts for future economic development opportunities. According to the local RHHT organizers, the allocation of the requested funds is critical to the success of the 2013 event.

RHHT officials have expressed some concern about the future sustainability of the event, given the aforementioned challenges. With approval of this one-time funding request, the County will contribute \$50,849 (Funding request of \$36,350; \$10,000 for EMS; and awarded grant of \$4,499) toward the 2013 RHHT total expense projections of \$355,000. Staff has provided RHHT a list of local management companies to assist in raising additional sponsorship dollars for future events, and has encouraged RHHT to engage the Cultural Plan Review Committee as they evaluate community programming and funding needs.

Based on TDC's recommendation to support this request, the Board would need to approve the attached Resolution and associated Budget Amendment Request.

Options:

1. Approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials.
2. Do not approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution and Associated Budget Amendment Request
2. Memo from the Chair of the Leon County Tourist Development Council

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Print



October 31, 2014

Mr. Lee Daniel
Visit Tallahassee
106 East Jefferson Street
Tallahassee, FL 32301

Dear Lee:

As Red Hills Horse Trials, Inc., continues its effort to improve upon the event we offer each year, we would like to ask the Leon County Tourist Development Council for financial assistance with the following combination of relocation and operating expenses:

Relocation Expenses:

• Engineering study conducted by Inovia Group focused on water control, electrical improvements, and traffic and parking	\$ 17,000
• Recommended electrical improvements	30,000
• Raising and refurbishing pads for barn tent -materials	35,000
• Granite filing for footing of new arenas	15,000
Relocation Expenses Subtotal	<u>\$ 97,000</u>

Operational Expenses:

• Funding for live-streaming of the event (Total cost \$20,000)	\$ 12,000
• Funding for Public Presentation – PA system, announcers and Color-commentary for public outreach	17,000
Alternative: Funding for Foreign Officials @ \$20,000	
Operational Expenses Subtotal	<u>\$ 29,000</u>

Total Funding Request with Public Presentation Funding \$126,000

Total Funding Request with Funding for Foreign Officials \$129,000

The torrential rains experienced during the 2014 event made us critically aware that we need to reassess the layout of the venues in the park. We undertook an engineering study in order to make rational decisions about relocating venues and reworking outdated electrical infrastructure. The Sponsor Tent and the Show Jumping Arena will be moved to higher ground. Most of the electric infrastructure in the park is 17-plus years old, and has been expensively patched for several years. We plan to bring this infrastructure up to date and up to code. The move of the Sponsor Tent requires the construction of a Show Jumping arena to the east of the tent. Footing for this arena will need to be enhanced with granite filings. Dressage arenas, two of which will be in the Show Jumping Arena, will also be reworked.

Rains washed through the stabling tents in 2014, eroding the pads on which the tents are erected and the bedding in the stalls. These tent bases will require rework and an estimated \$ 35,000 in materials to slightly raise the bases of these pads and foster drainage from the stabling area. The stabling venue will not be moved.

We are expanding our public outreach in attempt to bolster sponsorship. Live-streaming of the event, with announcing and color commentary to make the broadcast appealing, will require additional outlay.

Thank you so very much for your support of the Red Hills International Horse Trials. This undertaking is truly a community effort!

Sincerely,

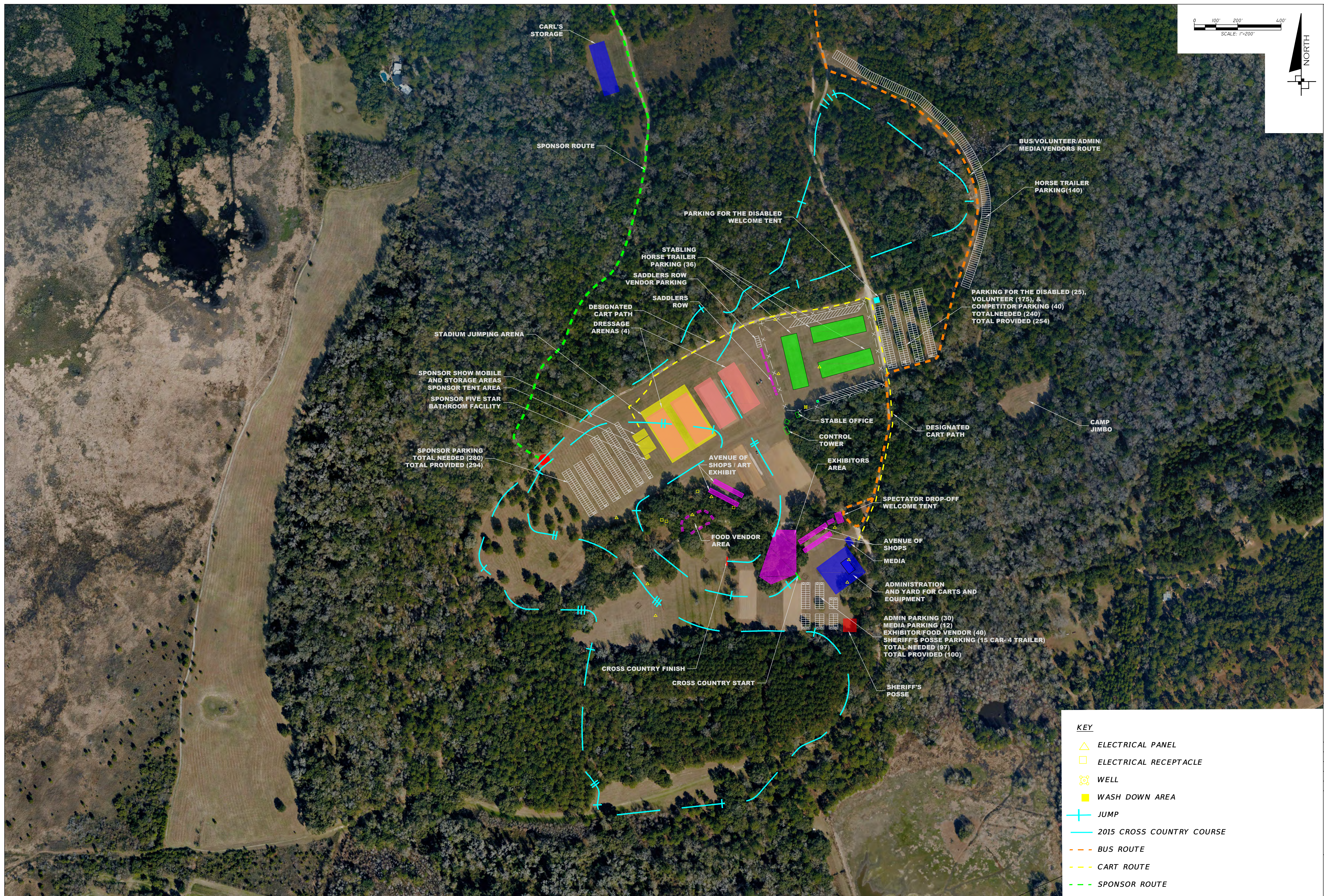
Post Office Box 14869 ♦ Tallahassee, FL 32317
(850) 580-4020 ♦ Fax (850) 580-4019

info@rhht.org

www.rhht.org

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Posted at 5:45 p.m. on December 1, 2014



0 100' 200' 400'
SCALE: 1"=200'

NORTH



1983 CENTRE POINTE BLVD.
SUITE 103
TALLAHASSEE, FLORIDA
32308
PHONE 850.298.4213
FAX 850.298.4498
WWW.INOVIAGROUP.COM
CA8225

NO.	BY	REVISIONS	DATE

PROJECT NO.: -
DRAWING FILE: J:\2931293.00\DWG\MERIAL-REV.DWG

CLIENT: RED HILLS HORSE TRIALS INC.
PROJECT: RED HILLS HORSE TRIALS EVENT PLAN
SHEET: OVERALL PLAN

KEY

- ▲ ELECTRICAL PANEL
- ELECTRICAL RECEPTACLE
- ⊕ WELL
- WASH DOWN AREA
- ⊕ JUMP
- 2015 CROSS COUNTRY COURSE
- - - BUS ROUTE
- - - CART ROUTE
- - - SPONSOR ROUTE

PLAN RELEASE STATUS

- PROGRESS PRINT
- PERMIT RELEASE
- BID RELEASE
- CONSTRUCTION RELEASE

RELEASE DATE: 1 Nov 14

	INITIAL	DATE
DRAWN BY	RMC	
CHECKED BY	RTL	
SCALE:	AS SHOWN	

RUSSELL T. LARGE, P.E.
PE NO.: 53933
DATE: 1 Nov 14

SHEET
C1

**Leon County
Board of County Commissioners**


Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Parades, Director of the Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

Fiscal Impact:

This item has a fiscal impact by redirecting 1¼-cent tourism development taxes (TDT) or an estimated \$1,125,000 beginning in FY 2015 as well as \$150,000 of general revenue for the operation of Council on Culture & Arts (COCA) as directed by the Board. The TDT funds shall be used to support the cultural plan and grant programs administered through COCA for the next five years.

In addition, rather than require the City to immediately pay back the \$502,573 owed to the County for the demolition of the Johns Building, the City will have five years to use that money to make improvements to the Capital City Amphitheater and/or Meridian building for purposes requested by the County; any balance not utilized at the conclusion of this time will be reimbursed to the County's Tourist Development Trust Fund.

(Staff recommendations are on the following page)

Staff Recommendations:

- Option #1: Approve the Third Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area (Attachment #1), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #2: Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area (Attachment #2), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #3: Approve the Interlocal Agreement among the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts (Attachment #3), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #4: Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
- Option #5: Direct staff to work with COCA to negotiate an amendment to their contract that reflects these actions as approved by the Board.

Report and Discussion

Background:

At its October 14, 2014 meeting, the Board of County Commissioners (Board) reached an agreement with the City of Tallahassee (City) regarding the reallocation of the Tourism Development Tax (TDT) currently dedicated to the performing arts center. The Board also approved the allocation of 1¼ cent to support the cultural plan and grant programs administered through the Council on Culture & Arts (COCA) for the next five years. The Board's complete recommendation is as follows:

- The CRA would maintain the \$4.1 million (currently estimated at \$5 million) fund balance (plus what was collected through September 30, 2014) set aside for culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects, which includes recommendations being subject to final approval by the County and City.
- Rather than require the City to pay back the \$502,573 owed to the County pursuant to the aforementioned agreement, the County should allow the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
- A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
- Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) to allocate a total of one-cent of TDT to support both City and County cultural grants starting in FY 2015.
 - In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will "continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff."
- Utilize the remaining ¼ cent for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.
- Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.
- Direct the Tourist Development Council to review and provide recommendation on all relevant Interlocal Agreements regarding the reallocation of TDT prior to execution.

Analysis:

In order to effectuate the recommendations made by the Board on October 14, 2014, two Interlocal Agreements between the County, City and CRA must be amended and a new Interlocal Agreement between the County and City be executed. The analysis portion of this item provides detail on each Interlocal Agreement.

Downtown District Community Redevelopment Area Interlocal Agreement:

The County, City, and the CRA entered into this agreement in June 2004, and it was subsequently amended on October 4, 2007 and February 9, 2009. This Interlocal Agreement defines the commitment of the County and the City to jointly fund the Downtown District Community Redevelopment Area Trust Fund.

In accordance to previous Board direction, the third amendment to this Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA would:

- Require all TDT funds collected on or after October 1, 2014 be retained by the County for utilization consistent with Florida law.
- Require the balance of the tourist development tax funds previously collected through and including September 30, 2014, which had been dedicated to the performing arts center(s), be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA, which includes recommendations being subject to final approval by the County and City.
- Require all funds not utilized for the purpose mentioned above would be returned to the Leon County TDT Trust Fund.

During the discussions on the amendment to the interlocal agreement, the City requested the ability to utilize the spending of \$4.1 million (currently estimated at \$5 million) fund balance previously set aside for the performing arts center to be utilized not only in the Downtown District CRA but also the Frenchtown/Southside CRA District for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects. The attached and amended interlocal agreement includes this edit to include not only in the Downtown District CRA but also the Frenchtown/Southside CRA District (Attachment #1).

Demolition and Site Preparation of the Johns Building Interlocal Agreement

On July 22, 2008, the County and City entered in an agreement regarding the use of TDT funds for costs associated with the demolition and site preparation work for the Johns Building. This project was pursued to support the development of the proposed performing arts center. However, all parties acknowledged the substantial likelihood that the proposed performing arts center led by Florida Center of Performing Arts and Education would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee

In accordance to previous Board direction, the first amendment to the Interlocal Agreement among the City, County, and the CRA of the City regarding the use of designated TDT funds for demolition and site preparation to support the proposed downtown performing arts center in the downtown district CRA would:

- Provide the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building.
- Require any balance not utilized during this period to be reimbursed to the County's Tourist Development Trust Fund.

Agreement to Ensure Funding to Support COCA

This new Interlocal Agreement ensures funding by the County and City be made available to support COCA in its mission to serve the community in the realm of the arts. Consistent with the recommendations made by the City on September 22, 2014 and subsequently the Board on October 14, 2014, this agreement would:

- Effective October 1, 2014, require to County to set aside 1 ¼-cent TDT for the use by COCA to support the cultural plan and grant programs administered through COCA for the next five years, consistent with the authorized uses of section 125.0104, Florida Statutes.
- Require ¼ cent of the TDT mentioned above, beginning FY 2016, be distributed to COCA to support the cultural plan and grant programs in each subsequent fiscal year for a five-year period.
- Effective October 1, 2014, through and including September 30, 2019, require the County and City to provide no less than \$150,000 from general revenue to support COCA's operational expenses.
- Require the City to determine and provide COCA general revenue funds, which it will deem appropriate, in order to support the cultural grant program an implementation of the Cultural Plan.
 - Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.

Tourism Development Council

Based on the Board's direction during the October 14, 2014 meeting, the Tourism Development Council (TDC) reviewed and provided recommendations on all relevant Interlocal Agreements regarding the reallocation of TDT on November 6, 2014. During this meeting, the TDC unanimously approved a motion that recommends to the Board that the Council have an opportunity to provide input, prior to final approval by the County Commission, regarding the future spending of \$4.1 million (currently estimated at \$5 million) fund balance maintained by the CRA. The approved motion also requests that the Board allow the TDC to review and approve recommendations prior to the use of the \$502,573, owed from the demolition of the Johns Building, for any future improvements of the Capital City Amphitheater and/or Meridian Building.

Conclusion

Both the County and City seek to increase support for cultural grant programs utilizing TDT revenues. Through these two amendments and the new agreement, the County and City agree to increase COCA funding utilizing TDT revenues to \$900,000 (one-cent) in FY 2015, nearly \$400,000 more than what is currently budgeted. Under this proposal, for a total of 1¼ cents (approximately \$1.125 million annually) would be directed to COCA over a five-year period starting in FY 2016. COCA's receipt of the additional ¼ cent would expire in 2020 just as the penny sales tax revenue would start being collected, which could include approximately \$250,000 annually for the Quantum Leaps Program to support cultural arts programs. The remaining ¼ cent TDT, previously dedicated to a performing arts center, would no longer be subject to the Interlocal Agreement and would revert to the Division of Tourism Development for tourism related expenses based upon prior Board guidance.

In addition, the third amendment to the Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA allows the fund balance previously set aside for the performing arts center to be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA as well as the Frenchtown/Southside CRA District. Finally, staff is also seeking Board approval to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

Therefore, staff is recommending Board the following:

- Approve the Third Amendment to Interlocal Agreement Among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area;
- Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area and;
- Approve the Interlocal Agreement by and between the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts.
- Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
- Direct staff to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

Options:

1. Approve the Third Amendment to Interlocal Agreement Among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area(Attachment #1), and authorize the Chairman to execute in a form approved by the County Attorney.
2. Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area (Attachment #2), and authorize the Chairman to execute in a form approved by the County Attorney.
3. Approve the Interlocal Agreement by and between the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts (Attachment #3),), and authorize the Chairman to execute in a form approved by the County Attorney.
4. Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
5. Direct staff to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.
6. Board direction.

Recommendation:

Options #1, #2, #3, #4, and #5.

Attachments:

1. Third Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area
2. First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area
3. Interlocal Agreement among the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts

THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA

This Third Amendment to the Interlocal Agreement is made and entered into as of this ____ day of December, 2014, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the “City”), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the “Agency”).

RECITALS

WHEREAS, the County, City, and Agency entered into the Interlocal Agreement as of the 23rd day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009 (collectively the “Agreement”); and

WHEREAS, the Agreement includes provisions dedicating certain tourist development tax proceeds for the debt service, construction, and/or operational costs of a performing arts center(s); and

WHEREAS, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the “Parties”) to discontinue dedicating tourist development tax proceeds for a performing arts center(s), and to reallocate the previously dedicated tourist development tax proceeds for other projects, programs and expenses consistent with the uses of such tax proceeds as set forth in section 125.0104, Florida Statutes; and

WHEREAS, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County’s Board of County Commissioners, and jointly executed by the Parties; and

WHEREAS, the Parties desire to enter into a third amendment to the Agreement to modify the provisions relating to the dedication, allocation, and use of tourist development tax proceeds.

NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. Section 6.a. of the Agreement is hereby deleted, replaced, and superceded by the following:

a. Tourist Development Tax.

- (1) The tourist development tax funds (the "Funds") in the amount of \$5,042,522 previously collected through and including September 30, 2014, which had been dedicated exclusively for the debt service, construction and/or operational costs of a performing arts center(s) in the Downtown District Community Redevelopment Area, shall be set aside for use by the Agency consistent with this Section 6.a. of the Agreement. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the County's general fund.
 - (2) The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City, related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects. The Funds may be utilized in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. The Funds shall be utilized for projects, programs and expenses authorized under section 125.0104, Florida Statutes.
 - (3) All tourist development tax funds collected on and after October 1, 2014, shall be retained by the County for utilization consistent with section 125.0104, Florida Statutes.
 - (4) Any portion of the Funds not utilized by the Agency, shall be returned to or otherwise be made available to the Leon County Tourist Development Tax Trust Fund, upon the termination or expiration of the Agency.
2. Section 6.h. of the Agreement is hereby deleted in its entirety.
 3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.
 4. This Third Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 20____.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

Approved as to Form:
Leon County Attorney's Office

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

BY: _____

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

Date: _____

CITY OF TALLAHASSEE

BY: _____
Andrew D. Gillum, Mayor

Approved as to Form:

ATTEST:
BY: _____
James O. Cooke, IV
City Treasurer/Clerk

BY: _____
Lewis E. Shelley, Esq.
City Attorney

Date: _____

**TALLAHASSEE COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Andrew D. Gillum, Chair

Date: _____

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE USE OF DESIGNATED TOURIST DEVELOPMENT TAX FUNDS FOR DEMOLITION AND SITE PREPARATION TO SUPPORT THE PROPOSED DOWNTOWN PERFORMING ARTS CENTER IN THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA

This First Amendment to the Interlocal Agreement is made and entered into as of this _____ day of December, 2014, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the “City”), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the “Agency”).

RECITALS

WHEREAS, the County, City, and Agency (hereinafter collectively referred to as the “Parties”) entered into an Interlocal Agreement as of the 23rd day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009, regarding the Downtown District Community Redevelopment Area (the “District”); and

WHEREAS, in 2007 the City entered into an Option Agreement for Sale and Purchase with the Florida Center for Performing Arts and Education, Inc. (“Florida Center”) for the Johns Building Block for the purposes of constructing a Performing Arts Center subject to the Florida Center meeting certain milestones to demonstrate the capacity to fund the construction of proposed Performing Arts Center; and

WHEREAS, the Parties entered into a subsequent Interlocal Agreement as of the 22nd day of July, 2008 (the “Agreement”), relating specifically to the use of Tourist Development Tax funds for costs associated with the demolition and site preparation work on City property located at the Johns Building Block to support the development of the proposed Performing Arts Center; and

WHEREAS, Tourist Development Tax funds in the amount of \$502,573.38 were utilized for the demolition and site preparation work on the Johns Building Block property; and

WHEREAS, the Parties recognize that the Florida Center has failed to meet certain required milestones necessary to demonstrate its capacity to construct the Performing Arts Center at the Johns Building Block site; and

WHEREAS, the Agreement requires that the \$502,573.38 expended for the demolition and site preparation work on the Johns Building Block site, be reimbursed to the County should certain conditions subsequent occur; and

WHEREAS, the Parties agree that it is in their best interests to allow the City to utilize all or part of the \$502,573.38 in Tourist Development Tax funds to make improvements for the benefit of the Capital City Amphitheater; and

WHEREAS, the Parties agree that at the conclusion of a five-year period of time, any portion of the \$502,573.38 in funds that have not been expended in accordance with this Agreement shall be returned to the County's Tourist Development Trust Fund; and

WHEREAS, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the Parties; and

WHEREAS, the Parties desire to enter into a first amendment to the Agreement to modify the provisions relating to the return or use of the \$502,573.38 in Tourist Development Tax funds.

NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. The Recitals set forth above are incorporated herein as if fully set forth below.
2. Section 5 of the Agreement is hereby deleted, replaced, and superceded by the following:

Section 5. Reimbursement of Tourist Development Tax Funds.

The City shall make improvements for the benefit of the Capital City Amphitheater in the amount of \$502,573.38 by or before September 30, 2019. The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County. The expenditures for the improvements shall be limited to those authorized under section 125.0104 of the Florida Statutes.

In the event that the City fails to expend \$502,573.38 for improvements for the benefit of the Capital City Amphitheater by or before, September 30, 2019, the City shall refund to the County the difference between the amount expended and \$502,573.38. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the City's general fund.

On September 30, 2019, any portion of the \$502,573.38 in Tourist Development Tax funds, not encumbered or expended for the purposes set forth in this Section 5, shall be reimbursed and returned to the County and deposited in the County's Tourist Development Trust Fund, not later than thirty (30) days thereafter.

3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.

4. This First Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this _____ day of _____, 20_____.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

Date: _____

ATTEST:
Bob Inzer, Clerk and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE

BY: _____
Andrew D. Gillum, Mayor

Date: _____

ATTEST:

BY: _____
James O. Cooke, IV
City Treasurer/Clerk

Approved as to Form:

BY: _____
Lewis E. Shelley, Esq.
City Attorney

**TALLAHASSEE COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Andrew D. Gillum, Chair

Date: _____

DRAFT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2014, by and between the City of Tallahassee, a Florida municipal corporation, created and existing under the laws of the State of Florida (“City”), and LEON COUNTY, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the County and the City recognize that the Council on Culture and Arts (“COCA”) was created to stimulate greater governmental and public awareness and appreciation of the arts in the Leon County community; encourage and facilitate greater opportunities for County and City residents to participate in artistic activities; promote the creative development of local artists, art institutions, and community organizations which sponsor artistic activities; and to assess the needs of the community in regard to the arts, artists, art institutions and community organizations sponsoring arts activities; and provide financial and technical assistance to artists, art institutions and audiences; and

WHEREAS, the Cultural Plan Review Committee adopted the Capital Area Cultural Plan on December 16, 2013, which was accepted by the County on February 25, 2014 and the City on February 12, 2014; and

WHEREAS, the County and City wish to enter into an agreement that will ensure that appropriate levels of funding are made available to support COCA in its mission to serve the community in the realm of the arts and to support programming designed to enhance economic development through tourism; and

DRAFT

WHEREAS, the County and City desire to enter into an agreement to accomplish the public purposes set forth in these recitals.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is being acknowledged, the County and City hereby agree as follows:

1. Term and Effective Date.

The Term of this Agreement shall commence on October 1, 2014 and shall continue until September 30, 2021. This Agreement shall be effective upon full execution by the Parties hereto.

2. County Obligations.

The County has the following obligations under this Agreement:

- a. For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the County shall collect and allocate for use by COCA

one and twenty-five one hundredths (1.25) cent of the five (5) cent Tourist Development Tax imposed by the County. The funds shall be utilized by COCA for the support of the cultural grant program and implementation of the Cultural Plan. Any such expenditures must be authorized as provided under and in accordance with section 125.0104, Florida Statutes.

The funds comprising one (1) cent of the Tourist Development Tax shall be available for the use by or on behalf of COCA in the fiscal year the funds are collected.

The funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax shall be available for the use by or on behalf of COCA in the fiscal year immediately following the year in which the funds are collected. For example, the funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax collected in fiscal year 2014-15, shall be disbursed to or on behalf of COCA in fiscal year 2015-16.

b. For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the County shall budget and allocate not less than One Hundred Fifty Thousand Dollars (\$150,000.00) per annum from its general revenue fund for use by COCA for its operational expenses and implementation of the Cultural Plan.

3. City Obligations.

The City shall have the following obligations under this Agreement:

For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the City shall allocate not less than One Hundred Fifty Thousand Dollars (\$150,000.00) per annum from its general revenue fund for use by COCA for its operational expenses and implementation of the Cultural Plan.

4. Tourist Development Council.

Upon the request of COCA, the Tourist Development Council shall offer and provide guidance on the eligibility of expenditures of Tourist Development Tax funds in support of cultural grant program funding by COCA.

5. Termination.

If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, upon compliance with the provisions set out in Section 5, terminate its performance and any duties arising under this Agreement.

6. Conflict Resolution.

a. 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."

b. 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.

c. 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.

d. 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).

1. 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.

2. 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.

3. 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.

7. Indemnification.

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

8. General Provisions.

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.
- b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

- d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.
- g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- h. Ambiguity. This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- i. Public Bodies. It is expressly understood between the Parties that the City is a public body corporate under the laws of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- k. Costs and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.
- l. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be

invalid, the remaining Sections and parts shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date set forth above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

By: _____
Andrew D. Gillum, Mayor

ATTEST:
Bob Inzer
Clerk and Comptroller
Leon County, Florida

ATTEST:
By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____

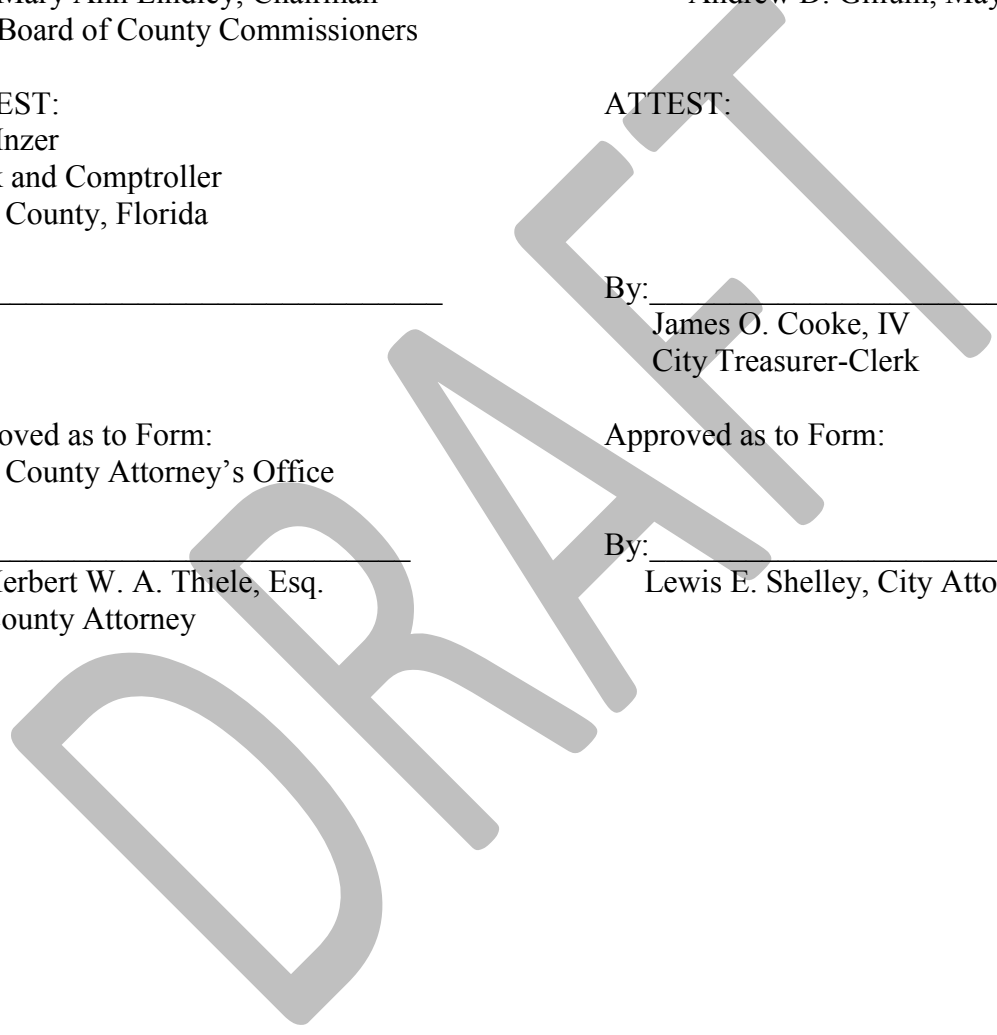
By: _____
James O. Cooke, IV
City Treasurer-Clerk

Approved as to Form:
Leon County Attorney's Office

Approved as to Form:

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

By: _____
Lewis E. Shelley, City Attorney



**Leon County
Board of County Commissioners**


Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the FY 2013/14 Primary Healthcare Program Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn D. Calabro, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Rosemary F. Evans, Financial Compliance Manager

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the FY 2013/14 Primary Healthcare Program Annual Report (Attachment #1).

Report and Discussion

Background:

Access to healthcare remains a priority for Leon County. The County's Primary Healthcare Program was established in 2001 to help increase the provision of health services for uninsured and low-income residents. The Primary Healthcare Program is administered through the Office of Human Services and Community Partnerships. The goal of the program is to improve the health of citizens by providing quality and cost effective services through collaborative community partnerships.

In keeping with the vision of the County, the program provides funding to support CareNet. CareNet is a collaborative partnership designed for the purpose of expanding access to healthcare through County funding and improved coordination of care. CareNet partners are Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Capital Medical Society Foundation/We Care Network (We Care), FAMU College of Pharmacy and Pharmaceutical Services (FAMU), Apalachee Center (Apalachee), and Tallahassee Memorial HealthCare (TMH).

Funding is provided to all of the CareNet partners through the Primary Healthcare Program with the exception of TMH, which receives Trauma Center funding separately. TMH helps ensure patients receive appropriate follow-up after emergency department or other hospital services, and helps patients establish a medical home, if needed, through its Transition Center. TMH coordinates with the CareNet providers for improved continuity of care. Collectively, these agencies, along with County support, serve as an invaluable safety net for residents who would otherwise go without needed healthcare services.

Funding of these healthcare services through the Primary Healthcare Program is essential to the following FY2012-FY2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Implement strategies to improve medical outcomes and survival rates (2014).

This particular Strategic Initiative aligns with the Board's Strategic Priority – Quality of Life

- Maintain and further develop programs and partnerships necessary to support and promote a healthier community including access to healthcare and community-based human services. (Q3)

In preparation for the March 11, 2014 Primary Healthcare workshop, and to fully understand the impacts of the Affordable Care Act (ACA) on the CareNet model, the County engaged Mercer to prepare a report. The Mercer report, provided to the Board, identified a population of residents who are not eligible for health insurance through Medicaid or the Federal Health Insurance Marketplace (Attachment #2). This population lives at or below 100% of the Federal Poverty Level, which is the population Leon County has targeted through its contracts with the CareNet providers.

Without the expansion of Medicaid in Florida, this coverage gap will continue to exist, and these residents will continue to lack health insurance coverage. Mercer validated that the CareNet program meets a vital need for those in the coverage gap that is not met by any other program.

Analysis:

The Board has been actively engaged in primary healthcare issues over the past year, including the examination of the Affordable Care Act's impact to the County's CareNet Program detailed in the Mercer Study, a space analysis for NMC, conducted primary healthcare workshops in March and May of 2014, hosted a Community Day of Dialogue to Improve Health in April, and advocated for the Legislature to expand Medicaid.

The March and May 2014 primary healthcare workshops presented a number of important healthcare subjects to the Board. The Mercer study showed the value of Leon County's support of the CareNet program and detailed its continued relevance to our healthcare system, despite the Affordable Care Act. A space needs analysis conducted for NMC confirmed that the Old Bainbridge Road location of the Leon County Health Department (LCHD) was not a feasible solution and NMC has subsequently entered into an agreement to use space in LCHD's Orange Avenue location. The workshops offered multiple options for the Board's consideration if it wished to change its current role in the provision of healthcare services to the uninsured.

As described in the workshops and in the FY 2013/14 Primary Healthcare Program Annual Report (Attachment #1), the Day of Dialogue produced a number of ideas contributed by a broad cross-section of healthcare stakeholders. A byproduct of the Day of Dialogue is the diabetes partnership agreement between Bond, NMC, and FAMU, which has been executed and is in progress.

As detailed in the November 18, 2014 status report, presented to the Board in late March, it was announced that NMC won the Health Resources and Services Administration's (HRSA) Service Area Competition grant. With this grant came NMC's designation as a Federally Qualified Health Center (FQHC) and an expansion of its locations and services. Bond's loss of this grant funding meant it went through a major transition as well. The result was Bond's application for and approval as an FQHC Look-Alike, a designation that provides some funding opportunities and the ability to get discounted drug pricing through the 340b designation of its pharmacy operations. Staff has been coordinating with the local CareNet agencies to ensure the funding shifts do not adversely affect the vulnerable populations seeking services from these providers. Throughout this process, staff has provided the Board regular updates, status reports, and budget discussion items. NMC and Bond have applied for a number of funding opportunities, including through the Agency for Health Care Administration (AHCA) and HRSA; and the Board has fully supported these efforts by providing local match dollars and letters of support.

In summation of the Primary Healthcare Program's past year, this item provides the FY 2013/14 Primary Healthcare Program Annual Report (Attachment #1). The following are highlights from the year that are included in the report:

- The Office of Human Services and Community Partnerships (HSCP) successfully launched the HSCP Management System, a web-based database used to track patients served through the Primary Healthcare Program, with the goal of expansion to all functions and divisions of HSCP. The system aims to improve the accuracy of patient information received from the providers to ensure contract compliance and better track how residents use CareNet services.
- Bond reported 4,500 primary care patient visits and 510 mental health visits for low-income, uninsured Leon County residents.
- NMC reported 3,344 primary care patient visits and 628 mental health visits for low-income uninsured Leon County residents.
- We Care reported donated specialty medical care valued at more than \$2 million and donated dental care valued at \$119,024, serving 892 low-income, uninsured Leon County residents.
- Apalachee Center reported 12,127 visits were provided to 842 low-income, uninsured Leon County residents.
- FAMU Pharmacy filled 16,680 prescriptions valued at \$711,392.41, including assisting patients with applying for 566 patient assistance programs.
- The County provided \$562,280 in matching funds on behalf of Bond, which allowed Bond to draw down \$1,435,225 in Federal and State funds.
- The County partnered with TMH to provide \$55,531 in matching funds for NMC, which resulted in a total payment of \$212,275 to NMC from TMH.

The annual report provides additional information on the NACo Prescription and Dental Discount Program, the Community Health Coordinating Committee, and maternal and child health as requested by the Board. This report illustrates the soundness of the County's investment in healthcare services, as a total of \$1,739,582 was allocated to CareNet agencies, with a reported value of services of more than \$8.8 million. For every \$1.00 of County tax revenue expended, \$5.07 in health services were provided to low-income, uninsured residents.

Options:

1. Accept the FY 2013/14 Primary Healthcare Program Annual Report.
2. Do not accept the FY 2013/14 Primary Healthcare Program Annual Report.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. FY 2013/14 Primary Healthcare Program Annual Report
2. Mercer Report



**Office of Human Services and
Community Partnerships
Primary Healthcare Program**

**Annual Report
FY 2013/14**

December 9, 2014

Promoting Transparency, Accountability & Accessibility

This is the Human Services and Community Partnerships Primary Healthcare Program Annual Report to the Board of County Commissioners. The report provides an overview of program services, performance and partnerships during Fiscal Year 2013/14 (October 1, 2013-September 30, 2014)

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Primary Healthcare Program Overview

Access to healthcare has been a priority for Leon County for many years. On August 31, 1999, the Health Care Advisory Council, a committee established by the County and City Commissions, advocated that local government take the lead in guaranteeing that all citizens of Leon County have access to healthcare. After several months of research and planning, during the Budget Workshop on July 24, 2001, the Board unanimously approved funding for healthcare services for uninsured and indigent residents of Leon County. Subsequently, during the regular Board meeting on December 11, 2001, staff was directed to proceed with implementation of the Primary Healthcare Program utilizing the CareNet Model to support the provision of health services. CareNet is a public/private sector partnership between the Board of County Commissioners and local healthcare providers designed specifically to address the disparity in access to care for low income and uninsured populations.

Leon County's Primary Healthcare Program is administered through the Office of Human Services and Community Partnerships. The goal of the Primary Healthcare Program is to improve the health of citizens by providing quality and cost effective health services through collaborative community partnerships. In keeping with the vision of the County, the program provides funding to support the provision of healthcare services to uninsured residents who are, based on Federal Poverty Guidelines, indigent.

The Primary Healthcare Program staff has the following functional responsibilities:

- Collaborate with federal, state, county, and/or community agencies in order to assess the health status of Leon County and establish a plan to improve access to quality health services and ensure effective and efficient delivery of County funded services.
- Exercise internal controls and a quality management strategy to promote and ensure excellence in service delivery.
- Monitor, review and evaluate County-funded and contracted health services, activities, and expenditures to ensure fiscal and program compliance.
- Pursue alternative funding and resources to expand access to healthcare for indigent and uninsured populations.
- Serve as liaison to the County's *Community Health Coordinating Committee*, which provides a forum for citizen participation in healthcare planning and dialogue to address community concerns and problems regarding healthcare.

The CareNet collaborative is designed for the purpose of providing cost effective primary and specialty healthcare services in a coordinated continuum of care. Objectives of CareNet are as follows:

- To provide access to primary care and specialty medical services in a cost effective and efficient manner.
- To leverage County, State, Federal and private funds to the highest extent possible.
- To maintain continuity of primary care through services provided by CareNet partners.
- Reduce non-emergent hospital emergency room visits by Leon County residents.

CareNet Partners

Partnering with community health providers is essential in helping to ensure that residents have access to care. The following are collaborative partners, collectively referred to as CareNet:

- Apalachee Center, Inc.
- Bond Community Health Center, Inc.
- Neighborhood Medical Center, Inc.
- Florida Department of Health in Leon County
- Florida A & M University College of Pharmacy and Pharmaceutical Sciences
- Capital Medical Society Foundation/We Care Network
- Tallahassee Memorial HealthCare, Inc.

Primary Healthcare Program Funding

For more than a decade, the County has provided funding to CareNet agencies to support efforts to provide critical health services to uninsured and indigent residents of Leon County. During the Budget Workshop on June 14, 2005, the Board reduced the Primary Healthcare Municipal Service Taxing Unit to 0.00 mil. Since that time, the County has funded the Primary Healthcare Program through general revenue. Over the last few years, the County has allocated close to \$2 million annually for health services. During FY 2013/14, funding to CareNet agencies totaled \$1,739,582. As reflected in *Table 1, Primary Healthcare Program Funding FY 2009/10 – FY 2013/14*, County funding to CareNet agencies has remained constant. The table illustrates program funding for the last five years.

Office of Human Services and Community Partnerships
Primary Healthcare Program
Annual Report FY 2013/14

Table 1. Primary Healthcare Program Funding FY 2009/10 – FY 2013/14

Agency	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14
Bond Primary Care	\$329,380	\$332,052	\$332,052	\$332,052	\$332,052
Bond Women & Children	\$248,260	\$245,588	\$245,588	\$245,588	\$245,588
Bond Mental Health	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Bond Pharmacy*	\$88,750	\$177,500	\$177,500	\$177,500	\$177,500
<i>Total Bond Funding</i>	<i>\$716,390</i>	<i>\$805,140</i>	<i>\$805,140</i>	<i>\$805,140</i>	<i>\$805,140</i>
Neighborhood Medical Center (NMC) Primary Care	\$416,740	\$416,740	\$416,740	\$416,740	\$416,740
NMC Mental Health	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<i>NMC Total Funding</i>	<i>\$466,740</i>	<i>\$466,740</i>	<i>\$466,740</i>	<i>\$466,740</i>	<i>\$466,740</i>
Capital Medical Society Foundation-We Care Network	\$130,043	\$130,043	\$130,043	\$130,043	\$130,043
FAMU Pharmacy**	\$266,250	\$177,500	\$177,500	\$177,500	\$177,500
Florida Healthy Kids	\$7,514	\$3,777	\$2,488	\$2,488	\$2,488
Apalachee Center, Inc.***	\$157,671	\$157,671	\$157,671	\$157,671	\$157,671
Total Funding	\$1,744,608	\$1,740,871	\$1,739,582	\$1,739,582	\$1,739,582

*Bond began administration of its Pharmacy Program in April 2010 which was previously administered by FAMU

**This allocation funds pharmacy services at Neighborhood Medical Center and Florida DOH- Leon County

***Non-mandated mental health services

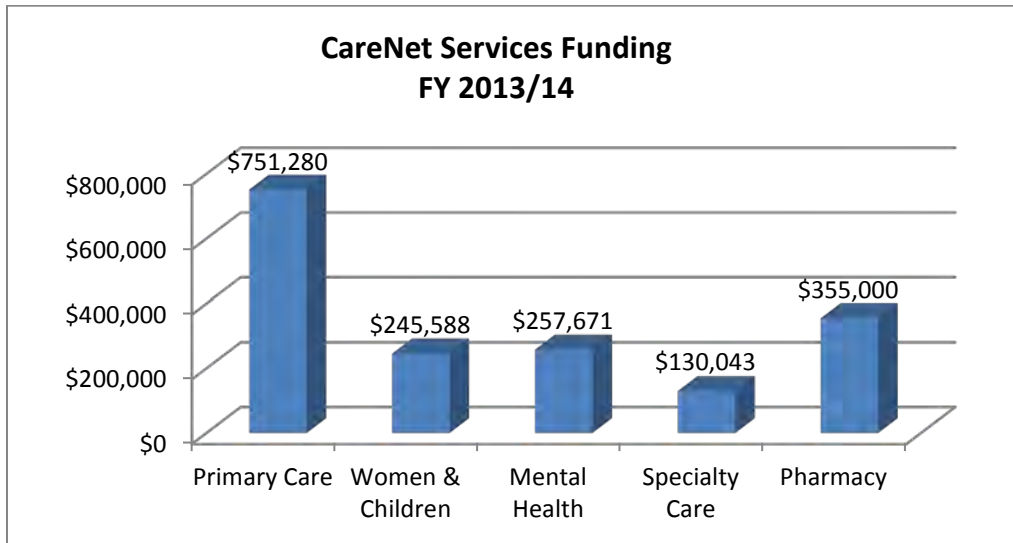
The report illustrates the soundness of the County’s investment in healthcare services for uninsured residents with low incomes. Based on the value of services reported by CareNet agencies, the community benefit realized is \$5.67 in health services for every \$1.00 of County tax revenue expended for the County’s Primary Healthcare Program.

CareNet Provider Services

The following table illustrates the type of services funded by the County. *Table 2, CareNet Services*, provides a breakdown of the distribution of funding for each type of service provided by CareNet partners. As shown, the majority of the funding is allocated for primary care, followed by pharmacy or prescription assistance.



Table 2. CareNet Services Funding FY 2013/14



Demonstrating Performance & Results

To ensure success of the program and provide an appropriate level of accountability, monthly reporting is required of CareNet providers and includes the following to ensure that patients are not duplicated by receiving treatment from multiple programs for the same services:

- A comprehensive list of uninsured Leon County residents served via CareNet funding and accompanying documentation.
- The number of total patients seen for the period and total number of patient encounters.
- Description of patient encounters and services provided to patients served via CareNet funding.

To qualify as a client for the Primary Healthcare Program, the person must:

- Be a resident of Leon County
- Live below 100% of FPL
- Be ineligible for Medicaid
- Sign a Client Participation Agreement indicating they understand what they are applying for

These requirements have been included in Leon County's contracts with the CareNet providers for the duration of the CareNet program. In previous years, CareNet agencies were only

monitored for the documentation to back up these eligibility rules at on-site monitoring one - two times per year. Previous years' monitoring completed by County staff found that the documentation provided by the primary care providers was missing or erroneous in many cases.

HSCP Management System

As a way to better connect how Leon County residents were interacting with and receiving services from the Office of Human Services and Community Partnerships and ensure the intended population was being served, the HSCP Management System database was created. It is designed to be used by the CareNet agencies to provide electronic copies of the documentation that has always been required to the County on a regular basis, instead of the sampling done at an annual on-site monitoring. The system not only provides this added level of accountability, it also allows County staff to see how clients are interacting with the various CareNet agencies. With continued analysis of the data, the intent is to provide services to clients in a more efficient and holistic way.

There are six uploads required for each client uploaded to the system. Once these documents are added, they are valid for a year, meaning the providers can bill subsequent visits for the client without having to upload new documents for each visit. The six documents are:

- Photo ID to prove the identity of the person
- Proof of residency if photo ID does not indicate Leon County residency
- Pay stubs or other income documentation provided by client
- Screenshot or uploaded form showing client's FPL percentage
- Screenshot or printout from Medicaid system indicating client does not have Medicaid for date of visit
- Signed and witnessed Client Participation Agreement

The client must provide the photo ID, proof of residency, and income documentation to the provider for upload. These are basic documents asked for by providers to determine eligibility for any sliding fee scale, not solely the Primary Healthcare Program. The remaining documents are standard intake documents maintained by the provider.

Annual Monitoring

In addition, annual monitoring is conducted to ensure compliance. Leon County Office of Human Services and Community Partnerships staff conducts the monitoring visits, with assistance from a Leon County Health Department nurse for the clinical review. The following terms are included in each of the CareNet provider contracts:

- No funds for staffing will be provided until such time as the staff member has been hired and actively performing services.
- All invoicing and reporting must be completed prior to the disbursement of funds.

-
- Restriction of county funding to verified Leon County residents only.
 - Restriction of county funding to uninsured and financially indigent residents only.

Staff conducted on-site monitoring visits for Bond Community Health Center and Neighborhood Medical Center. Monitoring results for Bond Community Health Center and Neighborhood Medical Center were satisfactory and both organizations were found to be in compliance on all patient care and eligibility criteria.

Primary Care

Bond Community Health Center (Bond) and Neighborhood Medical Center (NMC) provide a wide range of primary care services. Bond and NMC accept patients by appointment, walk-in and upon referral from hospital emergency departments. Both health centers staff social workers and case managers for patient follow-up and care coordination. The health centers provide extended hours of operation to increase access to care. Disease management services are offered to patients with chronic conditions such as diabetes and hypertension. In addition, pharmacy services are available to facilitate ease of access to and management of prescription medications. Tallahassee Memorial HealthCare (TMH) and Capital Regional Medical Center (CRMC) each provide patients with community health information and referrals for follow-up as needed. If a patient does not have a primary care provider or is uninsured, they may be referred to Bond or NMC to establish a medical home for continued care.

Bond Community Health Center, Inc.

The County provided \$805,140 in funding to Bond for healthcare services. Of this amount, \$562,280 was utilized as matching funds to secure State and Federal Low Income Pool grants. In FY 2013/14, Bond reported 4,500 primary care patient visits for low-income, uninsured Leon County residents.

The agreement required the provision of ambulatory, preventive and primary care, including but not limited to, diagnostic and therapeutic services, as well as family planning and prenatal care. Bond was reimbursed \$125 per patient visit, up to the contracted amount. In addition, mental health services funding in the amount of \$50,000 were included in the agreement. The agreement included \$177,500 for pharmacy staffing; 1.0 FTE Pharmacy Manager at \$120,000 (salary/fringe); 1.0 FTE Pharmacy Technician for \$42,000 (salary/fringe); and .50 FTE Patient Assistance Program (PAP) Technician for \$15,500 (salary/fringe).

County Cash Matches for Bond Grant Funding

Office of Human Services and Community Partnerships
Primary Healthcare Program
Annual Report FY 2013/14

In an effort to continue leveraging County funds to expand access to healthcare services, of its allocations to Bond, Leon County remitted matching funds to the Agency for Health Care Administration (AHCA) on behalf of Bond for Low Income Pool grant funding as shown in *Table 3, Matching Funds to the Agency for Health Care Administration*, the County’s local match is based on the annual Federal Medical Assistance Percentages (FMAPs) which are used in determining the amount of Federal matching funds for State expenditures for certain social services, and State medical/insurance expenditures.

