

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, October 13, 2015
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, October 13, 2015, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Nick Maddox

AWARDS AND PRESENTATIONS

- Proclamation Designating October 2015 as Manufacturing Month
(Chairman Mary Ann Lindley)
 - Proclamation Designating October 2015 as Florida Native Plant Month
(Chairman Mary Ann Lindley)
 - Proclamation Recognizing the 50th anniversary of Young Marines of the Big Bend
(Chairman Mary Ann Lindley)
 - Presentation by Claudia Blackburn, Director, Leon County Health Department, Regarding Influenza
 - Update on Achievements of the Boys & Girls Club
(Lee Wagner, Executive Director of the Boys & Girls Club of the Big Bend)
1. Presentation and Acceptance of Tallahassee/Leon County Commission on the Status of Women and Girls' Annual Report and Approval of Joint City/County Agreement with the Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls
(Jessica Lowe-Minor, Chairman, Tallahassee/Leon County Commission on the Status of Women and Girls)
(County Administrator/County Administration)

CONSENT

2. Approval of Agreement Between Leon County and Court Administration for Veterans Court
(Second Judicial Circuit/Court Administration)
3. Approval of Minutes: September 15 Regular Board Meeting
(Clerk of the Court/Finance/Board Secretary)
4. Approval of Staff Report on a Special Recognition Process for Academic and Athletic Achievements at Local Schools
(County Administrator/County Administration)
5. Acceptance of a Quitclaim, and Termination of Conservation Easement from Blair Bailey of KMAP, Inc.
(County Administrator/Development Support & Environmental Management/Environmental Services)

6. Acceptance of a Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project
(County Administrator/Development Support & Environmental Management/Environmental Services)
7. Acceptance of Conservation Easements from Bannerman Crossings V, LLC and Bannerman Forest, LLC for the Bannerman Road Widening Project
(County Administrator/Development Support & Environmental Management/Environmental Services)
8. Approval of Payment of Bills and Vouchers Submitted for October 13, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 26, 2015
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
9. Authorization to Carry Forward FY 2015 Appropriations
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
10. Approval of a Pilot Program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club to Provide a Winter Soccer Program, and Authorization to Terminate the Existing Agreement with Top of Florida Soccer Club
(County Administrator/Public Works/Parks & Recreation)

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

11. Acceptance of Status Report on the New User-Friendly Comprehensive Plan
(County Administrator/PLACE/Planning)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

12. Approval of the FY 2015/16 Community Human Service Partnership Funding for Social Service Agencies
(County Administrator/Human Services & Community Partnerships/Human Services)
13. Approval of Agreement Awarding Bid to RAM Construction & Development, LLC in the Amount of \$653,000 Plus Bid Alternate #1 for Construction of the Jackson View Boat Landing
(County Administrator/Public Works/Parks & Recreation)
14. Consideration of the Purchase of Real Property Located at 3491 Lakeshore Drive for Fords Arm Restoration Project
(County Administrator/Public Works/Facilities Management)

15. Acceptance of Status Update on Inclusionary Housing Efforts
(County Administrator/PLACE/Planning-Human Services & Community Partnerships)
16. Consideration of Full Board Appointments to the Canopy Roads Citizens Committee and Tourist Development Council
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

17. First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"
(County Attorney)
18. First and Only Public Hearing on a County Ordinance for a Proposed Amendment to the Official Zoning Map to Change the Zoning Classification from the General Commercial (C-2) Zoning District to the Commercial Parkway (CP) Zoning District
(County Administrator/PLACE/Planning)

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

- Capital Region Community Development District Fiscal Year 2016 Meeting Dates
- Dove Pond Community Development District 2016 Annual Meeting Schedule
- Northwest Florida Water Management District FY 2015-2016 Tentative Budget

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, October 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

2015

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PUBLIC NOTICE

2015 Tentative Schedule

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
October 2015	<u>Tuesday 13</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"
			<u>First and Only Public Hearing on an Ordinance for a Proposed Amendment to the Official Zoning Map to Change the Zoning Classification from the General Commercial (C-2) Zoning District to the Commercial Parkway (CP) Zoning District</u>
	<u>Monday 19</u>	<u>9:00 – 11:30 a.m.</u>	Capital Region Transportation Planning Agency <u>Retreat</u> ; City Commission Chambers
	Thursday 22 – Friday 23	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 27	1:30 – 3:00 p.m.	Workshop on the MWSBE Program
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Public Hearing on Cycle 2015-2 Comprehensive Plan Amendments
	Thursday 29	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
November 2015	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
		TBA	Leon County Operation Thank You Veteran's Day Breakfast American Legion Hall
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<u>Tuesday 17</u>	<u>7:30 a.m.</u>	<u>Community Legislative Dialogue Meeting</u>
		3:00 p.m.	Reorganization of the Board Regular Meeting
	Wednesday 18- Friday 20	<i>FAC Legislative Conference</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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
December 2015	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Public Hearing on Cycle 2015-2 Comprehensive Plan Amendments
	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 2015 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (2 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.