Table 3. Matching Funds to the Agency for Health Care Administration

Grant	County Match FY2013/14	State & Federal Funding	Total Community Benefit
ER Diversion	\$130,800	\$369,200	\$500,000
Specialty Care	\$25,088	\$96,287	\$121,375
Uncompensated Care	\$29,335	\$41,639	\$70,974
Primary Care Expansion	\$67,454	\$95,755	\$163,209
ER Diversion	\$252,200	\$747,800	\$1,000,000
Uncompensated Care	\$57,403	\$84,544	\$141,947
Total	\$562,280	\$1,435,225	\$1,997,505

The funds provided to AHCA are a match and do not require additional County funds. The match is provided from Bond’s current Primary Healthcare allocation. Funding is remitted to AHCA and AHCA provides funding to Bond, inclusive of the County, State and Federal dollars. The cash matches leveraged on behalf of Bond allowed Bond to draw down almost \$2 million in Federal and State funds. The following provides an overview of each grant that the County provides matching funds for on behalf of Bond.

Uncompensated Care: The State of Florida Department of Health provides this funding for the Low Income Pool (LIP) for Federally Qualified Health Centers. The funding is utilized for administrative and clinical staffing.

ER Diversion: The State of Florida Low Income Pool “*Enhanced Primary Care Funding*” Initiative is designed to reduce unnecessary emergency room visits and preventable hospitalizations by providing management, improving patient compliance and coordinating services.

Primary Care Expansion: These funds support projects designed to start-up new primary care or enhance existing primary care programs.

Specialty Care: The purpose of the funding is to address a critical need for specialty care service providers and support staff for ophthalmology, physical therapy, and podiatry.

Neighborhood Medical Center, Inc.

Leon County's agreement with NMC provided \$466,740 and required the provision of ambulatory care for children and adults, preventive and primary healthcare, including, but not limited to diagnostic and therapeutic services. NMC was reimbursed \$125 per patient visit, up to the contracted amount. Funding for mental health services was included in the amount of \$50,000. During FY 2013/14, NMC reported that the health center has provided 3,344 primary care patient visits for low-income, uninsured Leon County patients.

County Cash Matches for NMC Grant Funding

The County partnered with TMH to secure Low Income Pool grant funds for a collaborative partnership with NMC. The Board allocated \$55,531 of NMC's primary healthcare funding towards an ACHA match, which did not require any additional funding. The \$55,531 was matched with \$156,744 in Federal Medical Assistance funding for a total payment to NMC of \$212,275. The TMH and NMC partnership funded projects include HIV/AIDS services and maternal and child health.

Florida KidCare/Healthy Kids

During this fiscal year, the County provided \$2,488 for insurance coverage for eligible children. The State Children's Health Insurance Program (SCHIP) for Florida is an umbrella organization known as Florida KidCare. KidCare is comprised of Medicaid, MediKids, Healthy Kids, and the Children's Medical Service (CMS) Network. The Healthy Kids Corporation health insurance program requires local match funds for participation. Currently, Chapter 624.91 F.S. permits local match credits for in-kind contributions and other efforts on behalf of children's health.

Mental Health Services

Mental health and physical health are interrelated components of overall health and are best treated in a coordinated system of care. Funding is provided to Bond, NMC, and Apalachee Center for the integration of mental health services in the primary care setting. Each agency provides screening and treatment of behavioral health problems.

To further expand the availability of mental health services, NMC and Bond each received \$50,000 to provide mental health services integrated in the primary care setting. Each health

center was reimbursed \$80 per patient visit for mental health services, up to 625 patient visits each. NMC was reimbursed for 625 patient visits and Bond was reimbursed for 510 patient visits.

Apalachee received \$157,671 to fund mental health patient visits. Mental health services are provided by an ARNP, Case Manager, Psychiatrist, and Comprehensive Community Support Team. Reimbursement to Apalachee ranged from \$9.47 per quarter hour for the Comprehensive Community Support Team services to \$68.53 per quarter hour for psychiatric/ARNP services. Apalachee reported 12,127 visits were provided to 842 uninsured patients during FY 2013/14. This included visits for psychiatric evaluations, medication management, and case management.

Specialty Medical Care and Dental Services

Capital Medical Society Foundation - We Care Network

Important to the delivery of health services is the continuum of care provided by Capital Medical Society Foundation's We Care Network (We Care). We Care provides specialty medical services and dental services to eligible patients. Through coordination with the primary care providers and hospitals, We Care utilizes a network of volunteer dentists and specialty physicians to take care of client needs that cannot be addressed by the primary care physician. Availability of specialty care is limited by the capacity of various volunteer specialists who donate their services.

Funding to the We Care Network supports personnel costs; Program Coordinator, Case Managers, and a Case Management Aide. The FY 2013/14 Agreement between Leon County and We Care provided \$130,043 and required the provision of care coordination and patient assistance, such as bus passes for medical appointments or dentures. We Care billed the County \$10,836 monthly. This represents 1/12 of its funding allocation. We Care reported that more than \$2 million in donated specialty medical care was provided. Donated dental care was valued \$119,024. We Care served 892 Leon County residents in FY 2013/14.

Pharmacy Services

The Florida A & M University College of Pharmacy and Pharmaceutical Sciences (FAMU) provides pharmacy services at NMC and the Leon County Health Department. Bond administers pharmacy services at its health center. Prescription medications are dispensed with affordable co-pays and prescription assistance is provided to eligible patients. In addition, the pharmacy provides educational services on appropriate drug utilization. The Patient Assistance Program is

administered at each pharmacy to assist patients in receiving medically necessary brand medications, which are typically very costly.

Leon County provided \$177,500 to FAMU to support coordinated and unified pharmacy services for indigent clients at NMC, the two local hospitals, and Richardson-Lewis Health Center (Leon County Health Department). The funding provides \$59,000 for two Pharmacy Technicians; a Pharmacy Manager, including fringe and benefits at \$103,200; MedData Services and Software for \$9,158; and Equipment and Sales for \$6,142. FAMU bills the County monthly, at a rate of 1/12 of its funding allocation, or \$14,791.

FAMU reported more than 13,000 prescriptions have been filled at NMC for a retail value of more than \$130,000. FAMU also administers a Patient Assistance Program (PAP) which provides discounted brand or specialty drugs. There were 566 PAP prescriptions dispensed, valued at more than \$575,000. FAMU reports that at the Health Department site, 3,541 prescriptions were filled, valued at almost \$5,500.

During the fiscal year, Bond reported more than 39,000 prescriptions had been filled, valued at more than \$2.5 million. Bond also operates a Patient Assistance Program (PAP) which provides discounted brand or specialty drugs. Bond provided 604 PAP prescriptions at a value of more than \$250,000.

Engaging Citizens & Partnering With Our Community

Day of Dialogue

On September 24, 2013, staff received approval from the Board to apply for the National Association of Counties' (NACo) Community Dialogues to Improve Health Initiative (Day of Dialogue) to host a one-day community dialogue to strategize efforts in coordinating healthcare in the community. Leon County was selected as one of six counties to participate in the Community Dialogues to Improve Health. On January 21, 2014, the Board scheduled the Day of Dialogue for April 3, 2014. County staff worked with representatives from NACo, the Robert Wood Johnson Foundation, and the University of Wisconsin Population Health Institute to develop the day's agenda.

Community stakeholders including CareNet partners, local hospitals, and universities were invited to discuss and identify opportunities to enhance the CareNet program through greater community collaboration and the establishment of formal partnerships. The event was held at the Florida Department of Health in Leon County's Orange Avenue location from 8:30 a.m. until 3:00 p.m.

The overarching theme for the day was related to enhancing access to care in Leon County. The day was divided into four panel discussions, with the invitees, County staff and County Commissioners serving as panelists. Facilitation was provided by County staff, NACo, and the University of Wisconsin Population Health Institute. NACo representatives prepared a report summarizing the day's discussion (Attachment #2). The discussions focused on strengths and assets, gaps and barriers to collaboration, and removing barriers to collaboration for greater coordination of care. The meeting was open to the public, with comment periods provided at the close of each panel discussion.

The panelists represented the following organizations: Apalachee Center, Big Bend Cares, Bond Community Health Center, Capital Medical Society Foundation/We Care, FAMU College of Pharmacy, Florida Department of Health in Leon County, FSU College of Medicine, Leon County Government, Neighborhood Medical Center, North Florida Medical Centers, Tallahassee Memorial HealthCare (TMH), and United Way of the Big Bend.

In discussing strengths and assets, the following highlights were noted:

- CMS Foundation/We Care provides a valuable service to the community via the excellent quality of care donated by its volunteer physicians and dentists.
- The FSU College of Medicine attracts those wanting to serve the underserved and students have the opportunity to do this at Bond and NMC.
- The FAMU College of Pharmacy plays a major role in helping patients access needed medications; this is part of their mission and they invest money to ensure delivery of services.
- The TMH residency programs produce quality physicians who remain in our community.
- TMH's partnership with the FSU College of Medicine and Capital Health Plan to create the Transition Center.
- Capital Health Plan, as a non-profit local HMO, thinks long-term about the community's needs.
- The nursing schools at FSU, FAMU, and TCC.
- Bond and NMC provide excellent care to patients where they are in the community with their main sites and satellite sites.
- The CHSP partnership between the County, City, and United Way invests heavily in healthcare.
- Being the state capital of Florida gives us an advantage in influencing health policy.

The discussion centered on gaps and current barriers to collaboration noted the following:

- There is a lack of connected health records and sharing of information which hurts the continuum of care for patients.
- It is important to move from provider-centered to patient-centered care.
- Patients need a single medical home from which they receive all care.

-
- More investment is needed in providing medical social workers and case managers to assist the chronically-ill in navigating the healthcare system.
 - Multi-year funding would better serve patients.
 - Mortality of African Americans from diabetes needs to be addressed.

The discussion regarding removing barriers to collaboration highlighted the following:

- There needs to be a focus on creating an outcome-driven, shared vision for healthcare in our community.
- Using Healthy People 2020 as benchmarks could be a good starting point and would help with grants that are tied to these benchmarks.
- Health literacy and prevention are key focus areas. People need to realize what it means to be healthy and how important this is.
- The Mobilizing for Action through Planning and Partnerships (MAPP) Report completed by the Florida Department of Health in Leon County could be used to determine what we should look at.
- Food deserts and nutrition need to be considered and addressed.

The final discussion revolved around next steps, and what those at the table could commit to providing as we move forward. Each organization stated the following:

- CMS Foundation/We Care will sit at the table with Bond and NMC to provide the most/best specialty care they can.
- NMC will send out official invitations for their transition team.
- United Way of the Big Bend will continue to work with their Health Council to identify and address community health issues.
- Apalachee Center will be at the table for a behavioral health perspective.
- Bond looks forward to working closely with safety net providers.
- The Florida Department of Health in Leon County will provide information from MAPP and be at the table.
- FAMU College of Pharmacy will compile local health statistics and continue to work closely with Bond and NMC in an outcome-driven fashion.
- TMH will continue to work with Bond and NMC and provide their data technology to map population and geographic area specific health issues.
- The FSU College of Medicine will continue to work with Bond and NMC in a direct healthcare role.
- North Florida Medical Centers will be available for consultation in any way they can help Bond or NMC.

Bond, NMC, and the FAMU Center for Health Equity shared a partnership they formed to address the high number of African Americans in our community with diabetes.

Maternal and Child Health

The Board requested information regarding infant mortality rates be included in this report. Florida Community Health Assessment Resource Tool Set (CHARTS) is maintained by the Florida Department of Health, Office of Health Statistics and Assessment. CHARTS reports indicators or measures used to assess the health status of a community's mothers and children:

- The number of infant deaths
- The number of very low birth weight births
- The number of births to mothers ages 15-19
- Births to mothers who are overweight/obese
- Births with no prenatal care
- Maternal deaths

Florida CHARTS for the single year 2013 illustrates a decline in all infant deaths in Leon County to 5.3 deaths per 1,000 live births. This represents a rate which is less than the state rate of 6.1 deaths per 1,000 live births. In particular, the black infant death rate is 4.8 per 1,000 live births while the state rate is 10.6 per 1,000 live births.

Table 4. Florida CHARTS Infant Death Rates

Infant Deaths Per 1,000 Live Births, Single-Year Rates								
Years	Leon				Florida			
	White		Black		White		Black	
	Count	Rate	Count	Rate	Count	Rate	Count	Rate
2003	17	9.8	16	12.9	907	5.8	647	13.7
2004	10	5.9	22	17.9	876	5.5	621	13.2
2005	6	3.6	18	14.7	882	5.3	652	13.6
2006	7	4	20	15	974	5.6	653	12.9
2007	10	5.7	17	12.7	906	5.2	689	13.4
2008	7	4.3	15	11.3	914	5.5	661	12.9
2009	10	6.3	13	9.7	780	4.9	667	13.2
2010	5	3.1	24	18.3	750	4.9	580	11.8
2011	5	3.1	12	9.5	698	4.6	584	12
2012	9	5.6	19	15.7	687	4.6	523	10.7
2013	8	5.1	6	4.8	707	4.6	517	10.6

Florida CHARTS presents many statistics in 3-year figures, with the most recent figures available being 2011-2013. Very low weight births in Leon County over this period were 2.0 per 1,000, above the state average of 1.6. Births to mothers ages 15-19 were well below the state average of 26.7 per 1,000 at 12.8 per 1,000. Children born to obese mothers comprised 15.2% of births in Leon County. Mothers with late or no prenatal care made up 3.8% of births in Leon County, below the state's average of 4.7%.

Our community is fortunate to have dedicated community resources committed to helping to improve pregnancy and birth outcomes. Capital Area Healthy Start Coalition (CAHSC) has the following legislatively mandated responsibilities in accordance to Section 383.216 Florida Statutes:

- Develop and maintain a system of healthcare for pregnant women and babies which is consistent with local objectives and this section
- Review, monitor and advise the Department of Health regarding the system of care and make annual adjustments
- Determine the allocation of available federal, state and local resources to prenatal and infant care providers
- Perform community assessments to identify the local need for comprehensive preventative and primary care for moms and babies
- Identify gaps and barriers to service delivery
- Develop a Service Delivery Plan for Leon County
- Solicit and select local service providers based on reliability and availability, and define the role of each in the Service Delivery Plan
- Build broad-based community support
- Raise additional funds for services to moms and babies

The Fetal and Infant Mortality Review (FIMR), is an evidence-based process developed by the American College of Obstetricians and Gynecologists (ACOG), currently utilized by 300 communities across the nation. For 20 years, Capital Area Healthy Start Coalition has conducted FIMR in Leon, Wakulla, Gadsden, Jefferson, Madison, and Taylor Counties. FIMR is a three-phased process consisting of medical record abstraction, family interviews, and a multi-disciplinary case review. It is double blinded and de-identified to protect confidentiality. Access to medical records is through public health research laws. The case review team reviews 30 cases of infant death per year, and analyzes data from the year and makes recommendations for targeted local interventions to prevent infant mortality. Meetings are held at Tallahassee

Memorial HealthCare. An estimated sixty-five local professionals and interested community members collaborate at these meetings. Attendees must sign a confidentiality statement and abide by its contents.

NACo Discount Programs

Prescription Discount Card

The National Association of Counties (NACo) Prescription Discount Program is administered by CVS/Caremark. There are no fees for consumers associated with this program. Savings when using the card to purchase prescriptions average 25 percent. This card is accepted at most pharmacies in Leon County, including all major chains. The cards are available from the libraries, CareNet providers, and can be printed from the program website. In FY 2013/14, the prescription discount card was used by Leon County residents for 1,807 prescriptions, with a total savings of \$33,406.

Dental Discount Card

The NACo Dental Discount Program was administered by Careington International, Inc. in FY 2013/14. It offered discounted fees at participating dentists. It was a membership-based program, with yearly fees of \$59 for individuals and \$69 for families. Staff distributed the cards to libraries and CareNet providers. The card has had low usage rates due to a small network of providers. The agreement between NACo and Careington was terminated at the end of FY 2013/14. NACo will be launching a dental component of its prescription discount card in the near future.

Community Health Coordinating Committee

The Community Health Coordinating Committee is designed to serve as a hub of information and an essential element in coordinating existing community partners. The CHCC membership includes the Florida Department of Health, FAMU College of Nursing, FSU College of Medicine, Big Bend Health Council, Practicing Physician, Practicing Dentist, Mental Health Professional, Community Member-at-large, and School Board representative. The CHCC currently operates as a Board appointed focus group that provides a forum for citizen participation in healthcare planning and dialogue to address community concerns and problems regarding healthcare.

The goals of the Community Health Coordinating Committee are as follows:

- Provide a forum to analyze system gaps with the intent of recommending locally based solutions, such as those identified at the Day of Dialogue.

-
- Serve as a hub of information regarding existing community partners, their capabilities, admission criteria, and sources of funding.
 - Recommend the promotion of preventive health strategies determined as community priorities identified through community health assessment tools.
 - Make recommendations to staff regarding strategies to promote access to care and local available services for Leon County residents.

The Committee has spent time and energy on reviewing data to identify and recommend health priorities and has analyzed data to help bring focus to county health efforts. During its existence, the CHCC has been focused on supporting healthy lifestyles and discussing the need to get sodas and candy out of the schools, encouraging a countywide sealant program to promote dental health, and promoting access to primary, dental, and mental/behavioral healthcare for all Leon County residents.

County staff continues to work with the CHCC to specifically address the issues discussed at the Day of Dialogue to include assessing the possibility of creating an outcome-driven model for primary healthcare and evaluating opportunities for enhancing the sharing of information among providers. Staff will ensure that individual community partners (e.g. Bond, NMC, FAMU Pharmacy, TMH, United Way, and Apalachee) are included on the agenda as part of future meetings of the CHCC; this will be accomplished over a series of CHCC meetings. By continuing dialogue, the CHCC, with staff support and the engagement of community partners, is best positioned to develop further healthcare recommendations for Board consideration.

The Future of the Uninsured

The Robert Wood Johnson County Health Rankings indicate that in 2011 22% of Leon County's adults and 10% of its children are uninsured. Additionally, 9% of residents could not see a doctor due to cost.

The Primary Healthcare Program is designed to serve those Leon County residents who fall into a coverage gap for health insurance. These are people whose income is at or below 100% of the Federal Poverty Level (FPL) and do not meet Florida's eligibility guidelines for Medicaid. The majority of this population is able-bodied working adults in low-wage jobs that do not offer insurance benefits. In order to qualify for subsidies on the Federal Health Insurance Marketplace, a person must make between 100% and 400% of the FPL. Those falling below this have no access to health insurance if they do not qualify for Medicaid, which mainly serves children, disabled adults, and some parents of qualified children. This is exactly the population the Mercer study indicated the County should be assisting through the Primary Healthcare Program.

At this time, Florida has not expanded Medicaid to cover low-income adults without children. As healthcare reform continues to evolve at the state and national levels, careful analysis and planning is necessary to ensure the Primary Healthcare Program serves those residents most in need. Currently, the Primary Healthcare Program is an integral part of Leon County's healthcare system, and it likely to remain so in the foreseeable future.



TALENT • HEALTH • RETIREMENT • INVESTMENTS

THE IMPACT OF THE AFFORDABLE CARE ACT ON LEON COUNTY'S CARENET PROGRAM

FEBRUARY 28, 2014

**THE IMPACT OF THE AFFORDABLE CARE ACT ON LEON
COUNTY'S CARENET PROGRAM**

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Introduction

Leon County has long been committed to improving the health of its residents. Knowing that healthcare coverage is key to accessing necessary medical and behavioral health services, the County, through unanimous approval of funding by the County Board of Commissioners, launched the CareNet program in 2001 to provide healthcare services for uninsured and indigent residents of Leon County. For the past 13 years, uninsured Leon County residents have been able to access needed primary care and specialty services that likely would have been unattainable without the support of the CareNet program.

Given the comprehensive and substantial changes made by the Affordable Care Act (ACA) to the health care system, Leon County sought an analysis from Mercer Government Human Services Consulting (Mercer), a specialty group within Mercer Health & Benefits, to determine the potential impact of the federal healthcare reform law on the CareNet Program. The goals of the project were to assist the County in determining whether there are provisions under the ACA that may provide options for insurance coverage for the individuals currently served through CareNet.

Mercer requested and obtained information and data on the CareNet program from Leon County Office of Human Services and Community Partnerships staff. Mercer's work during this phase of the project focused on researching potential options related to alternative coverage for individuals served through the CareNet program. No analysis of potential enrollment and financial impacts of alternative coverage were conducted during this phase of the project. The report presents seven ACA provisions that could have a potential impact on either individuals served through the CareNet program or providers of the program.

Leon County's CareNet Program

CareNet is a public/private partnership designed to provide cost-effective primary and specialty healthcare for Leon County's uninsured residents on a sliding fee discount based upon verification of income and residency. The program enables access to primary and specialty healthcare services for many Leon County residents who would otherwise be unable to obtain these needed services without the support of county funding. CareNet program objectives include:

- Providing access to primary care and specialty medical services in a cost effective and efficient manner.
- Leveraging county, state, federal, and private funds to the highest extent possible.
- Maintaining continuity of primary care through services provided by CareNet partners.

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- Reducing non-emergency hospital emergency room visits by Leon County residents.

The CareNet model was implemented in 2001 based on the unanimous approval of funding by the County Board of Commissioners for healthcare services for uninsured and indigent residents of Leon County. Since that time, the County has provided funding to CareNet agencies to provide critical health services to uninsured and indigent residents. Over the years, through various funding streams and by matching and leveraging federal funds, the County has been able to maximize its return on investment in providing primary and specialty care to eligible persons. Based on the value of services reported by CareNet agencies, the community benefit realized is \$5.67 in health services for every \$1.00 of County tax revenue expended for the County's Primary Healthcare Program.¹ Funding in recent years by the County has remained fairly stable at approximately \$1.7 million per fiscal year.

The CareNet program is administered by Leon County's Office of Human Services and Community Partnerships, Primary Health Care Program. As the administrative entity, the Office of Human Services and Community Partnerships partners with community health providers in forming the CareNet delivery system to provide a continuum of primary and mental health services, prescription drug coverage and assistance, and specialty care. Primary and specialty care services are provided by the following CareNet Partners: Neighborhood Medical Center (NMC), Bond Community Health Center (Bond CHC), specialty doctors of the We Care Network (sponsored by the Capital Medical Society), the Florida A&M University (FAMU) College of Pharmacy, Tallahassee Memorial HealthCare, and the Leon County Health Department.

In order for persons to be eligible for CareNet services, they must be a resident of Leon County with an income below 100% of the federal poverty level (FPL) and not eligible for any other government sponsored health care programs or subsidies. According to the Robert Wood Johnson County Health Rankings for 2013, Leon County's uninsured population is approximately 17% with the population estimated at 277,971, or approximately 47,225 uninsured individuals.²

Participating providers recognize the interrelationship between physical and behavioral health. CareNet allocates funds to three community clinics: Bond CHC, NMC, and Apalachee Center to integrate behavioral health services in the primary care setting to provide screening and treatment of behavioral health conditions.

¹ Consideration of Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding, September 10, 2013, page 6.

² 2013 County Health Rankings & Roadmaps, Robert Wood Johnson Foundation, found at <http://www.countyhealthrankings.org/app#/florida/2013/leon/county/outcomes/overall/snapshot/by-rank>

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When a patient's care needs exceed those of a partnering primary care provider, CareNet relies on the Capital Medical Society Foundation — We Care Network, which utilizes a network of volunteer dentists and specialty physicians to provide specialty medical services and dental services to eligible patients.

The CareNet program also provides pharmacy services for those in need of this benefit. CareNet utilizes the FAMU College of Pharmacy and Pharmaceutical Sciences to provide pharmacy services at NMC and Leon County Health Department. As a federally qualified health center (FQHC), Bond CHC administers pharmacy services at its health center as a 340B covered entity. Prescription medications are dispensed with co-pays and prescription assistance is provided to eligible patients. Both Bond and NMC provide educational services on appropriate drug utilization and counseling on the availability of the Patient Assistance Program (PAP) to assist patients in receiving cost-prohibitive, medically necessary brand medications.

Under current contracting provisions, which are renewed annually based on each provider's funding request, primary care visits at Bond CHC and NMC are billed at \$125 per visit, not to exceed the total amount of the contract. Total contract amounts are \$805,140 and \$466,740 for Bond CHC and NMC respectively. While Bond CHC and FAMU receive funding for pharmacy staffing, a small portion of FAMU funding is used for MedData and supplies.

NMC and Bond CHC each receives \$50,000 to provide behavioral health services integrated in the primary care setting. Each health center is reimbursed \$80 per patient visit for behavioral health services, up to 625 patient visits per provider agency. Apalachee receives \$157,671 to fund behavioral health patient visits. Funding to the We Care Network in fiscal year (FY) 2011/12 totaled \$130,040 to fund project and case management services and patient assistance. Overall, program data and utilization information for FY 2011/2012 includes the following:

- CareNet helped to fund more than 20,000 visits for primary care and mental health services for uninsured and indigent residents at NHS, Bond CHC, and Apalachee.
- Apalachee provided 997 patient visits that included services such as psychiatric evaluations and medication management.
- We Care reports that more than \$3.3 million in donated specialty medical care was provided. Donated dental care valued \$128,410. During this FY, 514 medical patients, and 112 dental patients were served.
- Bond CHC reports that over 46,000 prescriptions have been filled, valued at more than \$4.4 million. Bond CHC also operates a PAP, which provides discounted brand or specialty drugs. Bond CHC provided 1,218 PAP prescriptions at an estimated value of \$1.1 million. Through the County's free Prescription Drug Discount Card Program, County residents were also able to receive substantial discounts on more than 4,200 prescriptions not covered by insurance.

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The Leon County Office of Human Services and Community Partnership conducts audits of Bond CHC, NMC, We Care, and Apalachee to ensure compliance with CareNet program rules. Recently the Office implemented new software to ensure accurate verification of eligibility for the CareNet program. The client-specific information that providers upload in the system will enable the County to determine the number of unduplicated individuals served through the program and track where individuals receive services. This information will be helpful to the County as they plan future service and budget needs for the program.

Relevant Key Provisions of the ACA and Their Impact on the CareNet Program

The Patient Protection and Affordable Care Act (Pub. L. 111–148) was enacted on March 23, 2010, and the Health Care and Education Reconciliation Act (Pub. L. 111–152) was enacted on March 30, 2010. These laws are collectively known as the Affordable Care Act (ACA). The ACA created various opportunities for the nation's uninsured to gain access to health care coverage and services through both public programs and private coverage. Detailed below are the key ACA provisions that could impact individuals served through the CareNet program and/or providers who provide services funded by CareNet.

Medicaid Expansion

The ACA provides that beginning January 1, 2014, or sooner at the State's option, states must expand Medicaid to certain adults who are under age 65 with income up to 133% of the FPL. This provision not only expands Medicaid to include a group that is not generally eligible for Medicaid (childless adults who do not have a disability determination), but also raises Medicaid's income eligibility level for parents and childless adults to 133% of the FPL (effectively 138% FPL due to inclusion of a standard 5% income disregard)³. This represents the single largest eligibility expansion since the start of the Medicaid program in 1965.

As a result of the U.S. Supreme Court's ruling in *National Federation of Independent Business v. Sebelius*, Medicaid expansion is now optional for states. At this time, Florida has not opted to undertake the Medicaid expansion. However, the Medicaid expansion is included in this report as this ACA provision would have the greatest impact on the CareNet program if the State decided in the future to adopt expansion of the Medicaid program.

If adopted by the State of Florida, expansion of Medicaid through the ACA would extend healthcare coverage to both Leon County parents and childless adults up to age 65 with incomes of 138% FPL or less. Based on the CareNet income eligibility requirement of less than

³ 42 U.S.C. § 1396a(a)(10)(A)(i)(VIII), codifying ACA § 2001(a)(1). The ACA also provides for a standard income disregard of 5% FPL, effectively extending Medicaid eligibility to 138% FPL. ACA § 2002(a), adding 42 U.S.C. § 1396a(e)(14)(I).

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100% FPL, it is presumed that a majority of the individuals currently served by the CareNet program would be eligible for Medicaid if Florida elected to expand Medicaid.⁴ These individuals would receive a comprehensive benefit package that provides 10 essential health benefits, as required by the ACA and its implementing regulations. The essential health benefits are:

- Ambulatory patient services.
- Emergency services.
- Hospitalization.
- Maternity and newborn care.
- Mental health and substance use disorder services, including behavioral health treatment.
- Prescription drugs.
- Rehabilitative and habilitative services and devices.
- Laboratory services.
- Preventive and wellness services and chronic disease management.
- Pediatric services, including oral and vision care.

Currently, Florida's Medicaid program covers adults who are parents with incomes up to 31% FPL, which for a household of two is a monthly income of \$387 or less, and a monthly income of \$486 or less for a household of three.⁵ Non-disabled childless adults are not eligible for the Florida Medicaid program.

Residents in Leon County who do qualify for Medicaid, including some populations with long-term care needs, are transitioning to Florida's Statewide Medicaid Managed Medical Assistance program (MMA). Some of the key goals of MMA are to improve outcomes, improve customer satisfaction, and reduce and control costs. The goals support the key principles of the program to improve care coordination and patient care, increased consumer protections, and enhance fiscal responsibility⁶. The state will be implementing the non-long term care portion of MMA beginning in May 2014, transitioning in residents through a phase-in approach. Leon County is scheduled to be one of the first regions to be phased into the MMA program in May 2014 along with Regions 3 and 4. Each month after May, two to three other regions will be phased in with implementation expected to be completed by August 2014. Currently, Prestige and Staywell (a WellCare company) are the two MMA health plans that will be available for residents in Leon County to receive their Medicaid managed care benefits.

⁴ To be eligible for the Medicaid program, individuals must meet both income and citizenship requirements. The CareNet program collects residency information but not proof of citizenship, so it cannot be determined if all individuals served through the CareNet program would be eligible for Medicaid under the ACA expansion.

⁵ Medicaid income levels from CMS State Medicaid and children's health insurance program (CHIP) Income Eligibility Standards Effective January 1, 2014 found at <http://www.medicaid.gov/AffordableCareAct/Medicaid-Moving-Forward-2014/Downloads/Medicaid-and-CHIP-Eligibility-Levels-Table.pdf>

⁶ State of Florida Implementation Plan — Managed Medical Assistance Program. October 2013.

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Leon County residents who are not eligible for Medicaid but with incomes less than 100% FPL, fall into a group known as the "coverage gap." This term is used to describe the situation for people when their income exceeds the eligibility threshold for Medicaid but is less than 100% FPL, the income level at which individuals are eligible for subsidies when purchasing healthcare coverage through the Health Insurance Marketplace (Marketplace), also known as the Health Insurance Exchange. As described later in this document, the Marketplace is where individuals may enroll in Medicaid or receive health care coverage through qualified health plans (QHPs) sold on the Marketplace. Depending on income, individuals may also receive premium assistance through the Marketplace.

Parents and non-disabled childless adults age 65 or less whose income is in the range in the chart below will be ineligible for both Florida Medicaid and subsidy assistance through the Marketplace.⁷⁸

Household Size	Parents Annual Income over 31% FPL and up to 100% FPL	Childless Adults Annual Income Less Than 100% FPL
1	> \$3,468 and < \$11,670	< \$11,670
2	>\$4,644 and < \$15,730	< \$15,730
3	>\$5,844 and < \$19,790	< \$19,790
4	>\$7,032 and < \$23,850	< \$23,850

The table below shows the income eligibility thresholds for the newly eligible population (parents and non-disabled childless adults) in states that expand Medicaid under the ACA 2014 FPLs.⁹

Household Size	138% FPL (133% FPL with 5% Standard Income Disregard)
1	\$16,105
2	\$21,707
3	\$27,310

⁷ Medicaid income levels from CMS State Medicaid and CHIP Income Eligibility Standards Effective January 1, 2014 found at: <http://www.medicaid.gov/AffordableCareAct/Medicaid-Moving-Forward-2014/Downloads/Medicaid-and-CHIP-Eligibility-Levels-Table.pdf>

⁸ The Federally-facilitated Marketplace began using the 2014 FPL on February 10, 2014.

⁹ Federal Registrar Vol. 79, No.14, January 22, 2014 found at <http://www.gpo.gov/fdsys/pkg/FR-2014-01-22/pdf/2014-01303.pdf>. The poverty levels provided in the table are for the contiguous states and DC. Alaska and Hawaii have different poverty level guidelines, also found in the above citation.

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Household Size	138% FPL (133% FPL with 5% Standard Income Disregard)
4	\$32,913
5	\$38,516
6	\$44,119
7	\$49,721
8	\$55,324
For each additional person, add	\$4,060

In the absence of a Medicaid expansion, CareNet remains a critical source of health care coverage for Leon County's non-disabled childless adults with incomes below 100% FPL and parents with incomes between 31% and 100% FPL.

Alternatives to Medicaid Expansion Under the ACA

As of January 28, 2014, Florida is one of 19 states that have opted not to undertake the Medicaid expansion. Twenty-six states (including D.C.) have elected to expand Medicaid and six states are still debating the issue. There is not a deadline for when States must decide on expansion. However, the ACA requires the federal government to cover 100% of the costs of the expansion population from 2014 to 2016 with a gradual decline in the federal match rate to 90% in 2020 and continuing at that percentage thereafter. As such, states that decide on expansion after January 1, 2014 will not receive the maximum possible federal reimbursement.

Some states that have faced opposition to expanding Medicaid under the parameters of the ACA have opted to expand under a Medicaid waiver authority granted by the Centers for Medicare and Medicaid Services (CMS). These waiver requests seek to use Medicaid funds to pay for the premium assistance of Qualified Health Plans on the Marketplace for newly eligible Medicaid beneficiaries in lieu of providing coverage through their traditional Medicaid program. CMS has recently approved two such requests — Arkansas and Iowa — under a Section 1115 demonstration waiver. Other states have shown interest in this premium assistance model and are in the process of developing their official submissions to the federal government.

The Premium Assistance Programs thus far approved require all newly eligible beneficiaries between the ages of 19–64 and, in some instances, parents and childless adults up to 138% of the FPL to enroll in a Health Insurance Marketplace QHP (see section below for further discussion of the Marketplace) to receive benefits as defined in the state's Medicaid Alternative Benefit Package (ABP). Those that are determined medically frail are exempted from mandatory enrollment but can choose to opt into such program(s).

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States can also implement such programs under the current State Plan authority. CMS still considers the beneficiaries under these programs as Medicaid beneficiaries and, as such, they are afforded the benefits and cost sharing protections of traditional Medicaid beneficiaries.

Below is a comparison of the two Premium Assistance programs recently approved by CMS — the Arkansas and Iowa models.

Arkansas Model

Arkansas' path towards the Premium Assistance began with the passage of the Health Care Independence Act of 2013 that called for the state Department of Human Services to reform the Medicaid program and establish the Private Option Program. The intent of the Private Option Program was to create an integrated and market-based approach to covering the state's low-income individuals through QHP coverage in the Marketplace. The Private Option received approval by CMS in December 2013. As of January 18, 2014, the Private Option program has received a total number of 129,186 applicants from both the state and federal levels¹⁰.

The Private Option program also received approval to allow for cost sharing for enrollees between 100–138% FPL not to exceed 5% of their annual income. Beneficiaries will not be responsible for any premium costs with the State paying the premiums directly to the QHPs. The benefit package for the QHPs would be the state's Medicaid ABP, which Arkansas has chosen to be the same as the Medicaid state plan benefit package with wraparound benefits provided on a fee-for-service basis¹¹. Arkansas also received approval under the Private Option program to ensure that at least one QHP will contract with at least one FQHC/Rural Health Center (RHC) to ensure access to safety-net providers for their beneficiaries.

Iowa

Iowa's approval closely followed that of Arkansas' and can be considered a very similar program. Iowa also achieves Medicaid expansion through a premium assistance model for those with incomes between 100–133% FPL but also has a separate wellness program for individuals with incomes between 0–100% FPL. Both programs operate under separate Section 1115 demonstration waivers with the same goal to use Medicaid funds to pay for premiums for QHPs on the Marketplace for all newly eligibles between the ages of 19–64 years of age.

Under Iowa's model, the premium assistance demonstration beneficiaries will be responsible for monthly premiums that cannot exceed 2% of their annual household income. Premiums are waived for the first year and can continue to be waived in future years if the beneficiary completes specific health improvement activities. The state is required to grant hardship waivers

¹⁰ State Approaches to Medicaid Expansion Webinar hosted by State Refor(u)m. January 27, 2014.

¹¹ Medicaid Expansion Through Premium Assistance: Arkansas, Iowa, and Pennsylvania's Proposals Compared. The Kaiser Commission on Medicaid and the Uninsured. December 2013.

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to those who can prove that paying premiums would be a financial hardship. The Iowa model requires beneficiaries to pay a co-pay for non-emergency use of the emergency room.

Iowa's benefit package for its premium assistance program is the Medicaid ABP, which in Iowa is equivalent to the state employee benefits package. Dental will be provided separately through the state's currently capitated commercial dental plan.

Like Arkansas, Iowa also ensures that beneficiaries will have access to at least one QHP that contracts with at least one FQHC/RHC¹². This requirement will help ensure that the FQHCs remain integral to the local provider network and an option for those beneficiaries that are used to receiving their services from such entities.

Health Insurance Marketplace (Marketplace or Health Insurance Exchange)

As of October 1, 2013 (with coverage effective January 1, 2014), individuals and small businesses in Florida were able to purchase comprehensive private health insurance through the Health Insurance Exchange (Marketplace). Florida elected not to establish a state-based marketplace; thus Florida's Marketplace is operated by the U.S. Department of Health and Human Services (HHS) as a federally-facilitated Marketplace. The Marketplace facilitates the purchase of insurance coverage by qualified individuals through QHPs and assists qualified employers in the enrollment of their employees in a QHP through the Small Business Health Options Program Marketplace.

Only plans certified by the Marketplace as a QHP can be sold on the Marketplace. The ACA sets forth varying levels of coverage that QHPs may offer. The levels of coverage are distinguished by the percentage of health care expenses that, on average, a plan will cover for a typical population. This is known as the actuarial value of the plan. The ACA requires four levels of coverage with different actuarial values: Bronze, Silver, Gold, and Platinum levels. The amount of out-of-pocket expenses an individual must pay for their health expenses is determined by the actuarial value of the plan. For example, a plan with an actuarial value of 80% would generally be expected to pay 80% of the individual's health care costs, with the individual paying 20% of the costs through deductibles, copays, and coinsurance. The actuarial value of each of the ACA mandated levels are identified in the table below.¹³

¹² Ibid.

¹³ ACA Sec. 1302(d)

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ACA Metallic Coverage Tiers

Level	Actuarial Value	Individual's Expected Share of Costs
Bronze	60%	40%
Silver	70%	30%
Gold	80%	20%
Platinum	90%	10%

QHPs must agree to sell, at a minimum, a Silver and Gold plan on the Marketplace. To make coverage through the Marketplace more affordable, the ACA limits the total amount of out-of-pocket costs a person will pay through premium and cost-sharing subsidies. Tax credits to assist with premium payments are given to U.S. citizens and legal immigrants with incomes between 100% and 400% FPL. Persons must not be eligible for coverage under Medicaid or enrolled in employer sponsored coverage to qualify for premium tax credits and cost-sharing subsidies. Also, individuals eligible for employer-sponsored coverage that is affordable (single coverage premium is no more than 9.5% of household income) and has a minimum 60% actuarial value, do not qualify for premium or cost-sharing subsidies. Eligible applicants can apply their tax credit towards an advanced payment on their premium each month.

Income Levels Eligible for Subsidy Assistance Through the Marketplace (Between 100% and 400% FPL)

2014 FPLs

Household Size	100% FPL	Premium Subsidy Threshold (400% FPL)
1	\$11,670	\$46,680
2	\$15,730	\$62,920
3	\$19,790	\$79,160
4	\$23,850	\$95,400
5	\$27,910	\$111,640
6	\$31,970	\$127,880
7	\$36,030	\$144,120
8	\$40,090	\$160,360

The amount of tax credit given to a person is based on the individual's household income level. The ACA mandates that for persons between 100% and 400% FPL, their premium payment

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must not be greater than 9.5% of their income using the second lowest cost silver plan as the benchmark. The scale for premium payments as a percent of income level is as follows:¹⁴

Income Level	Premium as a Percent of Income
100–133% FPL	2% of income
133–150% FPL	3–4% of income
150–200% FPL	4–6.3% of income
200–250% FPL	6.3–8.05% of income
250–300% FPL	8.05–9.5% of income
300–400% FPL	9.5% of income

In addition, persons with incomes between 100 and 250% FPL are eligible for further assistance on their cost-sharing if they enroll in a silver plan. This is intended to prevent those with the lowest incomes from paying high out-of-pocket costs for health care services. These out-of-pocket costs are reduced for the eligible individuals by allowing them to enroll in plans with higher actuarial value — meaning that the health plan pays for a greater share of its covered benefits. While premium tax credits are given for plans that pay at least 70% of the cost of covered benefits, persons who enroll in a Silver Plan at 200–250% FPL are guaranteed access to plans which pay for 73% of covered benefits; at 150–200% FPL, one can access plans that pay for 87% of covered services; and for persons 100–150% FPL, plans will pay 94% of covered services.

To better understand the application of the premium tax credits and cost-sharing assistance, several scenarios are provided in the Appendix A. Mercer developed the scenarios using information available at the Healthcare.gov website on health care coverage available through the federally-facilitated Marketplace for Leon County residents.

As CareNet's eligible population is 0–100% FPL, and health insurance subsidies are offered for persons 100–400% FPL, there should be no overlap in members of CareNet and persons obtaining coverage through the Marketplace. Therefore, to insure individuals eligible for subsidies avail themselves of this option, the County's CareNet providers can direct anyone over 100% FPL to the Marketplace for health insurance coverage. The County has recently implemented a software system that verifies the eligibility of CareNet members. This system can be used to verify that CareNet funds are not being used to provide services to individuals who can be guided to pursuing health insurance coverage through the Marketplace.

Streamlined Enrollment and Enrollment Assistance

The ACA and its implementing regulations intend to support a simple, streamlined and integrated enrollment process that reduces the complexity and paperwork-intensive process for

¹⁴ Kaiser Family Foundation, "Explaining Health Care Reform: Questions About Health Insurance Exchanges."

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Medicaid enrollment and some health insurance plans. On April 30, 2013, HHS released the model single, streamlined application for determining and re-determining eligibility for Medicaid and premium tax credits/cost-sharing subsidies (insurance subsidies) in a federally-facilitated Marketplace.¹⁵ The form encourages the use of online applications and allows the verification of eligibility via electronic interfaces, thus limiting the amount of information required to re-determine eligibility.

The ACA requires marketplaces to provide application and enrollment assistance through Navigators and Certified Application Counselors (CACs) who will often be stationed at community health centers such as Bond CHC and NMC. Navigators and CACs provide impartial information to consumers about health insurance, the Marketplaces, QHPs, insurance subsidies, and Medicaid. These assisters do not make eligibility determinations, nor do they select health plans for consumers or enroll applicants into QHPs.

Bond CHC was awarded \$138,189 in federal grant funding to conduct outreach and enrollment assistance for persons applying for coverage through the Marketplace or Medicaid. While NMC did not receive grant funding, they may still assist individuals through the eligibility and enrollment process to help decrease the number of uninsured that they serve. It is expected that the combination of a streamlined enrollment process and application assistance will increase the number of people in Bond CHC and NMC's current patient population who have private insurance obtained through the Marketplace.

Employer Coverage

Another provision within the ACA that will impact Leon County is the requirement that employers (whether for-profit, nonprofit or governmental) with at least 50 or more full-time equivalent employees (including seasonal workers) must offer affordable group health coverage with a minimum value to full-time employees or face a penalty ("pay or play"). The original implementation date of this provision was January 1, 2014 but has been postponed by the Internal Revenue Service (IRS), who is responsible for implementing this provision, to January 1, 2015. For employers that "play" and provide coverage, the rule also includes the obligation to offer coverage to full-time employees' children (but not spouses or domestic partners). The ACA treats those that work an average of 30 or more hours per week as a full-time employee. In addition, the provision includes coverage for new full-time employees in that they must be offered coverage within the initial three months of employment if their hours are 30 or more hours of service per week. Employers must provide access to coverage that includes the minimum essential coverage that is affordable and has at least a minimum 60% value.

¹⁵ CMCS Information Bulletin, April 30, 2013, Model Eligibility Application and Guidance on State Alternative Applications. The informational bullet notes that "For states in which there is a Federally-facilitated Marketplace the state's Medicaid/CHIP agency will accept the model form and may, in addition, develop an alternative application approved by CMS (page 1).

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Access to employer-provided minimum essential coverage that is affordable and provides minimum value will disqualify individuals from receiving subsidies through the Marketplace. Final IRS regulations confirm that employer coverage is affordable if an employee's cost for self-only coverage under the least expensive option providing minimum value is 9.5% or less of household income (for 2014).¹⁶ When an employer offers family coverage, the *self-only* cost — not the cost for spousal or dependent coverage — still determines whether the employer coverage is affordable for eligible family members. This uniform threshold will make it harder for low-income family members with access to employer coverage to qualify for subsidized QHP coverage through the Marketplace.

In addition, large employers in the 25 states that have not expanded Medicaid and with eligible employees between 100–138% FPL who enroll in the Marketplace for the premium and cost sharing assistance, face penalties for those employees that forgo employer-sponsored coverage for the Marketplace. It is unknown at this time how many employees may in fact drop coverage because of affordability and enroll in the Marketplace for the financial assistance it provides. These individuals in the 100–138% FPL range could be eligible for Medicaid in states that expand. Employers would not face these penalties in that case.

Once the requirement of employer-sponsored coverage is implemented in 2015, Leon County's CareNet program may see some of the currently uninsured residents begin to gain access to coverage from their employers. The question remains for the lower income residents of Leon County whether or not they will be able to afford the employer sponsored coverage option or seek alternatives through the Marketplace. Leon County may consider collecting employment information along with income and residency verification for access to the CareNet program in order to determine whether the employer responsibility will impact those seeking services through the CareNet program.

New Coverage Option for Young Adults

The ACA also allows children to be covered on a parent's health insurance plan until they turn 26 years of age. Children can join or remain on their parents' plan even if they are married, not living with their parents, attending school, not financially dependent on their parents, or eligible to enroll in their employer's plan. As a result, individuals under the age of 26 who are currently receiving services funded by CareNet may be eligible to enroll in their parents' healthcare coverage.

This new provision could also impact patients outside of the CareNet program who are served by CareNet providers. If these patients become eligible for insurance under their parents' plans,

¹⁶ Health Insurance Premium Tax Credit final regulations, January 30, 2013, found at <http://www.irs.gov/PUP/newsroom/TD%209611.pdf>

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they will have new options for their health care provider, which may impact the patient population at Bond CHC and NMC.

Essential Community Providers and FQHCs

As patients at Bond CHC and NMC enroll in QHPs through the Marketplace, they will have an opportunity to see providers within their health plan's network who offer services outside of these clinics. However, the ACA also provides opportunities for patient enrollment to increase in community health centers, such as Bond CHC and NMC, through provisions regarding inclusion of Essential Community Providers (ECPs), or those that serve predominately medically underserved individuals, in QHP provider networks.

While QHPs are not required to include every ECP in their networks, the ACA requires QHPs to include "a sufficient number and geographic distribution of essential community providers, where available, to ensure reasonable and timely access to a broad range of ECPs."¹⁷ For 2014, the Centers for Medicare and Medicaid Services (CMS) mandated that a QHP must have at least 20% participation of ECPs in the plan's service area with at least one ECP in each county. At minimum, a QHP must demonstrate at least 10% participation of ECPs and provide a justification for its failure to reach 20%. QHPs that contract with FQHCs must pay the health center the same amount it would receive under Medicaid prospective cost-based reimbursement.