Development Support & Environmental Management Citizen's User Group

Board of County Commissioners (1 appointment)

A member who represents a business association or organization

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

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

Science Advisory Committee

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

EXPIRATIONS

OCTOBER 31, 2015

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Tourist Development Council

Board of County Commissioners (1 appointment)

Water Resources Committee

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

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

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

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

DECEMBER 31, 2015

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 (4 appointments)

Tallahassee City Commission (2 appointments)

Library Advisory Board

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

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

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Approval of a Joint City/County Agreement with The Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

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

Fiscal Impact:

This item has a fiscal impact. The County's \$20,000 share of the proposed Joint Agreement is included in the 2015/16 budget.

Staff Recommendations:

- Option #1: Accept the 2014-15 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
- Option #2: Approve the Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support (Attachment #2).

Report and Discussion

Background:

In June 2010, The Oasis Center for Women & Girls (Oasis) approached the County requesting the creation of a Commission on Women and Girls. The initial proposal was to create a joint City/County committee; however, the City did not take action on the proposal. As a result, on September 14, 2010, the Board moved forward with the creation of the Leon County Commission on the Status of Women and Girls, comprised of 21 members (14 appointed by the Board, with each Commissioner having two appointments, and seven appointed by the Committee). On April 12, 2011, the Board adopted an Enabling Resolution that established the scope and responsibility of the Leon County Commission on the Status of Women and Girls and contracted with Oasis in the amount of \$10,000 to provide administrative support and assist in the preparation of an annual report to the Board.

On December 12, 2012, the Leon County Commission on the Status of Women and Girls presented its annual report to the Board. At that time, the Board provided an additional \$10,000 (for a total of \$20,000) to Oasis to provide research and development support to the Committee. Additionally, the Board encouraged members of the Leon County Commission on the Status of Women and Girls to approach the City of Tallahassee on providing financial support for a joint Commission, as initially proposed in 2010. On February 13, 2013, the City Commission agreed to provide funding to Oasis for administrative support to the Committee at the current level provided by the County (\$20,000) and move forward with the creation of a joint committee.

On March 12, 2013, the Board adopted a joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls (Committee). The City Commission subsequently adopted the Resolution. The Resolution states that Oasis shall provide administrative support to the joint Committee, per the adoption of an agreement with the County and City. On September 29, 2015, the Board adopted the 2015/16 fiscal year budget that included \$20,000 to Oasis for the administrative support to the Committee.

Analysis:

2014-15 Commission on the Status of Women and Girls Annual Report

On September 30, 2015, the Committee submitted its report on the Status of Women and Girls in Leon County. According to the report, the Committee's primary focus this past year was on building bridges to economic security for women and girls and addressing the community's response to sexual violence. Additionally, the annual report recommends that the County and City increase focus on employment opportunities for women including entrepreneurship and resources for women seeking job skill development; and enlarge public transportation service options to meet the needs of women and other low-income individuals. The Committee's Chair will provide a comprehensive presentation to the Board on the annual report during the October 13 meeting.

Title: Acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Approval of a Joint City/County Agreement with The Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

October 13, 2015

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2015-16 Joint City-County Agreement

Pursuant to the County-City Enabling Resolution, Oasis provides administrative support to the Committee. The proposed joint County-City agreement with Oasis provides funding in the amount of \$20,000 from the County and \$20,000 from the City (for a total of \$40,000) for administrative support to the Committee for FY 2015/16. As directed by the Board, the Joint Agreement states that one-half (\$10,000) of the County funding shall be dedicated to provide research and development support to the Committee. The County's portion of funding to Oasis in the amount of \$20,000 has been budgeted.

Options:

1. Accept the 2014-15 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
2. Approve the Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support (Attachment #2).
3. Do not accept the 2014-15 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report.
4. Do not approve the Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. 2014-15 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report
2. Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls

2014- 2015 ANNUAL REPORT



Tallahassee/Leon County Commission on the Status of Women and Girls



Published: October 2015
www.TallahasseeLeonCSWG.com

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Acknowledgements

This report has been made possible due to the diligent work and contributions of many individuals, including each Commissioner serving the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG), volunteers, and the staff and interns at The Oasis Center for Women & Girls, Inc. (Oasis).

2014-2015 Commissioners

Commissioner	Committee Service	Begin Term	End Term	Appointed By
Dr. Ada Puryear Burnette	Sexual Assault Policy Group	5/1/14*	9/30/16	County Commissioner Bill Proctor
Paige Carter-Smith	Community Engagement Committee	5/1/13	9/30/15	City Commissioner Scott Maddox
Gail Dixon	Organizational and Bylaws Committee; Sexual Assault Policy Group	5/1/13*	9/30/15	CSWG
Mildred Hall	Sexual Assault Policy Group	5/1/13	9/30/14	City Commissioner Nancy Miller
R. Jai Gillum	Community Engagement Committee	5/1/13	9/30/15	CSWG
Dr. Roxanne Hughes	Organizational and Bylaws Committee; Chair, Research & Development Committee	5/1/14	9/30/16	County Commissioner Kristin Dozier
Dr. Huberta Jackson-Lowman	Community Engagement Committee	5/1/14*	9/30/16	CSWG
Dr. Elizabeth Jakubowski	Chair, Funding and Budget Committee (ad hoc); Research & Development Committee	5/1/14	9/30/16	CSWG