For states that do not expand Medicaid, the option of obtaining low-cost health care at local Community Health Centers (CHCs) is important particularly for those in the coverage gap. Recognizing the vital safety net that CHCs play in the nation's health care system, \$11 billion in new funds were allocated under the ACA to help health centers expand operations and improve the scope of services provided (medical, dental, and behavioral). Bond CHC, as a FQHC, is likely to have benefited from the more than \$161 million of the funding that Florida received to support local FQHCs' current operations and to establish new medical sites and expansion of services. CHCs like Bond and FQHCs will be able to expand or upgrade existing facilities and, in some cases, build new ones. As a result, this provision could be a factor in supporting CHCs and FQHCs to maintain or increase their patients.

Basic Health Plan

The ACA provided states another option to offer health care coverage to low-income individuals otherwise eligible to purchase coverage through the Marketplace known as the Basic Health Plan (BHP). The BHP, as authorized under Section 1331 of the ACA, is for individuals under age 65 with household incomes between 138–200% FPL who are otherwise not eligible for Medicaid, CHIP, or affordable employer coverage. The BHP goes into effect on January 1, 2015.

¹⁷ Potential Impacts of the Affordable Care Act on Safety Net Providers in 2014, " HRSA Office of Policy Analysis

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Federal funding for the BHP is required to equal 95% of the value of the amount of premium tax credit and federally-funded cost sharing reductions that BHP enrollees would have received had they been enrolled in a QHP through the Marketplace. CMS is continuing to release guidance on the BHP with a proposed funding methodology issued in the Federal Register in December 2013. The goal of the funding methodology is to ensure that federal payments to a state reflect actual BHP enrollment during the year within each applicable category that takes into account various factors including age range, geographic area, coverage status, household size, and income range.

Interest in the BHP will most likely be coming from states expanding Medicaid (or have a Section 1115 demonstration waiver for people up to 200% FPL) and have a state-based Marketplace. States may want to consider this option to create a program that is more like Medicaid in order to reduce churning and to make it easier for those whose incomes fluctuate around 138% FPL.

The BHP program does not have an immediate impact on the uninsured residents of Leon County. As stated previously, those Leon County uninsured residents between 100–400% FPL will be eligible to receive subsidies through the Marketplace starting January 1, 2014 or may be eligible for employer-sponsored coverage effective January 1, 2015.

Summary of Findings and Recommendations

Given Florida's decision that, at this time, the State will not expand the Medicaid program beyond its current eligibility thresholds, the continuation of County funding for Leon County provides a critical source of healthcare funding for uninsured residents of the County. It is important that CareNet funding be directed to uninsured residents with household incomes of less than 100% of FPL as individuals above that income level can attain coverage through the Marketplace and, depending on income, receive premium tax credits and cost-sharing subsidies. It is recommended that the Office of Human Services and Community Partnerships use the newly implemented software system as an audit tool to ensure providers comply with CareNet eligibility rules.

It is understood that data collection can be expensive and time-consuming both for County staff and providers. However, additional data, such as age and employment status, could assist the County in planning for the program's future needs and help identify specific individuals who may have other healthcare coverage options, such as employer-sponsored coverage and dependent coverage through parents' plans.

Bond CHC and NMC serve as an important health care safety net for Leon County residents. Their participation as ECPs in the Florida Blue QHP that serves Leon County residents will be important to maintain provider-patient relationships with residents previously served through CareNet and now enrolled in Florida Blue through the Marketplace. In addition, Bond CHC and NMC's participation in Florida Blue's provider network will also help support the long-term viability of the agencies by increasing its patient base of insured individuals. In addition, both

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can play a pivotal role in being part of the safety-net network in the statewide Medicaid managed care program that will be implemented in Leon County beginning in May 2014.

Leon County should continue to monitor the State's decision regarding Medicaid expansion and the Basic Health Plan as the adoption of either option would have a significant impact on the CareNet program.

Potential Impact on Other Leon County Programs For Future Exploration

In researching ACA provisions that could impact the CareNet Program, Mercer identified other provisions that could impact other County-funded programs and services. Listed below are provisions in the ACA that Leon County may wish to consider exploring in the future as related to other County programs.

- **Incarcerated individuals** — The ACA includes obligations for certain inmates and probationers. Individuals incarcerated pending the disposition of charges and probationers have an obligation under the ACA to obtain health care coverage as a result of the "individual mandate" provision. Sentenced inmates are exempt from the individual mandate if incarcerated for more than a month. Individuals who are incarcerated pending the disposition of charges are eligible for enrollment (and for premium tax credits and cost-sharing reductions if their income is at the applicable level). For inmates pending the disposition of charges enrolled in a QHP, the QHP is a potential source of payment for the inmate's health care costs. This ACA provision has led several counties throughout the nation to evaluate the benefits of helping inmates obtain coverage through a QHP while in jail pending disposition of charges as the county may then be able to bill the QHP for healthcare services provided to the individual while incarcerated. Obtaining coverage through the QHP while incarcerated is also beneficial for those inmates who need medicines, behavioral health and other healthcare services immediately upon discharge. It should also be noted that Medicaid will pay for institutional services if the incarcerated Medicaid beneficiary becomes a patient of an institution such as an acute care medical hospital. Medicaid eligibility can be suspended rather than terminated when someone becomes incarcerated and coverage can be activated more quickly upon release from jail, thereby allowing for easier access to needed medical and behavioral health services.
- **Prevention and Public Health Fund and Education and Outreach Campaign** — The ACA provides for several funding sources for preventive health services. The Prevention and Public Health Fund was established to fund research and programs that improve preventive healthcare services like public health workforce training, immunizations and screenings, and health surveillance and tracking measures. Funding for these initiatives is distributed to states and community programs from several HHS agencies. Prevention programs in Leon County may qualify to receive funding through this source, which could mitigate the costs to the County to provide these services. In addition, Leon County could look to the Education and Outreach Campaign of the PPACA to fund its preventive health services. The

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Campaign's goal is to create a public-private partnership of organizations promoting disease prevention and health improvement across the lifespan. The campaign will be administered by the Centers for Disease Control, which will be given up to \$500 million to grant awards to qualified programs across states¹⁸.

- Ryan White Program —The Ryan White HIV/AIDS Program was created in 1990 through legislation called the Ryan White Comprehensive AIDS Resources Emergency Act. The program serves individuals with HIV/AIDS who have no health insurance or lack the financial resources to pay for healthcare services for their conditions. Today, the HIV/AIDS Bureau (HAB) of the Health Resources and Services Administration (HRSA) in the Department of Health and Human Services (HHS) administers the multi-part Ryan White Program with a budget of \$2.1 billion¹⁹. The HAB awards grants to states, cities, and community based organizations to provide services to individuals living with HIV/AIDS. The majority of Ryan White funding supports the medical care and essential support services for its members. Part A of Ryan White provides emergency financial assistance to the metropolitan areas with the largest populations of people with HIV/AIDS. Part B awards grants to states and territories to provide affected individuals with medication and sometimes funds to purchase health insurance. Part C funds outpatient primary care for adults in this population, and Part D grants funding specifically for healthcare services for women and children with HIV/AIDS²⁰. Leon County's Bond CHC currently receives funding from Part C and D of the Ryan White Program²¹.

In 2011, the Florida Department of Health statistics showed that there were 889 people living with HIV/AIDS in Leon County²². Recent data shows that 70% of Ryan White Program recipients in Florida had incomes equal to or below 100% FPL, and 88% lived below 200% FPL²³. Thus, it is likely that many individuals living with HIV/AIDS in Leon County are eligible for CareNet or receive services at CareNet community clinics. Other individuals living with HIV/AIDS in Leon County may be eligible to obtain premium assistance and cost-sharing subsidies if purchasing coverage through the Marketplace. The ACA mandates that private health insurance plans cannot deny coverage based on pre-existing conditions like HIV/AIDS, making the health insurance plans that have historically excluded people living with HIV/AIDS now available to this population. In addition, health insurance plans are no longer allowed to charge discriminatory premium rates based on a person's health status. If Florida opts to expand Medicaid in the future, people served by the Ryan White Program

¹⁸ Trust for American's Health, "Patient Protection and Affordable Care Act—Selected Prevention Provisions"

¹⁹ Health Resources and Services Administration, "About the Ryan White HIV/AIDS Program"

²⁰ Health Resources and Services Administration, "About the Ryan White HIV/AIDS Program"

²¹ Leon County Workshop on Consideration of Bond Community Health Center, Inc. FY 2014 Funding

²² Winnie Moime, "HIV Infections Down in Florida." The Famuan. November 9, 2011.

²³ Health Resources and Services Administration, "Ryan White HIV/AIDS Program 2010 State Profiles—Florida"

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with incomes at or below 133% FPL will no longer have to show proof of an AIDS diagnosis to qualify for Medicaid²⁴. As a result, these provisions could lead to fewer people in this population using CareNet services.

²⁴ Health Resources and Services Administration, "Key Provisions of the Affordable Care Act for the Ryan White HIV/AIDS Program"

Appendix A

To develop the following scenarios, Mercer utilized the Healthcare.gov website found at <https://www.healthcare.gov/find-premium-estimates/>.

Healthcare.gov advises that the information provided, upon which these scenarios are based, is a "rough estimate"²⁵ of potential costs and savings available and that final determination of eligibility for subsidies and actual costs of premium will not be available until an application is completed. All scenarios assume enrollment in silver plan to receive reduced out-of-pocket expenses (if eligible) as shown in copayments/coinsurance column. Also, the estimated costs in the scenarios are for individuals who do not use tobacco. To determine the cost of coverage for tobacco users through Healthcare.gov, an application for coverage must be completed.

Healthcare.gov identifies that Leon County residents can choose from:

- Six Bronze plans.
- Eight Silver plans.
- Seven Gold plans.
- Five Platinum plans.

Individuals age 30 or younger also have the option of enrolling in a catastrophic plan. All plans for Leon County residents are offered by Florida Blue (BlueCross BlueShield FL).

²⁵ <https://www.healthcare.gov/will-i-qualify-to-save-on-monthly-premiums/>

Scenario 1: Single, Childless Adult, Age 26 at 100% FPL and 200% FPL

1(a) 100% FPL — Single, Childless Adult Age 26

Annual household income of \$11,670; estimated monthly tax credit of \$215

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$14 a month One enrollee Premium before tax credit \$229/month	\$500/year	\$2,000/year	Primary doctor: \$5 Specialist doctor: 10% Coinsurance after deductible Generic prescription: \$4 ER visit: 10% Coinsurance after deductible
Highest cost plan	\$59 per month One enrollee Premium before tax credit \$274/month	\$500/year	\$1,250/year	Primary Doctor:\$15 Specialist Doctor:\$20 Generic Prescription:\$4 ER Visit:\$75

1(b) 200% FPL — Single, Childless Adult Age 26

Annual household income of \$23,340; estimated monthly tax credit of \$110

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$119 a month One enrollee Premium before tax credit \$229/month	\$4,000/year	\$5,200/year	Primary doctor: \$70 Specialist doctor: 10% Coinsurance after deductible Generic prescription: \$15 ER Visit: 10% Coinsurance after deductible
Highest cost plan	\$164 per month 1 enrollee Premium before tax credit \$274/month	\$3,000/year	\$5,200/year	Primary doctor:\$45 Specialist doctor:\$65 Generic prescription:\$10 ER visit:\$75

Scenario 2: Family of Three — One Parent, Two Children
One Parent Age 30, Children Ages 4 and 2 Years
Household Income at 100% FPL and 250% FPL

2(a) 100% FPL — One Parent Age 30, Two Children Ages 4 and 2

Annual household income of \$19,790; estimated monthly tax credit of \$227

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost Plan	\$26 a month One enrollee Premium before tax credit \$253/mo	\$500/yr Per individual	\$2,000/yr Per individual	Primary doctor: \$5 Specialist doctor: 10% Coinsurance after deductible Generic prescription: \$4 ER visit: 10% Coinsurance after deductible
Highest cost Plan	\$77 a month One enrollee Premium before tax credit \$304/mo	\$500/yr Per individual	\$1,250/yr Per individual	Primary doctor:\$15 Specialist doctor:\$20 Generic prescription:\$4 ER visit:\$75

2(b) 250% FPL — One Parent Age 30, Two Children Ages 4 and 2

Annual household income of \$49,475; estimated monthly tax credit of \$216

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$320 a month Three enrollees Premium before tax credit \$536/mo	\$11,500/year Family total \$5,750/yr Per individual	\$12,500/yr Family \$6,250/yr individual	Primary doctor:\$75 Specialist doctor:10% Coinsurance after deductible Generic prescription:\$20 ER visit:10% Coinsurance after deductible
Highest cost plan	\$427 a month Three enrollees Premium before tax credit \$643/mo	\$10,000/year Family total \$5,000/yr Per individual	\$12,500/yr Family \$6,250/yr Per individual	Primary doctor:\$55 Specialist doctor:\$75 Generic prescription:\$10 ER visit:\$75

Scenario 3: Family of Four — Two Parents, Two Children
Two Parents Age 35, Children Ages 14 and 12 Years
Household income at 100% FPL and 250% FPL

3(a) 100% FPL — Two Parents Age 35, Two Children Ages 14 and 12

Annual household income of \$23,850; estimated monthly tax credit of \$521

Children eligible for Medicaid/CHIP

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$24 a month 2 enrollees Premium before tax credit \$545/mo	\$1,000/year Family total \$500/yr Per individual	\$4,000/yr Family \$2,000/yr Per individual	Primary doctor:\$5 Specialist doctor:10% Coinsurance after deductible Generic prescription:\$4 ER visit:10% Coinsurance after deductible
Highest cost plan	\$132 a month 2 enrollees Premium before tax credit \$653/mo	\$1,000/year Family total \$500/yr Per individual	\$2,500/yr Family \$1,250/yr individual	Primary doctor:\$15 Specialist doctor:\$20 Generic prescription:\$4 ER visit:\$75

3(b) 250% FPL — Two Parents Age 35, Two Children Ages 14 and 12

Annual household income of \$59,625; estimated monthly tax credit of \$448

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$380 a month 4 enrollees Premium before tax credit \$828/mo	\$11,500/year Family total \$5,750/yr Per individual	\$12,500/yr Family \$6,250/yr Per individual	Primary doctor:\$75 Specialist doctor:10% Coinsurance after deductible Generic prescription:\$20 ER Visit:10% Coinsurance after deductible
Highest cost plan	\$544 a month 4 enrollees Premium before tax credit \$992/mo	\$10,000/year Family total \$5,000/yr Per individual	\$12,500/yr Family \$6,250/yr Per individual	Primary doctor:\$55 Specialist doctor:\$75 Generic prescription:\$10 ER visit:\$75

Scenario 4 Single, Childless Adult, Age 51

Household income at 100% FPL and 250% FPL

4(a) 100% FPL — One Adult, Age 51

Annual household income of \$11,670; estimated monthly tax credit of \$408

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$8 a month One enrollee Premium before tax credit \$416/month	\$500/year	\$2,000/year	Primary doctor: \$5 Specialist doctor: 10% Coinsurance after deductible Generic prescription: \$4 ER visit: 10% Coinsurance after deductible
Highest cost plan	\$90 per month One enrollee Premium before tax credit \$498/month	\$500/year	\$1,200/year	Primary doctor:\$15 Specialist doctor:\$20 Generic prescription:\$4 ER visit:\$75

4(b) 250% FPL — One Adult, Age 51

Annual household income of \$29,175; estimated monthly tax credit of \$229

Silver Plan	Monthly Premium	Deductible	Out-of-Pocket Maximum	Copayments/Coinsurance
Lowest cost plan	\$187 a month One enrollee Premium before tax credit \$416/month	\$5,750/year	\$6,250/year	Primary doctor: \$75 Specialist doctor: 10% Coinsurance after deductible Generic prescription: \$20 ER visit: 10% Coinsurance after deductible
Highest cost plan	\$269 per month One enrollee Premium before tax credit \$498/month	\$5,000/year	\$6,250/year	Primary doctor:\$55 Specialist doctor:\$75 Generic prescription:\$10 ER visit:\$75

Scenario 5: Lowest Premium Costs by Metallic Level

5 (a) Non-disabled Childless Adult, Age 25

Lowest Cost Plan by Metallic Level	100% FPL	150% FPL	200% FPL	300% FPL
	(\$11,670) \$211 Monthly Tax Credit	(\$17,505) \$170 Monthly Tax Credit	(\$23,340) \$105 Monthly Tax Credit	(\$35,010) No Premium Tax Credit **
Bronze	\$0	\$32	\$97	\$202
Silver	\$13	\$54	\$119	\$224
Gold	\$46	\$87	\$152	\$257
Platinum	\$77	\$118	\$183	\$288
Catastrophic*	\$175	\$175	\$175	\$175

*Subsidy assistance is not available to help pay for a catastrophic plan.

**The ACA stipulates that individuals with incomes between 300%–400% FPL cannot pay more than 9.5% of their income in premiums. In this scenario, the premium is less than the 9.5%, so no premium tax credit is needed to offset the cost.

5 (b) Non-disabled Childless Adult, Age 40

Lowest Cost Plan by Metallic Level	100% FPL	150% FPL	200% FPL	300% FPL
	(\$11,670) \$273 Monthly Tax Credit	(\$17,505) \$233 Monthly Tax Credit	(\$23,340) \$168 Monthly Tax Credit	(\$35,010) \$16 Monthly Tax Credit
Bronze	\$0	\$24	\$89	\$241
Silver	\$12	\$52	\$117	\$269
Gold	\$54	\$94	\$159	\$311
Platinum	\$93	\$133	\$198	\$350

**Leon County
Board of County Commissioners**


Notes for Agenda Item #25

Leon County Board of County Commissioners

Cover Sheet for Agenda #25

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of the Voluntary Annexation Proposal from Elliot J. Jenkins to Annex Property Located along the North Side of Interstate 10, West of Sharer Road

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy, County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Director Weldon Richardson, Senior Planner, Development Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Do not object to the proposed voluntary annexation request from Elliot J. Jenkins to annex property located along the north side of Interstate 10, west of Sharer Road.

Report and Discussion

Background:

According to the Leon County Property Appraiser's database, Jenkins Roofing, Inc. owns the subject parcel (identification number 21-14-20-042-000-0). The subject property is a metes and bounds parcel, consisting of approximately 9.65 acres, and is located along the north side of Interstate 10, west of Sharer Road.

Analysis:

The referenced property is zoned Lake Protection and designated Lake Protection on the Future Land Use Map of the Comprehensive Plan (Policies 2.2.18 of the Tallahassee/Leon County Comprehensive Plan). The referenced parcel is located inside the Urban Service Area and is currently vacant. A map showing the location of the parcel proposed to be annexed is included as Attachment #1.

The Comprehensive Plan requires the Board of County Commissioners to review and make recommendations on proposed annexations to the City Commission. Specifically, Policy 2.1.4 of the Intergovernmental Coordination Element provides in part that:

The plan for each annexation shall be provided by the City Manager to the County Administrator at the time that it is provided to the City Commission. The Board of County Commissioners shall have the opportunity to review comments and suggest changes regarding the proposed annexation prior to the adoption of the annexation Ordinance by the City Commission.

The City of Tallahassee has indicated in their proposed Ordinance (No. 14-O-47) that they are committed to providing municipal services to the referenced property. The applicant's request for annexation, along with the associated Ordinance implementing the proposed annexation, is included as Attachment #2. The applicant's request for voluntary annexation is scheduled to be introduced to the City Commission on November 12, 2014, and is scheduled to be presented at a City Commission Public Hearing on December 10, 2014, for purposes of finalizing this annexation.

The County and City Administrations have instituted procedures to implement the annexation provisions. The City submits information and analyses for review by County staff. County staff comments on the proposed voluntary annexation are:

1. County Attorney: The County Attorney has indicated that the proposed annexation appears to comply with Chapter 171 of the Florida Statutes contiguity requirements, despite I-10 and service delivery separation.
2. Public Works: The Public Works Department finds there is no fiscal impact to the non-ad valorem assessments, as the subject property is currently vacant. However, there appears to be some errors within the legal description, which must be corrected prior to recommending approval of the annexation. Additionally, the proposed annexation should include the approximately 2.7 acres of the I-10 corridor to connect to the existing city limits.

3. Development Services: The Division finds that the proposed annexation would have minimal impacts to the County's Concurrency Management System. However, it would appear that approval of the proposed annexation would create an enclave, as the subject property would be surrounded by property located in the unincorporated County and access to the site is provided solely by County maintained roads. A list of property owners within 600 feet of the parcel involved in the annexation has been provided as Attachment #3.
4. Environmental Services: The Division does not object to the proposed annexation.
5. Planning, Land Management & Community Enhancement (PLACE): The Tallahassee/Leon County Department of PLACE finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy are adequately addressed. These criteria are outlined in a memorandum from the Department of PLACE, included as Attachment #4.

Options:

1. Do not object to the proposed voluntary annexation request from Elliot J. Jenkins to annex property located along the north side of Interstate 10, west of Sharer Road.
2. Object to the proposed voluntary annexation request from Elliot J. Jenkins to annex property located along the north side of Interstate 10, west of Sharer Road, and initiate the mediation process established by the Comprehensive Plan.
3. Board direction.

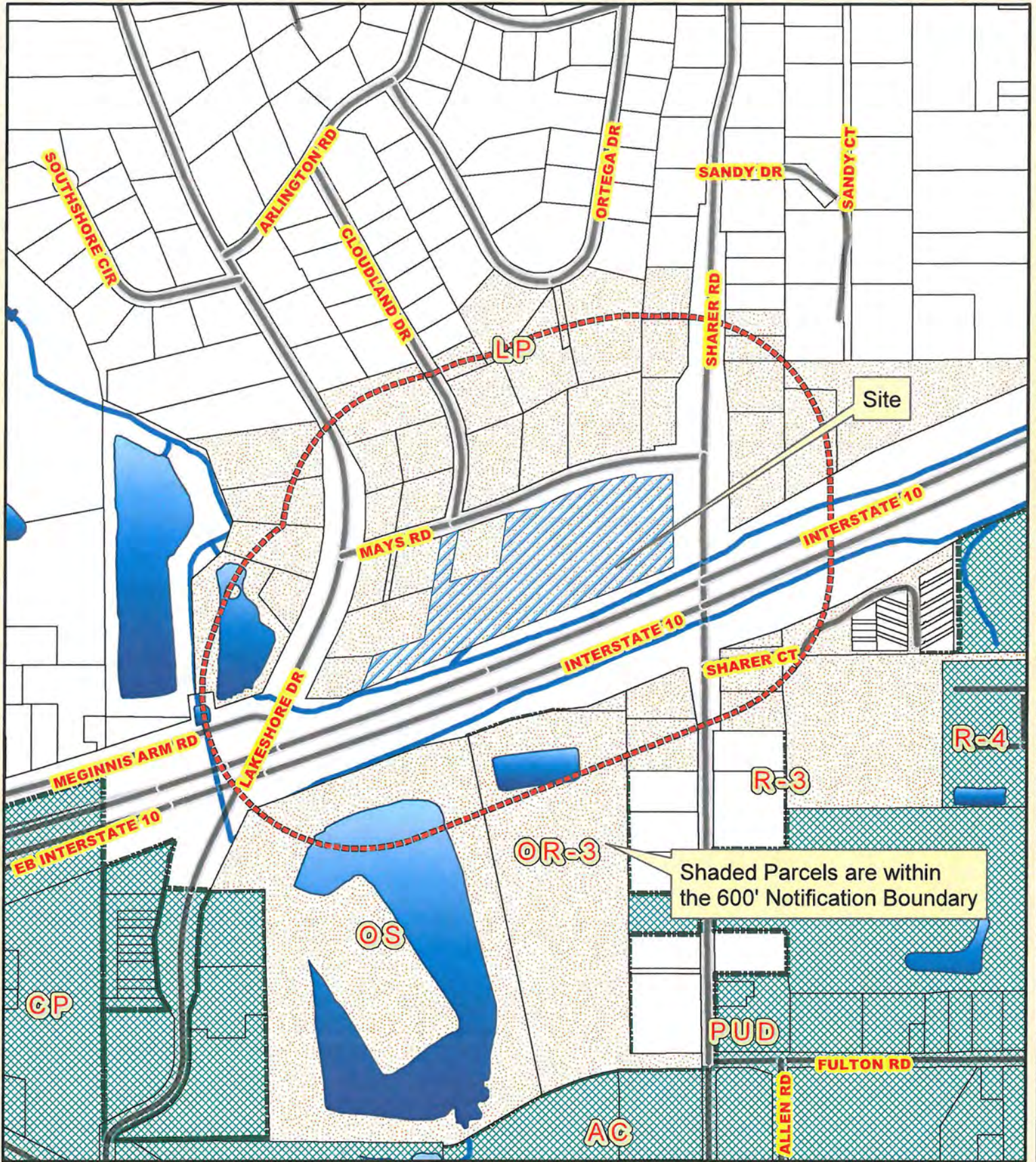
Recommendation:

Option #1.

Attachments:

1. Proposed Annexation Location Map
2. Request for Annexation from Jenkins Roofing, Inc. (Elliot J. Jenkins)
3. List of Property Owners within 600 feet of the Referenced Parcel
4. Memorandum from the Department of PLACE, dated October 24, 2014

VSL/AR/DM/RC/WR



Legend

- Site
- 600_foot_buffer
- Waterbody
- Roads
- Parcels
- Notified Parcels
- Watercourse

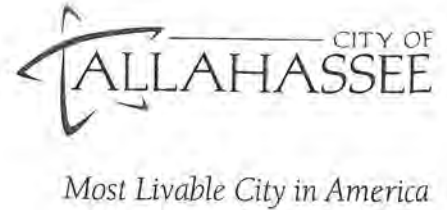
Mays Road Proposed Annexation
14-O-47
Located on Mays Road
Map Produced By Marcus Curtis 11/10/14
GIS Page 607 of 845

0 250 500 Feet

Tallahassee-Leon County
GIS

Posted at 5:45 p.m. on December 1, 2014

Disclaimer: While this product has been compiled from the most accurate sources of data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's Office, however, the product is for reference purposes only and it is to be considered as a legal document in a 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's Office assume no responsibility for any errors or omissions contained herein or any loss resulting therefrom.



October 13, 2014

Mr. Ryan Culpepper
Development Services Director
Leon County Growth &
Environmental Management
435 N. Macomb St.
Tallahassee, FL 32301

Re: Annexation of the 9.65 acres on Mays Road

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of 9.65 acres on Mays Road for your review and use. You are being provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance will go to the City Commission for introduction on November 12, 2014, and the public hearing will be December 10, 2014. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

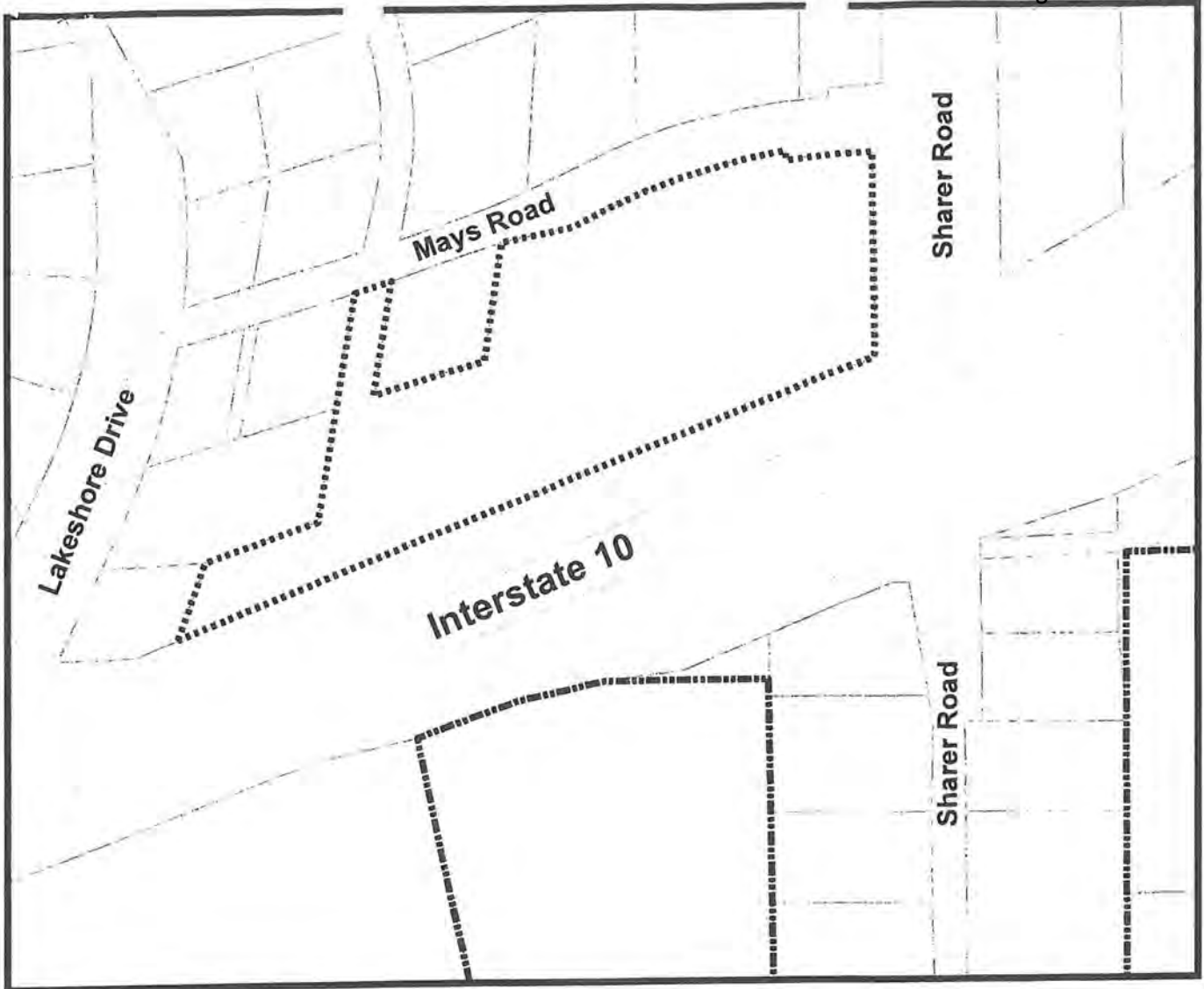
Please contact me at 891-8488 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin
Director
Management and Administration

attachments


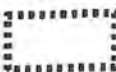
cc: Lewis E. Shelley, City Attorney
Anita Favors Thompson, City Manager

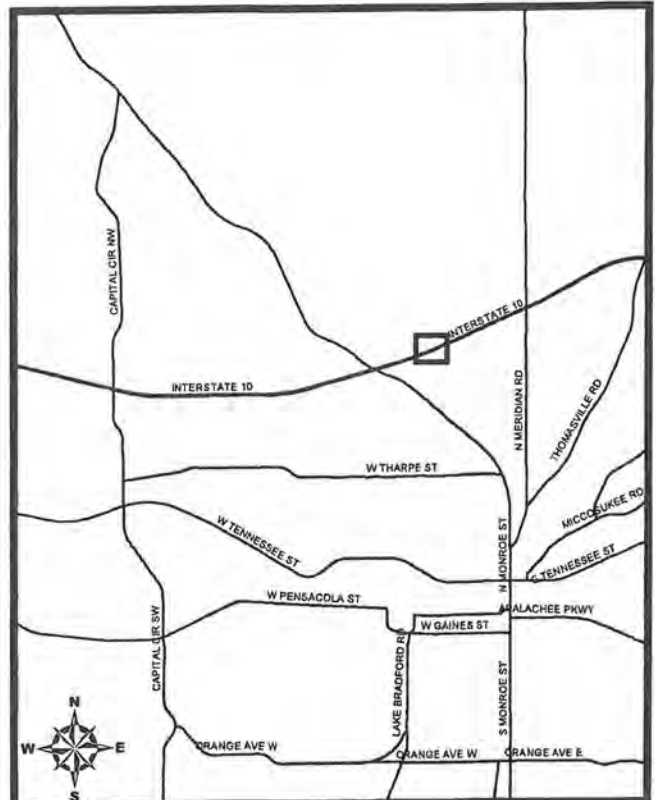


Ordinance No. 14-O-47

Mays Road PROPOSED ANNEXATION

LEGEND

-  CURRENT CITY LIMITS
-  PROPOSED CITY LIMITS





CITY OF TALLAHASSEE
PETITION FOR VOLUNTARY ANNEXATION

To: The City Commission of the City of Tallahassee

From: JENKINS Roofing, INC
5347 Gateway Drive
Tallahassee, Florida

Date: Oct 1, 2014

Re: _____

The undersigned owner(s) of the referenced property, 9.65 Acres Mays Road
legally described on the attached Exhibit A, and shown on the sketch attached as Exhibit B, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statutes, which authorizes the petitioning for voluntary annexation. Exhibits A and B are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owners of the subject property, including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER(S)

Signature: [Handwritten Signature] President Jenkins Ref. Inc.
Print name: Elliot S. Jenkins
Address: 5347 GATEWAY DR
TALL FL 32303
Telephone: 850-514-2225
Date: 10-1-14

Contact Person:
Elliot Jenkins 251-2830

STATE OF Florida
COUNTY OF Leon

Before me, this 1st day of October, 2014,
personally appeared Elliot Jenkins who executed the
foregoing Petition for Voluntary Annexation, and acknowledged before
me that same was executed for the purposes therein expressed.

Personally known ; or
Produced identification _____.
Type of identification produced: _____



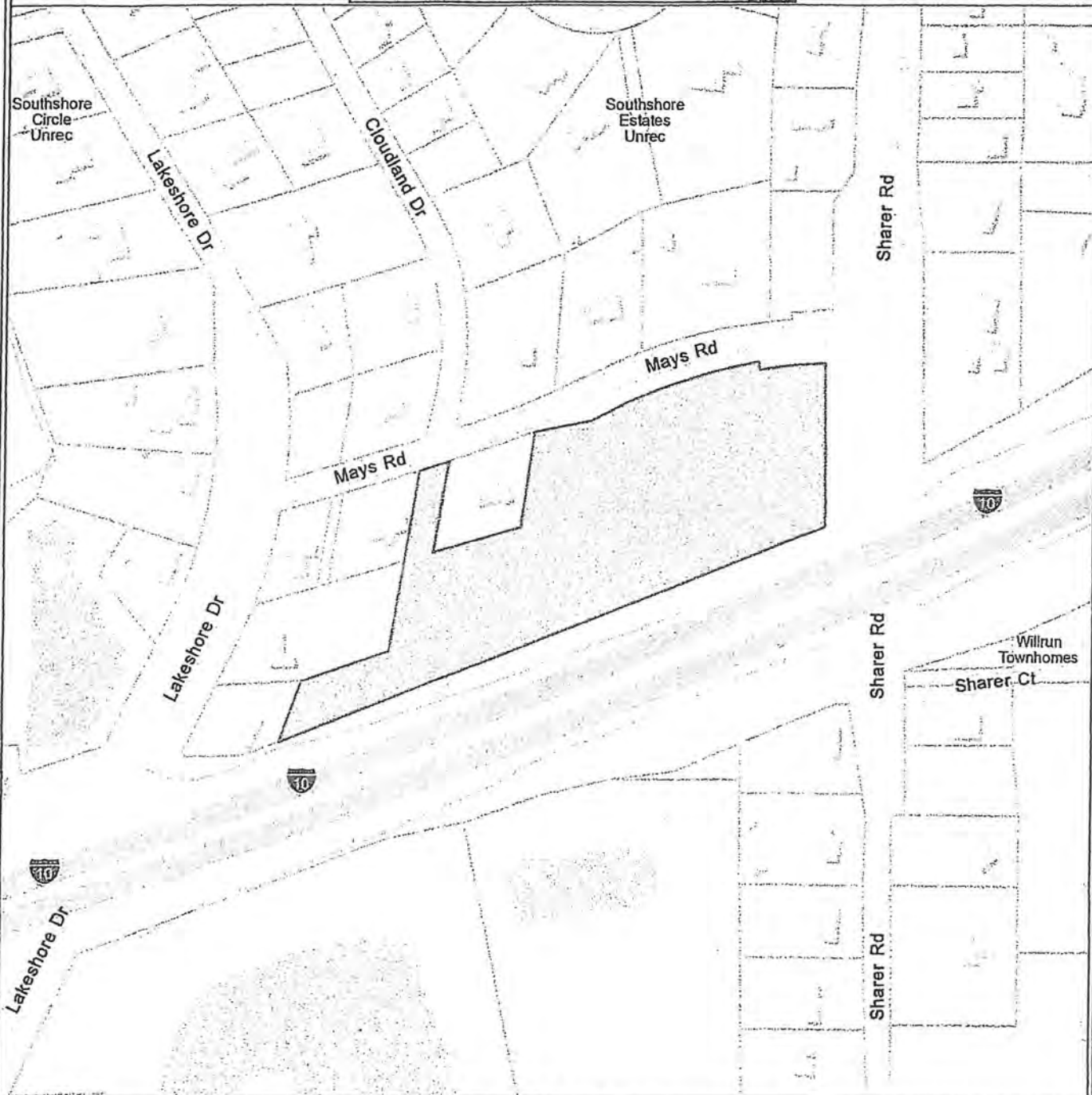
 (Notary Seal) Susan Franceschini
 (Signature of Notary Public)
Susan Franceschini
 (Typed or Printed Name of Notary Public)


315 S. Calhoun St
Tallahassee, FL 32301

Bert Hartsfield, CFA
Leon County Property Appraiser

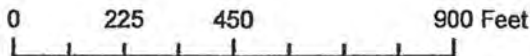


Phone - (850) 606-6200
www.leonpa.org



2114200420000

Legend	
	Parcels
	River
	Waterbody
	Buildings
	Parks
	Hospital
	Retail Center
	Stadium
	School, College or University
	City
	Unincorporated County



Date Drawn: Jul 31, 2014



DISCLAIMER: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product 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's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

EXHIBIT A

LEGAL DESCRIPTION

Commence at the Intersection of the Southerly right-of-way boundary of Mays Road and the Westerly right-of-way boundary of Shearer Road for the Point of Beginning. From said Point of Beginning run South 0 degrees 48 minutes 2 seconds East 353.95 feet along the Westerly right-of-way boundary of Shearer Road to a point on the Northerly right-of-way boundary of State Road 8 (Interstate Highway 10) thence South 60 degrees 50 minutes 27 seconds West, 14.53 feet along said right-of-way boundary, thence South 68 degrees 29 minutes 50 seconds West, 1280.79 feet along said right-of-way boundary, thence leaving said right-of-way boundary, run North 20 degrees 6 minutes 43 seconds East, 141.52 feet to an iron pipe (I.P.), thence North 71 degrees 2 minutes 16 seconds East, 206.03 feet to an Iron Pipe, thence North 09 degrees 27 minutes 30 seconds East, 398.32 feet to a point on the Southern right-of-way Boundary of the aforementioned Mays Road, thence North 72 degrees 16 minutes 23 seconds East, 67.53 feet to an iron pipe, thence, leaving said right-of-way boundary, run South 9 degrees 27 minutes 30 seconds West, 200.24 feet to an iron pipe, thence North 73 degrees 36 minutes 9 seconds East, 199.95 feet to an iron pipe, thence North 8 degrees 11 minutes 30 seconds East, 208.42 feet to an iron pipe on the Southern right-of-way boundary of the aforementioned Mays Road, thence along said right-of-way boundary as follows:

North 78 degrees 34 minutes 38 seconds East, 127.11 feet, thence North 62 degrees 50 minutes 23 seconds East, 42.85 feet to a point of curve to the right and concave to the South, thence along said right-of-way curve having a radius of 1113.28 feet, through a central angle of 17 degrees 55 minutes 55 seconds, for an arc distance of 348.42 feet, thence South 9 degrees 13 minutes 42 seconds East, 17.00 feet, to a point on a curve concave to the South, thence from a tangent bearing of North 80 degrees 46 minutes 18 seconds East along said right-of-way curve having a radius of 1096.28 feet, through a central angle of 4 degrees 4 minutes 5 seconds for an arc distance of 77.83 feet, thence North 84 degrees 50 minutes 23 seconds East, 65.45 feet to the Point of Beginning.

THE above described property being located in Section 14 Township 1 North, Range 1 West, Leon County, Florida.

ORDINANCE NO. 14-O-47

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING CHAPTER SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

9.65 ACRES ON MAYS ROAD

BEGIN at the Northeast corner of that parcel identified as Tax ID parcel 21-14-20-412, lying on the Southerly right-of-way boundary of Interstate 10; thence, crossing said Interstate 10, North 12 degrees 04 minutes 28 seconds West 320 feet, more or less, to an intersection with the northerly right-of-way of said Interstate 10; thence South 68 degrees 29 minutes 50 seconds West, along said northerly right-of-way boundary, 380 feet, more or less to the southeast corner of that parcel identified as Tax I.D. 21-14-20-0120000; thence, along the westerly boundary of last referenced parcel, North 20 degrees 06 minutes 43

seconds East 141.52 feet to the northeast corner of said last referenced parcel lying on the southerly boundary of that parcel identified as Tax I.D. 21-14-20-0130000; thence, along the southerly boundary of last referenced parcel, North 71 degrees 02 minutes 16 seconds East 206.03 feet; thence, along the westerly boundaries of last referenced parcel and that parcel referenced as Tax I.D. 21-14-20-0180000, North 09 degrees 27 minutes 30 seconds East 398.32 feet to the northeast corner of last referenced parcel, lying on the southerly right-of-way boundary of Mays Road; thence North 72 degrees 16 minutes 23 seconds East 67.53 feet, along said southerly right-of-way boundary to the northwest corner of that parcel referenced as Tax I.D. 21-14-20-0190000; thence along the easterly, southerly and westerly boundaries of last referenced parcel the following three (3) courses: South 09 degrees 27 minutes 30 seconds West 200.24 feet; thence North 73 degrees 35 minutes 09 seconds East 199.95 feet; thence North 08 degrees 11 minutes 30 seconds East 208.42 feet to the Northeast corner of last referenced parcel, lying on said Southerly right-of-way boundary of Mays Road; thence along said Southerly right-of-way boundary the following six (6) courses: North 78 degrees 34 minutes 38 seconds East 127.11 feet; North 62 degrees 50 minutes 23 seconds East 42.85 feet to a point of curve to the right and concave to the South; thence along said curve having a radius of 1113.28 feet through a central angle of 17 degrees 55 minutes 55 seconds for an arc distance of 348.42 feet; thence South 09 degrees 13 minutes 42 seconds East 17.00 feet to a point of curve concave to the South; thence from a tangent bearing of North 80 degrees 46 minutes 18 seconds East along said curve having a radius of 1096.28 feet through a central angle of 04 degrees 04 minutes 05 seconds for an arc distance of 77.83 feet; thence North 84 degrees 50 minutes 23 seconds East 65.45 feet to an intersection with the westerly right-of-way boundary of Shearer Road; thence, along said westerly right-of-way boundary, South 00 degrees 48 minutes 02 seconds East 353.95 feet to an intersection with the Northerly right-of-way boundary of Interstate 10; thence, along said Northerly right-of-way boundary, South 60 degrees 50 minutes 27 seconds West 14.53 feet; thence, continue along said Northerly right-of-way boundary, South 68 degrees 29 minutes 50 seconds West 603 feet, more or less; thence Southeasterly, crossing Interstate 10, a distance of 347 feet, more or less to an intersection with the Southerly right-of-way boundary of Interstate 10 and the southerly boundary of that property identified as Tax I.D. 21-14-20-045; thence, along said southerly right-of-way boundary the following two (2) courses: South 77 degrees 46 minutes 42 seconds West 76.23 feet; thence South 70 degrees 04 minutes 39 seconds West 172.46 feet to the POINT OF BEGINNING; containing 9.65 acres, more or less.

Section 2. That upon this ordinance becoming effective, the property owners and any residents on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined

by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED to the City Commission on the ____ day of _____, 2014.

PASSED by the City Commission on the ____ day of _____, 2014.

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Lewis E. Shelley
City Attorney



Office of the City Attorney

MEMORANDUM

TO: Raoul Lavin, Director – Management and Administration
FROM: Lewis E. Shelley, City Attorney - *L. Shelley*
DATE: October 9, 2014
RE: Voluntary Annexation, Mays Road

Pursuant to your request, I have reviewed the attached map of the above-referenced area in order to determine if this area meets the geographic requirements for annexation of Florida Statutes, Chapter 171. After having reviewed the appropriate map, I am of the opinion that the area fully qualifies under the statutory requirements of Florida Statutes, Chapter 171.

If I can provide any additional information, please do not hesitate to call.

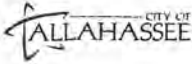
Attachment

	D	O	R	S	AA
1	TAXID	OWNER1	ADDR1	ADDR2	ZIP1
2	2114200170000	JOOS BRYAN L	840 MAYS RD	TALLAHASSEE FL 32312	32312
3	211410 B0010	BUSCH CHRISTOPHER F	3029 CLOUDLAND DR	TALLAHASSEE FL 32312	32312
4	211410 B0140	SHERLOCK JAMES F	3112 ORTEGA DR	TALLAHASSEE FL 32312	32312
5	2114200210000	BREARLEY GEORGE R	804 MAYS RD	TALLAHASSEE FL 32312	32312
6	2114200350000	SCHMIDT PHYLLIS E	3110 SHARER RD	TALLAHASSEE FL 32312	32312
7	2114200370000	CONKLIN RAYMOND C	3111 SHARER RD	TALLAHASSEE FL 32312	32312
8	2114200440000	RODDENBERY CHARLES SEABORN	2426 HWY 111 S	CAIRO GA 39828	39828
9	2114200420000	JENKINS ROOFING INC	5347 GATEWAY DR	TALLAHASSEE FL 32304	32304
10	2114200120000	ROBINSON WILLIAM H	2961 LAKESHORE DR	TALLAHASSEE FL 32312	32312
11	2113208020000	CITY OF TALLAHASSEE	300 S ADAMS ST	TALLAHASSEE FL 32301	32301
12	2114200510000	FUTCH PATRICIA W	3005 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
13	2114200180000	TALEVICH STEPHEN J	843 MAYS RD	TALLAHASSEE FL 32312	32312
14	211318 0001	WILLRUN HOMEOWNERS ASSO	2111 N MONROE ST # 200	TALLAHASSEE FL 32303	32303
15	2114200500000	GOODMAN ROBIN	3109 SHARER RD	TALLAHASSEE FL 32312	32312
16	2114200070000	TYRE JULIA L	3030 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
17	2114204010000	FLORIDA STATE UNIVERSITY CREDIT UNION	PO BOX 182499	TALLAHASSEE FL 32318-0022	32318
18	2114200460000	COOK MARTHA S	3003 SHARER RD	TALLAHASSEE FL 32312	32312
19	2113202690000	HEWITT ALISON KAREN	3085 SHARER RD	TALLAHASSEE FL 32312	32312
20	2114200260000	RODDENBERRY SAMUEL & LOUISE REVOC TRUST	3455 LAKESHORE DR	TALLAHASSEE FL 32312	32312
21	211410 0001	BEVIS A M JR	3111 A ORTEGA DR	TALLAHASSEE FL 32312	32312
22	2114200230000	PASSETT JOHN	3077 SHARER RD	TALLAHASSEE FL 32312	32312
23	2114200200000	KANTOR NATALIE D	842 MAYS RD	TALLAHASSEE FL 32312	32312
24	2114200150000	ZUBER STACY	3025 LAKESHORE DR W	TALLAHASSEE FL 32312	32312
25	2114200130000	KEEL FRANK J	3003 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
26	2114200090000	TAYLOR FRANK J	3010 LAKESHORE DR	TALLAHASSEE FL 32312	32312
27	2114200220000	LEE PAUL ZI-FANG	3108 SHARER RD	TALLAHASSEE FL 32312	32312
28	211410 B0170	JOHNSON BARRETT G	3113 ORTEGA DR	TALLAHASSEE FL 32312	32312
29	2114209030000	NORTHWEST FLORIDA WATER MGMT DISTRICT	ROUTE 1 BOX 3100	HAVANA FL 32333	32333
30	2114200160000	LUCIA MICHAEL J	254 E 6TH AVE	TALLAHASSEE FL 32303	32303
31	2114200140000	TINNEY TOMMON MARTIN REVOCABLE TRUST	3005 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
32	2114200310000	CALLAWAY J	3031 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
33	2114200530000	MCMILLAN ANDRA	3025 CLOUDLAND DR	TALLAHASSEE FL 32312	32312
34	2114200250000	MATTOX STEPHEN M	834 MAYS RD	TALLAHASSEE FL 32312	32312
35	2114200190000	GRANT COVETA M	837 MAYS RD	TALLAHASSEE FL 32312	32312
36	2114204120000	STATE OF FLORIDA DOT	1074 HWY 90 EAST PO BOX 607	CHIPLEY FL 32428	32428
37	2114204260000	NELSON JAMES S	2926 SHARER RD	TALLAHASSEE FL 32312	32312
38	2114200450000	RODDENBERY SAMUEL L	3455 LAKESHORE DR	TALLAHASSEE FL 32312	32312
39	2114200080000	KIDD MARY A	3020 W LAKESHORE DR	TALLAHASSEE FL 32312	32312
40	2114200540000	RODDENBERY CHARLES SEABORN	2426 HWY 111 S	CAIRO GA 39828	39828
41	2114200100000	LEON COUNTY	1907 S MONROE ST	TALLAHASSEE FL 32301	32301
42	2114200110000	PITT TRACY C	3006 LAKESHORE DR	TALLAHASSEE FL 32312	32312
43	2114200270000	WILSON W MATTHEW	3101 SHARER RD	TALLAHASSEE FL 32312	32312
44	2113202220000	CARTER QUINTON	PO BOX 6947	TALLAHASSEE FL 32314	32314
45	211410 B0150	BEVIS BARRY W	3111 ORTEGA DR	TALLAHASSEE FL 32312	32312

	F	Q	S	U	V
1	TAXID	HOA_NAME	AGENT1	ADDRESS1	ADDRESS2
2		COALITION OF NEIGHBORHOOD ASSOC	ATTN: PRESIDENT	PO Box 1462	TALLAHASSEE FL 32302
3	211105 0000	COURTLAND PARK HOMEOWNERS ASSOC	MR OSCAR ARENAS	338 ANTON DRIVE	TALLAHASSEE FL 32312
4	211103 0000	BRANDON WOODS AT LAKESHORE HOMEOWNE	GERALD K OSHESKY JR	840 DERBYSHIRE RD	TALLAHASSEE FL 32312
5	211207 0000	LINENE WOODS HOMEOWNERS ASSOC	MS LINDA STALVEY	3315 RUTLAND LOOP	TALLAHASSEE FL 32312
6	211212 0000	THE TERRE BONNE ASSOC	MS PAULA TYLER	3263 RUE DE LAFITTE	TALLAHASSEE FL 32312
7	2112040020000	HUNTERS CROSSING HOMEOWNERS ASSOC	MS VIRGINIA GREESON	374 ROB ROY TRAIL	TALLAHASSEE FL 32312
8	211318 0000	WILLRUN HOMEOWNERS ASSOC		2111 N MONROE ST #200	TALLAHASSEE FL 32303
9	211312 0000	LINENE ESTATES HOMEOWNERS ASSOC	MR DANA CALDWELL	2802 GREEN FOREST LN	TALLAHASSEE FL 32312
10	211375 0000	STARMOUNT NEIGHBORHOOD ASSOC	MS WENDY CROOK	277 STARMOUNT DR	TALLAHASSEE FL 32303
11	211427 0000	GOLDEN PARK HOMEOWNERS ASSOC	MR ROBERT BOTEL	1916 MAYMEADOW LN	TALLAHASSEE FL 32303
12	211510 0000	MERRY OAKS TOWNHOMES HOMEOWNERS ASSOC	MS FAE HARTSFIELD	1520 MERRY OAKS CT	TALLAHASSEE FL 32303
13	211530 0000	ASTORIA PARK HOMEOWNERS ASSOC	MR BILL PATE	1821 MAYFAIR RD	TALLAHASSEE FL 32303
14	212217 0000	WOOD RIDGE CONDO OWNERS ASSOC	MR DAN ISAACS	431 WAVERLY RD	TALLAHASSEE FL 32312



MEMORANDUM



"People Focused. Performance Driven"

To: Turquoise James, Department of Management and Administration, Office of Budget and Policy
Through: Cherie Bryant, Planning Manager, Tallahassee-Leon County Planning Department
From: Dan Lucas, Senior Planner-Research, Tallahassee-Leon County Planning Department
Date: October 24, 2014
Subject: Consistency Review: Proposed Voluntary Annexation of Mays Road property, approximately 9.6+/- acres, located along the north side of I-10 west of Sharer Road.

Staff has reviewed the proposed annexation of properties located along the north side of I-10 west of Sharer Road. There is one parcel (tax identification number 21-14-20-042-000-0) proposed for annexation that is zoned County LP. Property Appraiser records indicate the property has no structures.

Staff finds the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Element Policy 2.1.4 being adequately met:

- The annexation shall be implemented consistent with the requirements of Chapter 171, Florida Statutes as set forth in Policy 2.1.4[I].
- The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Director and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. All procedures for review and comment on the annexation as set forth in Policy 2.1.4[I] shall be followed.
- The City shall provide information as to how it will provide full urban services to the area to be annexed pursuant to Policy 2.1.1[I].
- A description of how land use compatibility will be ensured, pursuant to Policy 2.1.4(a)[I].
- A description of how facilities will be provided and by which entity, pursuant to Policy 2.1.4(b)[I].
- A description of how the level of service standards will be maintained consistent with the Comprehensive Plan, pursuant to Policy 2.1.4 (c)[I].
- The amount of any agreed upon water and/or sewer rebate that will be due to the petitioner, pursuant to Policy 2.1.4(d)[I].

The following is given as additional information related to this site:

- This property is in the Lake Protection land use category on the Future Land Use Map, which allows a density up to one dwelling unit per two acres.
- Land Use Element Policy 2.2.18 states: “An option to develop at a density of one unit per gross acre is available within the City as long as the resultant development clusters the units on 25% of the property and maintains the remaining 75% in natural open space. In the unincorporated portions of the Lake Protection category clustering is allowed on 40% of the site at a net density of two (2) units per acre on the developed portion of the property. The remaining 60% of the property must remain in natural open space.”
- The current zoning on this property is County LP. The City’s LP zoning district is comparable to County LP. The County’s LP zoning district states: “This district allows residential uses of one unit per two acres or two units per acre if clustered on 40 percent of the property, leaving the remaining 60 percent of the property as undisturbed open space in perpetuity.” The City’s LP zoning district states: “The lake protection district allows residential uses of one unit per two acres or one unit per gross acre if clustered on 25 percent of the property.”
- The records of the Leon County Property Appraiser indicate the acreage proposed for annexation has no structures.
- The adjoining parcels to the north and east are zoned County LP. I-10 right-of-way abuts the subject property to the south. The parcels to the west are zoned County LP.

cc: Ryan Culpepper, Leon County Growth & Environmental Management Department

**Leon County
Board of County Commissioners**


Notes for Agenda Item #26

Leon County Board of County Commissioners

Cover Sheet for Agenda #26

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Evaluation of Commercial Land Uses within the Rural Future Land Use Map Category and Consideration of Two Comprehensive Plan Text Amendments

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Megan Doherty, Principal Planner, Comprehensive Planning Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Accept staff's status report on the evaluation of commercial land uses within the Rural FLUM category.
- Option #2: Initiate the proposed Keep it Rural Coalition (KIRC) Rural Future Land Use Category text amendment.
- Option #3: Do not initiate the proposed Keep it Rural Coalition (KIRC) Urban Fringe Future Land Use Category text amendment at this time, but retain the proposed text changes for inclusion in other substantial future amendments affecting the Land Use Element/Urban Fringe Future Land Use Map (FLUM) category.

Report and Discussion

Background:

Over the past year, the Board has had numerous discussions regarding the appropriateness of certain commercial uses within rural areas of the County. A Land Development Code (LDC) revision, Ordinance 14-14, adopted on September 2, 2014, included “additional restrictions on all proposed retail trade-related minor commercial land uses in Rural, a limitation on the number of locations where retail trade-related minor commercial uses are allowed in the Rural zoning district, and additional restrictions on all proposed gasoline service stations with or without convenience stores...”

On September 23, 2014, the Board approved a Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road. The terms of the agreement include the following as it relates to zoning and land use matters:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners (“BOCC”) shall consider, at a duly-noticed public meeting, whether to amend the County’s LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as “Rural” on the County’s Future Land Use Map.
- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as “Rural” on the County’s Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.

Currently, a LDC revision prohibiting gasoline service stations, fuel oil dealers, and liquefied petroleum gas dealers on all property designated Rural is being processed through the necessary public hearings and is included on the December 9, 2014 Board Agenda.

While the Board was considering the settlement, two citizen-initiated text amendments were submitted by the Keep it Rural Coalition (KIRC) for the Comprehensive Plan amendment Cycle 2015-1. Both amendments would modify language within the Comprehensive Plan’s Future Land Use Element. The intent of these amendments, as stated by the applicant, is to “protect and enhance the rural areas as an amenity to and supportive of the County and the City of Tallahassee.” Staff is utilizing these proposed amendments to evaluate whether any commercial uses are appropriate within the Rural Future Land Use Map (FLUM) category per the requirements of the settlement.

The first amendment seeks to modify Policy 2.2.1 – Rural/Agriculture of the Future Land Use Element. This amendment would further restrict allowable commercial activities in areas designated as Rural on the Future Land Use Map (FLUM) (Attachment #1) and create a new “Rural Commercial” classification with greater location restrictions and less intense site development allowances than the existing Minor Commercial classification.

The second amendment seeks to modify Policy 2.2.2 – Urban Fringe. It proposes minor textual changes intended to further define the type and form of allowable ‘Minor Commercial’ uses within areas designated as Urban Fringe on the FLUM (Attachment #2).

Based on direction provided by both the City Commission and Board of County Commissioners (Board) at a joint meeting on October 28, 2008, all citizen-initiated text amendments must be approved by either the City or County commission prior to incorporation into the plan amendment cycle and full staff analysis. A minimum of two City commissioners or three County commissioners must approve the proposed amendment in order for the Planning Department to move forward with processing the amendment.

Analysis:

This initial analysis provides basic information evaluating the proposed text amendments and a brief discussion of potential issues associated with these policy changes. Full analysis of the potential impacts of proposed policy changes for Leon County and current property owners in areas designated as Rural or Urban Fringe would be included in a future staff report should the Board vote to place one or both amendment(s) in the 2015-1 Comprehensive Plan Amendment Cycle.

Proposed Changes to the Rural Future Land Use Category

The proposed text amendment submitted by KIRC would further restrict commercial activities on all properties designated as Rural on the Future Land Use map. It would restrict allowable commercial activity to “ancillary light industrial and minimal commercial uses that are functionally related to and supportive of agriculture, forestry, and grazing activities are allowed....” Additionally, the proposed text amendment would amend the Glossary of the Comprehensive Plan to create a ‘Rural Commercial’ category that would “Provide for sales and services functionally related to and supportive of agriculture, forestry, and animal husbandry. Gross floor area 5,000 ft² at limited intersections.”

The ability to locate a limited amount of non-residential development in the Rural zoning district was established with the adoption of the Comprehensive Plan in 1990. Policy 2.2.1 of the Land Use Element of the Comprehensive Plan notes that the Rural land use category is primarily intended for very low density residential (1 unit per 10 acres), minimal commercial designed to service basic household needs of adjacent residents, and passive recreational uses. Additionally, ancillary commercial and industrial uses associated directly with agri-business and timbering are allowed in the district. Policy 3.1.2 of the Land Use Element establishes commercial site location criteria based on the type of commercial use, its anticipated market, and proximity to intersections.

Objective 3.1 of the Land Use Element notes that commercial land use shall be provided for convenient, aesthetically pleasing, and environmentally sound commercial opportunities, which are easily accessible through planned integration into the existing transportation network. Furthermore, Policy 3.1.1 of the Land Use Element of the Comprehensive Plan states that commercial development shall occur only in locations that are appropriate to its service and trade area, that are compatible with adjacent existing and proposed land uses, and that has existing and programmed public services and facilities. Further, Policy 3.1.1 states that the intensity of commercial use is dependent upon the land use category in which the potential site is located and the functional roadway classification of the immediate adjacent roads.

Policy 3.1.2 of the Land Use Element provides guidelines for directing these commercial opportunities toward intersections to provide access and prevent strip commercialization. Policy 3.1.2(a) requires that minor commercial development “provide for sale of convenience goods and services to immediate residential area.” Policy 3.1.2(1)(c) states that minor commercial trade area is “generally within one mile and not considered as an attractor.” In addition to the convenience and associated limited trade area of the allowable minor commercial uses based on intensity (building size) restrictions, Ordinance 14-14 implements this policy by requiring an applicant to submit documentation demonstrating compliance with the trade area.

The County’s LDC was adopted in 1992 to implement the general concepts and provisions of the Comprehensive Plan, and therefore, provides greater detail and specificity regarding the intensity and types of non-residential development allowed in the Rural zoning district. The LDC further clarifies the commercial location criteria established by the Comprehensive Plan and notes the specific, non-residential uses allowed by right, with restrictions, and by special exception. The largest category of non-residential uses allowed by right in the Rural zoning district is retail trade. This category includes a broad range of general retail uses, including gasoline service stations and convenience stores, fuel oil dealers and liquefied petroleum dealers. The ordinance proposed for adoption on December 9 would prohibit the referenced fuel sales within the Rural zoning district.

Should the Board adopt the ordinance prohibiting fuel sales, the remaining retail uses allowable in the Rural category will be: retail nurseries and garden store, variety stores, general merchandise stores, grocery stores, meat and fish markets, candy, nut, and confectionary stores, dairy products stores, retail bakeries, auto and home supply stores, convenience stores, eating and drinking places, drugstores, liquor stores, used merchandise stores, catalog and mail-order houses, florists, and newsstands. The permissibility of these uses will be further limited by the size and location standards or the Rural zoning category.

The LDC clarifies the commercial location criteria established by the Comprehensive Plan and notes the specific non-residential uses allowed by right, with restrictions, and by special exception. The allowable retail trade uses in the Rural zoning district are restricted by intensity (building size limitation of 5,000 square feet per structure with a maximum of 10,000 square feet per location), and the commercial site location standards for minor commercial as outlined in the Comprehensive Plan and LDC. The site location standards provide for minor commercial land uses at or near (within 330 feet) the intersections of local and arterial, collector and arterial, and collector and collector roads.

Prior to the adoption of Ordinance 14-14 on September 2, minor commercial land uses (including gasoline stations) were allowed on approximately 245 intersections in the Rural zoning district. However, it should be noted that many other factors would have impacted the ability to develop all sites that complied with the commercial site location standards, including onsite environmental constraints, traffic concurrency considerations, canopy road protection-related issues, access, and other LDC site-specific regulatory and site design considerations. Additionally, it should be noted that since the adoption of the Comprehensive Plan and implementing LDC over twenty years ago, the requests for approval to develop non-residential uses in the Rural zoning district have been extremely limited.

Removing the option to allow minor commercial uses at intersections with local roads eliminated approximately 196 potential commercial intersections in Rural zoning. Approximately 39 potential commercial sites remain at collector-arterial and collector-collector intersections in the Rural zoning district. Subsequent to the Board's first Public Hearing on Ordinance 14-14, staff reviewed the 39 intersections utilizing data from GIS and other available sources, and determined that 12 of the intersections could not be developed based on environmental features, property ownership (National Forest), and/or existing residential uses in platted residential subdivisions. The 27 remaining intersections could potentially allow development of minor commercial uses consistent with the recently adopted supplemental design and regulatory provisions.

After further analysis of the remaining 27 intersections, staff noted that the Cap Tram Road and Apalachee Parkway intersection was listed twice on the chart. Therefore, the list of intersections that would allow minor commercial has been revised to reflect 26 potential intersections. A majority of these intersections have environmental constraints limiting the development potential to only two or three of the quadrants of each intersection. These environmental constraints include, but are not limited to, Canopy Road Protection Zone, floodzone, and wetlands. Other constraints include, but are not limited to, ownership and location of the quadrant in a residential subdivision with a Residential Preservation overlay. For example, the intersection of WW Kelley Road (major collector) and Tram Road (minor arterial) is significantly impacted with constraints as the northwest quadrant is located in the Walton Corners Subdivision, the northeast quadrant is located in the Walton Woods Unrecorded Subdivision, and the southwest quadrant is encumbered with wetlands.

The Leon County DSEM Citizen's User Group reviewed proposed ordinance removing fuel uses on November 17, 2014, and provided several comments. Although the Group was aware of the Board's commitment to the Settlement and Forbearance Agreement, the Group was concerned that the removal of such uses would impact the ability for small retail establishments, specifically convenience stores, to survive without the opportunity to sell gasoline, typically a primary commodity of these retail establishments.

Although consideration of a Comprehensive Plan amendment was not part of the Group's agenda for review, several Group members also expressed concern regarding the Settlement and Forbearance Agreement's requirement that the Board consider additional amendments to the Comprehensive Plan to further restrict or eliminate minor commercial uses within the Rural Future Land Use Category. In light of the proposed Ordinance, and since the Group does not have input in the Comprehensive Plan amendment process, the Group desired to express their concern regarding the potential Comprehensive Plan amendment included in the Settlement and Forbearance Agreement.

As is the case with the proposed text amendment, staff supports that limited commercial uses are appropriate within the Rural FLUM category. Consistent with the pending ordinance addressing gasoline service stations, the Land Development Code is the most appropriate method to effectuate narrowly defined uses and issues. Staff generally recommends maintaining the broad Comprehensive Plan policy to address any future land use issues through amendments to the Land Development Code, where possible. However, because of the significant community interest in the types of commercial uses that are currently allowable in the Rural FLUM category, staff is recommending that the Board initiate an amendment to enable further dialogue regarding the community's vision for rural commercial uses. Though staff is recommending moving forward at this time, the recommended option or substance of the proposed amendment may change based upon a more thorough evaluation by staff from Planning and the County Attorney's Office and feedback from the Board and the community at large.

Proposed Changes to the Urban Fringe Future Land Use Category

The proposed amendment to the Urban Fringe Future Land Use category is intended to clarify the interpretation of allowable 'Minor Commercial' uses and to propose the creation of design standards for future development within Urban Fringe. The proposed changes are relatively minor and could be more efficiently incorporated during a larger revision to the Future Land Use Element as a whole. Staff recommends the Board not initiate the proposed amendment at this time and instead direct staff to retain the proposed text changes for possible incorporation at a later date if supported by the Board.

Options:

1. Accept staff's status report on the evaluation of commercial land uses within the Rural Future Land Use Map (FLUM) category.
2. Initiate the proposed Keep it Rural Coalition (KIRC) Rural Future Land Use Category text amendment.
3. Do not initiate the proposed Keep it Rural Coalition (KIRC) Urban Fringe Future Land Use Category text amendment at this time, but retain the proposed text changes for inclusion in other substantial future amendments affecting the Land Use Element/Urban Fringe FLUM category.
4. Initiate the proposed Keep it Rural Coalition (KIRC) Rural Future Land Use Category text amendment to be processed during the Cycle 2015-1 Comprehensive Plan Amendment Cycle.
5. Initiate the proposed Keep it Rural Coalition (KIRC) Urban Fringe Future Land Use Category text amendment to be processed during the Cycle 2015-1 Comprehensive Plan Amendment Cycle.
6. Board direction.

Title: Acceptance of Status Report on Evaluation of Commercial Land Uses within the Rural Future Land Use Map, and Consideration of Two Comprehensive Plan Text Amendments

December 9, 2014

Page 7

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Proposed Text Amendment to the Rural Future Land Use Category
2. Proposed Text Amendment to the Urban Fringe Future Land Use Category



**Application for Amending the Text of the
Comprehensive Plan**



Including changes to maps other than the Future Land Use Map

Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either 2 City Commissioners or 3 County Commissioners in order to be processed as a proposed amendment.

Please contact the Planning Department at least 10 working days prior to the application deadline to discuss this process.

Applicant Name: Keep It Rural contact Pamela Hall
Address: Keep It Rural 9143 Stargate Way Tallahassee FL 32309
Pamela Hall: 5051 Quail Valley Rd Tallahassee FL 32309

Telephone: Pamela Hall: 850-445-6007

E-mail Address: phall@curg.org

Goals, Objectives, Policy Numbers or figures to be amended: Policy 2.2.1 [L] Rural/Agriculture FLU description, Policy 3.1.2 [L] A Commercial Classifications, Glossary, add term.

REQUIRED ATTACHMENTS

- Attachment 1: A strikethrough/underline version of any requested text changes.
- Attachment 2: Amended version of any requested changes to maps or figures. none needed.
- Attachment 3: Statement of the problem that is to be addressed by the requested amendment and anticipated positive effects of the request on the community.

APPLICATION DEADLINE:
Friday, September 26, 2014 at 5:00 PM (EST)

Received by the Tallahassee-Leon County Planning Department
on the 26 day of Sept, 2014

[Signature]
Staff Signature

Signature of Applicant

Keep It Rural, Inc
September 26, 2014

Dear County and City Commissioners, Planning Department Staff and Residents of Leon County;

Keep It Rural submits these amendments of the Rural and Urban Fringe Future Land Use (FLU) policies of the Comprehensive Plan in order to protect and enhance the rural areas as an amenity to and supportive of the County and the City of Tallahassee. We think that having a rural area that is distinct from the suburban and urbanized areas of our county is one of the reasons people chose to live here, create businesses here and raise their families.

We seek to retain and more strongly support the policies that promote the rural area for agricultural land uses, preserve its natural resources and ecosystem functions, protects its scenic landscape and to make it a superb amenity to all of the residents of Leon County and the City of Tallahassee.

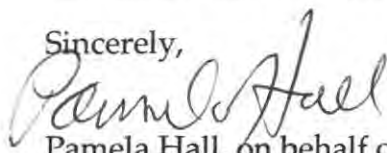
We believe our amendments will benefit the community and intent them to:

1. Continue to allow commercial development that is directly and functionally related to agriculture, silviculture and grazing uses of the rural area,
2. Prevent the undermining of Rural Communities as local centers of commercial and office development,
3. Create consistency between the Rural and Urban Fringe FLU policies and the main and many other goals of the land use elements of the Comprehensive Plan,
4. Clarify the intent of the Rural and Urban Fringe FLU as to the scope, scale and location of commercial development so that the implementation of these policies leads to clear and consistent Land Development Code and Zoning regulations for the Rural and Urban Fringe.

We are seeking to promote the primary goal of the Comprehensive Plan that is to direct development to the Urban Services Area (USA) and the Rural Communities. These goals cannot only be achieved by policies that encourage development in the USA and the Rural Communities. It much also include policies that discourage and disallow development outside of these areas. Both types of policies need to be in place.

We also hope that the Commission and Planning Staff will use these proposed amendments as an initiation of a community discussion. Please contact us for further discussion and conversation about our rural lands and landscape.

Sincerely,



Pamela Hall, on behalf of Keep It Rural

Keep It Rural Coalition (KIRC) Rural Commercial Amendment

Policy 2.2.1: [L]

RURAL/AGRICULTURE * (Revision Effective 8/17/92; Revision Effective 7/26/06; Revision Effective 12/24/2010)

*(Leon County refers to this category as "Rural" only.)

Existing language:

Largely undeveloped acreage remotely located away from urbanized areas containing the majority of the County's present agricultural, forestry and grazing activities. Intended not to be scheduled for urban activity during the Plan Horizon due to lack of present and/or scheduled urban infrastructure services. Very low residential density (1 unit per 10 acres) and minimal commercial designed to service basic household needs of adjacent residents are allowed, as well as passive recreational land uses. Industrial and ancillary commercial land uses associated directly with the timbering and/or agri- business are permitted. Intended to maintain and promote present and future agriculture land uses and to prohibit residential sprawl into remote areas lacking basic urban infrastructure services.

Proposed language:

Largely undeveloped acreage located away from urbanized areas containing the majority of the County's present agricultural, forestry and grazing activities. Intended to maintain and promote present and future agriculture land uses, preserve natural resources and ecosystems functions, protect the scenic landscape and be an amenity to the urbanized areas. Very low residential density (1 unit per 10 acres) and passive recreational land uses are allowed. Ancillary light industrial and minimal commercial uses that are functionally related to and supportive of agriculture, forestry and grazing activities are allowed. Intended not to be scheduled for urban activity during the Plan Horizon.

Mark up language:

RURAL/AGRICULTURE * (Revision Effective 8/17/92; Revision Effective 7/26/06; Revision Effective 12/24/2010)

*(Leon County refers to this category as "Rural" only.) Largely undeveloped acreage ~~remotely~~ located away from urbanized areas containing the majority of the County's present agricultural, forestry and grazing activities. Intended to maintain and promote present and future agriculture land uses, preserve natural resources and ecosystems functions, protect the scenic landscape and be an amenity to the urbanized areas. ~~Intended not to be scheduled for urban activity during the Plan Horizon due to lack of present and/or scheduled urban infrastructure services.~~ Very low residential density (1 unit per 10 acres) and ~~minimal commercial designed to service basic household needs of adjacent residents are allowed, as well as~~ passive recreational land uses are allowed. ~~Ancillary light~~ Industrial and ancillary minimal commercial land uses that are functionally related to and supportive of ~~associated directly with~~ agriculture, forestry and grazing activities ~~the timbering and/or agri- business are permitted~~ allowed. ~~Intended to maintain and promote present and future agriculture land uses and to prohibit residential sprawl into remote areas lacking basic urban infrastructure services.~~ Intended not to be scheduled for urban

Keep It Rural Coalition (KIRC) Rural Commercial Amendment

activity during the Plan Horizon. due to lack of present and/or scheduled urban infrastructure services.

NOTE: The language above requires the creation of a new commercial classification “Rural Commercial” which has greater location restrictions and less intense site development allowances than the existing “Minor Commercial”.

Policy 3.1.2: [L] (*Revision Effective 12/23/96; Revision Effective 6/28/02; Revision Effective 7/26/06*)

Allowed commercial development in the Mixed Use Category shall be determined in accordance with Objective 1.7 and the development pattern policies. Allowed commercial development in the Woodville Rural Community Category shall be determined in accordance with Objective 3.4 and subsequent implementing policies. In other Future Land Use Categories, development type and location standards for minor, neighborhood, community, regional, and highway commercial sites shall be as outlined below. These requirements are intended to group commercial land use toward intersections to provide access and prevent strip commercialization. Stringent access criteria which may include increased design considerations or the construction of frontage or service roads for development approval may be applied for commercial sites not located according to the commercial site location standards.

A. COMMERCIAL CLASSIFICATIONS

1. RURAL COMMERCIAL

a. Major Function

- 1) Provide commercial and office sales and services directly related to agriculture, silviculture and animal husbandry uses of rural land
- 2) Not intended for development that solely provides general household goods and services

b. Location

- 1) On or near the intersection (access within 330 feet of centerline of intersection) of collector and arterial or arterial and arterial
- 2) Maximum of two quadrants can be developed at intersection

c. Site Area

- 1) Five acres or less.
- 2) If subdivision occurs to create the commercial or office lot then the remaining parcel must comply with minimal parcel size or density requirement of the Future Land Use District in which it is located.

d. Range of Gross Floor Area

- 1) Maximum of 10,000 sq ft per intersection
- 2) Maximum building size of 5000 sq ft including covered areas that are necessary for type of use
- 3) Maximum building size of 3000 sq ft for convenience stores
- 4) Gas stations and petroleum related uses are not allowed

Keep It Rural Coalition (KIRC) Rural Commercial Amendment

e. Design Standards

- 1) Aesthetically compatible with adjacent uses.
- 2) Adequate buffering, screening, landscaping and architectural treatment to be compatible with adjacent uses and to protect privacy of any surrounding uses
- 3) Minimal lighting and signage to reduce night sky light pollution and privacy of surrounding uses
- 4) Minimal parking; properly designed to provide for safe internal traffic circulation.
- 5) Access cannot be on local road

12. MINOR COMMERCIAL

Renumber remaining Commercial Categories

GLOSSARY

COMMERCIAL: *(Rev. Effective 6/25/96)* Generally, an activity or business involving the sale of goods and/or services carried out for profit.

RURAL: Provide for sales and services functionally related to and supportive of agriculture, forestry and animal husbandry uses. Gross floor area 5,000 sq ft at limited intersections.

MINOR: *(Effective 7/16/90)* Provide for the sale of convenience goods and services to the immediate residential area. Gross floor area - less than 20,000 square feet except at a local street intersection where maximum allowable is 10,000 square feet.

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Keep It Rural (KIR)

Application for amendment to the Rural FLU

Amendment to Policy 2.2.1 [L] Rural/Agriculture Future Land Use

The problem to be addressed is:

1. **Proliferation of inappropriate commercial development into rural and agricultural lands,**
2. **Resolution of inconsistent implementation of Comprehensive Plan Vision and Land Use Goal 1.**

The proposed amendment will accomplish these positive effects:

1. **Preservation of the Rural areas as an amenity to and supportive of the Urban Services Area and Rural Communities by preventing commercial sprawl,**
2. **Provide a consistent implementation of the Vision Statement and primary Land Use Goal 1 of the Comprehensive Plan by clarifying the intent of the Rural Future Land Use (FLU) policy so that it is fully supportive of the direction of growth into the Urban Services Area and Rural Communities,**
3. **Re-enforcement and continuation of the recent changes in the Comprehensive Plan that have limited residential development options and densities in the Urban Fringe FLU and have supported the retention of residential development in the Rural FLU only at low density.**
4. **Improves support of Rural Communities as the focal point for development in the rural area.**
5. **Continues to allow commercial and office land uses that are functionally related to and supportive of the agricultural, silviculture, and grazing activities in the Rural FLU.**
6. **Creates a new commercial site and design policy that is appropriate for Rural commercial development. The existing Minor Commercial provides location criteria, building size and total allowance, trade areas and impacts that are appropriate for suburban and urban locations. Rural areas need distinct criteria.**

Reasons to adopt these amendments are:

- A. The numerous goals, objectives and policies in the Comprehensive Plan that focus growth into the Urban Services Area (USA) and Rural Communities have been successful policies. The current allowance of substantial commercial growth in the Rural and Urban Fringe undermines these policies. Therefore, the Rural and Urban Fringe FLU should be amended to be consistent with the directed growth and infill policies of the Comprehensive Plan.
- B. The Regional Mobility Plan that also supports focus of growth and adopts conservation and preservation of the vast majority of land outside of the growth

Keep It Rural (KIR)
Application for amendment to the Rural FLU

centers has been adopted. None of the growth centers are in the Rural or Urban Fringe FLUs. Therefore, the Rural and Urban Fringe FLU should be amended to be consistent with the directed growth and infill policies of the Regional Mobility Plan.

- C. Numerous analyses of population accommodation for Leon County have repeatedly demonstrated that the current designation of the USA and Rural Communities provides sufficient development capacity for decades to come. The establishment of the USA has been successful and it should not be undermined by the current significant allowance of commercial development in the Rural and Urban Fringe.
- D. Numerous changes in the Comp Plan have been made to reduce residential development in areas outside the USA. Amendments that would increase such development have been routinely defeated because they contradict the Vision and land use goals of the plan. Policies for commercial development should follow suit and reduce commercial development allowance outside the USA and Rural Communities.
- E. There are significant negative fiscal, economic and environmental impacts to allow conversation of rural lands into residential or commercial development.
- F. Rural residential areas are already sufficiently served by commercial development inside the nearby USA, Urban Fringe and Rural Communities. Limiting commercial development in rural areas to what is only directly functionally, connected to agriculture, silviculture, animal husbandry or hunting will not materially affect the rural economy.

The proposed amendment will directly:

1. **Limit but not eliminate commercial and office uses in the Rural area to those directly and functionally related to agricultural, forestry and grazing activities,**
2. **Create a Rural Commercial category that provides appropriate location, scale and size criteria for development.**
3. Direct commercial development suited to serve rural households needs to nearby Urban Fringe, Rural Community or Urban Services Area commercial centers,
4. Retain substantial commercial development rights in nearby Urban Fringe locations,
5. Affect a small number of land owners and intersections in the Rural FLU, and not modify the potential for large land owners to realize substantial development rights with future planned mixed use developments if population accommodation ever requires such,
6. Require an amendment to the Rural Zoning code.

Keep It Rural (KIR)
Application for amendment to the Rural FLU

Elaboration on the above reasons:

A. The numerous goals, objectives and policies in the Comp Plan that focus growth into the USA and Rural Communities. These are successful policies. The current Rural and Urban Fringe FLU that allow large amounts of inappropriate commercial development in these areas outside the USA and Rural Communities are undermining them.

1. Land Use Goal 1

The main intent of the Land Use policies of the Comprehensive Plan are to channel growth into "locations and activities that protect the natural and aesthetic environments and residential neighborhoods". The "inevitable growth" referenced in this goal does not mean "inevitable" conversion of rural land into residences or commercial development. Sustained and consistent implementation of the stated intent to "channel growth" will protect surrounding rural areas.

2. Objective 1.1. Establishment Urban Services Area

The Urban Services Area (USA) is the primary tool for focusing growth in a fiscally and environmentally responsible manner. The USA is intended to capture 90% of new residential growth and supporting non-commercial development.

3. Policy 1.1.1. Establishment Rural Communities

This policy recognizes existing communities that are outside of the USA. These communities have traditionally provided services to the surrounding rural areas and Policy 1.1.1 formalizes this.

4. Many policies that encourage or require infill inside the USA have been adopted and implemented with tremendous success, providing greater opportunities and choice of residence, work and shopping for residents. Such policies include the Multimodal District, Southside Sector Plan, Southwood Sector Plan, Welanunee Sector Plan, Mahan Corridor, Market Square Initiative and the Bradfordville Sector Plan.

5. The Bradfordville Sector Plan prohibits commercial development in all Urban Fringe FLU designated parcels located between Thomasville and Centerville Road. This was adopted because of the size of the commercial center at Bradfordville was clearly sufficient to provide any needs of the surrounding suburban, ex-urban and rural population.

6. The Mahan & I-10 intersection have a number of large scale planned and built commercial and office developments that are within or adjacent to the Urban Fringe area of the eastern portion of Leon. Therefore, all of these UF areas are well served by existing commercial development. What works for the UF between Thomasville and Centerville, can work for all UF south of Miccosukee and Crump intersection.

Keep It Rural (KIR)
Application for amendment to the Rural FLU

7. **The focus of the public and private resources should be to realize the allowed development densities/intensities of the USA and Rural Communities and not to dissipate this fiscal and environmentally sound effort by encouraging for commercial sprawl outside the USA.** The land inside the USA is under utilized until it is provided with infrastructure that supports the density/ intensity for which it is zoned. Local governments are making and implementing plans to provide this infrastructure but it will take many years. In the meantime it should not be undermined by commercial development scattered in the rural area.
- B. **The Regional Mobility Plan of CRTPA (adopted by both COT and BCC) reflects the adoption of a multi-faceted transportation plan that supports the integration of transportation and development to further foster urbanization of Tallahassee, infill and more mixed used in towns in the four county planning area. None of the policies in the RMP support growth in the rural area.**
1. **Identified "growth centers":** Bradfordville, Mahan&Rt90, Southwood, Woodville, Tallahassee Regional Airport, Fred George Neighborhood and COT multimodal district. None of these are in the Rural area of Leon County.
 2. **Adopted the "Quality Growth Plus" scenario** *"This scenario incorporated more intensive and exceptional growth management strategies than Scenario 2, for example higher densities in compact areas and more extensive emphasis on the preservation of community resources including environmental, cultural and historic assets."*

This scenario is a repudiation of "Business as Usual" and is recognition of the importance of focusing growth into the designated growth centers, the value of open space and undeveloped rural and the elimination of premature conversion of rural lands into developed acreage.
 3. **The RMP also included adoption of 10 principles of Smart Growth which direct growth into compact, mixed use, multi-modal urban and suburban areas, make a clear demarcation between these areas and rural areas, and identify policies that will prevent the conversion of rural areas to residential and commercial sprawl.**
- C. **Numerous analyses of population accommodation for Leon County have repeatedly demonstrated that the current designation of the USA and Rural Communities provides sufficient development capacity for decades to come. All of the land use, transportation and infrastructure planning policies and implementation should reflect these results. Plans that don't reflect reality will not serve our community well.**
1. **Analysis of capacity of USA to accommodate population growth.** This has been done many times with results ranging from 60 to 100+ years based on current estimates of population increase over the period of the Comp Plan. **There will never be a time when "we run out of land".**

Keep It Rural (KIR)
Application for amendment to the Rural FLU

The capacity to accommodate population growth inside the USA is a function of policies such as whether infrastructure to support density and intensity as currently allotted is provided and limit development outside of it.

2. RMP and previous analyses of population accommodation of Future Land Use Map assumed a population growth rate of 2.1% from 2008 to 2030. The new estimate of population growth is 1.7%. This means that even the most conservative scenario over-estimated the "need" for land to accommodate population.
3. **The USA has been successful.** People and businesses continue to be attracted to the urban and suburban areas of the Leon County. After decades residential and commercial sprawl Leon County has experienced, the population centroid of Leon County has ceased moving outward in the last decade. The number of dwelling units inside the USA has continued to increase compared to outside the USA. People are moving into town, not out into rural and urban fringe areas.

D. Numerous changes in the Comp Plan have been made to reduce residential development in areas outside the USA. Commercial policies should follow suit and prevent commercial sprawl outside the USA. There have been numerous changes in policy that support denser residential development in the USA and proposals that would do the opposite have been denied.

1. The intent of the Urban Fringe was changed in 2011 from being the next location for USA boundary expansion "*To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area*"
2. Residential development allowance in the Urban Fringe has been significantly reduced since adoption of the Comprehensive Plan because it is has been recognized that those policies were encouraging residential development outside the USA. Clustering for the purposes of holding land for future development when the USA was expanded has been deleted because expansion of the USA is unneeded for the foreseeable future. The criteria for converting Rural to Urban Fringe have been significantly tightened. Also, the density allowance for conservation subdivisions was reduced to "neutral", meaning no more than conventional allowance of 1 unit per 3 acres (0.33 DU/ acre) for the same reasons as previously stated.
3. The spread of Conservation Subdivision into the Rural area which would encourage development by providing options has not been adopted despite numerous attempts to do so.
4. Numerous Comprehensive Plan amendments to increase the USA, change parcel from Rural to Urban Fringe, expand Urban Fringe have been

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Keep It Rural (KIR)
Application for amendment to the Rural FLU

rejected due to their contradiction of the primary goals of the Comp Plan.

5. A cap on total development in Rural and UF in the PSPZ and a system of transfer of development rights from Rural and UF in PSPZ has been developed to protect the land and water resources of the PSPZ and to support Woodville Rural Community as a focal point of development.
 6. The allowance of substantial commercial development in to Rural area is an inducement to more residential development. The Comprehensive Plan must discourage and disallow inappropriate residential and commercial development outside the USA and Rural Communities as a way to enhance development inside these focus areas. Both need to be done.
- E. There are significant negative fiscal, economic and environmental impacts to allow conversation of rural lands into residential or commercial development.
1. **Cost of Providing Services** – Many studies have demonstrated that large lot residential development is a much bigger expense to local governments than compared to urban/suburban infill development. The study below which includes Leon and surrounding counties, demonstrates that agriculture much cheaper to public purse than residential development. Commercial development scattered across landscape is costly to provide public services (fire, EMT, etc) just as is the same low density residential.

(<http://www.talltimbers.org/images/ttlc/COCSSingles.pdf>)
 2. **Economic Analysis of Rural Lands** – This study describes the tremendous value in jobs and economic output including timber, hunting and recreation that are provided by rural lands.
(http://talltimbers.org/images/ttlc/RH_EconomicImpact.pdf)
 3. **Ecosystem Service Function Value** – This study puts an economic value on the services that natural ecological systems provide to the communities that include them. These functions are extremely expensive to re-create via engineered systems that also often cannot work as well as the natural systems. Intact natural ecosystem functions provide resilience and recovery in the wake of unusual weather events.
(<http://www.talltimbers.org/images/ttlc/ValuingEcosystemServices-RHR-SWGANF.pdf>)
 4. **The premature conversation of rural lands to large residential or mixed use developments is often the result of local governments that create such opportunities by inconsistent application of long term planning goals.** The value of rural land for non-agricultural use is a function of local land use policies. If the policies are very clear in intent, the

Keep It Rural (KIR)
Application for amendment to the Rural FLU

- 5. Rural residents do not necessarily travel more miles than urban or suburban residents.** Providing commercial is not apt to reduce vehicle miles traveled for Rural and Urban Fringe dwellers. Commuters into the urban and suburban areas dominate the rural area in Leon County. Therefore, the commercial services of these areas are available to most rural residents on a daily basis. Rural residents also tend to combine trips, doing errands as they pass through urban commercial centers during daily commutes. **Scattering commercial development throughout the Rural area will not get people out of their cars. It is more apt to increase the VMT of rural residents, as they will use these locations in addition to their daily commute and combined errand pattern of driving.**

A study of VMT by rural, suburban and urban drivers in Oregon concluded that rural residents drive no more than urban residents and on average, less than suburban ones. They also drive under conditions that optimize fuel efficiencies of their vehicles. Though they tend to drive less fuel efficient vehicles than residents of community types, the conditions under which they drive; uncongested higher speed roads; result in similar if not better fuel economy. We believe this is likely also true for Leon County residents.

- 6. Reduction of Vehicle Miles Traveled at the community level is much more effective when a large population sector is provided with alternatives to car use or shorter trips.** A more effective way to reduce County average VMT is to provide transportation alternatives to urban and suburban populations that create a shift in transportation modes – getting folks out of their car to walk, bike and take transit. This can only happen in higher density locations with walkable/bikeable distances.

The number of residents who live in the Rural area (about 13K) and Urban Fringe (about 19K) is small relative to the rest of Leon County (280K) are only 11% of the population. Lowering their VMT will create a very small change in the County average compared to a similar amount of change in the greater urban and suburban population. It is a “false economy” to scatter convenience stores throughout the rural area to “reduce” VMT.

- 7. The amount of allowed commercial development in the Rural area is much more than needed given the existing uses and the intent of the Comprehensive Plan to direct population growth accommodation into the USA and Rural Communities.** There are approximately 27 intersections in the Rural FLU that can have commercial development with a maximum of 20,000 sq ft allowed per intersection. **This is a total of 540,000 sq ft of commercial development currently allowed in the Rural FLU.**
- 8. The Urban Fringe FLU states that “minor commercial activities” and “minor offices” are allowed. A minor “activity” is less than the full allowance of minor commercial but the LDC implements this as allowing both Minor AND Neighborhood Commercial.** This is clearly inconsistent with the Comprehensive Plan. The Urban Fringe FLU should

Keep It Rural (KIR)
Application for amendment to the Rural FLU

be made unambiguous that only minor commercial is allowed in the UF and the Urban Fring Zoning LDC amended.

9. There are about 18 intersections that have at least some portion in the UF Zoning. The maximum allowance for Neighborhood commercial is 100,000 sq ft. **This is a total of 1.8 million sqft of commercial development that is currently allowed in the Urban Fring FLU due to an misinterpretation of policy in the implementation of the UF Zoning code.** Minor Commercial would allow 360,000 sqft maximum total commercial (18 intersections x 20,000 sqft/ intersection). In addition, the wide ranging list of allowable retail uses should be scrutinized so to limit commercial land use that is appropriate for the intent of Urban Fringe to protect Rural areas and to not be an attractant for more growth which undermines the concentration of growth inside the USA and Rural Communities.
10. **The distance between Rural Communities and major commercial nodes inside the USA are not far and relative to residential density, are closer to rural residents than commercial nodes are to residents inside the USA.** The distances from Rural Communities and commercial centers inside the USA are between 4.5 miles (Woodville RC & Woodville/CCSE) and 12.8 miles (Miccosukee & Bradfordville). The average residential density (lot size) in Rural = 0.04 DU/ Acre; Urban Fringe = 0.25 DU/ acre and inside USA = 3.1 DU/ Acre. Therefore, Rural and Urban Fringe dwellers are between 4 to 7 (1/2 maximum distance) times as far away from a "convenient" service but are 17 to 77 times less dense that the residences within the USA (1 mile = "convenient"). This means that access to commercial services, relative to local residential density is GREATER in the rural area than in the suburban USA.
11. **Minor Commercial development standards in the Comprehensive Plan reflect suburban/urban types of development, scale and design.** The "trade area", area of impact, status of "attractor" are based on the average values for a type of development which is, by industry standards, a suburban/ urban site, not available at a rural site. Therefore, Minor Commercial site and development standards cannot be appropriate for rural locations. We have created a new commercial standard "Rural Commercial" that is more limited in size, scale and location.



**Application for Amending the Text of the
Comprehensive Plan**



Including changes to maps other than the Future Land Use Map

Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either 2 City Commissioners or 3 County Commissioners in order to be processed as a proposed amendment.

Please contact the Planning Department at least 10 working days prior to the application deadline to discuss this process.

Applicant Name: Keep It Rural, contact Pamela Hall
 Address: 9143 Stargate Way Tallahassee FL 32309
P. Hall : 5051 Quail Valley Rd, Tallahassee FL 32309
 Telephone: 850-445-6007 (Pam Hall)
 E-mail Address: phall@corq.org
 Goals, Objectives, Policy Numbers
 or figures to be amended: Policy 2.2.2 [L] Urban Fringe FLU

REQUIRED ATTACHMENTS

- Attachment 1: A strikethrough/underline version of any requested text changes.
- Attachment 2: Amended version of any requested changes to maps or figures. *none needed.*
- Attachment 3: Statement of the problem that is to be addressed by the requested amendment and anticipated positive effects of the request on the community.

APPLICATION DEADLINE:
Friday, September 26, 2014 at 5:00 PM (EST)

Received by the Tallahassee-Leon County Planning Department

on the 26 day of Sept, 2014

[Signature]
Staff Signature

Signature of Applicant

Keep It Rural Coalition (KIRC) Urban Fringe Commercial Amendment

Policy 2.2.2: [L]

URBAN FRINGE * (Revision Effective 8/17/92; Revision Effective 7/26/06; Revision Effective 4/10/09; Revision Effective 12/24/2010; Revision Effective 12/15/11)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

Conventional subdivision of land in the Urban Fringe may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation Subdivision developments are allowed and encouraged. Conservation Subdivision design in Urban Fringe may be permitted at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.

~~Appropriately sized Mminor commercial activities and minor offices development is limited to that which is appropriate in size, type and design to be consistent with protection of Rural areas from development—are permitted. Industrial, office and more intensive commercial and office~~ land uses are prohibited due to lack of present infrastructure services or potential negative environmental impacts. Present or future agricultural, silviculture and forestry activities may be allowed.

September 26, 2014

Keep It Kural (KIK)
Application for amendment to the Urban Fringe FLU

Amendment to Policy 2.2.2 [L] Urban Fringe Future Land Use

This amendment is intended to produce a very simple result. The Urban Fringe FLU states:

“Appropriately sized minor commercial activities and minor offices are permitted.”

However, the current implementation of the Urban Fringe FLU in the Urban Fringe Zoning Code is to allow both Minor and Neighborhood Commercial. We believe this is an incorrect interpretation. Our amendment to the Urban Fringe FLU clarifies that “minor commercial activities” is ONLY equivalent to Minor Commercial and cannot be interpreted to allow Neighborhood Commercial.

The additional changes in the Urban Fringe FLU are intended to allow for site and design standards that are appropriate for the Urban Fringe and are significantly different than what is usually found in suburban areas. The actual standards would be implemented through the Urban Fringe Zoning Code. We suggest that the recent standards that were added to the Rural Zoning Code be considered for Urban Fringe Zoning as well.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #27

Leon County Board of County Commissioners

Cover Sheet for Agenda #27

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to C. W. Roberts in the Amount of \$2,789,682 for Construction of the Fred George Greenway and Park

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation Kathy Burke, P. E., Director of Engineering

Fiscal Impact:

This item has been budgeted and adequate funding is available. Construction of the Park will include a full size baseball field, a multi-purpose field, restrooms/concession stand, new park entrances and roadway, adequate parking, and a passive trailhead.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to C. W. Roberts in the amount of \$2,789,682 for construction of the Fred George Greenway and Park (Attachment #1), and authorize the County Administrator to execute..

Report and Discussion

Background:

In 2009, the County purchased four contiguous parcels located north of Fred George Road between Capital Circle NW, and the CSX railroad tracks. An additional two residential parcels, given to the County as mitigation for development rights granted elsewhere, are also considered part of the cumulative acreage (approximately 168 acres) for this property/project site (Attachment #2). The four, purchased parcels were acquired using monies from the Florida Communities Trust (FCT) and Blueprint 2000.

To ensure the project site would be developed in accordance with the FCT grant award agreement, a Management Plan was created. That plan, in part, called for the County to provide publicly accessible passive recreational and educational areas and facilities, as well as a baseball field on the southwest corner of the property.

In June 2012, the Intergovernmental Agency of Blueprint 2000 (IA) transferred \$1,087,774 to assist with the construction of amenities. Soon thereafter, County staff engaged DRMP, under its continuing services contract, to design and permit the new park. During the FY14 and FY15 budget cycles, additional County dollars were allocated toward the project.

Analysis:

The Invitation to Bid (ITB) for the Fred George Greenway and Park was advertised locally on October 16, 2014 (BC-11-18-14-05). A copy of the ITB is available at the Division of Purchasing. A total of 336 vendors were notified through the automated procurement system. Sixty-seven vendors requested bid packages. The County received five bids on November 18, 2014. The bidders were Talcon Group, N. FL Asphalt, C. W. Roberts Contracting, Inc., Allen's Excavation, and Sandco, Inc.

The lowest responsive bidder is C. W. Roberts for a total bid price of \$2,789,682 (Attachment #4).

Company	Total
Talcon Group	\$ 3,414,151
N. FL Asphalt	\$ 3,006,999
C.W. Roberts	\$ 2,789,682
Allen's Excavation	\$ 3,315,435
Sandco, Inc.	\$ 3,479,174

The MWSBE Division reviewed the MWSBE participation plans for the five bids to determine if the Aspirational Targets, 17% MBE and 9% WBE, for this project were met (Attachment #5). C. W. Roberts Contracting, Inc. included a total of 35.89% for M/WBE. This includes 15.1% for MBE and 20.79% for WBE, which exceeded the WBE aspirational target. The MBE aspirational target was missed by less than 2%; therefore, the Good Faith Effort Form was completed as required.

Options:

1. Approve the Agreement awarding bid to C. W. Roberts in the amount of \$2,789,682 for construction of the Fred George Greenway and Park (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to C. W. Roberts in the amount of \$2,789,682 for the construction of Fred George Greenway and Park.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with C. W. Roberts
2. Location and Boundary Map
3. Rendering of improvements being constructed
4. Bid Tabulation Sheet
5. MWSBE Analysis

VSL/TP/LD/KB/lld

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 C.W. ROBERTS CONTRACTING, 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 services related to Fred George Greenway in accordance with: 1) Fred George Greenway, Bid# BC-11-18-14-05 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within three hundred (300) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit

B, which is attached hereto.

5. PAYMENTS 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.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Katherine Kathrine Burke
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1518
E-mail: burkek@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 the 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 C**, 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 C**), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty

(30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

- Exhibit A – Solicitation Document
- Exhibit B - Contractors 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.

LEON COUNTY, FLORIDA

C.W. ROBERTS CONTRACTING, INC.

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Printed name

Date: _____

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

DRAFT

Bid Title: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 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. _____
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: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 2014 at 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified vendor for the the construction of a Baseball Field, a Multi-Purpose Field, Concession Area, Passive Recreation Parking Area, and all associated clearing, erosion control, earthwork, fill material, paving, grading, drainage, utilities, electrical, landscaping, signage, and installation of all miscellaneous appurtenances noted in the plans and specifications.

The proposed work is located on the northeast corner of the intersection of Capital Circle NW and Fred George Road , located in; *County: Leon Section: 8 Township: 1N Range: 1W*

The complete construction documents include a series of attachments which are listed in the Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010.

Bidders are to provide completed Bid Price Worksheets in written form as well as an electronic format. The Bid Price Worksheets are available in Excel file format on the Leon County Purchasing Division web site at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>.

Due to the size of the document, plans may be found in two places and Excel spread sheet shall be located at: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Plans-Specifications>
 All other documents shall be located at: <http://cms.leoncountyfl.gov/ProcurementConnect/>

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/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 17, 2014	Release of the ITB
November 5, 2014 at 10:00 AM	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: November 6, 2014	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: November 18, 2014 at 2:00 PM	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: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 2014 at 2:00 PM

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/procurementconnect/>. 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 with the Purchasing Division requesting clarification or asking questions, 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.

Bid Title: Fred George Greenway
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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.

CONTRACTOR'S QUALIFICATIONS

All Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications. Copies of both the contractor's, and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate FDOT certification in the fashion described will result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. 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.

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Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> 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/procurementconnect/> 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 - 17%
	Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
 - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.

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- 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
 - 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- c. Women - American Woman
6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
 7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIRMENTAS

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.

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:

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- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the 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 three hundred (300) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

CONSTRUCTION SITE SIGNAGE

Contractor shall provide appropriate construction site signage to be placed at a site approved in advance by the County Project manager. Sign is to be diagramed by the contractor with approval of a proof to be made by the Director of Facilities Management prior to being ordered or erected. Signage shall meet the following specifications:

The sign will be made from a 4 ft. x 8 ft. sheet of 3/4 inch exterior grade BC plywood. The plywood shall be painted with White Enamel Gloss. The temporary sign shall be mounted on 4x4 pressure treated posts with a minimum of 2 feet of burial, and 6 feet of exposed height for maximum visibility.

Lettering shall be a non-serif block print in black type. Any logos used must have prior written consent for use of the respective entities. The sign content shall consist of the following:

- 1) Leon County project name
- 2) Leon County Seal
- 3) Names and District of each of the Leon County Board Of County Commissioner with the Chairman and Vice Chairman appropriately identified
- 4) Name of County Administrator and County Attorney
- 5) Name of Director of Facilities Management & Construction
- 6) Name of General Contractor with major subcontractors
- 7) Name of Architect with consultants
- 8) Name and logo of major material manufacturers (where appropriate and approved by County)

PAYMENTS TO THE GENERAL CONTRACTOR

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

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if thin the County's opinion, the services being provided are not satisfactory. In such case, the

County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

1.1 FRED GEORGE BASIN GREENWAY

The scope of work to be performed under this unit price bid will include the construction of a Baseball Field, a Multi-Purpose Field, Concession Area, Passive Recreation Parking Area, and all associated clearing, erosion control, earthwork, fill material, paving, grading, drainage, utilities, electrical, landscaping, signage, and installation of all miscellaneous appurtenances noted in the plans and specifications.

The proposed work is located on the northeast corner of the intersection of Capital Circle NW and Fred George Road , located in;

County: Leon Section: 8 Township: 1N Range: 1W

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans, which were prepared by DRMP for Leon County. The construction procedure, materials, equipments, and the technical specifications listed herein, shall be in accordance with the following specifications and contract documents:

- 2.1 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 Edition and all supplemental documents thereto.
- 2.2 FDOT Roadway and Traffic Design Standards, 2010 Edition.
- 2.3 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010. (See attachment #3)
- 2.4 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.
- 2.5 "Technical Specification for Water and Sewer Construction," City of Tallahassee Underground Utilities, July 2014.
- 2.6 Special Technical Provisions included in this bid package.
- 2.7 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition and all supplemental documents thereto only pertaining to work within the Capital Circle NW (SR 263) Right of Way.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to be qualified for bidding.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 300 calendar days has been set for the completion of this Contract, including utility coordination and relocation.

Contractor shall invite all utilities involved in this project to attend the pre-construction conference. The contractor will be responsible for coordinating the any Utility Relocation

- 4.2 Right of Way:

- a. The contractor shall notify the engineer of any encroachment of the right of way, affecting construction activities, a minimum of fourteen working days prior to construction activities. The engineer shall notify private property owners of encroachment of a minimum of seven working days prior to commencement of construction. Any encroachments not removed by the property owners shall be removed by the contractor as part of the clearing and grubbing for the project.
- b. The contractor shall verify location of all right of way and easement limits prior to construction in an area and maintain clearly marked right of way and easement limits around all construction activities. Any monument within the limits of construction is to be protected. If in danger of damage the contractor shall notify the engineer or his designee.

- 4.3 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

A Building Permit will be required from the Leon County Development Support and Environmental Management. The application may be found at:

<http://cms.leoncountyfl.gov/Home/Departments/Development-Support-and-Environmental-Management/Building-Plans-Review-and-Inspection/Building-Permits>

- 4.4 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.
- 4.5 The contractor will be responsible for construction layout and surveying, including providing Record Drawings at the end of the job. The cost to prepare Record Drawings shall be incidental to the work and is not included as a separate pay item.

- 4.6 Utilities:
- a. The Contractor will be responsible for the coordination of all utility relocations within the project limits.
 - b. The exact location of all utilities in the vicinity of construction activities shall be determined by the contractor prior to construction. The contractor shall contact all utility companies prior to beginning of construction and coordinate schedules with utility owners during construction.
- 4.7 It is the Contractor's responsibility to establish a staging area with Engineer's review and approval prior to commencement of construction. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain a temporary staging area permit from Leon County Growth and Environmental Management Department.
- The contractor shall remove all equipment from the roadway and the shoulder during non-working hours to ensure the least practicable interference with traffic and pedestrians. The contractor is to provide the area for storing equipment.
- 4.8 Within 15 days after the contract has been awarded, the contractor shall submit to the engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed.
- 4.9 Leon County will provide a copy of the permits, except the NPDES Permit and Building Permit referenced as the Contractors responsibility above in Section 4.3, to Contractors as soon as they are approved. Contractor is also responsible to ensure all construction activities comply with the permit requirements.
- 4.10 Dewatering:
- a. If pumping is necessary for dewatering, the contractor shall use biodegradable fluids to prevent potential pollution.
 - b. Best management practices shall be followed, and all dewatering measures shall be approved by the County environmental inspector.
 - c. Contractor shall check with NFWFMD for potential permit requirements at (850)921-2986.
 - d. Contractor shall also comply with the directions given by the County Environmental Inspectors.
- 4.11 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.12 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
- 4.13 The Contractor shall coordinate with the School Board before and during construction, regarding bus routes.
- 4.14 Working hours will normally be from 8:30 a.m. to 4:30 p.m., Monday through Friday, however, upon request of the contractor, the engineer or his designee, may consider an alternative to these working hours based on the time of the year, site, weather, and traffic conditions.

- 4.15 Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise. All such signing and traffic control within the limits of the project shall be done in accordance with the engineer or his designee, applicable OSHA regulations and MUTCD
- 4.16 The Contractor shall provide two weeks advanced notice to Leon County Public Works Department for any planned road closure.
- 4.17 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.18 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
- 4.18 A playground is planned located to the south of the proposed Concession Building. The plans only call for mass grading to the grades shown on the Construction Drawings. The playground equipment will be installed by Others during the construction period. Coordination with the playground installer shall be included in the lump sum price for the Ballfield and Multipurpose Field (SP 109 and SP 110).

5. ATTACHMENTS

- Attachment #1 Final Construction Plans for Fred George Basin Greenway
- Attachment #2 Fred George Basin Greenway Pay Item Sheet
- Attachment #3 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010
- Attachment #4 Fred George Basin Greenway Special Pay Items and Special Technical Provisions
- Attachment #5 Fred George Basin Greenway Pay Geotechnical Investigation Reports and Addenda
- Attachment #6 Fred George Basin Greenway Concession Stand Construction Drawings and Specifications

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
- _____ 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

Kristen 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 TOTAL FROM UNIT PRICE SHEET: _____

**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)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify **all** of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of **all** Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

aspirational Target.

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 2014 at 2:00 PM

SECTION 3 – RESPONDENT’S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$			MBE Participation % WBE Participation % <u>(MBE or WBE Participation \$</u> <u>Total Bid \$)</u>

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: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 2014 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

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

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:

Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provided detailed information on reverse)</i>	<input type="checkbox"/> Yes <input 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 _____ DAY OF _____, 20____.

By: _____ Title: _____

Printed Name and Title: _____

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____

(Type of Business)

Province)

(State or

of which he/she is _____.
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of _____, 20____.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

**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 _____

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Signature of Authorized Representative Date

STATE OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me 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 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

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Bid Title: Fred George Greenway
Bid No: BC-11-18-14-05
Opening Date: November 18, 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

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY C.W. Roberts Contracting, Inc.
(Firm Name)
Robert P. Flowers
(Authorized Representative)
Robert P. Flowers
(Printed or Typed Name)
ADDRESS 3372 Capital Circle NE
Tallahassee, FL 32308
EMAIL ADDRESS jpowers@cwrrcontracting.com
TELEPHONE 850-385-5060
FAX 850-385-5605

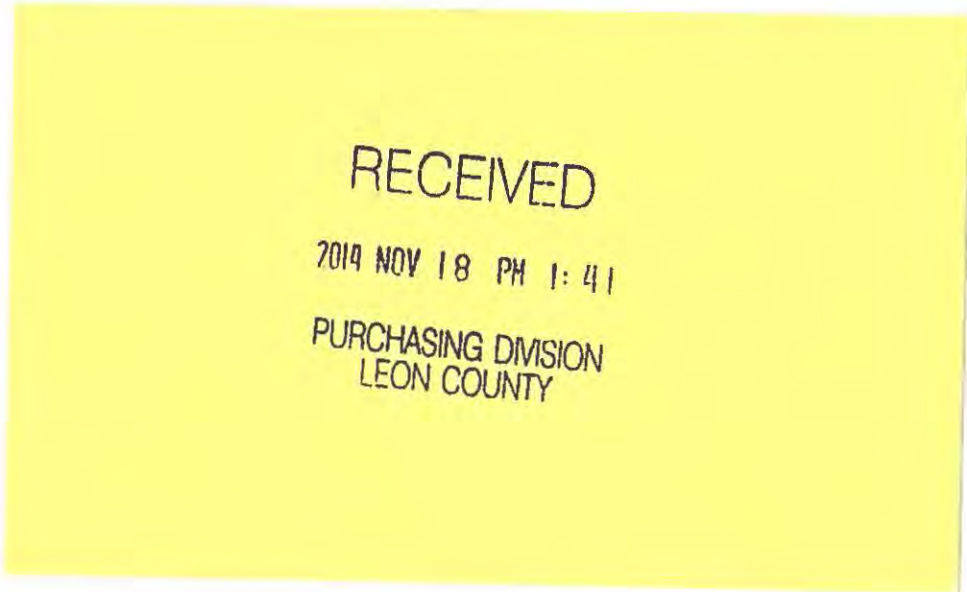
ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 11/03/14 Initials RPA
Addendum #2 dated 11/07/14 Initials RPA
Addendum #3 dated _____ Initials _____

BASE BID TOTAL FROM UNIT PRICE SHEET: ~~2,785,152.25~~
2,789,682.20 RPA

Attachment #2: Pay Item Sheet (Revised 11-7-14 Addendum 2)					
Fred George Basin Greenway					
Leon County, Florida					
A. Site Construction				Unit Price	Item Price
Item Code	Description	Quantity	Unit	Unit Price	Item Price
0101 1	Mobilization	1	LS	\$126,667.43	\$126,667.43
0102 1	Maintenance of Traffic	1	LS	\$4,274.10	\$4,274.10
0104 10 3	Erosion Control-Entire site, any necessary	1	LS	\$64,374.21	\$64,374.21
0104 15	Construction Entrance	4	EA	\$1,708.01	\$6,832.04
0104 18	Inlet Protection	19	EA	\$153.63	\$2,918.97
0110 1 1	Total Site (Pond 1, Pond 2, & Trailhead)	20	AC	\$1,920.06	\$38,401.20
0120 1	Total Site - Excavation	27,500	CY	\$4.02	\$110,550.00
0120 4	Unsuitable materials excavation* (Quantity Undefined)	1	CY	\$29.86	\$29.86
0120 8	Total Site - Fill Embankment	25,000	CY	\$1.90	\$47,500.00
0142 70	Select Fill - Clean Sand	3,800	CY	\$19.33	\$73,454.00
0180 4	Stabilized Maintenance Access (Type B Stabilization)	5,873	SY	\$2.63	\$15,445.41
0180 4	Type B Stabilization	10,680	SY	\$2.45	\$26,166.00
0285 7 3	Porous parking spaces base Graded Aggregate Base (5.5" OBG 03)	2,492	SY	\$8.39	\$20,907.88
0285 7 4	6" Base Course (Optional Base Group 04)	9,709	SY	\$7.86	\$76,312.74
0334 1 13	Asphalt Roadway SP 9.5 (1" asphalt)	485	TN	\$87.56	\$42,466.60
0334 1 13	Asphalt Roadway SP 12.5 (1.5" asphalt)	728	TN	\$76.11	\$55,408.08
0425 1521	Stormwater Structures - Ditch Bottom Inlets, Type C <10'	10	EA	\$1,963.78	\$19,637.80
0425 1522	Stormwater Structures - Ditch Bottom Inlets, Type C >10'	1	EA	\$4,145.75	\$4,145.75
0425 1533	Stormwater Structures - Ditch Bottom Inlets, Type C > 10' mod J bottom	1	EA	\$6,545.94	\$6,545.94
0425 2 81	Sanitary System - Manhole <10'	4	EA	\$3,054.77	\$12,219.08
0425 2 82	Sanitary System - Manhole >10'	1	EA	\$4,363.95	\$4,363.95
0425 2 71	Stormwater Structures - Manhole, Type J-7 <10'	1	EA	\$4,909.45	\$4,909.45
0425 2 72	Stormwater Structures - Manhole, Type J-7 >10'	1	EA	\$5,454.95	\$5,454.95
0425 5 1	Sanitary System - Adjust Manhole	1	EA	\$1,036.45	\$1,036.45
0430 174224	Stormwater Pipes - 19"x30" ERCP	125	LF	\$92.73	\$11,591.25
0430 175118	Stormwater Pipes - 18"	1,958	LF	\$49.09	\$96,118.22
0430 175124	Stormwater Pipes - 24"	669	LF	\$60.00	\$40,140.00
0430 610125	Stormwater Structures - U type endwalls	2	EA	\$3,054.78	\$6,109.56
0430 982125	Stormwater Structures - Mitered End Section, 18"	9	EA	\$1,309.19	\$11,782.71
0436 1 1	Stormwater Pipes - Trench Drain (French Drain, 24")	36	LF	\$572.77	\$20,619.72
0440 1 50	Stormwater Pipe - Underdrain Type V (Perforated)	400	LF	\$136.37	\$54,548.00
0440 73 2	Stormwater Pipe - Underdrain (6" Outlet, pipe from underdrain)	116	LF	\$21.82	\$2,531.12
0520 2 4	Ribbon Curb for porous parking (Type D Curb installed flush)	1,080	LF	\$12.76	\$13,826.60
0522 1	4" Sidewalk	2,904	SY	\$37.42	\$108,676.00
0522 2	6" Concrete Dumpster Pad	22	SY	\$39.85	\$885.56
0524 1 49	Concrete Overflow Weirs (10" thick conc ditch pvt, reinforced)	231	SY	\$65.61	\$15,163.20
0526 1 1	Porous parking spaces (Pervious pavers)	2,265	SY	\$27.00	\$61,164.00
0530 3 4	Riprap with grout	279	TN	\$109.79	\$30,627.80
0550 10 212	5' Chain Link Fencing	450	LF	\$14.82	\$6,669.00
0550 10 325	Dumpster Enclosure Fencing (Details in Civil Plans)	55	LF	\$29.94	\$1,646.70
0550 10 919	Split rail Fencing (vehicular barrier-Details in Landscape Plans)	1,378	LF	\$6.97	\$9,604.66
0570 1 1	Performance Turf, Seed & Mulch	7,000	SY	\$1.08	\$7,560.00
0570 1 2	Performance Turf, Sod	17,000	SY	\$1.08	\$18,360.00
0590 70	Irrigation (full coverage of landscape)	1	LS	\$327,263.86	\$327,263.86
0700 20 11	Miscellaneous Signage for Roads/Parking	15	EA	\$270.02	\$4,050.30
0710 11111	Striping-6" white	2,856	LF	\$0.86	\$2,456.16
0710 11211	Striping-6" yellow	300	LF	\$0.86	\$258.00
0711 11125	Striping 24" white (Thermoplastic)	72	LF	\$10.80	\$777.60
0711 11480	ADA Symbol	7	EA	\$54.00	\$378.00
0711 14170	Pavement Markings, Arrows	8	EA	\$229.10	\$1,832.80
1080 11223	Sanitary System - 6" PVC (sdr 26)	1,450	LF	\$49.09	\$71,180.50
1080 11102	Back Flow Preventer - 1"	1	LS	\$1,963.77	\$1,963.77

Attachment #2: Pay Item Sheet (Revised 11-7-14 Addendum 2)					
Fred George Basin Greenway					
Leon County, Florida					
				Unit Price	Item Price
A. Site Construction					
B. Baseball Field					
SP 109	Baseball Field	1	LS	\$421,170.40	\$421,170.40
Total Section B				\$	\$421,170.40
C. Multi-Purpose Field					
SP 110	Multi-use field	1	LS	\$117,209.93	\$117,209.93
Total Section C				\$	\$117,209.93
D. Restroom and Concession Building					
SP 111	Restroom and Concession Building	1	LS	\$201,307.24	\$201,307.24
Total Section D				\$	\$201,307.24
Total Base Bid (Sections A through D):				\$	\$2,789,882.20
Total Base Bid (written):				<i>Two Million Seven Hundred Eighty Nine Thousand Six Hundred Eighty Two & 20/100</i>	
E. Bid Alternate 1: Extend Water and Sewer to Museum Site					
0425 2 81	Sanitary System - Manhole <10'	1	EA	\$3,818.46	\$3,818.46
1050 11223	Sanitary System - 6" PVC (sdr 26)	700	LF	\$49.09	\$34,363.00
SP UT4	PVC Water Line 1.5 Inch	400	LF	\$5.45	\$2,180.00
SP UT5	PVC Water Line 1.0 Inch	410	LF	\$4.36	\$1,787.60
Total Bid Alternate 1				\$	\$42,148.06
Total Bid Alternate 1 (written):					



Attachment #2: Pay Item Sheet (Revised 11-7-14 Addendum 2)					
Fred George Basin Greenway					
Leon County, Florida					
A. Site Construction				Unit Price	Item Price
1080 11202	Back Flow Preventer - 4"	1	LS	\$3,818.46	\$3,818.46
SP 101	Tree Protection, Barricades, Arborist work	1	LS	\$1.08	\$1.08
SP 102	Concrete Wheel stops	104	EA	\$27.00	\$2,808.00
SP 103	Mitigation planting and improvements-Pond 2	1	LS	\$26,780.95	\$26,780.95
SP 104	Landscaping (Large Tree, Small Tree, Ground Cover) Excluding Pond 2	1	LS	\$134,071.52	\$134,071.52
SP 106	Entrance Signage	3	EA	\$5,616.41	\$16,849.23
SP 106	Map Kiosk	1	EA	\$5,616.41	\$5,616.41
SP 107	Bike Racks	3	EA	\$729.05	\$2,187.15
SP 108	ADA Handrail for sidewalk	1,182	LF	\$23.75	\$28,072.50
SP 112	Trash Receptacles (Per ADDENDUM 2)	15	EA	\$2,458.10	\$36,841.50
SP 113	Recycle Receptacles (Per ADDENDUM 2)	15	EA	\$2,507.94	\$37,619.10
SP UT1	Sanitary System - Tie into existing manhole (COT EST)	1	LS	\$4,909.45	\$4,909.45
SP UT2	Sewer Systems Charges (Estimated)	1	EA	\$4,500.00	\$4,500.00
SP UT3	Water tap fees (estimated), service line & systems charges for 3" & 5/8" meters/taps	1	LS	\$37,802.76	\$37,802.76
SP UT4	PVC Water Line 1.5 inch	500	LF	\$5.45	\$2,725.00
SP UT5	PVC Water Line 1.0 inch	1,350	LF	\$3.82	\$5,157.00
SP UT6	Hose Bib Assembly	1	LS	\$2,727.47	\$2,727.47
SP UT7	Power	1	LS	\$1.08	\$1.08
Total Section A				\$	\$2,049,984.83

Bid Title: Fred George Greenway
 Bid No: BC-11-18-14-05
 Opening Date: November 18, 2014 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: C.W. Roberts Contracting, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this MWBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
MWBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared - or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

Bid Title: Fred George Greenway
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aspirational Target.

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a 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.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Fred George Greenway
 Bid No: BC-11-18-14-05
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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. SUZANNE DIAMBERA LANDSCAPE	1614 SIMONCO	850.251-4935	20.51	579,913.87	LANDSCAPE / CONCRETE
b. FBI	642 W BLVD TALLAHASSEE	850.224.6002	14.9	421,226	UNDERGROUND UTILITY
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$ 580,335.09		MBE Participation % 35.41 WBE Participation % (MBE or WBE Participation \$ Total Bid \$) 1,635,152 2,795,152.93	
¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal. ² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

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SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Ram Construction Development, LLC	20 Ram Blvd. Midway, FL 32343	850-671-2657	336,382.00	Building Const.
b. B&T FENCE, Inc.	5159 Woodlane Circle Tallahassee, FL 32303	850-942-1003	96,957.00	FENCE
c. Southeastern Field Construction			498,463.00	Field Const.
d.				
e.				
f.				
g.				
h.				
i.				

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Robert P. Flowers Robert P. Flowers
Title: President
Firm: C.W. Roberts Contracting, Inc.
Address: 3372 Capital Circle NE
Tallahassee, FL 32308

Bid Title: Fred George Greenway
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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: C.W. Roberts Contracting, Inc.

Signature: *Robert P. Flowers* Title: President
Robert P. Flowers

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of November, 2014

Personally known XX

Karen Lago
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires: 08/20/18

Printed,

typed, or stamped commissioned name of _____



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: Fred George Greenway
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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

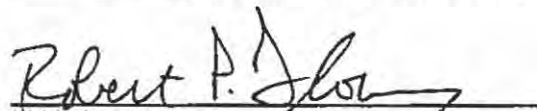
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

XX 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 Robert P. Flowers

President
Title

November 18, 2014
Date

Bid Title: Fred George Greenway
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CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: C.W. Roberts Contracting, Inc.	
Street Address: 3372 Capital Circle NE	
City, State, Zip: Tallahassee, FL 32308	
Taxpayer ID Number: 59-1683951	
Telephone: 850-385-5060	Fax: 850-385-5605
Trade Style Name: Contractor - Class A General	

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 checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 1/19/76

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
Robert P. Flowers	President	850-385-5060	bflowers@cwrrcontracting.com
Robert Delisle	Secretary, CFO	850-385-5060	bdelisle@cwrrcontracting.com

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: Robert Powell Flowers	
License Type: Certified General Contractor	
License Number: CGC1505785	Expiration Date: August 31, 2016

Bid Title: Fred George Greenway
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Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	Western Surety Company
Contact's Name	William F. Stoutamire
Telephone	205-252-9871
Fax	205-581-9293
Address	333 S. Wabash Avenue Chicago, Illinois 60604

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provide 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 18th DAY OF November, 2014

By: Robert P. Flowers Title: President

Printed Name and Title: Robert P. Flowers - President

Bid Title: Fred George Greenway
Bid No: BC-11-20-14-05
Opening Date: November 20, 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,

C.W. Roberts Contracting, Inc.
(Name of Corporation, Partnership, Individual, etc.)

a Corporation, formed under the laws of Florida

(Type of Business)

Province)

(State or

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Robert P. Flowers
AFFIANT'S NAME Robert P. Flowers

President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18th Day of November, 2014.

Personally Known XX Or Produced Identification

Type of Identification



Karen Lago
NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 08/23/18

Bid Title: Fred George Greenway
Bid No: BC-11-20-14-05
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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: A
 Indicate Best Financial Classification: XV

Business Auto: Indicate Best Rating: A
 Indicate Best Financial Classification: XV

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: A
Indicate Best Financial Classification: XV

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Bid Title: Fred George Greenway
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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

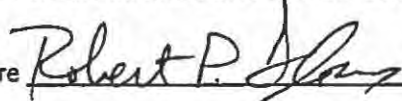
Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

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 Robert P. Flowers
Typed or Printed

Signature 

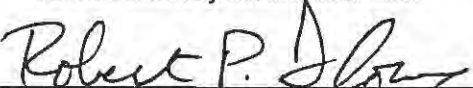
Date November 18, 2014

Title Manager with Risk Authority
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Fred George Greenway
Bid No: BC-11-20-14-05
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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature Robert P. Flowers

President

Title

C.W. Roberts Contracting, Inc.

Contractor/Firm

3372 Capital Circle NE, Tallahassee, FL 32308

Address

Bid Title: Fred George Greenway
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CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY C.W. Roberts Contracting, Inc.
(Firm Name)
Robert P. Flowers
(Authorized Representative)
Robert P. Flowers
(Printed or Typed Name)
DATE November 18, 2014

Bid Title: Fred George Greenway
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LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: C.W. Roberts Contracting, Inc.	
Current Local Address: 3372 Capital Circle NE Tallahassee, FL 32308	Phone: 850-385-5060 Fax: 850-385-5605
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: Same as above	Phone: Fax:

Robert P. Flowers
 Signature of Authorized Representative

November 18, 2014
 Date

STATE OF Florida
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 18th day of November, 2014
 By Robert P. Flowers of C.W. Roberts Contracting, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
 a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
 or has produced _____ as identification.

Return Completed form with supporting documents to:

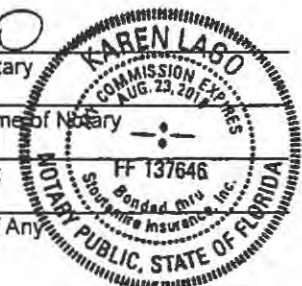
 Leon County Purchasing Division
 1800-3 N. Blair Stone Road
 Tallahassee, Florida 32308

Karen Lago
 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, if Any





Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

February 7, 2014

ROBERTS, C.W., CONTRACTING, INC.
3372 CAPITAL CIR NE
TALLAHASSEE FL 32308

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2015. However, the new application is due 1/31/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

SIDEWALK

www.dot.state.fl.us

ROBERTS, C.W., CONTRACTING, INC.
February 7, 2014
Page Two

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: CATHODIC PROTECTION, HOT IN PLACE RESURFACING, PAVEMENT MARKING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, TRAFFIC SIGNAL.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

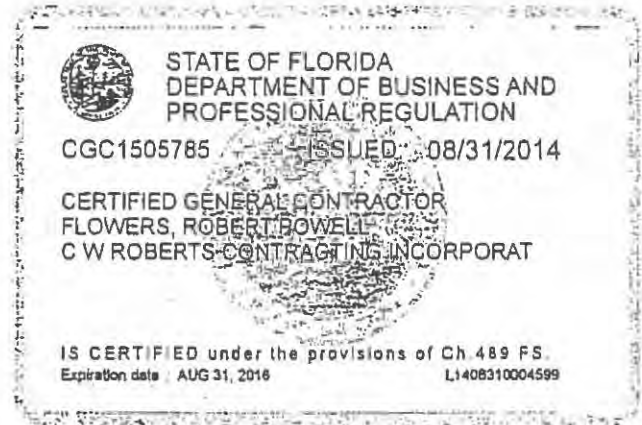
(850) 487-1395

FLOWERS, ROBERT POWELL
C W ROBERTS CONTRACTING INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1505785	



The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

FLOWERS, ROBERT POWELL
C W ROBERTS CONTRACTING INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308



RESOLUTIONS BY THE
UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
C.W. ROBERTS CONTRACTING, INC.

September 2, 2013

The undersigned, being all of the members of the Board of Directors of C.W. Roberts Contracting, Inc., a Florida corporation (the "*Corporation*") do hereby waive notice and call for a meeting of the Board of Directors and do hereby consent that when they have signed this consent, the following resolutions shall then be consented to, approved of and adopted to the same extent, and to have the same force and effect as if adopted at a special meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions, all in accordance with the Florida Business Corporation Act.

RESOLVED, that all current officers are removed, and the following officers are elected and qualified to serve in the capacities set forth below, to serve in such respective capacities until their successors are duly elected and qualified, effective for all purposes as of the date first above written:

<i>Name</i>	<i>Office</i>
Charles E. Owens	Chief Executive Officer
Robert P. Flowers	President
Ned N. Fleming, III	Vice President
Mark R. Matteson	V.P., Assistant Secretary, Treasurer
Alan Palmer	Vice President
Darryl Carpenter	Vice President
Robert Delisle	Secretary, Chief Financial Officer
Klumberly M. Cramer	Assistant Secretary

RESOLVED FURTHER, that the officers of the Corporation are authorized, empowered and directed to do all other things and acts, to execute and deliver all other instruments, documents and certificates and to pay all costs, fees and taxes as may be, in their

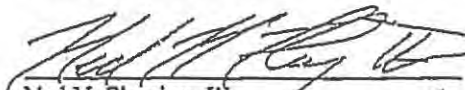
sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Corporation which are consistent with the purposes and intent of such resolutions be and the same hereby are, in all respects, approved, confirmed and adopted as the acts and deeds of the Corporation.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Corporation, have executed this consent as of the date first above written.

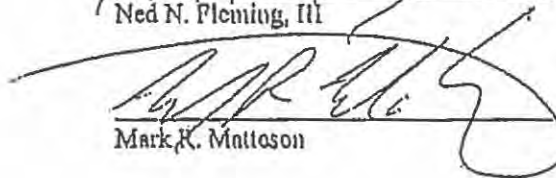
DIRECTORS:



Charles E. Owens



Ned N. Fleming, III



Mark K. Matteson

State of Florida

Department of State

I certify from the records of this office that C. W. ROBERTS CONTRACTING, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 19, 1976.

The document number of this corporation is 493846.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 8, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2014*



Ken Detjen
Secretary of State

Authentication ID: CC7954912102

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



C W ROBERTS CONTRACTING, INC
ROBERT FLOWERS
3372 NE CAPITAL CIR
TALLAHASSEE FL 32308

Account Number: 67144

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: C W ROBERTS CONTRACTING, INC

Account Number: 67144

Location: 3372 NE CAPITAL CIR

Address: TALLAHASSEE FL 32308

Type Code	Sub Code	Type Description
150	a	Contractor - Class A General

C W ROBERTS CONTRACTING, INC
ROBERT FLOWERS

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-18-14-05**

Bid Title: Fred George Basin Greenway

Opening Date: Tuesday, November 18, 2014 at 2:00 PM

Item/Vendor	Talcon Group	N. Fla. Asphalt	C.W. Roberts
Manual Signature	yes	yes	yes
Addendum 1 & 2	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
MWSBE	yes	yes	yes
EEO	yes	yes	yes
Tie Bid	yes	yes	yes
Contractor Business	yes	yes	yes
Non-Collusion	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Certification of Trades	yes	yes	yes
Bond	yes	yes	yes
Total from Bid Sheet	\$ 3,414,150.75	\$ 3,006,998.65	\$ 2,789,682.20
No Bid Document			

Attachment #1
 Page 71 of 72

Tabulated By: 



**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-18-14-05**

Bid Title: Fred George Basin Greenway

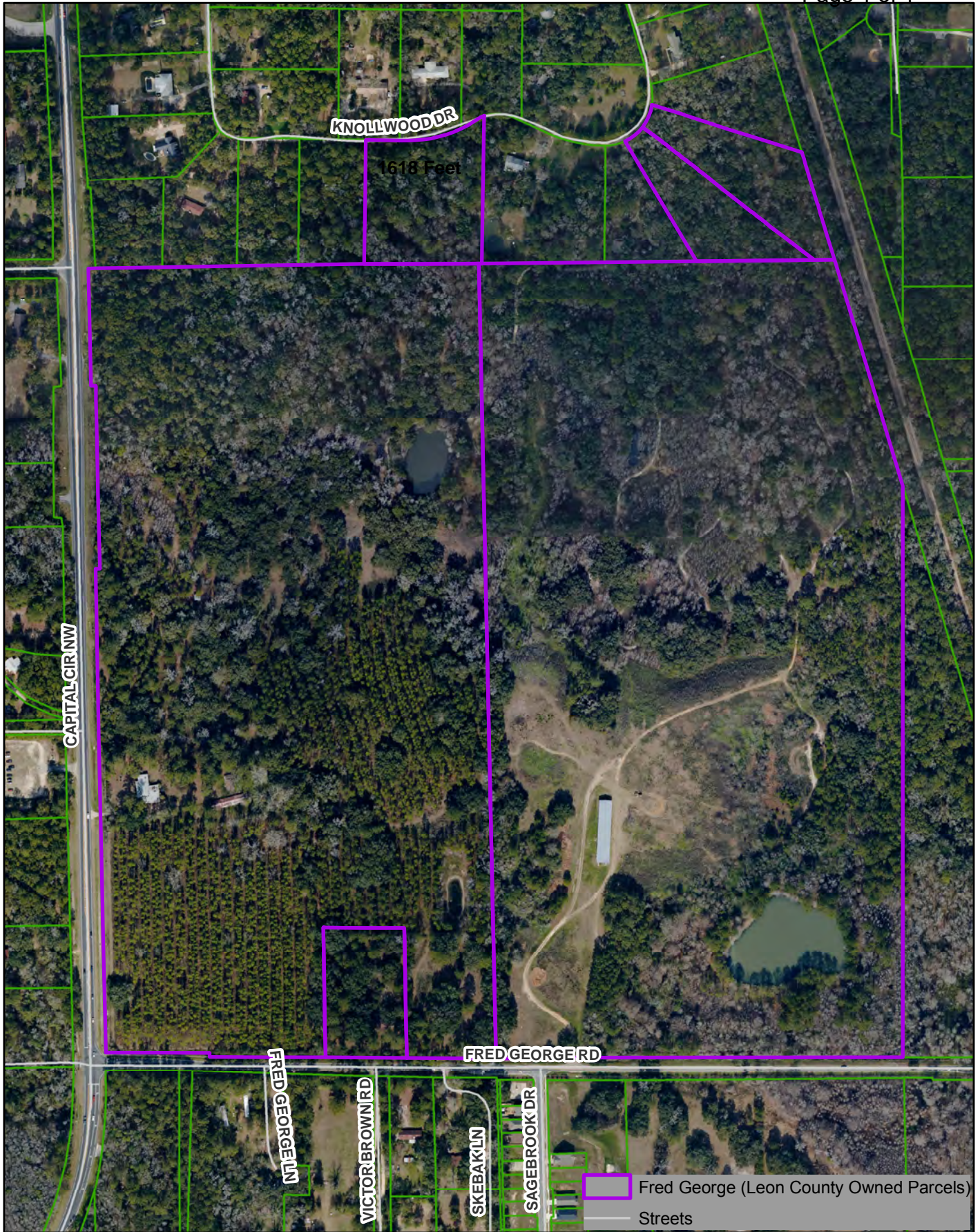
Opening Date: Tuesday, November 18, 2014 at 2:00 PM

Item/Vendor	<i>Allens Excavation</i>	<i>Sandco, Inc.</i>	
Manual Signature	<i>yes</i>	<i>yes</i>	
Addendum 1 & 2	<i>yes</i>	<i>yes</i>	
Affidavit of Immigration	<i>yes</i>	<i>yes</i>	
MWSBE	<i>yes</i>	<i>yes</i>	
EEO	<i>yes</i>	<i>yes</i>	
Tie Bid	<i>yes</i>	<i>yes</i>	
Contractor Business	<i>yes</i>	<i>yes</i>	
Non-Collusion	<i>yes</i>	<i>yes</i>	
Insurance	<i>yes</i>	<i>yes</i>	
Certificate Debarment	<i>yes</i>	<i>yes</i>	
Certification of Trades	<i>yes</i>	<i>yes</i>	
Bond	<i>yes</i>	<i>yes</i>	
Total from Bid Sheet	<i>\$ 3,315,435.10</i>	<i>\$ 3,479,173.97</i>	
No Bid Document			

Attachment #1
 Page 72 of 72

Tabulated By: *[Signature]*

Joanne Jennings

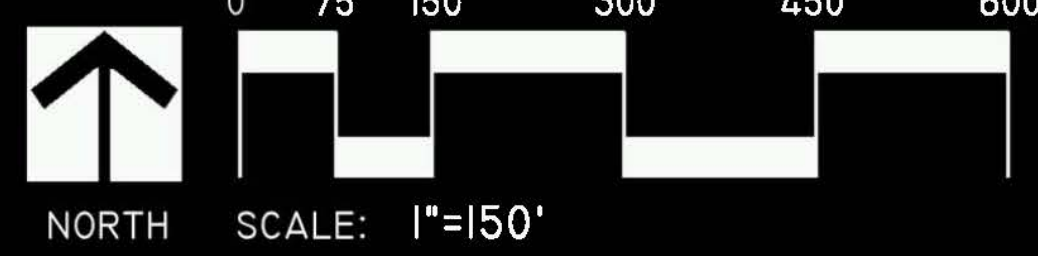


DISCLAIMER
 NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any 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's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Leon County Owned Parcel- Fred George
2012 Aerial
 1 inch = 434 feet

Map created on 11-19-2011
 by Tracy McCarver
 Tallahassee Leon County GIS
 Version 1.0
 www.lcga.com





FRED GEORGE PARK - GREENWAY

CONCEPT PLAN - OVERALL PLAN

FEBRUARY 18, 2014





LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-18-14-05

Bid Title: Fred George Basin Greenway

Opening Date: Tuesday, November 18, 2014 at 2:00 PM

Item/Vendor	Talcon Group	N. Fla. Asphalt	C.W. Roberts
Manual Signature	yes	yes	yes
Addendum 1 & 2	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
MWSBE	yes	yes	yes
EEO	yes	yes	yes
Tie Bid	yes	yes	yes
Contractor Business	yes	yes	yes
Non-Collusion	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Certification of Trades	yes	yes	yes
Bond	yes	yes	yes
Total from Bid Sheet	\$ 3,414,150.75	\$ 3,006,998.65	\$ 2,789,682.20
No Bid Document			

Tabulated By: 

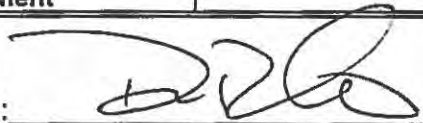

 Joanne Jennings

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-18-14-05

Bid Title: Fred George Basin Greenway

Opening Date: Tuesday, November 18, 2014 at 2:00 PM

Item/Vendor	Allen's Excavation	Sandco, Inc.	
Manual Signature	yes	yes	
Addendum 1 & 2	yes	yes	
Affidavit of Immigration	yes	yes	
MWSBE	yes	yes	
EEO	yes	yes	
Tie Bid	yes	yes	
Contractor Business	yes	yes	
Non-Collusion	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Certification of Trades	yes	yes	
Bond	yes	yes	
Total from Bid Sheet	\$ 3,315,435.10	\$ 3,479,173.97	
No Bid Document			

Tabulated By: 



BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: November 19, 2014

To: Leigh Davis, Director of Division of Parks and Recreation
Department of Public Works

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

Subject: MWBE Analysis for the Fred George Basin Greenway Project (BC-11-13-14-05)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for five (5) firms to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Fred George Basin Greenway Project.

The submitted MWBE Participation Plans for each bidder is as follows:

C.W. Roberts Contracting, Inc. did not meet the MBE Aspirational Target for Construction Subcontracting; however, they did exceed the WBE Aspirational Target within their bid submission. The Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **C.W. Roberts Contracting, Inc.** intends to utilize on this project.

Total Bid Amount		\$2,789,682.20			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
Suzanne Diambra Landscaping	Non-Minority Female	City of Tallahassee	Landscape & Concrete	579,913.87	20.79%
Florida Developers, Inc.	African American Male	City of Tallahassee	Underground Utility	421,226.00	15.10%
Total MWBE Dollars				1,001,139.87	
Total MWBE Utilization Percentage					35.89%

North Florida Asphalt, Inc. exceeded the MWBE Aspirational Targets for Construction Subcontracting for the project. The MWBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

Total Bid Amount		\$3,006,998.65			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
Gaines and Sons	African American Male	City of Tallahassee	Pavement Markings/M.O.T.	\$15,009.43	.50%
Lennox Martin Builders of FL	African American Male	City of Tallahassee	Irrigation	384,328.00	12.78%
Capital City Contracting, Inc.	African American Male	Leon County	Concrete	\$128,358.00	4.27%
Suzanne Diambra Landscaping	Non-Minority Female	City of Tallahassee	Landscaping	451,926.62	15.03%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Arborist	26,000.00	0.86%
Total MWBE Dollars				\$1,005,622.05	
Total MWBE Utilization Percentage					33.44%

Allen's Excavation, Inc. exceeded the MWBE Aspirational Targets for Construction Subcontracting in their bid submission. The MWBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

Total Bid Amount		\$3,315,435.00			
Name of MWBE	Race/Gender	Certifying Agency	Goods and Services	MWBE Dollars	MWBE Utilization
Council Contracting, Inc.	Non-Minority Female	City of Tallahassee	Building Construction	267,000.00	8.05%
Delacy Farm Sod	Non-Minority Female	City of Tallahassee	Sod, Landscape	37,000.00	1.12%
Gaines & Sons Striping, Inc.	African American Male	City of Tallahassee	Traffic Paint, Thermoplastic, Traffic Marking, Landscaping	458,000.00	13.81%
Capital City Contracting, LLC	African American Male	Leon County	Concrete	110,000.00	3.32%
Total MWBE Dollars				\$872,000	
Total MWBE Utilization Percentage				26.30%	

Talcon Group, LLC exceeded the MBE Aspirational Target for Construction Subcontracting, but did not meet the WBE Aspirational Target in their bid submission. The Good Faith Effort Form was completed as required. The MWBE firms listed below are the firms **Talcon Group, LLC** intends to utilize on this project.

Total Bid Amount		\$3,414,150.75			
Name of MWBE	Race/Gender	Certifying Agency	Goods and Services	MWBE Dollars	MWBE Utilization
Merit Enterprises, LLC	African American Male	City of Tallahassee	Trucking	89,000.00	2.61%
Florida Developers, Inc.	African American Male	City of Tallahassee	Trucking	500,000.00	14.64%
Gaines and Sons Striping, Inc.	African American Male	City of Tallahassee	M.O.T. & Striping	400,000.00	11.72%
Panther Creek Sod Farms, LLC	Non-Minority Female	City of Tallahassee	Landscaping	45,000.00	1.32%
Moore Bass Consulting, Inc.	Non-Minority Female	City of Tallahassee	Survey & Asbuilts	15,000.00	0.44%
Total MWBE Dollars				\$1,049,000.00	
Total MWBE Utilization Percentage				30.73%	

Sandco, Inc. exceeded the MWBE Aspirational Targets for Construction Subcontracting in their bid submission. The MWBE firms listed below are the firms **Sandco, Inc.** intends to utilize on this project.

Total Bid Amount		\$3,479,173.97			
Name of MWBE	Race/Gender	Certifying Agency	Goods and Services	MWBE Dollars	MWBE Utilization
Florida Developers	African American Male	City of Tallahassee	Storm Drainage	400,000.00	11.50%
Mettron Contractors	African American Female	City of Tallahassee	Water & Sewer	140,000.00	4.02%
Gaines and Sons Striping	African American Male	City of Tallahassee	M.O.T. and Striping	150,000.00	4.31%
Suzanne Diambra Landscaping	Non-Minority Female	City of Tallahassee	Landscaping and Concrete	100,000.00	2.87%
Persica Landscaping	Non-Minority Female	City of Tallahassee	Landscaping and Irrigation	200,000.00	5.75%
Delacy Farm Sod	Non-Minority Female	City of Tallahassee	Grassing	35,000.00	1.01%
Total MWBE Dollars				\$1,025,000	
Total MWBE Utilization Percentage				29.46%	

**Leon County
Board of County Commissioners**


Notes for Agenda Item #28

Leon County Board of County Commissioners

Cover Sheet for Agenda #28

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Make appointment of a Commissioner to:
- a. Canopy Roads Citizen Advisory Committee for a term of two years.
 - b. Council on Culture & Arts for a term of four years.
- Option #2: Appoint a Commissioner as a Substitute Member to the Canvassing Board and appoint a Commissioner as an Alternate Substitute Member to the Canvassing Board.
- Option #3: Appoint four Commissioners to the Community Redevelopment Agency for terms of two years.
- Option #4: Approve the Resolution appointing a Commissioner to the Leon County Research and Development Authority for a term of four years.

Report and Discussion

Background:

Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments (Attachment #1). The Policy, revised April 8, 2014, represents those Committees that require County Commission membership be appointed by the full Board.

Analysis:

Policy 11-2 provides that for FY 2015 the full Board make Commissioner appointments to the Canopy Roads Citizen Advisory Committee, Canvassing Board, Community Redevelopment Agency, Council on Culture & Arts, and Leon County Research and Development Authority.

- Canopy Roads Citizen Advisory Committee – The Committee functions as a standing committee that will make recommendations to the City and County Commissions on matters related to Canopy Road preservation. Additionally, the Committee assists in coordinating efforts of government, private sector, civic groups and individuals in an effort to protect, maintain, enhance, and where applicable, re-evaluate Canopy roads. The Commissioner appointee is a non-voting ex-officio member and serves a two-year term. Currently, Commissioner Lindley is the Board's representative.

Full Board to make one Commissioner appointment to the Canopy Roads Citizen Advisory Committee for a two-year term.

- Canvassing Board - Section 102.141, Florida Statutes (2010) identifies the Chairman as a member of the Canvassing Board, unless ineligible. If the Chair of the Board of County Commissioners is unable to serve or is disqualified, the Board would appoint, as a substitute member, one of its members who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. Currently, due to Florida Statute, the County designees serve a one-year term. The Board needs to appoint a Commissioner as a substitute member to the Canvassing Board; and, appoint a Commissioner as an alternate substitute to the Canvassing Board.

Currently, Chairman Lindley serves as the Chairman's designee (which would continue), Commissioner Jane Sauls serves as the Substitute Member, and Commissioner Desloge serves as the Alternate Substitute.

Full Board to make one appointment of a Commissioner as a Substitute Member of the Canvassing Board.

Full Board to make one appointment of a Commissioner as an Alternate Substitute Member of the Canvassing Board.

- Community Redevelopment Agency (CRA) - In June 2004, the County executed an Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency (CRA). The Agreement consents to the creation of a Downtown District Redevelopment Area by the City of Tallahassee. At the April 10, 2007 meeting, the Board authorized the Chairman to execute an amendment to the Downtown Community Redevelopment District Interlocal Agreement that includes the elimination of the Downtown CRA Project Review Committee and changing the membership of the CRA Board to nine, consisting of five City Commissioners and four County Commissioners. County Commissioners are appointed bi-annually.

Currently, Commissioners Dozier, Lindley, Maddox, and Proctor serve on the CRA.

Full Board to make four Commissioner appointments to the Community Redevelopment Agency for two-year terms.

- Council on Culture & Arts - Coordinates and disseminates information regarding cultural events and opportunities. Commissioner Dozier was appointed in 2012 as an ex-officio voting member for a term of four years.

Full Board to make one Commissioner appointment to the Council on Culture & Arts for a four-year term.

- Leon County Research Development Authority - The Leon County Research and Development Authority oversees Innovation Park, and is comprised of 11 individuals, with seven members appointed directly by the full Board of County Commissioners (Board) for four-year terms. The full Board appointments consist of a County Commissioner and six Leon County residents. Commissioner Kristin Dozier serves as the appointed Commissioner on the Authority. Commissioner Dozier's four-year term expires December 31, 2014.

Full Board to make one Commissioner appointment, by Resolution (Attachment #2), to the Leon County Research Development Authority for a four-year term.

Options:

1. Make appointment of a Commissioner to:
 - a. Canopy Roads Citizen Advisory Committee for a term of two years.
 - b. Council on Culture & Arts for a term of four years.
2. Appoint a Commissioner as a Substitute Member to the Canvassing Board and appoint a Commissioner as an Alternate Substitute Member to the Canvassing Board.
3. Appoint four Commissioners to the Community Redevelopment Agency for terms of two years.
4. Adopt the Resolution appointing a County Commissioner to the Leon County Research and Development Authority Board of Governors for a term of four years.
5. Board direction.

Recommendation:

Options #1a-b, #2, #3, and #4

Attachments:

1. Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities," revised April 8, 2014
2. Resolution - LCRDA Appointment

VSL/AR/CC

Board of County Commissioners Leon County, Florida

Policy No. 11-2

Title: Membership on Boards, Committees, Councils, and Authorities

Date Adopted: April 8, 2014

Effective Date: April 8, 2014

Reference: See Footnotes for references

Policy Superseded: Policy No. 93-13, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; Policy No. 98-6, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; revised July 13, 2010; revised November 16, 2010; revised December 14, 2010; Policy No. 11-2, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; revised April 23, 2013;

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on April 23, 2013, is hereby repealed and superseded, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership. The table also reflects the appointing authority, the eligibility for appointment, and term of appointment for the other members of such Boards, Committees, Councils, and Authorities.
2. Full Board (Appointing Authority) 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.
3. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
4. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Apalachee Regional Planning Council¹	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	One Year	Full Board
Big Bend Continuum of Care Board²	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizen Advisory Committee³	Liaison <i>(not a member)</i>	One Commissioner	Two Years	Full Board
	Members	Four Citizens*	Three Years	Full Board
Canvassing Board⁴	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member <i>(Substitute)</i>	One Commissioner	Two Years	Full Board
	Member <i>(Alternate Substitute)</i>	One Commissioner	Two Years	Full Board
Challenger Learning Center Board⁵	Member	One Commissioner	Two Years	Chairman
Civic Center Authority⁶	Member	One Commissioner	Four Years	Chairman
	Member	One Citizen or One Commissioner	Four Years	Chairman
Community Redevelopment Agency (CRA)⁷	Members	Four Commissioners	Two Years	Full Board
Council on Culture & Arts⁸	Member <i>(Ex Officio voting)</i>	One Commissioner	Four Years	Full Board
	Members	Eight Citizens*	Four Years	Full Board
	Members	Seven Citizens*	Four Years	Mayor
	Member <i>(Ex Officio voting)</i>	One City Commissioner	Four Years	Mayor
Criminal Justice Coordinating Council⁹	Member	One Commissioner	Two Years	Chairman
Downtown Improvement Authority (DIA)¹⁰	Member <i>(Ex Officio voting)</i>	One Commissioner	Two Years	Chairman
Downtown Merchants & Business Association	Member	One Commissioner	Two Years	Chairman

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Economic Development Council (EDC)¹¹	Members	Two Commissioners	Two Years	Full Board
	Member	County Administrator or Employee designee	N/A	County Administrator
Educational Facilities Authority¹²	Liaison (<i>not a member</i>)	One Commissioner	Two Years	Full Board
	Members	Seven Citizens	Five Years	Full Board
Enterprise Zone Development Agency (EZDA)¹³	Member	One Commissioner (<i>Chairman or Chairman's designee</i>)	Four Years	Full Board
	Member	One Commissioner (<i>Vice Chairman or Vice Chairman's designee</i>)	Four Years	Full Board
	Members	Nine Citizens*	Four years	Full Board
	EZDA Chair	Current EZDA Members	Concurrent w/ term as Chair	Chairman
	EZDA Vice Chair	Current EZDA Members	Concurrent w/ term as Vice-Chair	Vice-Chairman
Geo-based Information Systems¹⁴	Member	One Commissioner	Two Years	Chairman
ICLEI – Local Governments for Sustainability¹⁵	Elected Official Liaison	One Commissioner	Concurrent w/ term of office	Full Board
	Staff Liaison	County Administrator or Employee	N/A	County Administrator
Joint City/County/School Board Coordinating Committee¹⁶	Member	One Commissioner	Four Years	Full Board
	Member	One Citizen*	Four Years	Full Board
Joint Planning Board (CHSP)¹⁷	Member	One Commissioner	Two Years	Chairman
	Member	One Citizen*	Two Years	Full Board
Juvenile Justice Circuit Advisory Board¹⁸	Member	One Commissioner	No term limits.	Full Board
Palmer Munroe Youth Center Community Executive Committee¹⁹	Member	One Commissioner	Three Years	Full Board
	Member	One Citizen*	Three Years	Full Board

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Public Safety Coordinating Council²⁰	Member	One Commissioner	Two Years	Chairman
	Member	County Probation Director	Four years	County Administrator
	Members, at Chairman's Discretion	Representatives from county and state jobs programs and other community groups who work with offenders and victims	Four Years	Chairman
Research and Development Authority²¹	Member	One Commissioner	Four Years	Full Board (By Resolution)
	Members	Four Citizens*	Four Years	Full Board (By Resolution)
Tallahassee Sports Council²²	Member	One Commissioner	Three Years	Chairman
	Members	Six Citizens	Three Years	Full Board
	Members	Twelve Members, specified by position	Three Years	Full Board
Tourist Development Council²³	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
	Members	Six Citizens* (consistent with Leon County Code)	Four Years	Full Board
	Members	Two City Commissioners	Four Years	Full Board
Transportation Disadvantaged Coordinating Board²⁴	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board²⁵	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
	Member	One Citizen*	Two Years	Full Board
Workforce Region 5 Consortium²⁶	Member	One Commissioner	Two Years	Full Board

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Foot Notes:

- * *Leon County Citizen shall be a qualified elector residing in Leon County and shall complete a Committee Application prior to Board consideration for appointment.*
1. *Apalachee Regional Council: Section 186.504 F.S.; FL Admin Code 29-L*
 2. *Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter*
 3. *Canopy Road Committee Bylaws*
 4. *Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.*
 5. *Challenger Learning Center Board Bylaws*
 6. *Civic Center Authority: Laws of FL, Chapter 2004-435*
 7. *Community Redevelopment Agency: City Code of Law, Chapter 6, Art. II, Div 2; Terms shall be consistent with City of Tallahassee Ordinance No. 07-O-35AA, which currently stipulates terms are concurrent with term of office; however, the County has requested a revision to provide for bi-annual appointments*
 8. *Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.*
 9. *Criminal Justice Coordinating Council: Admin Order 2002-10*
 10. *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)*
 11. *Economic Development Council Bylaws*
 12. *Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years; one of such members shall be a trustee, director, officer, or employee of an institution for higher education. (Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)*
 13. *Leon County Code of Laws Chapter 2, Art. III, Div. 4; Selection Criteria for EZDA members: One representative from each of the following: 1. Chamber of Commerce, 2. A local financial or insurance entity, 3. A business operating within the proposed EZ area, 4. A resident residing within the proposed EZ area, 5. Non-profit, community-based organization operating within the proposed EZ area, 6. Local Workforce Development Board, 7. Local Code Enforcement Board, 8. Local Law Enforcement, 9. Chairperson of the Board of County Commissioners or Commissioner designee, 10. Vice-chairperson of the Board of County Commissioners or Commissioner designee, and, 11. Mayor of the City of Tallahassee or designee*
 14. *Geo-based Information Systems: Interlocal Agreement, May 1990*
 15. *ICLEI – Leon County is a member of ICLEI and entitled to a representative*
 16. *Joint City/County/School Board Coordinating Committee: Interlocal Agreement, September 2006*
 17. *Joint Planning Board: Leon County Board Policy No. 01-04; October 23, 2013, Agenda Item #7, Revised JPB Bylaws*
 18. *Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S.*
 19. *Palmer Munroe Youth Center Community Executive Committee – Memorandum of Understanding (MOU) Between City of Tallahassee and Leon County; Palmer Munroe Youth Center Bylaws*
 20. *Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "...representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."*

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

21. *Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution Nos. R10-100, R11-07; members required to file financial disclosures (R07-65)*
22. *Tallahassee Sports Council; Enabling Resolution No. R12-05– February 28, 2012*
23. *Sec. 125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. Two members of the Council shall be Elected Municipal Officials. Three (3) members of the Council shall be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax. Three (3) members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.*
24. *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FLAdministrative. Code*
25. *Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board (VAB Citizen Appointment: (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 in any administrative or judicial review of property taxes; and (5) Is not engaged in litigation against any County in the State of Florida. The Citizen will be appointed for a one-year Value Adjustment Board Cycle, and appointments will be made as soon as possible after the prior cycle has been completed.*
26. *Sec. 445.007, F. S.; 2013 Interlocal Agreement between Workforce plus, Leon County, Gadsden County, and Wakulla County*

Revised 4/8/2014

RESOLUTION: 14 - ____

RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SETTING FORTH APPOINTMENT OF A LEON COUNTY BOARD OF COUNTY COMMISSIONERS' MEMBER TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY FOR A TERM OF FOUR YEARS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October of 1978, pursuant to the former Florida Statutes Sections 23.145, et. seq., the Charter of the Leon County Research and Development Authority was executed, creating said authority; and,

WHEREAS, in July of 1979, the new Part V, Chapter 159 of the Florida Statutes was enacted and became law, thereby setting forth the requirements for the creation, by Ordinance, of a Research and Development Authority by counties of the state, and empowering such authorities to issue revenue bonds or other such debt obligations to finance the construction of capital projects; and,

WHEREAS, in 1980, the Leon County Board of County Commissioners adopted Ordinance No., 80-68 confirming and creating the existence of the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2 of the Code of Laws of Leon County at Section 2-57); and,

WHEREAS, Florida Statutes Section 159.703 sets forth the composition of the Leon County Research and Development to include the Chairman of the Leon County Board of County Commissioners or its designee. That this appointment shall be by majority vote of the Board of County Commissioners for a term of four years;

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. That the Leon County Board of County Commissioners hereby ratifies and confirms the appointment of Leon County Commissioner _____ for the term set forth herein

Commissionerr	Type	Begin Term	End Term
	Four years	January 1, 2015	December 31, 2018

Proposed, presented, and passed this 9th day of December, 2014.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, 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 County Attorney
Leon County, Florida

By: _____

Herbert W. A. Thiele, Esq.
County Attorney

Leon County Research and Development Authority for the terms set forth hereinbelow:

Name	Type	Begin Term	End Term
Allen, Thomas	Four years	August 28, 2012	September 30, 2016
Edmund, Timothy	Four years	August 28, 2012	September 30, 2016

Section 2. That the Leon County Board of County Commissioners hereby reappoints the following person as a member of the Leon County Research and Development Authority for the reduced two-year term set forth hereinbelow:

Name	Type	Begin Term	End Term
Ramsay, David	Two Years	October 1, 2014	September 30, 2016

Proposed, presented, and passed this 2th day of September, 2014.

LEON COUNTY, FLORIDA



By: *Kristin Dozier*
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptr, Leon County, Florida

By: *[Signature]*

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: *[Signature]*
Herbert W. A. Thiele, Esq.
County Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #29

Leon County Board of County Commissioners

Cover Sheet for Agenda #29

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Second and Final Public Hearing to Consider a Proposed Ordinance Amending Section 10-6.612 of the Land Development Code to Prohibit Retail Fuel Sales in the Rural Zoning District

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt the proposed Ordinance amending Section 10-6.612 of the Land Development Code to prohibit retail fuel sales in the Rural zoning district (Attachment #1).

Report and Discussion

Background:

At their April 22, 2014 meeting, the Board directed staff to review the County's Comprehensive Plan and implementing Land Development Code (LDC) to determine the areas located in the Rural zoning district where gasoline service stations and other non-residential land uses could be located. Additionally, the Board directed staff to draft recommended changes to the County's regulations that would mitigate the locational and compatibility issues oftentimes associated with gasoline stations and other allowed, non-residential land uses in the Rural zoning district.

On July 8, 2014, the Board conducted the first of two required Public Hearings to consider amendments to the LDC to further restrict minor commercial uses within the Rural zoning district. On September 2, 2014, the Board conducted the second and final Public Hearing on this issue and adopted amendments to the LDC eliminating 196 potential intersection locations for minor commercial uses, and elevating the review levels, including additional design criteria and placing size restrictions on specific uses.

On July 31, 2014, mediation was held between Thelma Crump, an adjacent property owner who filed a Petition for Quasi-judicial Hearing challenging the County's preliminary approval of a proposed gas station and convenience store; the developer, William Glen Brown; the County; and the Keep it Rural Coalition. Settlement negotiations resulted in the Settlement and Forbearance Agreement that the Board accepted at their September 23, 2014 meeting. One of the elements of the Settlement Agreement required the County to consider amendments to the Rural zoning district to specifically prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated "Rural." As a result of accepting the referenced Settlement and Forbearance Agreement, the Board has directed staff to draft an Ordinance amending the County's LDC to prohibit the referenced land uses in the Rural zoning district (Attachment #1). The proposed Ordinance will require consistency review by the Planning Commission and two Public Hearings by the Board. The aforementioned Settlement and Forbearance Agreement is included as Attachment #2.

Analysis:

Comprehensive Plan:

The ability to locate a limited amount of non-residential development in the Rural zoning district was established with the adoption of the Comprehensive Plan in 1990. Policy 2.2.1 of the Land Use Element of the Comprehensive Plan notes that the Rural land use category is primarily intended for very low density residential (1 unit per 10 acres), minimal commercial designed to service basic household needs of adjacent residents, and passive recreational uses. Additionally, ancillary commercial and industrial uses associated directly with agri-business and timbering are allowed in the district. Policy 3.1.2 of the Land Use Element establishes commercial site location criteria based on the type of commercial use, its anticipated market, and proximity to intersections.

Objective 3.1 of the Land Use Element notes that commercial land use shall be provided for convenient, aesthetically pleasing, and environmentally sound commercial opportunities, which are easily accessible through planned integration into the existing transportation network. Furthermore, Policy 3.1.1 of the Land Use Element of the Comprehensive Plan states that commercial development shall occur only in locations that are appropriate to its service and trade area, that are compatible with adjacent existing and proposed land uses, and that has existing and programmed public services and facilities. Policy 3.1.1 further states that the intensity of commercial use is dependent upon the land use category in which the potential site is located and the functional roadway classification of the immediate adjacent roads.

Policy 3.1.2 of the Land Use Element provides guidelines for directing these commercial opportunities towards intersections to provide access and prevent strip commercialization. Policy 3.1.2(a) requires that minor commercial development “provide for sale of convenience goods and services to immediate residential area.” Policy 3.1.2(1)(c) states that minor commercial trade area is “generally within one mile and not considered as an attractor.” In addition to the convenience and associated limited trade area of the allowable minor commercial uses based on intensity (building size) restrictions, the recently adopted amendments to the Rural zoning district of the LDC implement this policy by requiring an applicant to submit documentation demonstrating compliance with the trade area.

One of the goals of the Transportation Element is to provide for the “safe, efficient, effective, and environmentally sound movement of people and commodities.” More specifically, Objective 1.6 of the Transportation Element provides guidance as it relates to reducing vehicle miles traveled (VMT). This Objective states that amenities shall be provided in close proximity to population concentrations and encourages interconnections between developments and neighborhoods in order to reduce vehicle trip demand and impacts to the arterial and collector road systems. These policies and objectives further the intent of the Rural category to provide minor commercial opportunities to serve the basic needs of adjacent residents.

The reduction of 196 potential sites, along with a further refinement of the remaining locations to 26 potentially developable locations as a result of ownership and/or environmental constraints, limits the opportunities to provide minor commercial uses within the intended trade area as noted in Policy 3.1.2 of the Land Use Element. Should the Board consider eliminating specific retail commercial uses such as fuel sales within the Rural land use category, this could result in an increase in VMT from residential areas to commercial opportunities outside the Rural district in order to accommodate demand for convenience commercial goods and services. The potential increase in VMT would be in direct conflict with Objective 1.6 of the Transportation Element and would likely result in additional traffic congestion resulting in a lower level of service on collector and arterial roadways outside the Urban Service Area.

Land Development Code:

The County's LDC was adopted in 1992 to implement the general concepts and provisions of the Comprehensive Plan, and therefore, provides greater detail and specificity regarding the intensity and types of non-residential development allowed in the Rural zoning district. The LDC further clarifies the commercial location criteria established by the Comprehensive Plan and notes the specific, non-residential uses allowed by right, with restrictions, and by special exception. The largest category of non-residential uses allowed by right in the Rural zoning district is retail trade. This category includes a broad range of general retail uses, including gasoline service stations and convenience stores, fuel oil dealers and liquefied petroleum dealers. The proposed Ordinance would prohibit the referenced fuel sales within the Rural zoning district.

The LDC clarifies the commercial location criteria established by the Comprehensive Plan and notes the specific non-residential uses allowed by right, with restrictions, and by special exception. The allowable retail trade uses in the Rural zoning district are restricted by intensity (building size limitation of 5,000 square feet per structure with a maximum of 10,000 square feet per location), and the commercial site location standards for minor commercial as outlined in the Comprehensive Plan and LDC. The site location standards provide for minor commercial land uses at or near (within 330 feet) the intersections of local and arterial, collector and arterial, and collector and collector roads.

Prior to September 2, 2014, minor commercial land uses (including gasoline stations) were allowed on approximately 245 intersections in the Rural zoning district. However, it should be noted that many other factors would have impacted the ability to develop all sites that complied with the commercial site location standards, including onsite environmental constraints, traffic concurrency considerations, canopy road protection-related issues, access, and other LDC site-specific regulatory and site design considerations. Additionally, it should be noted that since the adoption of the Comprehensive Plan and implementing LDC over twenty years ago, the requests for approval to develop non-residential uses in the Rural zoning district have been extremely limited.

The LDC amendments adopted by the Board on September 2, 2014, included additional restrictions on all proposed retail trade-related minor commercial land uses in Rural, a limitation on the number of locations where retail trade-related minor commercial uses are allowed in the Rural zoning district, and additional restrictions on all proposed gasoline service stations with or without convenience stores, including final approval by the Board. This included eliminating the ability to locate a minor commercial use, including a gasoline service station and convenience store, at or near the intersection of a local and collector or a local and arterial roadway.

The special restrictions for gasoline service stations, with or without a convenience store, include a limitation on the number of fuel pump islands and the number of fueling stations per island. Additionally, the LDC includes the prohibition of vehicle washes, establishes hours of operation, and height and design standards for the fuel pump island awning. Finally, all proposed gasoline service stations in the Rural zoning district are allowed as special exceptions, which will require review and final approval by the Board through the Type C site and development plan review process.

Removing the option to allow minor commercial uses at intersections with local roads eliminated approximately 196 potential commercial intersections in Rural zoning. Approximately 39 potential commercial sites remain at collector-arterial and collector-collector intersections in the Rural zoning district. Subsequent to the Board's first Public Hearing on the recently adopted Ordinance, staff reviewed the 39 intersections utilizing data from GIS and other available sources, and determined that 12 of the intersections could not be developed based on environmental features, property ownership (National Forest), and/or existing residential uses in platted residential subdivisions. The 27 remaining intersections could potentially allow development of minor commercial uses consistent with the recently adopted supplemental design and regulatory provisions (Attachment #3).

After further analysis of the remaining 27 intersections, staff noted that the Cap Tram Road and Apalachee Parkway intersection was listed twice on the chart. Therefore, the list of intersections that would allow minor commercial has been revised to reflect 26 potential intersections. Attachment #4 identifies each of the 26 remaining intersections and provides a brief analysis of the current ownership and development potential. A majority of these intersections have environmental constraints limiting the development potential to only two or three of the quadrants of each intersection. These environmental constraints include, but are not limited to, Canopy Road Protection Zone, floodzone, and wetlands. Other constraints include, but are not limited to, ownership and location of the quadrant in a residential subdivision with a Residential Preservation overlay. For example, the intersection of WW Kelley Road (major collector) and Tram Road (minor arterial) is significantly impacted with constraints as the northwest quadrant is located in the Walton Corners Subdivision, the northeast quadrant is located in the Walton Woods Unrecorded Subdivision, and the southwest quadrant is encumbered with wetlands.

DSEM Citizen's User Group Comments and Recommendations

The Leon County DSEM Citizen's User Group reviewed the proposed Ordinance on November 17, 2014, and provided several comments. Although the Group was aware of the Board's commitment to the Settlement and Forbearance Agreement, the Group was concerned that the removal of such uses would impact the ability for small retail establishments, specifically convenience stores, to survive without the opportunity to sell gasoline, typically a primary commodity of these retail establishments.

Although consideration of a Comprehensive Plan amendment was not part of the Group's agenda for review, several Group members also expressed concern regarding the Settlement and Forbearance Agreement's requirement that the Board consider additional amendments to the Comprehensive Plan to further restrict or eliminate minor commercial uses within the Rural Future Land Use Category. In light of the proposed Ordinance, and since the Group does not have input in the Comprehensive Plan amendment process, the Group desired to express their concern regarding the potential Comprehensive Plan amendment included in the Settlement and Forbearance Agreement.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum stating that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #5). In summary, the Planning Department notes that the removal of liquefied petroleum dealers and fuel oil dealers is consistent with the Comprehensive Plan. The Planning Department also states that the removal of gasoline service stations as an allowed use furthers the Comprehensive Plan Goals and Objectives supporting growth at appropriate nodes, such as the Rural Community Land Use Category. Their decision is based partly upon the fact that the County has not received more than one application for a gasoline service station in the Rural zoning district since the adoption of the Comprehensive Plan in 1992.

Additionally, the proposal has been scheduled for the Planning Commission's December 2, 2014 6:00 p.m. Public Hearing agenda for a Comprehensive Plan consistency determination. Due to Board agenda deadlines, the Planning Commission's consistency determination will be provided at the Board's second and final Public Hearing on December 9, 2014 at 6:00 p.m.

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #6).

Options:

1. Conduct the second and final Public Hearing and adopt the proposed Ordinance amending Section 10-6.612 of the Land Development Code to prohibit retail fuel sales in the Rural zoning district (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt the proposed Ordinance amending Section 10-6.612 of the Land Development Code to prohibit retail fuel sales in the Rural zoning district.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Draft Ordinance
2. Settlement and Forbearance Agreement
3. List of 39 Collector/Arterial and Collector/Collector Intersections in Rural
4. List of 26 Intersections Eligible for Minor Commercial
5. Consistency Memorandum from Tallahassee/Leon County Planning Department
6. Public Notice

VSL/AR/DRM/RC

ORDINANCE NO. 14- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-6.612, RURAL ZONING DISTRICT, RELATING TO RETAIL TRADE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the rural zoning district in Leon County features undeveloped and nonintensively developed acreage remotely located away from urbanized areas, and contains the majority of the County's present agricultural and low density residential; and

WHEREAS, the purpose and intent of the rural zoning district is to maintain and promote present and future agricultural and silvicultural uses and to prohibit residential sprawl into remote areas lacking basic urban infrastructure and services; and

WHEREAS, minor commercial activities designed to service basic household needs of area residents are allowed; and

WHEREAS, the Board wishes to implement the provisions of a Settlement Agreement, approved on September 23, 2014; and

WHEREAS, the Board of County Commissioners of Leon County wishes to prohibit fuel oil sales in the rural zoning district to ensure consistency with the intent of the category;

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

SECTION 1. Section 10-6.612 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Rural zoning district," is hereby amended to read as follows:

Sec. 10-6.612. Rural zoning district.

(a) *Purpose and intent.* This section applies to the rural zoning district which includes undeveloped and nonintensively developed acreage remotely located away from urbanized areas containing majority of county's present agricultural, forestry and grazing activities. Land use intensities associated with urban activity are not anticipated during the time frame of the Comprehensive Plan, due to lack of urban infrastructure and services. Very low residential density (one unit per ten acres) and small scale commercial activities designed to service basic household needs of area residents are allowed as are passive recreational land uses. Industrial and ancillary commercial land uses associated directly with the timbering and/or agribusiness are permitted. This district is intended to maintain and promote present and future agricultural and silvicultural uses and to prohibit residential sprawl into remote areas lacking basic urban infrastructure and services.

1 (b) *Allowable uses.* For the purpose of this article, the following land use types are
 2 allowable in this zoning district and are controlled by the land use development
 3 standards of this article, the Comprehensive Plan and chart of permitted uses.
 4

- 5 (1) Agricultural.
- 6 (2) Minor commercial.
- 7 (3) Low-density residential.
- 8 (4) Passive recreation.
- 9 (5) Active recreation.
- 10 (6) Community services.
- 11 (7) Light infrastructure.
- 12 (8) Heavy infrastructure.
- 13 (9) Post-secondary.
- 14

15 (c) *List of permitted uses.* Some of the uses on these schedules are itemized according
 16 to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and
 17 applicable development and locational standards in the rural zoning district are as
 18 follows:
 19
 20

21 P = Permitted use R = Restricted use S = Special exception

Legend					
Ag	=	Agricultural	CS	=	Community services
MC	=	Minor commercial	LI	=	Light industrial
LR	=	Low-density residency	LF	=	Light infrastructure
PR	=	Passive recreation	HLF	=	Heavy infrastructure
AR	=	Active recreation			

22

23

SIC Code	Name of Use	Development and Locational Standards							
		Ag	MC	LR	PR	AR	CS	LI	HLF
	RESIDENTIAL								
	Dwelling, one-family	P		P					
	Dwelling, two-family	P		P					
	Dwelling, mobile home	P		P					
	AGRICULTURE, FORESTRY, AND FISHING								
01	Agricultural production—Crops	P							
0181	Ornamental nursery products	P							
02	Agricultural production— Livestock	P							
074	Veterinary services	P	P						

0781	Landscape counseling and planning	R							
092	Fish hatcheries and preserves	P							
	MINING								
144	Sand and gravel	S							
145	Clay, ceramic, and refractory minerals	S							
	MANUFACTURING								
201	Meat products	R							
202	Dairy products	R							
203	Preserved fruits and vegetables	R							
204	Grain mill products	R							
205	Bakery products	R							
206	Sugar and confectionery products	R							
21	Tobacco products	R							
24	Lumber and wood products	R							
	TRANSPORTATION AND PUBLIC UTILITIES								
401	Railroads					S		S	
43	Postal service		P						
4513	Air courier services							S	
458	Airports, flying fields and services							S	
483	Radio and television broadcasting					R			
	WHOLESALE TRADE								
503	Lumber and construction materials	S							
515	Farm-product raw materials	P							
	RETAIL TRADE								
525	Hardware stores		R						
526	Retail nurseries and garden stores		R						
533	Variety stores		R						
539	Misc. general merchandise stores		R						
541	Grocery stores		R						
542	Meat and fish markets		R						

543	Fruit and vegetable markets		R					
544	Candy, nut and confectionery stores		R					
545	Dairy products stores		R					
546	Retail bakeries		R					
553	Auto and home supply stores		R					
554	Gasoline service stations		S					
	Convenience store		R					
581	Eating and drinking places		R					
591	Drugstores and proprietary stores		R					
592	Liquor stores		R					
593	Used merchandise stores		R					
5961	Catalog and mail-order houses		R					
5983	Fuel oil dealers		S					
5984	Liquefied petroleum gas dealers		S					
5992	Florists		<u>R</u>					
5994	News dealers and newsstands		<u>R</u>					
	FINANCE, INSURANCE, AND REAL ESTATE							
602	Commercial banks		S					
603	Savings institutions		S					
606	Credit unions		S					
6553	Cemeteries		P				P	
	SERVICES							
703	Camps and recreational vehicle parks					R		
7353	Heavy construction equipment rental	R						
7359	Equipment rental and leasing, nec	R						
7992	Public golf courses		P			S		
7997	Membership sports and recreation clubs					S		
821	Elementary and secondary schools						S	
822	Colleges and universities						S	
823	Libraries—Less than 7500 sq. ft.		P					

823	Libraries—7500 sq. ft. or more					S		
824	Vocational schools					S		
841	Museums and art galleries					S		
842	Botanical and zoological gardens					S		
866	Religious organizations					R		
	PUBLIC ADMINISTRATION							
922	Public order and safety					P		
9221	Police protection					P		
9223	Correctional institutions							S
9224	Fire protection					P		
	RECREATION							
	Hiking and nature trails					P		
	Picnicking					P		
	Canoe trails					P		
	Bicycle trails					P		
	Horseback riding trails					P		
	Tot lots					P		
	Court sports					P		
	Field sports					P		
	Boat landings					P		
	Archaeological historical sites					S		

1
2
3

(d) *The maximum allowable gross square footage in the rural district is as follows:*

COMMERCIAL LAND USE TYPE	RURAL
MINOR	
Total location	20,000
Single site or quadrant	10,000
Single structure	5,000

4
5
6

(e) *Minimum development standards in the rural district are as follows:*

	Low Density Residential	Commercial	Agricultural-Related Industrial	Community Services; Active Recreation; Public, Primary and Secondary Schools	Comp. Plan Policy 2.1.9. Subdivision
MINIMUM SETBACKS (FEET)					
Front yard					

Building	30	30	50	30	25
Parking	—	40	50	40	—
Corner yard					
Building	30	20	50	30	25
Parking	—	25	50	40	—
Side yard					
Building	20	25	50	40	15
Parking	—	25	50	40	—
Rear yard					
Building	50	50	50	50	50
Parking	—	40	50	50	50
Adjoining lower intensity use					
Building	—	15	100	—	—
Parking	—	15	100	—	—
Maximum percent impervious surface area	30	30	30	30	30
Maximum height at building envelope perimeter	35	35	35	35	35
Maximum height per additional setback	1'1'	1'1'	1'1'	1'1'	1'1'
Total maximum height	—	45	45*	45	—
Minimum lot area (acres)	10.0	0.5	10.0	1.0	0.5
Minimum lot frontage	15	40	100	—	15

* This height applies to habitable portion of an industrial structure.

(f) *Development standards.* All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).

(1) *Mining activities.*

a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes SIC items 144 and 145.

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b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.
2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.
3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.
4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the county administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.

(g) *Restricted uses and special exception uses.* If uses are restricted or are special exception uses according to the schedule of permitted uses, they will not be allowed unless they follow the general development guidelines for restricted uses as provided in this division or for special exceptions as provided in this subsection. Specific restricted uses are addressed in this division.

1 (1) *Lumber and wood products.*
2

- 3 a. A plan must be submitted demonstrating protection of adjacent
4 properties and public interest which shall include, but not be limited to
5 the following:
6

- 7 1. All buildings and outside activities associated with the use
8 shall be set back a minimum of 200 feet from the nearest off-
9 site residence or subdivision intended primarily for residential
10 land uses.
11

12 (2) *Camps and recreational vehicle parks (SIC 703).*
13

- 14 a. A plan must be submitted demonstrating protection of adjacent
15 properties and public interest which shall include, but not be limited to
16 the following:
17

- 18 1. Sanitary facilities shall be provided.
19 2. Not more than ten campsites per acre shall be provided.
20 3. Individual campsites, roadways, and accessory structures
21 shall be located to meet the minimum building setback
22 standards from the exterior property lines of the campground.
23

24 (3) *Heavy construction equipment rental and equipment rental and leasing (SIC*
25 *7353 and 7359).*
26

- 27 a. A plan must be submitted demonstrating protection of adjacent
28 properties and public interest which shall include, but not be limited to
29 the following:
30

- 31 1. Such equipment rental and leasing must be associated with
32 timbering and/or agribusiness.
33
34 2. A plan of vehicular access to and from the site demonstrating
35 that heavy trucks and equipment will not travel on that portion
36 of a local or minor collector street with frontage containing
37 residential land use, zoned for residential land use, or
38 containing subdivision lots intended primarily for residential
39 land use. For purposes of this requirement, local and minor
40 collector streets shall be those identified in the local
41 government Comprehensive Plan and the Tallahassee-Leon
42 County Long Range Transportation Plan.
43

44 (4) *Retail Trade*
45

- 46 a. A plan and supporting narrative must be submitted pursuant to the
47 Type B site and development plan process that demonstrates
48 compliance as applicable with the following:
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- 50 1. Free-standing onsite signs shall be limited to monument-style
51 signs and the sign base shall be consistent with the materials

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and design context of the primary onsite building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited.

2. Building design including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments. Flat roof treatments are prohibited.
3. Onsite lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination.
4. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent density is one residential unit per two acres or less, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.
5. The trash collection dumpster shall be ~~assessable~~accessible to waste collection vehicles, and shall be located in the side or rear setback area of the onsite principle building. The dumpster shall be screened with a material and design treatment consistent with the building façade of the principle building.
6. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary onsite building.
7. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.
8. The hours of operation shall be limited to 6:00 am to 10:00 pm.
9. The site shall be designed were applicable to provide a cross-access easement to adjoining property in the commercial node. The cross access easement shall be improved to the property boundary.
10. Other site design treatments and considerations as may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.

1
2 11. The applicant shall submit documentation demonstrating
3 compliance with the trade area and customer expectation
4 provisions outlined in Section 10-6.619(b)c.
5

6 ~~b. For a proposed gasoline service station with or without a convenience~~
7 ~~store, in addition to the development guidelines outlined in paragraph~~
8 ~~a., must also demonstrate compliance with the following criteria,~~
9 ~~guidelines and standards on a plan and supporting narrative~~
10 ~~submitted pursuant to the Type C site and development plan review~~
11 ~~process:~~
12

13 ~~1. The number of fuel pump islands shall be limited to three with~~
14 ~~each pump island limited to two fueling positions or six total~~
15 ~~fueling stations.~~
16

17 ~~2. The fuel pump island awning design standards shall include,~~
18 ~~but shall not be limited to, materials and contextual design~~
19 ~~integrated with the onsite building facade treatment. The fuel~~
20 ~~pump island awning height shall be limited to 18 feet as~~
21 ~~measured from grade. The fuel pump island awning lighting~~
22 ~~shall be designed in a manner that reduces off-site~~
23 ~~illumination.~~
24

25 ~~3. Accessory structures and ancillary uses such as, but not~~
26 ~~limited to, vehicle washes (attached or stand-alone) and multi-~~
27 ~~unit vacuuming stations are prohibited.~~
28

29 ~~4. Free-standing lighting in the parking areas, drive isles, or other~~
30 ~~onside areas shall be limited in height to 15 feet as measured~~
31 ~~from grade, and shall be designed in a manner that reduces~~
32 ~~off-site illumination.~~
33

34 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
35 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
36 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
37 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
38 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.
39

40 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
41 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
42 such portion shall be deemed a separate, distinct, and independent provision and such holding
43 shall not affect the validity of the remaining portions of this Ordinance.
44

45 **SECTION 4.** Effective date. This ordinance shall be effective according to law. However, the
46 provisions of this ordinance shall not apply to any properties which have currently existing
47 conforming uses and structures.
48

49
50 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,

1 Florida, this ____ day of _____, 2014.
2
3

4 LEON COUNTY, FLORIDA
5

6
7 BY: _____
8 KRISTIN DOZIER, CHAIRMAN
9 BOARD OF COUNTY COMMISSIONERS
10

11
12 ATTEST:
13 BOB INZER, CLERK OF THE COURT
14 AND COMPTROLLER
15 LEON COUNTY, FLORIDA
16

17
18 BY: _____
19

20 APPROVED AS TO FORM:
21 LEON COUNTY ATTORNEY'S OFFICE
22

23
24 BY: _____
25 HERBERT W.A. THIELE, ESQ.
26 COUNTY ATTORNEY

SETTLEMENT AND FORBEARANCE AGREEMENT

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of September 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA ("County") (collectively "Parties").

RECITALS:

WHEREAS, on May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a "Written Preliminary Decision" approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida ("Commercial Project"); and

WHEREAS, the Commercial Project is approved to be located on Parcel Number: 12-04-20-018-000-0 in Leon County, Florida ("Property"), which is owned by William Glenn Brown; and

WHEREAS, on June 5, 2014, pursuant to Section 10-7.414 of the Leon County Land Development Code ("County's LDC"), Thelma Crump filed a "Petition for a *De Novo* Quasi-Judicial Hearing" ("Petition") in which Ms. Crump alleged that the proposed Commercial Project violated several requirements of the County's Comprehensive Plan and the County's LDC; and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump's Petition to the State of Florida Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump's Petition; and

WHEREAS, on or about June 16, 2014, the DOAH assigned an Administrative Law Judge in *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 ("DOAH Proceeding"), and scheduled the Final Hearing for September 8 and 9, 2014; and

WHEREAS, on June 23, 2014, Mr. Brown intervened in the DOAH Proceeding; and

WHEREAS, on July 31, 2014, the Parties participated in a mediation conference in an attempt to amicably resolve their dispute and the DOAH Proceeding; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of resolving the DOAH Proceeding, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners ("BOCC") shall consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.
- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as "Rural" on the County's Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.
- C. Within seventy (70) days of the Effective Date of this Agreement, Mr. Brown shall: (i) withdraw his application for the proposed Commercial Project; (ii) abandon the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014; and (iii) record a deed restriction for the Property restricting the use of the Property to one (1) single-family residence.
- D. Within five (5) days after Mr. Brown fulfills all of the requirements of Paragraph 2.C above, Ms. Crump shall file a Notice of Voluntary Dismissal with Prejudice in the DOAH Proceeding.
- E. Within ninety (90) days of the Effective Date of this Agreement, the County shall pay \$36,250.00 to Mr. Brown as reimbursement of fees and costs that Mr. Brown incurred during the permitting process for the Commercial Project and during the DOAH Proceeding.

- F. Within ninety (90) days of the Effective Date of this Agreement, Keep It Rural, Inc., shall pay \$25,000.00 to Mr. Brown as compensation for Mr. Brown's withdrawal of his application for the proposed Commercial Project and abandonment of the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014.
- G. Within ninety (90) days of the Effective Date of this Agreement, Ms. Crump shall pay \$70,000.00 to Mr. Brown pursuant to a Purchase and Sale Agreement for Ms. Crump's purchase of the Property, in fee simple, from Mr. Brown. Such purchase is contingent upon Ms. Crump's ability to obtain financing for such purchase from a financial institution. If Ms. Crump is unable to obtain such financing, Mr. Brown shall be entitled to retain the Property subject to all of the conditions of this Agreement, including, but not limited to, the conditions set forth in Paragraph 2.C above.
- H. Mr. Brown shall retain the right to harvest the corn that is currently planted on the Property, provided such harvest occurs no later than September 30, 2014.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the BOCC does not approve this Agreement and does not approve, within sixty (60) days of the Effective Date of this Agreement, an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding. All parties expressly acknowledge that this Agreement is not contingent upon the BOCC taking any action in regard to whether convenience stores should be allowed or prohibited on property designated as "Rural" on the County's Future Land Use Map.

4. **Authority.** Except as expressly set forth herein, each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the BOCC approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the Parties.

7. **Non-Waiver.** Failure by any party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and such party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

- A. Ms. Crump hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Ms. Crump ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Ms. Crump covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- B. Keep It Rural, Inc., hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Keep It Rural, Inc., ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Keep It Rural, Inc., covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- C. Mr. Brown hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Mr. Brown ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Mr. Brown covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and the

County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- D. The County hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and Mr. Brown from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the County ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, the County covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and Mr. Brown that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and Mr. Brown with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- E. These releases shall become effective only upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map.

9. **Interpretation; Headings.** All Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with the DOAH Proceeding and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties.

14. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the DOAH Proceeding, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is

not intended by any party to be construed, and shall not be construed, as an admission by Mr. Brown or the County of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances. Any party's waiver of any breach of this Agreement or forbearance from action shall not be a continuing waiver or a waiver of any other breach of this Agreement.

15. **Attorneys' Fees; Costs.** Except as set forth in Paragraph 2.E above, the Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the DOAH Proceeding and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the DOAH Proceeding.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Ms. Crump:

Thelma Crump
8848 Miccosukee Road
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(b) To Keep It Rural, Inc.:

Keep It Rural, Inc.
c/o Jeff Blair, Registered Agent
9143 Stargate Way
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(c) To Mr. Brown:

William Glenn Brown
2802 Topaz Way
Tallahassee, Florida 32309

With a copy to:

Dan R. Stengle, Esquire
Dan R. Stengle, Attorney, LLC
502 North Adams Street
Tallahassee, Florida 32301

(d) To Leon County:

Board of County Commissioners
Attn: Vincent S. Long, County Administrator
Leon County Courthouse
301 S. Monroe Street
Tallahassee, Florida 32301

With a copy to:

Leon County Attorney's Office
Attn: Herbert W. A. Thiele, Esquire
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

19. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

THELMA CRUMP

R. Phillips
Print Name: R. Phillips

By: Thelma Crump

Name: Thelma Crump

M. Wilson
Print Name: George Wilson

Date: September 8, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of ~~August~~ ^{September} 2014, by THELMA CRUMP. Said person (check one) is personally known to me or produced FL DL as identification.

(Notary Seal)

Printed Name: Dorothy Irvine
Notary Public, State of FL
Commission No. EE044976
My commission expires: 11/28/2014



WITNESSES

KEEP IT RURAL, INC.

Virginia Williams
Print Name: VIRGINIA WILLIAMS

Christin Pedersen
Print Name: Christin Pedersen

By: _____

Name: JEFF BLAIR

Its: PRESIDENT

Date: 9/8/14

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of August 2014, by JEFF BLAIR, as PRESIDENT of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one) is personally known to me or produced DRIVERS LICENSE as identification.

8460-421-54-452-0

(Notary Seal)

Printed Name: KATHRYN PENNINGTON

Notary Public, State of FLORIDA


Commission No. EE 846092

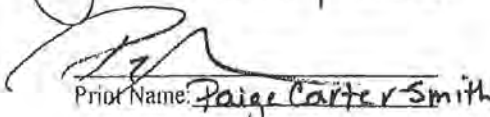
My commission expires: 11/24/2016



WITNESSES

WILLIAM GLENN BROWN


Print Name: Jeremy Branch


Print Name: Paige Carter Smith

By: Walter Alan Bean
Name: WILLIAM GLENN BROWN
Date: September 2, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of September 2014, by WILLIAM GLENN BROWN. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)



Printed Name: DAN R STENGLE
Notary Public, State of FLORIDA
Commission No. 146591
My commission expires: 7/31/2018

WITNESSES

LEON COUNTY, FLORIDA

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of September 2014, by _____, as _____ of LEON COUNTY, FLORIDA, on behalf of said entity. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Road	Crossroad	Arterial/Collector	Collector/Collector	Notes
April	Old St. Augustine	X		Micc. Canopy Road. One quadrant (NE) is zoned R-1. Commercial not permissible in R-1. East side of April Rd is inside USA.
Baum	Miccosukee	X		Miccosukee Canopy Rd. SW quad developed w/church. School Bd. owns parcel on SE quadrant. 800+ acres of timber property to the north
Baum	Mahan	X		NE quad has existing auto-repair (abandoned?); SE quad inundated with ESAs
Buck Lake	Baum		X	SW quadrant zoned OS (St. Marks Headwaters Greenway) - OS does not allow commercial
Buck Lake	Capitola		X	Entire south side of intersection is in conservation easement - Lex Thompson to Blueprint 2000 (Bk 3407, Pg 898). North intersection lots are residential (platted) lots part of Oak Hill Farms (Plat Bk 9, Pg 76)
Buck Lake	Benjamin Chaires		X	NW quadrant encumbered in stormwater facility and drainage easements.
Cap Tram	Apalachee	X		NW and SW quads heavily constrained with ESAs. Existing gas station and Talquin substation at NE quad. SE quad has two parcels. Each less than one acre. Would likely have to be combined
Capitola	Benjamin Chaires		X	Entire south side of intersection is encumbered with 100-yr flood plain (FEMA Zone A). Constraints on north side appear too difficult to develop with commercial given the limited acreage within the intersection that is outside ESAs
CR 12	Meridian	X		N. Meridian - Canopy Road. NE quad constrained with ESAs
CR 12	Thomasville	X		Intersection in conservation easement (Bk 3972, Pg 753; Bk 3822, Pg 2344; Bk 4068, Pg 1684). No commercial opportunities
Crump	Miccosukee	X		Micc.- Canopy Road. SW quad has RP overlay (no comm.); NE intersection includes commercial and pending approval for gas station
Crump	Roberts		X	This does not appear to be a true intersection Roberts takes the street name as Crump makes bend and heads west.
Dog Lake Tower	Springhill	X		Entire east intersection in Apalachicola Nat'l Forest. Primary Springs Protection Zone
Dog Lake Tower	JB Clark		X	Apalachicola Nat'l Forest surrounds intersection. No commercial opportunities.
Fairbanks Ferry	Meridian	X		N. Meridian - Canopy Road. NW quad is Hales Plantation, LLC
Greenville	Thomasville	X		Greenville Road connects Pisgah Church Road and Terminates at Proctor Road to the north.
Greenville	Pisgah Church Rd		X	Pisgah - Canopy Road. West side is located in Quail Valley Subdivision SE and NE quads have some CRPZ.
Greenville	Proctor		X	Proctor and Greenville are dirt roads at this intersection.
Jefferson	Mahan	X		
McCracken	Miccosukee	X		Micc. Canopy Road. SE & NE quads are County-owned properties - stormwater management facility and realignment for McCracken Road
McCracken	Baum		X	SE & NE quads are encumbered with ESAs (flood plain and wetlands). SW quad has some of same ESAs.
Natural Bridge	Old Plank		X	Flood zones and other ESAs at all quads...
Old Centerville	Centerville	X		Canopy Road. Horseshoe Tower, LLC (plantation) on west side of intersection. ESAs on south side of intersection.
Old Magnolia	Mahan	X		
Old Magnolia	TS Green		X	Entire intersection is covered with flood plain and wetlands.
Old Magnolia	Cromartie		X	Miccosukee Hills, LLC (plantation) and GEM Land Co (plantation) at NW and SW quads.
Old Magnolia	Rococo		X	All quads owned by GEM Land Co (plantation)
Orchard Pond	Meridian	X		Meridian - Canopy Road. NW quad Ayavalla Plantation. East side of intersection, Church.
Orchard Pond	Old Bainbridge	X		NE quad wetland and flood plain.
Proctor	Centerville	X		Centerville Canopy Road. SW quad RP overlay (no commercial).
Rococo	Veterans Memorial	X		SE quad and west side encumbered wetlands flood plain;
Silver Lake	Aeon Church		X	Apalachicola Nat'l Forest surrounds intersection. No commercial opportunities.
TS Green	Veterans Memorial	X		SW significantly encumbered with wetlands and flood plain
Wadesboro	Baum		X	NE lot part of Dalton Subdivision

Road	Crossroad	Arterial/Collector	Collector/Collector	Notes
WW Kelley	Tram	X		NW lot part of Walton Corners Subdivision (Unrec) NE part of Walton Woods (Unrec); SW encumbered with flood plain and wetlands.
Crump	Proctor		X	East side of intersection is Northwest Kingdom; West side is Welaunee Plantation
Cap Tram	Apalachee	X		
WW Kelley Rd	Williams Rd		X	West side of intersection in UF. East side of intersection in Walton Woods, a residential subdivision
Proctor Rd	Thomasville Rd			T-Intersection. East side of intersection is entirely within OS zoning, no commercial allowed. County property for park?

green = collector

red = arterial

yellow background = No commercial opportunity

Preliminary Post Ordinance Summary :	Intersections meeting minor commercial location standards	39
	Intersections without development opportunity	12
	Total number of intersections with minor development potential	27

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES	
#1.) April Rd. and Old St. Augustine Road	April Rd. - Minor Collector	31-12-20-012-000-0 - St. Joe Timberland Co. (NW Quad)	East side of intersection not affected by changes (inside USA and zoned Urban Fringe and R-1). Old St. Augustine Road is a designated canopy road. No development within 100 ft of centerline.	
	Old St. Augustine Rd. - Minor Collector (Canopy Road)	31-12-20-001-000-0 - St. Joe Timberland Co. (SW Quad)		
#2.) Baum Rd. and Miccosukee Rd.	Baum Rd. - Minor Collector	15-25-20-401-000-0 - Chemonie Plantation, LTD (SE Quad)	Miccosukee Road is a designated canopy road. No development within 100 ft of centerline. Leon County owns small portion of SE Quad and very small portion of north side. SW Quad developed with church (St. Stephens Baptist).	
	Miccosukee Rd. - Minor Arterial (Canopy Road)	15-26-20-407-000-0 - St. Stephens Baptist Church (SE Quad)		15-26-20-405-000-0 - Quail Oaks Farm, LLC (SE Quad)
		15-26-20-405-000-0 - Quail Oaks Farm, LLC (North)		15-26-20-007-000-0 - Cahoon Land & Timber, LLC
#3.) Mahan Dr. and Baum Rd.	Mahan Dr. - Principal Arterial	12-01-20-414-000-0 - Crandall, Donna Lea Kelly and Tufnell, Mary Helon Kelly (NE Quad)	NE Quad (PID 12-01-20-414-000-0) has an existing auto service station that appears to have been abandoned. Portion of SE Quad adjacent to US 90 is inundated with ESAs.	
	Baum Rd. - Minor Collector	12-01-20-023-000-0 - Reynolds, Diana H (NE Quad)		12-01-20-608-000-0 - Pastuck, Richard J (NW Quad)
		12-01-20-009-000-0 - Williams, John Douglass and Williams, Nancy I (SW Quad)		12-01-20-408-000-0 - Jones, Robert L (SW Quad)
		12-01-20-410-000-0 - Kelly, Clayborn L Jr and Kelly, Donna Gail Jones (SE Quad)		12-01-20-404-000-0 - Forshay, Jennifer Paige (SE Quad)
#4.) Buck Lake Rd. and Baum Rd.	Buck Lake Rd. - Minor Collector	12-24-50 D-001-0 - Williams, Gregory A and Williams, Kimberly A (SW Quad)	SW quad (St. Marks Headwaters Greenway) is inundated with ESAs (FEMA Flood Zones and Wetlands) and zoned OS. OS does not allow commercial/retail. SE quad is a lot within the Oakhill Farms S/D and has significant floodplain - these factors would not allow commercial development on SE quad. NE Quad is not developable due to presence of ESAs (FEMA Flood Zones and Wetlands) and the fact that the NE quad consists of parcels that belong to the Oak Hill Farms S/D. NW Quad is located in Winfield Forest S/D and contains some areas of flood plain and drainage easements.	
	Baum Rd. - Minor Collector	12-24-50 A-008-0 - Annin, Robert H and Annin Gay W (NE Quad)		12-24-50 A-009-0 - Annin, Robert H and Annin, Gay W
		12-24-50 A-009-0 - Annin, Robert H and Annin, Gay W		12-23-70 A-006-0 - Tallahassee State Bank (NW Quad)

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES
#5.) Buck Lake Rd. and Benjamin Chaires	Buck Lake Rd - Minor Collector	12-27-08-000-005-0 - Niemi, Robert C and Fajardo, Michelle J (SW)	NW Quad encumbered with stormwater facility and drainage easements - also zoned UF. SW Quad parcel is located in the High Halden S/D and not eligible for commercial (zoned UF and Flood Zone). NE Quad is significantly encumbered with Flood Zone.
	Benjamin Chaires - Minor Collector	12-26-20-201-000-0 - Rysavy, Joseph and Rsavey, Kelly (SE)	
		12-23-20-604-000-0 - Crawley, Wayne and Crawley SL (NE)	
#6.) Cap Tram Rd and Apalachee Pkwy	Cap Tram Rd - Minor Collector	32-12-20-001-000-0 - Capitola Timberlands, LLC	NE Quad is State of Florida owned.
	Apalachee Pkwy - Principal Arterial	32-12-20-006-000-0 - Cody Church Timberlands, LLC	
#7.) CR 12 and Meridian Rd.	CR 12 - Major Collector	17-17-20-206-000-0 - Jones, Evelyn	NE Quad significantly encumbered with Canopy Road Protection Zone, Flood Zone and Wetlands. NE Quad is also presently developed with a single-family residence.
	Meridian Rd - Minor Arterial (Canopy Road)	17-17-20-208-000-0 - Vickers, Pinkie Bee and Vickers, Mabel	
		17-18-20-006-000-0 - Bond, William H	
		17-17-20-205-000-0 - Bell, Perry M Life Estate	
#8.) Crump Rd. and Miccosukee Rd.	Crump Rd. (Major Collector)	12-04-20-222-000-0 - Powerhouse, Inc. (NW Quad)	PID 12-04-20-018-000-0 subject to settlement agreement with Leon County/Thelma Crump that, once executed, would not allow commercial development of any kind. SW Quad has RP overlay - no commercial allowed.
	Miccosukee Rd. - Minor Arterial (Canopy Road)	12-04-20-018-000-0 - Brown, William G. (NE Quad)	
		12-04-20-011-000-0 - Chandler, Henry and Chandler, Norma (NE Quad)	
		12-04-20-001-000-0 - Hoffman, Omar D (SE Quad)	
		12-04-20-003-000-0 - Lemley, Deborah B and McCluskey, Thomas J (SE Quad)	
#9.) Fairbanks Ferry Rd. and N. Meridian Rd.	Fairbanks Ferry Rd. - Major Collector	17-08-10-000-001-0 - Davenport, Byron and Davenport, Jeanna Leigh (East)	PID 17-17-20-206-000-0 has very limited developable area due to the presence of Canopy Road Protection Zone, Flood Plain and wetlands.
	N. Meridian Rd. - Minor Arterial (Canopy Road)	17-17-20-206-000-0 - Jone, Evelyn (East)	
		17-17-20-208-000-0 - Vickers, Pinkie Bee and Vickers, Mabel (SW Quad)	
		17-18-20-002-000-0 - Trustland Partners, LLC (SW Quad)	
		17-07-20-058-000-0 - Hales Plantation, LLC	

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES
#10.) Greenville and Pisgah Church Rd.	Greenville Rd. - Minor Collector	14-24-20-014-000-0 - Pennington, Carl R. Jr. and Pennington, M.	Pisgah Church Rd. is a designated Canopy Road. NE Quad is located in a residential subdivision with Residential Preservation overlay. Immediate NW Quad is located in a residential subdivision with Residential Preservation overlay (Baker Place HOA).
	Pisgah Church Rd. - Minor Collector (Canopy Road)	15-19-20-609-001-0 - Glass, Walter and Glass, Elizabeth	
		15-19-20-609-002-0 - Glass, Jeffrey M. and Glass, Kathryn J.	
#11.) Greenville Rd. and Proctor Rd.	Greenville Rd. - Major Collector	15-07-20-000-006-0 - Hunter Holdings, LLC (North)	This intersection is unpaved (dirt roads).
	Proctor Rd. - Minor Collector	15-07-20-000-117-0 - Hunter Holdings, LLC (SW)	
		15-07-20-000-131-0 - Hunter Holdings, LLC (SE)	
#12.) Jefferson Rd. and Mahan Dr.	Jefferson Rd. - Minor Collector	16-31-20-404-000-0 - Wheeler, Mary C Revocable Trust (North)	
	Mahan Dr. - Principal Arterial	16-31-20-405-000-0 - Davis, Wayne Jr. (North)	
		13-06-20-010-007-0 - Rozofsky, William H. and Rozofsky, Mary P. (SE)	
		13-06-20-221-000-0 - O'Steen, George E. and O'Steen, Barbara A.	
#13.) McCracken Rd. and Miccosukee Rd.	McCracken Rd. - Minor Collector	15-34-20-440-000-0 - Gullo, Sherry Waters (West)	NE and SE Quad parcels are owned by Leon County - stormwater management facility for McCracken Road
	Miccosukee Rd. - Minor Arterial (Canopy Road)	15-34-20-439-000-0 - Gullo, Sherry Waters (West)	
		15-34-20-401-000-0 - Givens, Everett and Givens, M.C. (West)	
#14.) McCracken Rd. and Baum Rd.	McCracken Rd. - Minor Collector	15-36-20-001-000-0 - Davis, Wayne Jr. (NE Quad)	SE and NE Quads are encumbered with Flood Plain and wetlands. SW quad has some areas of Flood Plain and wetlands. Wetlands immediately east of intersection.
	Baum Rd. - Minor Collector	15-36-20-003-000-0 - Fonvielle, Deborah Konas Rev Trust (NW Quad)	
		12-01-20-202-000-0 - Divine, Louise and Holley, Herman E. (SW Quad)	
		12-01-20-201-000-0 - Daws, George K.	
		12-01-20-205-000-0 - Daws, George K.	

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES
#15.) Old Centerville Rd. and Centerville Rd.	Old Centerville Rd. - Minor Collector (Canopy Road)	15-03-20-626-000-0 - Parker, Janet Bradley (NE Quad)	Canopy Roads. Horseshoe Tower, LLC on west side of intersection. Flood Plain and wetlands on south side of intesection.
	Centerville Rd. - Minor Arterial (Canopy Road)	15-03-20-601-000-0 - Horseshoe Tower, LLC (NW Quad)	
		15-03-20-422-002-0 - Obrecht, Michael D. and Obrecht, Julie B.	
		15-09-20-003-000-0 - Humphrey, Louise I Revocable Trust (SW Quad)	
#16.) Old Magnolia Rd. and Mahan Dr.	Old Magnolia Rd. - Minor Collector	16-34-20-626-000-0 - Beaugard, Christine L. (NE Quad)	Miccosukee Hills, LLC and GEM Land Co at NW and SW Quads.
	Mahan Dr. - Principal Arterial	16-35-20-005-002-0 - A M S of Gainesville, Inc. (NW Quad)	
		16-33-20-422-001-0 - Lamont, William III and Lamont, Donna (SW Quad)	
		16-33-20-418-000-0 - Stephen Demott Investments, LLC	
		16-33-20-420-000-0 - Roberts, William (SW Quad)	
		16-34-20-410-001-0 - Buharp, Shannon and Johnson, Caitlyn Trust (SE Quad)	
		16-34-20-630-000-0 - Williams, May Jr. (SE Quad)	
#17.) Old Magnolia Rd. and Cromartie Rd.	Old Magnolia Rd. - Minor Collector	16-03-20-601-000-0 - Miccosukee Hills, LLC (NW Quad)	
	Cromartie Rd. - Minor Collector	16-09-20-618-000-0 - GEM Land Co. (SW/SE Quads)	
		16-10-20-004-000-0 - Love, George H. Trusts (East)	
		16-02-20-004-000-0 - Love, George H. Trusts (East)	
#18.) Old Magnolia Rd and Rococo Rd.	Old Magnolia Rd. - Minor Collector		
	Rococo Rd. - Minor Collector	16-09-20-618-000-0 - GEM Land Co.	Entire intersection adjoins GEM Land Co property.
#19.) Orchard Pond Rd. and N. Meridian Rd.	Orchard Pond Rd. - Major Collector	24-01-20-401-000-0 - Orchard Pond, LLC (NW Quad)	N. Meridian a designated Canopy Road. East side of intersection in UF Zoning/Future Land Use Category.
	N. Meridian Rd. - Minor Arterial (Canopy Road)	24-11-20-002-000-0 - Orchard Pond, LLC (SW Quad)	

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES
#20.) Orchard Pond Rd. and Old Bainbridge Rd.	Orchard Pond Road - Major Collector	24-07-20-002-000-0 - Blocker Neighborhood, LLC (West)	NE Quad - Wetlands and Flood Plain.
	Old Bainbridge Road - Minor Arterial	24-03-20-018-000-0 - Orchard Pond, LLC (NE Quad)	
		24-08-20-602-000-0 - Johnson, Willie (SE Quad)	
		24-08-20-610-000-0 - Spradley, Larry and Spradley, Vivian (SE Quad)	
		24-17-20-252-000-0 - Johnson, Willie C.	
#21.) Proctor Rd. and Centerville Rd.	Proctor Road - Minor Collector	15-16-20-000-055-0 - Kocyigit, Bulent and Kocyigit, Esra (NW Quad)	Centerville Road is a designated Canopy Road. SW Quad has Residential Preservation overlay and is part of the DeSoto Lakes Estates S/D - not eligible for commercial development.
	Centerville Road - Minor Arterial (Canopy Road)	15-16-20-000-0054-0 - Rust, William Lee Revocable Trust (NE Quad)	
		15-16-20-245-001-0 - Murphy, Danny M. and Murphy, Karen D. (SE Quad)	
		15-16-15 B-011-1 - Andrews, Fred Wayne Jr. and Andrews, Susan Beth (SW Quad)	
#22.) Rococo Rd. and Veterans Memorial Dr.	Rococo Rd. - Minor Collector	16-20-20-220-000-0 - Knox, Eason (NW Quad)	West side of interesection and the SE side of intersection are significantly encumbered with Flood Plain and wetlands.
	Veterans Memorial Dr. - Minor Arterial	16-20-20-459-000-0 - Norred, W. James and Norred, Kelly A. (SW Quad)	
		16-20-20-440-000-0 - Shelfer, Arthur J. and Shelfer, Janice W. (SE Quad)	
		16-20-51-000-021-0 - Concord AME Church (NW Quad)	
#23.) TS Green Rd. and Veterans Memorial Dr.	TS Green Rd. - Minor Collector	16-04-20-239-000-0 - Woody, Willie James and Woody, Audrey (NW & SW Quad)	SW Quad significantly encumbered with Flood Plain and wetlands.
	Veterans Memorial Dr. - Minor Arterial	16-04-20-240-000-0 - Woody, Inez (SW Quad)	
		16-03-20-601-000-0 - Miccosukee Hills, LLC (East)	
		16-04-20-235-000-0 - Woody, Willie James and Woody, Audrey (North)	

INTERSECTION	FUNCTIONAL CLASSIFICATION	PARCEL ID NO./PROPERTY OWNER(S)	NOTES
#24.) Wadesboro Rd. and Baum Rd.	Wadesboro Rd. - Minor Collector	12-11-20-610-006-0 - Rockaway, LLP (NW Quad)	NE part of Dalton S/D
	Baum Rd. - Minor Collector	12-11-20-610-007-0 - Rockaway, LLP (NW Quad)	
		12-12-25-000-001-0 - Collier, Emory C III and Collier, Lessie D. (East)	
		12-13-20-205-000-0 - Vafek, Oskar and Vafek, Ruth E. (East)	
		12-14-20-010-000-0 - Moore, Charlette (SW Quad)	
#25.) WW Kelley Rd. and Tram Rd.	WW Kelley Rd. - Major Collector	32-27-51-000-030-0 - Fearson, Kendrick and Fearson, Letitia W. (NE Quad)	NW part of Walton Corners S/D; NE part of Walton Woods Unrec; SW encumbered with Flood Plain and wetlands.
	Tram Rd. - Minor Arterial	32-27-51-000-031-0 - St. Joe Land & Development Co. (NE Quad)	
		32-27-51 0001 - Panhandle Building Services, Inc.	
		32-28-20-020-000-0 - Madison Lumber Products, LLC	
		32-27-20-401-000-0 - Hackl Enterprises, LLC (SE Quad)	
#26.) Crump Rd. and Proctor Rd.	Crump Road - Major Collector	15-33-20-006-000-0 - Smith, Mrs. Freddie (North)	East side of intersection is located in the Northwest Kingdom S/D - not eligible for commercial development.
	Proctor Road - Minor Collector	12-04-20-222-000-0 - Powerhouse, Inc. (West)	
		15-33-10-000-003-0 - Hill, Robert A and Hill, Shari Rae (East)	
		15-33-10-000-004-0 - Guest, Bonnie K (East)	
		15-33-10-000-007-0 - Rook, Maureen A. and Rook, David N.	
		15-33-20-004-000-0 - Moss, Doris (NW Quad)	

Information provided is based on layers available with GIS. This information is for reference only and shall not be construed as a legal document or replace more site-specific data from qualified professionals. Site-specific data, as it becomes available, may present different findings and results that may lead to additional or less development opportunities. Leon County assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.



MEMORANDUM



TO: David McDevitt, Director
Development Services and Environmental Management

FROM: Wayne Tedder, Director
Planning, Land Management and Community Enhancement (PLACE)

DATE: November 20, 2014

SUBJECT: Consistency Review—Rural Amendment to Eliminate Fuel Sales

Description of the Commercial Uses in the Rural Zoning District Ordinance:

The proposed ordinance would amend the Leon County Land Development Code to accomplish the following:

- Remove gasoline service stations, fuel oil dealers, and liquefied petroleum gas dealers from the list of allowed uses in the Rural (R) zoning district; and
- Eliminate the recently adopted design standards for gasoline service stations.

Amendment Background

Over the past year, the Board has had numerous discussions regarding the appropriateness of certain commercial uses within rural areas of the County. A Land Development Code (LDC) revision, adopted on September 2, 2014 included “additional restrictions on all proposed retail trade-related minor commercial land uses in Rural, a limitation on the number of locations where retail trade-related minor commercial uses are allowed in the Rural zoning district, and additional restrictions on all proposed gasoline service stations with or without convenience stores...”

On September 23, 2014 the Board approved a Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road. The terms of the agreement include the following as it relates to zoning and land use matters:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners (“BOCC”) shall consider, at a duly-noticed public meeting, whether to amend the County’s LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers

(SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as “Rural” on the County’s Future Land Use Map.

- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as “Rural” on the County’s Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.

Currently, the subject LDC amendment is scheduled for final disposition by the Board on December 9, 2014. Based on the Board action to date, staff is also evaluating whether commercial development is appropriate on any property designated as Rural on the Comprehensive Plan Future Land Use Map. The Board will also be considering this analysis at the December 9, 2014 meeting.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The Comprehensive Plan addresses the density and intensity of broad land use categories such as office, commercial, industrial, community service, etc. It is a function of the land development regulations (zoning code) to determine what specific uses within those broad categories best implement the policies in the Comprehensive Plan. Unless a land use in a zoning district is essential for the implementation of the Future Land Use Map (FLUM) category that underlies the subject zoning district, the elimination of specific land uses within a zoning district would be consistent with the Comprehensive Plan. An example of a land use that is essential for the implementation of a FLUM category would be single-family detached homes in a Residential Preservation FLUM-associated zoning district.

The proposed ordinance eliminates three land uses within the Rural (R) zoning district. The Rural zoning district is located within the Rural Future Land Use Map (FLUM) Category. Comprehensive Plan Land Use Policy 2.2.1 [L] indicates that it is the intent of the Rural FLUM to allow “[v]ery low residential density (1 unit per 10 acres) and minimal commercial designed to service basic household needs of adjacent residents.” The type of commercial development envisioned for the Rural FLUM is further defined in Land Use Policy 3.1.2 [L], which establishes different classifications of commercial development. The least intensive classification of commercial established by Policy 3.1.2 is minor commercial.

The major function of minor commercial development is to “[p]rovide for the sale of convenience goods and services to immediate residential area”, which mirrors the type of commercial development specified in the Rural FLUM. Policy 3.1.2 also indicates that the trade area of minor commercial is generally one mile, and it provides development standards for location, acreage, size and design. In addition to minor commercial development, the Rural FLUM also permits “[i]ndustrial and ancillary commercial land uses associated directly with the timbering industry and/or agri-business.”

The proposed ordinance will eliminate gasoline service stations, fuel oil dealers and liquefied petroleum gas (bottled gas) dealers from the Rural zoning district. Fuel oil dealers and liquefied petroleum gas dealers are not commercial uses that are essential to the implementation of the Rural FLUM. Those businesses sell products that are purchased infrequently and need not be in close proximity to the rural households who may require fuel oil or bottled gas. In addition, the operation of agriculture or silviculture does not require heating oil or bottle gas dealers to be located in close

proximity to them. **Therefore, the removal of fuel oil dealers and liquefied petroleum dealers as allowed uses within the rural zoning district is consistent with the Comprehensive Plan.**

The proposed ordinance would also eliminate gasoline service stations as an allowed use in the Rural Zoning District. Current Comprehensive plan and Land Development Code policy would allow approximately 70 gas and convenience stores to be located at 26 intersections throughout the County. Recently approved Land Development Code amendments reduced the number of such potential gasoline service stations from approximately 200 intersections to 26 intersections, limited the intensity of those uses to 3,000 square feet, set a maximum of six fuel pumping stations, and established other design standards to ensure that such land uses are appropriately scaled to fit into the rural setting. These amendments were found to be consistent with the Comprehensive Plan by the Planning Department and the Planning Commission. However, the Board of County Commissioners have found that the current ordinance does not fully protect the desired rural character intended in the Rural zoning district.

It can be argued that gasoline service stations alone are ancillary to timbering and agri-business uses and that eliminating the use could create locational consistency issues with the Comprehensive Plan. However, two points should be noted: 1) Staff recalls only one gasoline service station proposed (or built) in the Rural zoning district since the adoption of the comp plan in 1992, indicating that there has been little to no demand for the use during a 20+ year planning period; and 2) Eliminating gasoline service stations at this time may actually encourage development of these uses within the Rural Community land use category (nodes) that are strategically located in the heart of the Rural areas. This approach furthers a number of Comprehensive Plan goals and objectives supporting concentrated growth at appropriate nodes.

Regarding the "rural character" issues raised by the Board, it is also noted that gasoline service stations do, in fact, contain vehicular use areas that are significantly greater than the other commercial uses allowed within the Rural zoning district. As such, it is more difficult for these uses to be developed in a manner that maintains the rural character intended within the district.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds that the proposed ordinance is consistent with the Comprehensive Plan.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 9, 2014, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-6.612, RURAL ZONING DISTRICT, RELATING TO RETAIL TRADE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

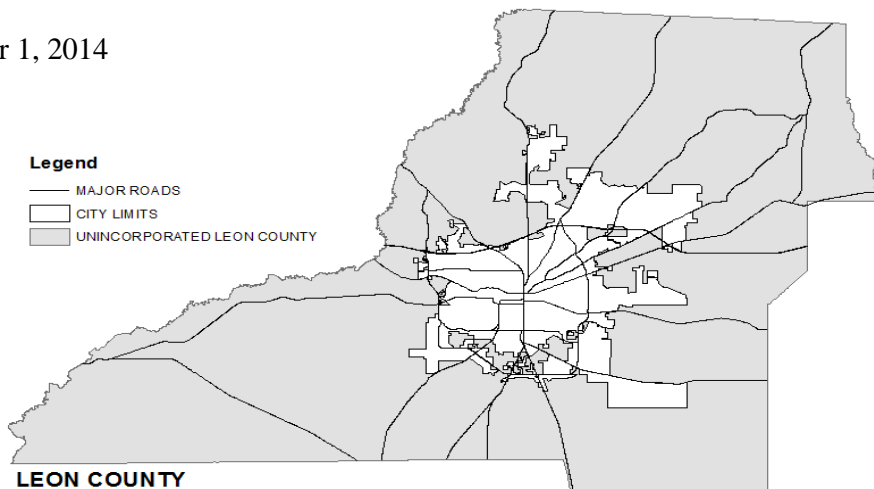
Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301
and
Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: December 1, 2014



**Leon County
Board of County Commissioners**


Notes for Agenda Item #30

Leon County Board of County Commissioners

Cover Sheet for Agenda #30

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing to Adopt a Proposed Ordinance Amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code Related to Lake Protection

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works Wayne Tedder, Director of P.L.A.C.E. Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Stephen M. Hodges, Senior Planner

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code related to Lake Protection (Attachment #1).

Report and Discussion

Background:

The proposed Ordinance modification implements Comprehensive Plan text amendment PCM140112, adopted on May 27, 2014, and addresses several minor consistency issues in the same ordinance. The policy amendment that precipitated this Ordinance modification was recommended by the Planning Department and authorized by the Leon County Board of County Commissioners (Board) during a workshop on November 19, 2013. The amendment was adopted by the Board on May 27, 2014 in a joint public hearing on the 2014-1 Cycle of proposed comprehensive plan amendments.

The intent of the amendment and its related Ordinance modification is to eliminate the ½-acre minimum lot requirement for cluster developments in the unincorporated areas of the Lake Protection future land use category where sewer facilities are available.

This proposed Ordinance is essential to the following FY2012-FY2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013).

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

- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2-2012)

Analysis:

During the November 19, 2013 workshop to consider recommendations intended to encourage sustainable development in the Lake Protection (LP) future land use category, the Board directed staff to move forward with eliminating the ½-acre minimum lot size in cluster developments within the unincorporated area of the LP land use category where sewer is available.

The LP land use category in the Comprehensive Plan is located inside the Urban Service Area, which is intended for urban services such as sewer. Development activities within the LP area are also regulated to protect the lake and its ecosystem. The LP category allows residential uses of one unit per two acres, with clustering options that vary by jurisdiction (City/County). Additionally, minor office and commercial uses are allowed in the unincorporated areas of the category only through the Planned Unit Development process. Other commercial and office uses, as well as industrial uses, are prohibited.

In the unincorporated areas of the category, clustering is allowed on 40% of a site at a net density of two units per acre on the developed portion of the property. The remaining 60% of the property must remain in natural open space. These developments currently must have a ½-acre minimum lot size as required by the Comprehensive Plan.

The ½-acre minimum lot requirement for cluster development in Lake Protection was included in the Comprehensive Plan to mitigate impacts of development that utilized septic tanks or other onsite treatment and disposal systems. This minimum lot size is also consistent with Florida state law limiting the minimum size of residential lots that utilize septic tanks. However, if central sewer service is available, the ½-acre minimum requirement is unnecessary. For those projects not having access to sewer, the ½-acre minimum lot requirement will still be in force for developments utilizing onsite septic tanks as required by Sanitary Sewer Sub-Element Policy 1.2.1 [SS].

Removal of the ½-acre lot size limit will provide greater flexibility in the layout of a new subdivision in those instances where environmental and other regulated and/or physical constraints exist, but it will not result in an increase in the number of currently allowed units for new developments. This additional flexibility in design and environmental protection may provide an increased incentive for developers to utilize this option, thereby saving additional lands from development while providing residential units within the Urban Services Area.

The Citizens Advisory Water Resources Committee reviewed the text amendment and recommended its approval.

The Public Hearing was duly advertised, consistent with the applicable provisions of the Florida Statutes (Attachment #2).

In addition to the Ordinance changes, staff is continuing to work on implementing additional comprehensive reforms to the LP future land use category. The comprehensive LP reform initiative will come back to the Board in February for review and direction. The larger LP reform initiative currently in progress will address the mechanics of the residential cluster development option, the establishment of five higher intensity/density nodes, outline applicable stormwater standards for residential cluster and nodal developments, and address nonconforming uses (primarily nonresidential) located outside of the proposed LP nodes.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code related to Lake Protection (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Article VI, Section 10-6.616, Zoning, of Chapter 10 of the Leon County Land Development Code.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Public Hearing Advertisement

ORDINANCE NO. 14-_____

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON
4 COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON
5 COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE;
6 AMENDING SECTION 10-6.616 RELATING TO THE LAKE PROTECTION ZONING
7 DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
8 AND PROVIDING AN EFFECTIVE DATE.

9
10 BE IT ORDAINED by the Board of County Commissioners of the County of Leon,
11 Florida, as follows, that:

12
13 SECTION 1. Section 10-6.616 of Chapter 10, Article VI, Division 6 of the Code of Laws of
14 Leon County, Florida, is hereby amended to read as follows:

15
16 **Sec. 10-6.616. Lake protection.**

17
18 (a) *Purpose and intent.* The purpose and intent of the lake protection district is for activities
19 in the area immediately adjacent to and affecting Lake Jackson while protecting that water body
20 and ecosystem. This district's location is based on the lake basin boundary so adjusted to include
21 contributing watersheds but to exclude existing, more intensely developed areas south of
22 Interstate 10. This district allows residential uses to a maximum density of one unit per two
23 acres. An option to cluster residential uses is allowed on 40% of the site at a net density of two
24 (2) units per acre on the developed portion of the property. The remaining 60% of the property
25 must remain in natural open space ~~or two units per acre if clustered on 40 percent of the~~
26 ~~property, yielding a gross density of 0.8 units per acre for the entire property, and leaving the~~
27 ~~remaining 60 percent of the property as undisturbed open space~~ in perpetuity. This cluster option
28 is intended to leave large areas of land undisturbed within the critically impacted area and be
29 designed to minimize non-point pollution from the site. Minor office and minor commercial uses
30 may be approved through review by the PUD process. Approval of the PUD by the Board of
31 County Commissioners shall be based upon findings that the proposed use is consistent with the
32 purpose and intent stated herein and the proposed development will comply with the provisions
33 of section 10-4.323(b)(3). All other commercial, office, and industrial uses are prohibited. Urban
34 services are intended for this category inside the urban service area. Existing nonresidential uses
35 within this district that meet all water quality standards set forth in the Comprehensive Plan and
36 the environmental regulations of the county will be considered permitted, lawfully established
37 conforming uses.

38
39 (b) *Allowable uses.* For the purpose of this article, the following land use types are allowable
40 in this zoning district and are controlled by the land use development standards of this article, the
41 Comprehensive Plan and schedules of permitted uses.

- 42
43 (1) Minor commercial, planned unit development approval required and runoff retained on-
44 site required.
45

- 1 (2) Minor office, planned unit development approval required and runoff retained on-site
 2 required.
 3
 4 (3) Low-density residential, runoff retained on-site required.
 5
 6 (4) Passive recreation, runoff retained on-site required.
 7
 8 (5) Active recreation, runoff retained on-site required.
 9
 10 (6) Community services.

11
 12 (c) *List of permitted uses.* Some of the uses on these schedules are itemized according to the
 13 Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable
 14 development and locational standards in the lake protection district are as follows:
 15

P = Permitted use R = Restricted use S = Special exception

Legend					
Ag	=	Agricultural	LR	=	Low-density residential
MO	=	Minor office	AR	=	Active recreation
MC	=	Minor commercial	CS	=	Community services

SIC Code	Name of Use	Development and Locational Standards					
		Ag	MO*	MC*	LR	AR	CS
	RESIDENTIAL						
	Dwelling, one-family				P		
	Dwelling, two-family				P		
	Dwelling, townhouse				R		
	Dwelling, mobile home				P		
	Mobile home park				S		
	AGRICULTURE, FORESTRY, AND FISHING						

01	Agricultural production—Crops	R					
02	Agricultural production—Livestock	R					
092	Fish hatcheries and preserves	S					
	TRANSPORTATION AND PUBLIC UTILITIES						
43	Postal service						S
	RETAIL TRADE						
581	Eating and drinking places			S			
591	Drugstores and proprietary stores			S			
592	Liquor stores			S			
5992	Florists			S			
5993	Tobacco stores and stands			S			
5994	News dealers and newsstands			S			
	FINANCE, INSURANCE, AND REAL ESTATE						
602	Commercial banks		S				
603	Savings institutions		S				
606	Credit unions		S				
611	Federal and federal sponsored credit		S				
614	Personal credit institutions		S				
616	Mortgage bankers and brokers		S				
62	Security and commodity brokers		S				
64	Insurance agents, brokers, and service		S				

65	Real estate		S				
654	Title abstract offices		S				
	SERVICES						
703	Camps and recreational vehicle parks					R	
721	Laundry, cleaning, and garment services			S			
7215	Coin-operated laundries and cleaning			S			
723	Beauty shops		S				
724	Barber shops		S				
725	Shoe repair and shoeshine parlors		S				
7311	Advertising agencies		S				
732	Credit reporting and collection		S				
7361	Employment agencies		S				
737	Computer and data processing services		S				
784	Video tape rental			S			
7997	Membership sports and recreation clubs		S			S	
801	Offices and clinics of medical doctors		S				
802	Offices and clinics of dentists		S				
804	Offices of other health practitioners		S				
807	Medical and dental laboratories		S				
808	Home health care services		S				
81	Legal services		S				
821	Elementary and secondary schools						S
823	Libraries—Less than 7500 sq. ft.		S	S			

823	Libraries—7500 sq. ft. or more						S
835	Day care services		S				
836	Residential care		S				
841	Museums and art galleries					S	
842	Botanical and zoological gardens					S	
864	Civic and social associations						S
866	Religious organizations						S
871	Engineering and architectural services		S				
872	Accounting, auditing, and bookkeeping		S				
873	Research and testing services		S				
874	Management and public relations		S				
	PUBLIC ADMINISTRATION						
91	Executive, legislative and general						S
922	Public order and safety						S
9221	Police protection						S
9224	Fire protection						S
	RECREATION						
	Hiking and nature trails					P	
	Picnicking					P	
	Canoe trails					P	
	Bicycle trails					P	
	Horseback riding trails					P	
	Tot lots					P	

	Court sports					R	
	Field sports					R	
	Boat landings					P	
	Archaeological historical sites					S	

* Minimum criteria for approval shall require a finding that the proposed uses would be consistent with the district intent; would not be likely to create significant detrimental environmental impacts; nor be likely to interfere with any lawfully established uses.

(d) The maximum allowable floor area in the lake protection district is as follows:

COMMERCIAL LAND USE TYPE		LAKE PROTECTION
MINOR		
	Total location	40,000
	Single site or quadrant	20,000
	Single structure	20,000

(e) The minimum development standards in the lake protection district are as follows:

		Low-Density Residential		Commercial Office		Community Services; Active Recreation; Public, Primary and Secondary Schools
		Noncluster	Cluster*	Noncluster	Cluster*	
MINIMUM SETBACKS (FEET)						
Front yard						
	Building	25	25*	30	25*	30
	Parking	—	—	40	40*	40
Corner yard						
	Building	25	25*	30	25*	30

	Parking	—	—	40	40*	40
Side yard						
	Building	15	15*	40	20*	40
	Parking	—	—	40	20*	40
Rear yard						
	Building	25	25*	50	30*	50
	Parking	—	—	40	10*	40
Adjoining lower intensity zoning district						
	Building	—	—	50	50*	—
	Parking	—	—	50	50*	—
Maximum % impervious surface area		30	25**	40	25**	40
Maximum height at building envelope perimeter		—	35	35	35	35
Maximum additional height/additional zoning setback		1'1'	—	1'1'	1'1'	1'1'
Maximum total height		35	35	45	45	45***
Minimum lot frontage		15	15	40	40	—
Minimum lot area		2.0	1.0 — ****	2.0	1.0	—

- 1 * This number applies to the perimeter setback only.
2
3 ** Maximum percent impervious area of developable portion of site.
4
5 *** This height applies to habitable portion of a structure.
6

1 **** If central sanitary sewer is not available, lot sizes shall be at a minimum one-half (0.5)
2 acre of contiguous buildable area.
3

4 (f) *Development standards.* All proposed development shall meet the commercial site
5 location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking
6 and loading requirements (Subdivision 3 of Division 5 of Article VII).
7

8 (g) *Specific restrictions.* If uses are restricted according to the schedule of permitted uses,
9 they are not allowed unless they follow the general development guidelines for restricted uses as
10 provided in this division. Specific restricted uses are addressed below.
11

- 12 (1) Nonresidential uses allowed only upon approval of a site and development plan
13 by the Board of County Commissioners.
14

15 (h) *Vested developments.* Any development meeting the requirements of Footnote 1 of
16 the Lake Protection Future Land Use Category in the 2010 Tallahassee-Leon County
17 Comprehensive Plan shall be vested as provided therein.
18

19 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
20 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
21 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
22 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
23 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.
24

25 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase, or portion of
26 this article is for any reason held invalid or unconstitutional by any court of competent
27 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and
28 such holding shall not affect the validity of the remaining portions of this Ordinance.
29

30 **SECTION 4.** Effective date. This ordinance shall be effective according to law.

1
2 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
3 County, Florida, this ____ day of _____, 2014.
4

5
6 LEON COUNTY, FLORIDA
7

8
9 BY: _____
10 KRISTIN DOZIER, CHAIRMAN
11 BOARD OF COUNTY COMMISSIONERS
12

13 ATTEST:
14 BOB INZER, CLERK OF THE COURT
15 AND COMPTROLLER
16

17
18 BY: _____
19

20
21 APPROVED AS TO FORM:
22 LEON COUNTY ATTORNEY'S OFFICE
23

24
25 BY: _____
26 HERBERT W.A. THIELE, ESQ.
27 COUNTY ATTORNEY

NOTICE

Notice is hereby given that the Leon County Board of County Commissioners will conduct the first and only public hearing on Tuesday, December 9, 2014 at 6:00 P.M., at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled:

ORDINANCE NO. 14- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-6.616, REVISING LAKE PROTECTION ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Speakers are requested to limit their comments to 3 minutes.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

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. For further information pertaining to this ordinance, contact the Tallahassee-Leon County Planning Department, 3rd Floor, Renaissance Building, 435 N. Macomb Street, Tallahassee, FL 32301; Phone 850-891-6400. Copies of said Ordinance may be inspected in the Planning Department.

Planning Commission or take exception to any findings of fact with respect to any matter considered at the hearing referred to above, you may need to ensure that a verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is to be based.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least three (3) working days prior to the hearing. The Department's phone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is 1-800-955-8771.

**Leon County
Board of County Commissioners**

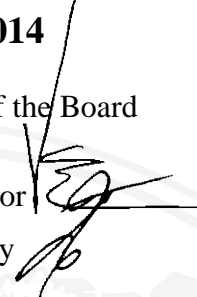

Notes for Agenda Item #31

Leon County Board of County Commissioners

Cover Sheet for Agenda #31

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 
Herbert W.A. Thiele, County Attorney 

Title: First and Only Public Hearing to Consider the Public Benefits and Enter into a Public-Private Cooperation Agreement for the Construction of the Bannerman Road Phase 1 B Widening Project

County Administrator Review and Approval	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works & Community Development
Lead Staff/ Project Team:	Laura M. Youmans, Assistant County Attorney Kathy Burke, P.E., Director of Engineering Services

Fiscal Impact:

This item has a fiscal impact. The Board has appropriated funding for this section of the Bannerman Road Widening Project from significant benefit funds, gas tax, and the remaining balance of the Bannerman PD & E appropriation. Costs associated with the proposed Phase 1B Widening are available in the project budget.

Staff Recommendation:

Option #1: Conduct the First and Only Public Hearing to adopt Resolution Finding Public Benefits (Attachment #1), and enter into a Public-Private Cooperation Agreement for the Construction of Phase 1B of the Bannerman Road (Attachment #2).

Report and Discussion

Background:

Effective February 5, 2014, after holding two public hearings, Leon County entered into a Development Agreement with the owners of the property on the north and south sides of Bannerman Road, west of its intersection with Thomasville Road (“Developer”). The purpose of the Development Agreement was to serve as a comprehensive framework for the development of the property by enumerating the property’s development entitlements and the responsibilities of the Developer. To improve the development pattern envisioned by the Developer, the County agreed to convey the present site of the Bradfordville School House to the Developer in consideration of the proposed enhancements to a passive park to be constructed on the northern parcel. The County also agreed to construct a roundabout at Kinhega Drive and the Beech Ridge Trail Extension.

In consideration for the entitlements agreed to in the Development Agreement, the Developer agreed to do the following:

- Donate 17.8-acres for use as a passive park, community center, and regional stormwater facility.
- Move the Bradfordville School House, currently serving as a community center, and donate additional land for the relocation of the schoolhouse to the proposed passive park.
- Design, permit, and construct the Beech Ridge Trail Extension.
- Contribute \$100,000.00 towards construction of a roundabout at Beech Ridge Trail and Kinhega Drive.
- Redesign and permit the relocation of the intersection of Beech Ridge Trail Extension and Bannerman Road to allow for better traffic mobility.
- Donate right-of-way along the north and south sides of Bannerman Road, valued at \$900,000 to accommodate the widening of Bannerman Road, a multi-use trail, and associated stormwater.
- Construct of a turn lane at Quail Commons Drive.

In the Development Agreement, the County agreed to consider coordinating the project proposed for widening Bannerman Road with the Developer’s construction of roadways to support their development. To date, the County has taken significant steps towards the proposed widening of Bannerman Road. Actions include authorizing the project design and engineering for the Bannerman Corridor Study, convening the Bannerman Corridor Study Citizens Advisory Committee to make recommendations to the Board regarding preferred alternatives for the widening, accepting Preliminary Engineering Report and Corridor Study and approving the recommended preferred alternative for use in 30% design, and allocating concurrency payments towards the project.

On December 10, 2013, during the Board's first public hearing on the Development Agreement, the Board directed staff and the Developer to investigate construction of a roundabout at the intersection of Bannerman Road and Beech Ridge Trail instead of the proposed signalized intersection. The Board reiterated support for the roundabout alternative during the second public hearing on the Development Agreement held on January 21, 2014. Staff and the Developer identified additional efficiencies that could be gained by constructing the roundabout in coordination with construction of the Developer's project, including the ability to construct a bypass road to allow continuous traffic movement on Bannerman Road throughout construction.

On July 8, 2014, the Board approved the first Public-Private Cooperation Agreement between the County and the Developer, authorizing the use funds programmed for the Bannerman Road widening project to complete the roundabout and the portion of the widening project associated with the area covered by the roundabout. The Agreement also established the responsibilities of the parties for the activities necessary to ascertain the possible benefit of a subsequent public-private partnership for the construction of the Phase 1 Bannerman Widening Project. Construction of the by-pass road and roundabout at the intersection of Bannerman Road and Beech Ridge Trail was initiated in August of 2014 and was opened to traffic on November 5, 2014.

The first Public-Private Cooperation Agreement authorized the development of 60% plans for an interim improvement that would widen Bannerman Road to four lanes beginning at the new roundabout and terminating 900 feet west of Quail Common Drive. The proposed widening will address community concerns regarding existing congestion on Bannerman due to commercial activity. The ability to construct the widening project in partnership with the Developer will eliminate the need for right of way acquisition by providing land in the Bannerman Crossing site for the stormwater ponds necessary to treat the widened roadway to Bradfordville Standards.

On January 21, 2014, the Board authorized the appropriation of significant benefit funds towards the widening of Bannerman Road. The significant benefit dollars, plus funds currently available in the Bannerman PD&E Corridor Study Capital Project, would provide sufficient funding to start the Phase 1 Bannerman Widening Project. With the allocation of gas tax revenue in the 2015 FY budget, this project is fully funded.

Analysis:

As part of the proposed partnership, the Developer has agreed to donate several acres of property to accommodate stormwater treatment for the roadway widening. The property donated will be sufficient to meet the Bradfordville stormwater standards. The proposed donation will eliminate the time and expense that would be otherwise associated with acquiring right-of-way from property owners on the north side of the road, including a homeowners' association and several single family dwellings.

Constructing the Bannerman Road Phase 1B widening project in coordination with the Developer would also enable the County to use the Developer's construction management personnel and infrastructure, resulting in efficiencies of scale and time savings. Significant time savings should result from enabling construction to start immediately after issuance of all permits. This expedited time frame will allow most of the construction to occur during the summer months, when traffic flow is traditionally lower. Additionally, the costs to construct the Bannerman Road Phase 1 B Widening Project through this proposed public-private cooperation agreement is estimated to result in costs saving of between 12.5% and 20% compared to construction through the normal procurement process.

During the 2013 legislative session, the Florida Legislature adopted section 336.71, Fla. Stat. (2013), entitled "Public-private cooperation in construction of county roads." This legislation authorizes the use of public-private partnerships for purposes of county road projects, and permits counties to receive or solicit proposals and enter into agreements with private entities to construct, extend, or improve a county road. This provision was part of a larger bill adopted to create an alternative procurement process and requirements for public-private partnerships to facilitate the construction of public-purpose projects (Florida Staff Analysis, H.B. 85, 5/14/2013).

To enter into a public-private partnership to construct a county facility, the statute requires that the Board hold a public hearing to determine whether the proposed partnership is in the best interest of the public. To enter into public-private cooperation agreement, the Board must determine that:

- County funds will only be used for those portions of the project that will be part of the county road system;
- The agreement has adequate safeguards to ensure that additional costs or unreasonable service disruptions are not realized by the traveling public and citizens of the state;
- The partnership would result in a financial benefit to the public by completing the subject project at a cost to the public significantly lower than if the project were constructed by the county using the normal procurement process.

A professional engineer's cost estimate, created pursuant to Section 336.71 Fla. Stat., has been made available to the public at least 14 days prior to this public hearing and this hearing has been duly noticed (Attachment #3).

The Public Private Cooperation Agreement (Attachment #2) contains the standard language that the developer fulfills the County's Good Faith Effort in relationship to Women and Minority-Owned Business participation targets.

Options:

1. Conduct the First and Only Public Hearing and adopt a Resolution Finding Public Benefits (Attachment #1), and approve the Public-Private Cooperation Agreement for the construction the Bannerman Road Phase 1B Widening Project (Attachment #2).
2. Conduct the First and Only Public Hearing and do not adopt a Resolution finding Public Benefits and do not approve the Public-Private Cooperation Agreement for the construction of the Bannerman Road Phase 1B Widening Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Resolution
2. Proposed Public Private Cooperation Agreement
3. Public Notice

RESOLUTION: 14-_____

RESOLUTION FINDING PUBLIC BENEFITS DERIVED FROM WIDENING BANNERMAN ROAD USING THE PUBLIC-PRIVATE COOPERATION PROCESS ESTABLISHED IN SEC. 336.71, FLORIDA STATUTES

WHEREAS, pursuant to Florida Statutes Sections 163.3220-163.3243 and the Leon County Code of Laws, the Board of County Commissioners entered into a Development Agreement related to development of a mixed-use project on property on the north and south sides of Bannerman Road; the Development agreement was approved by County Commission after public hearings held on December 10, 2013 and January 21, 2014; and,

WHEREAS, pursuant to the Development Agreement, the Developer will contribute public facilities to Leon County, including transportation facilities, drainage facilities, and parks and recreation facilities that, upon completion, will be dedicated to the County; and,

WHEREAS, the County has taken significant steps towards the widening of Bannerman Road including authorizing the project design and engineering for the Bannerman Corridor Study on March 19, 2009; convening the Bannerman Corridor Study Citizens Advisory Committee to make recommendations to the Board regarding preferred alternatives for the widening; accepting Preliminary Engineering Report and Corridor Study and approving the recommended preferred alternative for use in 30% design; and allocating concurrency payments towards the project; and,

WHEREAS, the Board of County Commissioners has allocated sufficient funding for the Phase 1 Bannerman Widening project, which would four-lane Bannerman Road

from Thomasville Road to 900 feet west of Quail Commons Road and include construction of a roundabout at Bannerman Road and Beech Ridge Trail; and

WHEREAS, the Board of County Commissioners determined that construction of a dual-lane roundabout at the intersection of Bannerman Road and Beech Ridge Trail would improve the functionality that intersection and also improve traffic flow through the intersection of Bannerman Road and Thomasville Road; and,

WHEREAS, on July 15, 2014, the County and Summit Holdings VII entered into a Public-Private Cooperation Agreement for the construction of the by-pass road and roundabout at the intersection of Bannerman Road and Beech Ridge Trail, which was initiated on or about August 5, 2014 and was opened to traffic on November 5, 2014; and,

WHEREAS, the Board of County Commissioners has allocated sufficient funding to continue construction of the widening project from the roundabout to 900 feet west of Quail Commons Drive; and,

WHEREAS, SHVII has agreed to donate several acres of property to accommodate stormwater treatment sufficient to meet the Bradfordville stormwater standards; and,

WHEREAS, the proposed donation will eliminate the time and expense that would be otherwise associated with acquiring right-of-way from property owners on the north side of the road, including a homeowners' association and several single family dwellings; and,

WHEREAS, constructing the Bannerman Road Phase 1B widening project in coordination with the Developer would enable the County to use the Developer's

construction management personnel and infrastructure, resulting in efficiencies of scale and time savings; and,

WHEREAS, constructing the Bannerman Road Phase 1 B Widening Project through public-private cooperation is estimated to result in costs saving of between 12.5% and 20% compared to construction through the normal procurement process (Attachment # 1).

WHEREAS, Sec. 336.71, Fla. Stats. (2014) authorizes the County to enter into an agreement with a private entity, to expend public funds to construct, extend, or improve a county road or portion thereof, if the County conducts a noticed public hearing and finds that the proposed county road construction project will provide adequate safeguards to the public and will result in a cost to the public significantly lower than if constructed through the normal procurement process.

WHEREAS, this Resolution was adopted by the Board of County Commissioner on December 9, 2014 after a duly noticed public hearing (Attachment #2).

WHEREAS, all attachments are hereby incorporated by reference as if explicitly set out herein.

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

1. Construction the Bannerman Road Phase 1B Widening Project using a public-private cooperation agreement is in the best interest of the public.
2. County funds shall be expended solely for costs related to the Bannerman Road Phase 1B Widening Project.

3. The Public Private Cooperation Agreement entered into by and between the County and the Developer provide sufficient safeguards to ensure that additional costs or unreasonable service disruptions are not realized by the traveling public and citizens of the state;
4. Upon completion, the Bannerman Road will become part of the County road system owned by the County.
5. The Bannerman Road Phase 1B Widening Project will result in a financial benefit to the public by completing the subject project at a cost to the public significantly lower than if the project were constructed by the County using the normal procurement process.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 9th day of December, 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:
Leon County Attorney's Office

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

Cost Comparison

Bid Items and prices by M Inc.

County Comparison with FDOT Pricing

GENERAL CONDITIONS					FDOT Unit Prices	FDOT Bid Prices
MOBILIZATION	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
LAYOUT	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
TESTING	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
ASBUILTS	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
GENERAL CONDITIONS SUBTOTAL				\$ 152,500.00	\$ 152,500.00	\$ 152,500.00

MAINTENANCE OF TRAFFIC						
VARIABLE MESSAGE BOARDS	ED	540	\$ 15.00	\$ 8,100.00	\$	740.47/day x 270 days=199,800
OFF DUTY LAW ENFORCEMENT	HRS	160	\$ 45.00	\$ 7,200.00	\$	Use average per day district 3 average
LOW PROFILE BARRIER WALL (FURNISH AND INSTALL)	LF	0	\$ 20.00	\$ -	\$	-
LOW PROFILE BARRIER WALL (RELOCATE)	LF	0	\$ 5.00	\$ -	\$	statewide 665.33X270=179,369.10
6" TEMPORARY DOUBLE YELLOW	LF	3,500	\$ 0.90	\$ 3,150.00	\$	Use statewide - because its more conservative
6" TEMPORARY WHITE STRIPE	LF	2,000	\$ 0.45	\$ 900.00	\$	-
WORK SIGNS/TYPE 3 BARRICADES/BARRELS	LS	1	\$ 15,129.50	\$ 15,129.50	\$	-
FLAGGERS/LANE CLOSURES/ARROW BOARDS	LS	1	\$ 36,000.00	\$ 36,000.00	\$	-
MAINTENANCE OF TRAFFIC TOTAL				\$ 70,479.50	\$	179,369.10

CLEARING AND DEMOLITION						
CLEARING	AC	3.62	\$ 5,500.00	\$ 19,910.00	\$ 8,119.00	\$ 29,390.78 district 3 ave
STRIPING REMOVAL	LS	1.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	no FDOT price
CURB REMOVAL	LF	920.00	\$ 3.16	\$ 2,907.20	\$ 3.16	\$ 2,907.20 no specific FDOT price
SIDEWALK REMOVAL	SY	509.00	\$ 1.88	\$ 956.92	\$ 20.00	\$ 10,180.00 0110 4 1 state sidewalk removal
ASPHALT REMOVAL	SY	1,700.00	\$ 6.50	\$ 11,050.00	\$ 16.09	\$ 27,353.00 pavement removal
STORM PIPE REMOVAL	LF	132.00	\$ 10.00	\$ 1,320.00	\$ 10.00	\$ 1,320.00
STORM INLET REMOVAL	EA	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
HEADWALL REMOVAL	EA	5.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
SIGN REMOVAL	EA	1.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
IRON GRATES REMOVAL	EA	2.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
COLUMN REMOVAL	EA	4.00	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00
PLUG 18" STORM PIPE	LF	1.00	\$ 500.00	\$ 500.00	\$ 175.00	\$ 175.00 utility pipe plug and cap
CLEARING SUBTOTAL				\$ 52,844.12	\$	87,525.98

ROADWAY EARTHWORK						
CUT/FILL ONSITE	CY	2,250	\$ 6.00	\$ 13,500.00	\$ 8.62	\$ 19,395.00 reg excavation 0120 1 district 3
OFF SITE BORROW	CY	6,203	\$ 16.25	\$ 100,798.75	\$ 11.76	\$ 72,947.28 truck measure district 3
ROADWAY EARTHWORK SUBTOTAL				\$ 114,298.75	\$	92,342.28

POND EARTHWORK						
CUT/FILL ONSITE	CY	7,944	\$ 5.00	\$ 39,720.00	\$ 8.62	\$ 68,477.28
HAUL OFF	CY	4,938	\$ 14.00	\$ 69,132.00	\$ 11.29	\$ 55,750.02 borow excavation
CLEARING	AC	3.85	\$ 5,500.00	\$ 21,175.00	\$ 8,119.87	\$ 31,261.50 0110 1 1 district 3
POND SOD	SY	14,697	\$ 3.00	\$ 44,091.00	\$ 2.64	\$ 38,800.08
GEOGRID	SY	1,458	\$ 5.50	\$ 8,019.00	\$ 5.50	\$ 8,019.00 0145 71 state reinforcement grid
CURLEX ENFORCER HD BLANKET	SY	217	\$ 5.25	\$ 1,139.25	\$ 3.68	\$ 798.56 reinforcement 3.68
RIP RAP	TNS	33	\$ 100.00	\$ 3,300.00	\$ 75.52	\$ 2,492.16 rubble bank and shore - we use graniter
POND EARTHWORK SUBTOTAL				\$ 186,576.25	\$	205,598.60

ENVIRONMENTAL CONTROLS						
CONSTRUCTION ENTRANCE	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,172.00	\$ 6,344.00 0104 15 105 15
DUST CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00 no comparison
HEAVY DUTY SILT FENCE	LF	2,676	\$ 3.86	\$ 10,329.36	\$ 3.88	\$ 10,382.88 0104 12- statewide - lower district is 5
INLET PROTECTION TYPE A	EA	8	\$ 100.00	\$ 800.00	\$ 91.92	\$ 735.36 0104 18 105 18
INLET PROTECTION TYPE B	EA	8	\$ 150.00	\$ 1,200.00	\$ 91.92	\$ 735.36
HAYBALES	EA	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00 No comparison but OK price based on our bids
TREE PROTECTION	EA	2,219	\$ 5.00	\$ 11,095.00	\$ 5.00	\$ 11,095.00 No comparison but good price based on our bids
ROADWAY SOD	SY	7,712	\$ 3.00	\$ 23,136.00	\$ 2.64	\$ 20,359.68
ENVIRONMENTAL CONTROLS SUBTOTAL				\$ 58,060.36	\$	53,152.28

BASE AND PAVING						
1" ASPHALT MILLING	SY	2,069	\$ 2.00	\$ 4,138.00	\$ 1.76	\$ 3,641.44 statewide
1" RESURFACE	SY	2,069	\$ 7.50	\$ 15,517.50	\$ 5.04	\$ 10,427.76
SPOT MILLING FOR OVERBUILD	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00 not enough info for comparison not enough info for comparison
OVERBUILD ASPHALT	TNS	902	\$ 135.00	\$ 121,770.00	\$ 142.44	\$ 128,480.88 0339 1 misc asphalt
STRUCTURAL ASPHALT SP 12.5: 1.5"	SY	7,264	\$ 11.55	\$ 83,899.20	\$ 7.55	\$ 54,843.20 traffic b
FINAL LIFT ASPHALT SP 9.5: 1"	SY	7,264	\$ 7.50	\$ 54,480.00	\$ 5.05	\$ 36,683.20
TACK COAT	SY	12,426	\$ 1.00	\$ 12,426.00	\$ 1.00	\$ 12,426.00
SHOULDER PAVING 1"	SY	495	\$ 7.70	\$ 3,811.50	\$ 5.05	\$ 2,499.75
LIMEROCK BASE 8"	SY	7,323	\$ 13.20	\$ 96,663.60	\$ 12.99	\$ 95,125.77 optional base 6 0285702-district 3 state ave is 14.57

ATTACHMENT #1

Attachment #1
Page 5 of 7

LIMEROCK BASE SHOULDER: 4"	SY	495	\$ 6.60	\$ 3,267.00	\$	9.65	\$	4,776.75	optional base group 1-	0285701- district 3
STABILIZED SUBGRADE (INCLUDES SHOULDER)	SY	9,432	\$ 2.75	\$ 25,938.00	\$	9.35	\$	88,189.20	0160 4 district 3	
BASE AND PAVING SUBTOTAL				\$ 431,910.80	\$		\$	447,093.95		

CONCRETE										
DITCH PAVING	SY	270	\$ 32.00	\$ 8,640.00	\$	57.25	\$	15,457.50	0524 1 1	525 1 1
CONCRETE TRAFFIC SEPERATOR	SY	102	\$ 70.00	\$ 7,140.00	\$	67.32	\$	6,866.64		assume 6 ft wide
MULTI-USE PATH- 4"	SY	1,296	\$ 34.00	\$ 44,064.00	\$	50.75	\$	65,772.00	0522 1 - 4	523 1 - 4
SIDEWALK- 4"	SY	702	\$ 34.00	\$ 23,868.00	\$	50.75	\$	35,626.50		
TYPE E CURB	LF	3,237	\$ 13.00	\$ 42,081.00	\$	26.64	\$	86,233.68	0520 1 7	521 1 7
TYPE F CURB	LF	594	\$ 13.50	\$ 8,019.00	\$	24.13	\$	14,333.22	0520 1 10	521 1 10
CONCRETE SUBTOTAL				\$ 133,812.00	\$		\$	224,289.54		

DRAINAGE										
TYPE C INLET < 10'	EA	6	\$ 2,700.00	\$ 16,200.00	\$	2,665.00	\$	15,990.00	0425 1521	426 1521
TYPE C INLET > 10'	EA	1	\$ 3,400.00	\$ 3,400.00	\$	4,175.00	\$	4,175.00	0425 1521 state	
TYPE J INLET < 10'	EA	1	\$ 4,200.00	\$ 4,200.00	\$	6,706.08	\$	6,706.08	0425 1543 -state	
P-1 INLET < 10'	EA	5	\$ 4,500.00	\$ 22,500.00	\$	5,055.08	\$	25,275.40	0425 1311- district 3	
OUTFALL STRUCTURE < 10'	EA	1	\$ 8,000.00	\$ 8,000.00	\$	5,055.00	\$	5,055.00	0425 1311	426 1311
24" MES	EA	2	\$ 1,500.00	\$ 3,000.00	\$	1,139.00	\$	2,278.00		430982129 430982130
18" RCP	LF	1,838	\$ 50.00	\$ 91,900.00	\$	48.60	\$	89,326.80	430175118- state	
24" RCP	LF	115	\$ 60.00	\$ 6,900.00	\$	56.05	\$	6,445.75	430175124-state	
SELECT BACKFILL FOR STORM SYSTEM	CY	2,850	\$ 15.00	\$ 42,750.00	\$	35.63	\$	101,545.5	0125 1 excavation for structures	
DRAINAGE SUBTOTAL				\$ 198,850.00	\$		\$	256,797.53		

UTILITIES										
ADJUST GAS VALVE	EA	3	\$ 1,000.00	\$ 3,000.00	\$	1,380.82	\$	4,142.46	adj valve - state	
ADJUST ARV	EA	3	\$ 1,000.00	\$ 3,000.00	\$	1,380.82	\$	4,142.46		
UTILITIES SUBTOTAL				\$ 6,000.00	\$		\$	8,284.92		

STRIPING AND SIGNAGE										
6" WHITE STRIPE	LF	5633	\$ 1.60	\$ 9,012.80	\$	0.86	\$	4,844.38	statewide miles	
6" WHITE STRIPE 10-30 SKIP	LF	2502	\$ 1.60	\$ 4,003.20	\$	0.86	\$	2,151.72		
6" YELLOW STRIPE	LF	5238	\$ 1.60	\$ 8,380.80	\$	0.82	\$	4,295.16		
12" WHITE STRIPE	LF	70	\$ 2.91	\$ 203.70	\$	5.53	\$	387.10	0711 11123	
24" WHITE STRIPE	LF	28	\$ 5.55	\$ 155.40	\$	3.91	\$	109.48	0711 11124 41 state	
18" WHITE STRIPE	LF	290	\$ 2.72	\$ 788.80	\$	2.92	\$	846.8	0711 11125	
18" YELLOW STRIPE	LF	237	\$ 2.72	\$ 644.64	\$	2.99	\$	708.63	0711 11224 - state	
PAVEMENT MESSAGE	EA	3	\$ 250.00	\$ 750.00	\$	188.15	\$	564.45	0711 11160	712 11160
LEFT ARROW	EA	6	\$ 250.00	\$ 1,500.00	\$	84.49	\$	506.94	0711 11170	712 11170
RIGHT ARROW	EA	3	\$ 250.00	\$ 750.00	\$	84.49	\$	253.47		
R01-01R SIGN (STOP SIGN)	EA	2	\$ 400.00	\$ 800.00	\$	361.29	\$	722.58	sign panel 12-20 SF	
W6-1 (APPROACHING MEDIAN SIGN)	EA	1	\$ 400.00	\$ 400.00	\$	195.27	\$	195.27	sign panel up to 12 SF	
W6-2 (LEAVING MEDIAN SIGN)	EA	2	\$ 400.00	\$ 800.00	\$	195.27	\$	390.54		
W04-02L (MERGE RIGHT SIGN)	EA	2	\$ 400.00	\$ 800.00	\$	195.27	\$	390.54		
R02-05A (REDUCED SPEED AHEAD SIGN)	EA	1	\$ 400.00	\$ 400.00	\$	195.27	\$	195.27		
RELOCATE SIGN	EA	5	\$ 250.00	\$ 1,250.00	\$	107.55	\$	537.75	assume up to 12 sf relocate 07003501	
STRIPING AND SIGNAGE SUBTOTAL				\$ 30,639.34	\$		\$	17,100.08		Difference

- NOTES:
1. PROPOSAL BASED OFF MOOREBASS 60% PLANS DATED 10.17.14 AND DANTIN CONSULTING PLANS DATED 10.24.14
 2. PROPOSAL BASED OFF UNDERSTANDING THAT QUANTITIES ARE LIKELY TO CHANGE BETWEEN 60% PLANS AND FINAL CONSTRUCTION PLANS.
 3. CONTRACTOR WILL BE GIVEN OPPORTUNITY TO PERFORM TAKEOFF OF QUANTITIES AND WORK ITEMS AND ADJUST PROPOSAL FOR CHANGES THAT OCCURRED BETWEEN 60% PLANS AND FINAL CONSTRUCTION PLANS
 4. PERMIT FEES AND DESIGN FEES ARE NOT INCLUDED AS PART OF THIS PROPOSAL.
 5. BITUMINOUS ADJUSTMENT WILL BE MADE IN ACCORDANCE WITH FDOT PROCEDURES FROM THE DATE OF NOVEMBER 2014.
 6. UTILITY POLES TO BE RELOCATED BY OTHERS.
 7. TELEPHONE PEDESTALS TO BE RELOCATED BY OTHERS.
 8. FIBER OPTIC BOXES TO BE RELOCATED BY OTHERS.
 9. AN ESTIMATED QUANTITY OF SOD HAS BEEN INCLUDED IN THIS PROPOSAL. NO IRRIGATION OR LANDSCAPING HAS BEEN INCLUDED.
 10. NO UTILITY CROSSINGS AND/OR SLEEVING HAS BEEN INCLUDED IN THIS PROPOSAL
 11. NO GEOTECHNICAL REPORTS HAVE BEEN PROVIDED. PROPOSAL ASSUMES ABILITY TO USE ONSITE MATERIAL.

County Notes
 FDOT prices District 3 and statewide prices 10/01/2013 - 9/30/2014
 Assumptions where bid items do not match tried to use the closest measure of comparable effort
 If not comparable measure used to contractor price.
 MOT is impossible to compare without details- therefore use average statewide daily rates as this was lower/more conservative than the District 3 rate
 Mobilization is 5-6% which is industry norm
 If take MOT as same difference is 12.5% instead of 20% lower -

Tallahassee Democrat
11/21/2014 E: Classifieds

LEGAL NOTICES

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 9, 2014, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider accepting a proposal from Summit Holdings VIII, a Florida Limited Liability Corporation, to enter into a Public-Private Cooperation Agreement for widening Bannerman Road from the roundabout to 500 feet west of Quail Common Drive from two lanes to four lanes (the "Project").

The purpose for the public hearing is to consider whether it is in the public's best interest for the County to accept the proposal and enter into the Public-Private Cooperation Agreement with Summit Holdings VIII for construction of the Project. The estimated cost of the Project has been determined by a professional engineer to be \$1.93 million.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of the professional engineer's cost estimate for the Project may be inspected at the following location during regular business hours:

Leon County Attorney's Office
Leon County Courthouse, 2nd Floor
Room 202
Tallahassee, Florida 32301
Telephone: (850) 606-2500

NOVEMBER 21, 2014

9219161

**PUBLIC-PRIVATE COOPERATION AGREEMENT FOR
BANNERMAN ROAD PHASE 1B WIDENING**

THIS AGREEMENT for the Construction of the Bannerman Road Phase 1B Widening Project ("Agreement") is hereby entered into by LEON COUNTY, a charter county and a political subdivision of the State of Florida ("County"), and Summit Holdings VIII, a Florida Limited Liability Corporation ("SHVIII")

WHEREAS, pursuant to Florida Statutes Sections 163.3220-163.3243 and the Leon County Code of Laws, the Owners and Developers of the project have entered into a Development Agreement which was approved by County Commission after public hearings held on December 10, 2013 and January 21, 2014; and,

WHEREAS, the Developer conducted a traffic analysis at its expense and the analysis, performed by Dantin Consulting, LLC, dated March 17, 2014, determined that construction of a dual-lane roundabout was a preferred design alternative to the proposed signalized intersection; and,

WHEREAS, SHVIII and the County determined that constructing a by-pass road over property adjacent to the southern right-of-way Bannerman Road, would reduce construction time, result in cost savings, and improve the overall safety of the project during and after the construction.

WHEREAS, in consideration of these benefits, SHVIII agreed to permit, design, and construct the Bannerman Roundabout, and associated by-pass road and, in consideration of the County's expressed desire for the intersection to be constructed with a roundabout, the County agreed to fund the construction of the Bannerman Roundabout and associated by-pass road; and,

WHEREAS, pursuant to the Development Agreement, the Developer will contribute public facilities to Leon County, including transportation facilities, drainage facilities, and parks and recreation facilities that, upon completion, will be dedicated to the County; and,

WHEREAS, the County has taken significant steps towards the widening of Bannerman Road including authorizing the project design and engineering for the Bannerman Corridor Study on March 19, 2009; convening the Bannerman Corridor Study Citizens Advisory Committee to make recommendations to the Board regarding preferred alternatives for the widening; accepting Preliminary Engineering Report and Corridor Study and approving the recommended preferred alternative for use in 30% design; and allocating concurrency payments towards the project;

WHEREAS, the Board of County Commissioners has allocated sufficient funding to four lane Bannerman Road from Thomasville Road to 900 feet west of Quail Commons Road hereafter referred to as Phase 1; and

WHEREAS, pursuant to the Development Agreement, the County determined that the County's costs of construction of Phase I of the Bannerman Road Widening Project would be reduced by entering into a partnership with the Developer; and,

WHEREAS, any public-private partnership for the construction of a county facility must be supported by a professional engineer's cost estimate that the partnership will result in a financial benefit to the public by completing the subject project at a cost to the public significantly lower than if the project were constructed by the county using the normal procurement process; and,

WHEREAS, it is anticipated that the County will see significant savings by taking advantage of the Developer's current construction to reduce or eliminate County right-of-way costs for stormwater attenuation for the Phase 1; reduce the inconvenience to the driving public by constructing the Bannerman Road Widening Project simultaneously with the Developer's road improvements; and benefit from economies of scale resulting from aggregating the projects; and,

WHEREAS, the 60% Roadway Designs necessary to determine whether the proposed partnership will result in significant cost savings have been completed;

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 in this regard.

NOW, THEREFORE, for and in consideration of the forgoing recitals, the sum of ten dollars (\$10.00) each to the other paid, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which being acknowledged, the Parties do hereby covenant and agree as follows:

1. SCOPE OF SERVICES

- a. SHVIII hereby agrees to provide to the County oversight and management services related to the acquisition of permits, maintenance of traffic, and construction and demolition and construction of the Bannerman Road Phase 1B Widening Project, (hereinafter "County Project") in accordance with approved design and construction documents.
- b. Leon County agrees to fund the full cost of construction of the Bannerman Road Phase 1B Widening Project, including Maintenance of Traffic costs, as detailed in Exhibit A, Bannerman Road Widening Phase 1B Cost Estimate.

The scope of services does not require SHVIII to responsibility, whether financial or administrative, for the relocation of the City of Tallahassee's utility infrastructure associated with the County road project.

2. CONTRACT SUM

\$1,923,554.08

3. PROJECT SCHEDULE

- a. Initial Project Schedule. SHVIII and the County have developed a Project Schedule, Exhibit B, attached hereto and incorporated herein. The schedule indicates in detail all of the tasks and related subtasks (including, but not limited to, the plans and specifications, equipment delivery, installation, testing, construction, etc.) to be performed by SHVIII under this Agreement, the dates said tasks and subtasks shall be completed, and the final completion date for the Project.
- b. Updated Project Schedule. The Project Schedule shall be updated and submitted to the Project Manager by SHVIII with each request for payment. The updated Project Schedule shall include the actual and projected completion dates of each of the tasks and subtasks identified in the Project Schedule.

4. APPROVAL OF DOCUMENTS AND SPECIFICATIONS

- a. Prior to initiating construction, SHVIII shall submit for approval by the County all engineering or design documents and specifications, not later than the date for submittal set forth in Exhibit B, Project Schedule.
- b. Notwithstanding any other provision of this Agreement, approval by the County of any engineering or design documents and specifications, any other similar submittal, or any part thereof, shall not relieve SHVIII of the responsibility to meet all of the requirements for the Project as set forth in this Agreement, and to correct any errors or omissions in said documents or specifications and associated performance under this Agreement. SHVIII shall have no claim for additional costs resulting from any such corrections or performance or for any delays in performance arising or resulting from such correction or performance. The Parties, by mutual agreement, may extend the Project Schedule by the number of days of any such delay if such delay will not cause work being performed by the County to be delayed.

5. PAYMENTS

- a. The County shall make such payments upon submission and approval of an invoice for services in accordance with the Florida Prompt Payment Act, Section 255.072-255.078, Florida Statutes (2013). Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy shall be the sole procedure governing any payment

dispute. The performance of the 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.

- b. SHVIII shall pay subcontractors, sub-sub-contractors, materialmen, and suppliers as provided by the contract terms and subject to the provisions of Section 255.072, Florida Statutes (2013).

6. NOTICE

- a. SHVIII hereby designates the following individual to be responsible for the submission of all records, reports, invoices or documents to the County necessary for the administration of this Agreement:

Claude Walker
2073 Summit Lake Dr. Ste 155
Tallahassee, FL 32317

- b. All invoices and notices must be submitted electronically to Leon County's Project Manager:

Katherine Burke
Director of Engineering Services
Burkek@leoncountyfl.gov
2280 Miccosukee Road
Tallahassee, FL 32308

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

7. WORK

Any work to be performed under this Agreement shall be upon the request of the Project Manager or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. SHVIII shall perform the work outlined in the scope of services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto.

8. INDEMNIFICATION

SHVIII 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 SHVIII and persons employed or utilized by SHVIII in the performance of this Agreement.

The County may, at its sole option, defend itself or require SHVIII to provide the defense. SHVIII acknowledges that the sum of ten dollars (\$10.00) of the amount paid to SHVIII constitutes sufficient consideration for SHVIII's indemnification of the County, its officials, officers and employees.

It is understood that SHVIII's responsibility to indemnify and defend the County, its officials, officers and employees is limited to SHVIII's proportionate share of liability to the extent caused by the negligent acts or omissions of SHVIII, its delegates, agents or employees.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SHVIII agrees:

- a. For purposes of this Agreement, "public records" shall be defined as any document, paper, letter, map, book, tape, photograph, film, or other material made or received in connection with the County Project.
- b. 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 associated with the County Project, as described herein.
- c. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the County Project, as described herein, 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.
- d. Upon completion or termination of the Agreement and at the request of the County, SHVIII 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 b above. The County may reproduce any written materials generated as a result of SHVIII's work.

- e. To assure that all records required to be maintained by SHVIII related to the County Project shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- f. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of SHVIII's records and documents related to this Agreement and the County Project, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- g. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- h. Comply with public records access requirements set forth in section 287.0571(5)(j), Florida Statutes, including the obligation to:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
 - 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of SHVIII upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

10. CONTRACT MANAGEMENT:

The Project Manager, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for services rendered by SHVIII hereunder, unless or until a written notice is provided to SHVIII stating otherwise.

11. BOND AND DEPOSITS

a. Performance Bond

1. A Performance and Payment Bond in the amount of **\$1,923,554.08** shall be supplied to the County at the time of the execution of this Agreement.
2. The Performance and Payment Bond shall provide that, in the event of non-performance on the part of Contractor or Primary Sub-Contractor that the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Performance and Payment Bond must contain a clause stating the following:

In the event of non-performance on the part of SHVIII this Performance and Payment Bond can be presented for honor and acceptance at _____ [insert address in Performance Bond document], which is located in Tallahassee, Florida.

3. In the event SHVIII is unable to complete the work outlined in the scope of services or otherwise perform its obligations to the County in accordance with the terms and conditions of this Agreement, such event shall be considered a cause for termination hereunder and SHVIII shall forfeit the Performance and Payment Bond described in this Section 12 to the County and shall be liable for any and all damages resulting from such failure to perform the terms and conditions hereunder.
4. Bond Forms shall comply with section 225.05, Florida Statutes

b. Fidelity Bond

1. A Fidelity Bond in the amount of **\$1,923,554.08** shall be supplied at the time of contract execution. Coverage to be provided shall include: Employee Theft – Per Loss Coverage; Employee Theft – Per Employee Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency.
2. Bond Forms shall comply with section 225.05, Florida Statutes.

12. RETAINAGE

a. Monthly Statements and Retainage

SHVIII shall submit to the County a monthly cost statement, along with all other reports provided for under this Agreement, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Project during the previous period and included in SHVIII's costs incurred pursuant to this Agreement. Ten percent (10%) retainage shall be held on all payments until the Project reaches Substantial Completion. At Substantial Completion, the County may approve a reduction of the retainage from ten percent (10%) to five percent (5%) at the County's sole discretion.

b. Final Payment

Final payment constituting the unpaid balance for all services rendered under this Agreement constituting SHVIII's fee, shall be due and payable after the County Environmental Services Divisions approves the final inspection for the environmental management permit for the portions of the permit related to the County Project, provided the Project be then finally and satisfactorily completed, and that this Agreement has been finally and fully performed. However, should there remain work to be completed, SHVIII and the County shall list those items prior to receiving final payment and the County may retain a sum equal to two hundred percent (200%) of the estimated costs of completing the unfinished work and a proportionate share of SHVIII's retainage, provided that said unfinished work items are listed separately and the estimated costs of completing any unfinished items are likewise listed separately. Thereafter, the County shall pay to SHVIII, monthly, the amount retained for each incomplete item after each of said items is completed.

13. INSURANCE

SHVIII shall procure and maintain for the duration of this Agreement, 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 SHVIII, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of SHVIII. Such insurance shall be in accord with the following:

a. Minimum Limits of Insurance

SHVIII or the Primary Subcontractor, shall maintain policies naming Leon County, Florida as additional insured and containing 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.
2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).
3. Workers' Compensation Employers Liability: Insurance covering all employees 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.*
4. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
5. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage," Moore Bass Consulting may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.

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 SHVIII 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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).

- a. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of SHVIII, including the insured's general supervision of SHVIII; products and completed operations of SHVIII; premises owned, occupied or used by SHVIII; or automobiles owned, leased, hired or borrowed by SHVIII. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. SHVIII'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 SHVIII's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
- 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. SHVIII's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of SHVIII.

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

SHVIII 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

SHVIII 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 hereinabove.

14. WARRANTIES, GUARANTEES, AND CERTIFICATIONS

- a. General. The required final constructed product shall be a complete warranted and guaranteed Project both in terms of design, materials provided, and the construction, labor, equipment, tools, and methods used. Upon acceptance of the project, all warranties shall be assigned to the County.
- b. Manufacturers. Upon completion of the Project, the material manufacturers shall certify the installation is according to their recommendations and instructions and issue a warranty pursuant to the Section, as a condition of Project close-out and final payment.
- c. Warranty. Where any work on the Project is performed by SHVIII or by subcontractors under contract with SHVIII, SHVIII shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in construction documents, and that such work on the Project will be of good quality, free from improper workmanship and defective materials and in full conformance with the drawings and specifications. With respect to the same work on the Project, SHVIII further agrees to correct all work found by the County to be defective in material and/or workmanship or not in conformance with the drawings and specifications for a period of two (2) years from the date of completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. SHVIII shall collect and deliver to the County any specific written warranties given by others as required by the Agreement. Also, SHVIII shall conduct, jointly with the County a warranty inspection within thirty (30) days after the final completion.

- d. Warranties. SHVIII and materials manufacturers must jointly and severally issue a minimum warranty of five (5) years against material defects for all manufactured products installed into the work. The manufacturer must confirm the ability of SHVIII and the manufacturer to issue this warranty in a written statement by an authorized agent of the manufacturer. This statement must be included with the submittals. Issue warranties to “Leon County, Florida” prior to filing a request for final payment.
- e. Guarantees: SHVIII shall guarantee the applications with respect to workmanship and proper application for five (5) years from the date of acceptance by the material manufacturer. Should any system failures covered under the warranty occur during this period, corrective action will be taken by SHVIII to repair the installation to the satisfaction of the County (and the City as applicable) and material manufacturer. All corrective work will be done at no cost to the County or the City.

15. EXCUSABLE DELAYS

A Party’s timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including severe weather events, (ii) operation of law, (iii) the inability to obtain necessary permits, materials, supplies, or equipment by reason of appropriation or use thereof, or by reason of regulations imposed, by local, state, or federal government, (iv) any acts of the enemies of the State of Florida or of the United States of America, (v) civil commotion, (vi) fire and delays in transportation beyond the reasonable control of the party whose performance is affected, (vii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such Party’s willful or negligent acts or omissions, except in those cases where a Party could have reasonably foreseen and reasonably avoided the occurrence. The Party affected by any such event shall give written notice thereof to the other Party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. In the event performance is suspended due to excusable delay, the affected Party shall use reasonable efforts to minimize the impact of that delay on the dates for completion of activities as reflected in the project schedules.

16. TERMINATION

- a. Termination by County

If SHVIII fails to fulfill any of its obligations, through no fault of the County, such failure shall be considered a default and shall entitle, but not obligate the County to suspend performance under or to terminate this Agreement, in whole or in part at the County’s discretion, if SHVIII fails

to cure such default within thirty (30) days after receipt of a written notice thereof from the County.

b. Notification of Termination

Any such termination shall be effected by delivery to SHVIII of a written Notice of Termination specifying the nature of the default that the County is alleging, the extent to which work under this Agreement is to be terminated, and the date upon which such termination becomes effective. If SHVIII believes that its failure to perform is due to excusable delays, SHVIII shall give the County written notice of the basis for its belief prior to the expiration of the cure period. The County shall review SHVIII's submission and advise SHVIII accordingly. If the County disagrees and it is later determined by the County or a court of competent jurisdiction that failure to perform is due to an Excusable Delay, as defined in Paragraph 15.

c. Effect of Termination Notification

After receipt of a Notice of Termination, and except as otherwise directed by the Project Manager in writing, SHVIII shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination. SHVIII shall place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated. SHVIII shall terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

1. SHVIII shall be paid for items it delivers hereunder. SHVIII and the County shall work together in good faith to determine and agree upon the whole or any part of the amount or amounts to be paid to SHVIII by reason of the total or partial termination of work pursuant to this Article.
2. SHVIII shall complete performance of such part of the work as shall not have been terminated by the Notice of Termination. SHVIII shall take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of all equipment, materials and other property related to this Agreement which are in the possession of SHVIII and in which the County has or may acquire an interest.

17. DISPUTE RESOLUTION

- a. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.a.
- b. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 1. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 2. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 3. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and SHVIII's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 4. Should the Director and SHVIII's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and SHVIII's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 5. If the County Administrator and SHVIII's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

18. MISCELLANEOUS PROVISIONS

a. Status

SHVII at all times relevant to this Agreement shall be an independent contractor and in no event shall SHVII nor any employees or subcontractors under it be considered to be employees of the County.

b. Conflicting Employment

For the duration of this Agreement, SHVIII shall not enter into any agreements that would ethically conflict with its obligations under this Agreement.

c. Licenses

SHVIII shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should SHVIII, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, SHVIII shall be in default of this Agreement as of the date such license is lost.

d. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the County nor shall SHVIII assign any monies due or to become due to him hereunder without the prior written consent of the County.

e. Monitoring

SHVIII shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of SHVIII which are relevant to this Agreement, and interview any clients and employees of SHVIII to assure the County of SHVIII's satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to SHVIII a written report of its findings and will include written recommendations with regard to SHVIII's performance of the terms and conditions of this Agreement. SHVIII will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. SHVIII'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) SHVIII being deemed in breach or default of this Agreement; (2) the withholding of payments to SHVIII by the County; and, (3) the termination of this Agreement for cause.

f. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, SHVIII hereby certifies that to the best of his knowledge and belief neither SHVIII nor its affiliates have been convicted of a public entity crime. SHVIII 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 SHVIII shall be cause for termination of this Agreement by the County.

g. Unauthorized Alien(s) And E-Verify

SHVIII agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. 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 termination of this Agreement by the County.

1. SHVIII agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. SHVIII further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “‘Edit Company Profile’” link on the left navigation menu of the E-Verify employer’s homepage).
2. SHVIII further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between SHVIII and the subcontractor, whichever is later. SHVIII shall obtain from the subcontractor(s) a copy of the “‘Edit Company Profile’” screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. SHVIII will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by SHVIII to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by SHVIII to perform work pursuant to the Agreement.
 - a. SHVIII must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by SHVIII to perform employment duties within Florida within 3 business days after the date of hire.
 - b. SHVIII must initiate verification of each person (including subcontractors) assigned by SHVIII to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after

assignment to perform work pursuant to the Agreement, whichever is later.

4. SHVIII further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

h. 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.

i. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

j. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

k. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

l. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, SHVIII shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin,

religion, sex, age, marital status, disability, sexual orientation or gender identity.

m. W/MBE Participation Targets

The Contractor will make a good faith effort to meet the aspirational participation targets for women and minority-owned businesses as follows: 17% minority-owned business participation; 9% women-owned business participation.

n. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

o. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

p. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

q. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

r. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

19. EFFECTIVE DATE

- a. The "Effective Date" is the date that this Agreement is fully executed by SHVIII and the County. This Agreement shall commence on the Effective Date and, except as otherwise provided herein or as may be required to give effect to the provisions hereof, shall terminate when the Project is

complete, the County has notified SHVIII of its final acceptance of the Project and all performance required hereunder is complete.

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

WHERETO, the Parties have set their hands and seals and executed this Agreement the date set forth below

LEON COUNTY, FLORIDA

SHVIII

BY: _____
Kristin Dozier, Chairman,
Leon County Board of County Commissioners

BY: _____
Summit Holdings VIII, L.L.C

Date: _____

As its: _____
Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Bannerman Road Widening Phase 1B Cost Estimate

60% to 100% Design Documents w/Pricing for construction of Bannerman Widening per 163 agreement

Appr. 1000lf west of Quail Common Road, east to new Roundabout at Beech Ridge Trail

a) 60% Design Documents - Funded by Summit 8 Holdings, LLC	
1) 60% DD's submitted to County and Contractor (10.17.2014)	
2) 60% MOT submitted to County and Contractor (10.24.2014)	
b) M inc. price to build Bannerman Widening based on 60% plans (11.11.2014)	\$ 1,440,971.12
(assumptions/exclusions - see bottom of proposal)	
c) Landscape/irrigation (excluding sod) (11.19.2014)	\$ 139,120.00
d) Consulting fees to take to 100% and permit (10.30.2014)	\$ 288,500.00
e) Permit application fees (10.30.2014)	\$ 19,962.96
f) Summit VIII Holdings, LLC - Construction Mgt. fee	\$ 35,000.00
Total	\$ 1,923,554.08

EXHIBIT B

Project Schedule

The following construction schedule commences upon receipt of all required local and state permits and mobilization of contractor. As of this date, it is anticipated that construction will commence prior to June 8, 2015.

Construction schedule: - 1) Design and Permitting, and 2) Construction.

1) **Final Design and Permitting**

December 2014 – May 2015 – Scope 60-100% plans, acquire all permits, county and state.

2) **Construction**

June 2015 – January 2016 – Construction is expected to last up to nine (9) months.

LEGAL NOTICES

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 9, 2014, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider accepting a proposal from Summit Holdings VIII, a Florida Limited Liability Corporation, to enter into a Public-Private Cooperation Agreement for widening Bannerman Road from the roundabout to 500 feet west of Quail Common Drive from two lanes to four lanes (the "Project").

The purpose for the public hearing is to consider whether it is in the public's best interest for the County to accept the proposal and enter into the Public-Private Cooperation Agreement with Summit Holdings VIII for construction of the Project. The estimated cost of the Project has been determined by a professional engineer to be \$1.93 million.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of the professional engineer's cost estimate for the Project may be inspected at the following location during regular business hours:

Leon County Attorney's Office
Leon County Courthouse, 2nd Floor
Room 202
Tallahassee, Florida 32301
Telephone: (850) 606-2500

NOVEMBER 21, 2014

9419161

**Leon County
Board of County Commissioners**


Notes for Agenda Item #32

Leon County Board of County Commissioners

Cover Sheet for Agenda #32

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: First and Only Public Hearing to Adopt a Proposed Resolution on Intent to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for Fire Rescue Services Levied Within the Unincorporated Area of the County

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

Fiscal Impact:

This item has a fiscal impact, and effectuates the Board's direction in preparing the fiscal year 2015 budget.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt a proposed Resolution electing to use the uniform method of collecting non-ad valorem assessments for fire rescue services levied within the unincorporated area of the county (Attachment #1).

Report and Discussion

Background:

On February 26, 2009, the City of Tallahassee and Leon County entered into an “Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services,” to administer the provision and funding of fire rescue and emergency medical services on a countywide basis. The County and the City subsequently entered into a First Amendment to Interlocal Agreement dated June 9, 2009, a Second Amendment to Interlocal Agreement dated September 5, 2013, and a Third Amendment to Interlocal Agreement dated October 21, 2013 (collectively the “Interlocal Agreement”). The Interlocal Agreement provides for the funding and payment of fire rescue services by means of the levy and collection of a special assessment upon benefited property and imposition of a fee upon governmental property.

Section 197.3632, Florida Statutes authorizes the placement of special assessments on the annual property tax notice as a non-ad valorem assessment. This method is also currently used for storm water and solid waste assessments and is being used on 2/3's paving projects. The amount of assessment imposed will be payable to the Tax Collector. Section 197.3632(3)(a), Florida Statutes (2014) requires that a resolution of intent to utilize the uniform method of collecting such assessments be adopted at a public hearing prior to January 1, when a local government authorized to impose a non-ad valorem assessment elects to utilize this method for the first time. The City of Tallahassee and County have been engaged in developing a new rate study as the basis for a new assessment to fund the provision of fire rescue services commencing October 1, 2015, as contemplated by the Parties in the Interlocal Agreement, and which qualifies as an event triggering the public hearing requirements under Florida law.

Analysis:

The Board is required to conduct the first and only public hearing in order to comply with the requirements of section 197.3632, Florida Statutes, to hear public comments on utilizing the uniform method of collection of the contemplated fire rescue assessments, to be levied and imposed by the City and County. Presently, the County collects the fire rescue assessments under section 197.3632, Florida Statutes, for those properties in which billing by the City of Tallahassee has been unsuccessful, where the property owner requests same, or where otherwise determined by the Board. Notice has been advertised for four consecutive weeks prior to the hearing in the local newspaper advising the public of the hearing and of the County's intent to use the uniform method of collection (Attachment #2)

Title: First and Only Public Hearing to Adopt a Proposed Resolution on Intent to Use the Uniform Method of Collecting Non-Ad Valorem Assessments for Fire Rescue Services Levied Within the Unincorporated Area of the County

December 9, 2014

Page 2

Options:

1. Conduct the first and only public hearing and adopt a proposed Resolution electing to use the uniform method of collecting non-ad valorem assessments for fire rescue services levied within the unincorporated area of the county (Attachment #1).
2. Conduct the first and only public hearing and do not adopt a proposed Resolution electing to use the uniform method of collecting non-ad valorem assessments for fire rescue services levied within the unincorporated area of the county.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Resolution
2. Notice of Public Hearing

RESOLUTION NO. R14-_____

RESOLUTION OF LEON COUNTY, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 26, 2009, the City of Tallahassee and Leon County entered into an Interlocal Agreement for the provision of fire suppression, fire prevention (hereinafter “fire rescue services”), and emergency medical services countywide commencing October 1, 2009; and

WHEREAS, the County and the City subsequently entered into a First Amendment to Interlocal Agreement dated June 9, 2009, a Second Amendment to Interlocal Agreement dated September 5, 2013, and a Third Amendment to Interlocal Agreement dated October 21, 2013 (collectively the “Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement by and between the County and the City provides for the funding and payment for fire rescue services by means of the levy and collection of special assessments upon benefited property; and

WHEREAS, the County has determined that the properties which are specially benefited by the provision of fire rescue services shall be equitably assessed the costs of providing such fire rescue services; and

WHEREAS, on June 9, 2009, the County imposed a special assessment upon certain property located in the unincorporated area of the County in an amount directly proportionate to the benefit received by those properties for the provision of fire rescue services commencing October 1, 2009 (“special assessment for fire rescue services”); and

WHEREAS, the Interlocal Agreement requires the City and County to adopt a second term rate study, which shall be used to determine the amount of the special assessment for fire rescue services; and

WHEREAS, Leon County wishes to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments for the cost of providing fire rescue services to properties located within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, to be imposed and collected annually commencing with the Fiscal Year beginning October 1, 2015; and

WHEREAS, Leon County has published notice of its intent to utilize the Uniform Method for levying, collecting and enforcing such assessments, pursuant to section 197.3632, Florida Statutes, weekly in a newspaper of general circulation within Leon County for four consecutive weeks preceding the hearing, a copy of said notice being attached hereto as Exhibit A.

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

1. Pursuant to section 197.3632, Florida Statutes, Leon County hereby states its intent to utilize the Uniform Method of collecting any and all non-ad valorem assessments imposed for fire rescue services on properties located in the unincorporated area of the County, commencing with the Fiscal Year beginning on October 1, 2015, and continuing thereafter until discontinued by the County. A legal description of the boundaries of the real property subject to the non-ad valorem assessment is attached hereto as Exhibit B.

2. Leon County hereby finds that the levy and collection of non-ad valorem assessments is needed to fund the cost of fire rescue services within the unincorporated area of the County and is in the best interests of the County.

3. Upon adoption, the County Clerk is hereby directed to deliver a copy of this Resolution by United States mail to the Florida Department of Revenue, the Leon County Tax Collector, and the Leon County Property Appraiser, by January 10, 2015.

4. This Resolution shall be effective upon adoption.

Proposed, presented and passed by the Board of County Commissioners of Leon County, Florida, this 9th day of December, 2014.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

BY: _____

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

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

EXHIBIT A

**NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

The Leon County, Florida Board of County Commissioners (the "County") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments levied within the unincorporated area of the County, for the cost of providing fire rescue services commencing for the Fiscal Year beginning on October 1, 2015 and continuing thereafter until discontinued by the County. The County will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on December 9, 2014, or as soon thereafter as may be heard, at the Commission Chambers, Leon County Courthouse, 5th Floor, 301 S. Monroe Street, Tallahassee, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to present their comments at the public hearing at the time and place set forth above.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Advertise: November 10, 17, & 24, 2014, & December 1, 2014

EXHIBIT B

LEGAL DESCRIPTION

LEON COUNTY, FLORIDA
SECTION 7.37, FLORIDA STATUTES
LESS INCORPORATED TALLAHASSEE

LEGAL NOTICES

**NOTICE OF INTENT TO USE UNIFORM
METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

The Leon County, Florida Board of County Commissioners (the "County") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments levied within the unincorporated area of the County, for the cost of providing fire rescue services commencing for the Fiscal Year beginning on October 1, 2015 and continuing thereafter until discontinued by the County. The County will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 8:00 p.m. on December 9, 2014, or as soon thereafter as may be heard, at the Commission Chambers, Leon County Courthouse, 5th Floor, 301 S. Monroe Street, Tallahassee, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to present their comments at the public hearing at the time and place set forth above.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48-hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida-Relay Service.

PUBLICATION: November 10, 17, 24 and December 1, 2014