* Has Served Multiple Terms, + Filled Vacancy

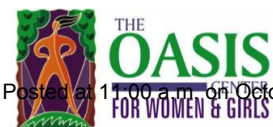
Commissioner	Committee Service	Begin Term	End Term	Appointed By
C. Sha’Ron James	Community Engagement Committee	6/10/14+	9/30/15	County Commissioner Nick Maddox
Jane Johnson	Research & Development Committee	5/1/14	9/30/16	County Commissioner John Dailey
Stephanie Land	Sexual Assault Policy Group	5/1/13*	9/30/15	County Commissioner Jane Sauls
Jessica Lowe-Minor	Chair, CSWG; Organizational and Bylaws Committee; Chair, Sexual Assault Policy Group	5/1/14*	9/30/16	Mayor John Marks
Marion McGee	Vice Chair, CSWG; Organizational and Bylaws Committee	6/19/13+	9/30/15	City Commission at Large
Ruth Nickens	Community Engagement Committee	5/1/14	9/30/16	CSWG
Sharon Ofuani	Community Engagement Committee	11/12/14+	9/30/15	City Commissioner Nancy Miller
Dr. Jeanne O’Kon	Community Engagement Committee; Chair, Organizational and Bylaws Committee	5/1/13*	9/30/15	County Commissioner Bryan Desloge
Kelly Otte		5/1/13*	5/12/14	County Commissioner Nick Maddox
Dr. Cheryl Rainey	Research & Development Committee	5/13/15+	9/30/15	City Commissioner Gil Ziffer

* Has Served Multiple Terms, + Filled Vacancy

Commissioner	Committee Service	Begin Term	End Term	Appointed By
Dr. Cecile Reynaud	Sexual Assault Policy Group	5/1/13	9/30/15	CSWG
Sara Saxner	Chair, Community Engagement Committee; Organizational and Bylaws Committee; Sexual Assault Policy Group	5/1/14	9/30/16	City Commission at Large
Gail Stansberry Ziffer	Community Engagement Committee	5/1/13	4/10/15	City Commissioner Gil Ziffer
Jaye Ann Terry	Leon County Alliance for Girls; Organizational and Bylaws Committee	5/1/14	9/30/16	City Commissioner Andrew Gillum
Veronica Vasquez	Research & Development Committee	5/1/13	9/30/15	County Commissioner Mary Ann Lindley
Marcia Warfel	Community Engagement Committee	5/1/14	9/30/16	CSWG

* Has Served Multiple Terms, + Filled Vacancy

We extend our gratitude to Michelle Bono and Shington Lamy for their hard work in collaboration as liaisons from the City and County, respectively, to the CSWG.



Special thanks to City and County staff members who have helped to ensure the success of the 2014-2015 CSWG

<u>County Staff</u>	<u>City Staff</u>
Jon Brown	Tonya Barrett
Mathieu Cavell	Danny Capps
Christine Coble	Lizzy Kelly
Dan Rigo	Cassandra Jackson
Amanda Rodriguez	Brian Waterman
Olivia Smith	

The Oasis Center for Women & Girls CSWG Staff and Interns

Kathryn Bachman, Intern
Emily Clemons, Intern
Haley Cutler, Executive Director
Samantha Granski, Temporary Staff Liaison to the CSWG
Jasmine Haynes, Intern
Heather Hernandez, Administrative Assistant
Brittany Johnson, Intern
Lisa Langenderfer-Magruder, Staff Liaison to the CSWG
Kristin Shelton, Intern

Other Individuals Who Contributed to the 2014-2015 CSWG's Work¹

Jasmine Armstrong	Katrina Alexander
Courtney Atkins	Loranne Ausley
Meg Baldwin	F. Randy Blass
Barbara Boone	Dr. Qasimah Boston
Stefanie Bowden	Keith Bowers
Verna Brock	Dr. Joedrecka Brown Speights
Marie Bryant	Kendra Bryant
Mike Campbell	Georgia Cappleman
Tim Center	Dr. Shanna Daniels
Nyla Davis	Paula DeBoles-Johnson
Chief Michael DeLeo	Sue Dick
Kristin Dozier	Cassandra Dratt
Justin Dyke	Dr. Susan Fiorito
Patrick Fowler	Dr. Shawnta Friday-Stroud
Deputy Chief Darrell Furuseth	Kevin Gilpin
Lashawn Gordon	Wendy Grey

¹ Individuals who contributed to the Sexual Assault Policy Group and the Leon County Alliance for Girls are acknowledged in [Chapter 3](#) and [Chapter 4](#), respectively.

Tammy Hamlet	Cynthia Hanifin
Captain Steve Harrelson	Robin Hassler Thompson
Betsy Henderson	Janie Henker
Yolanda Miranda Hill	Suzanne Hodgkins
Pat Holliday	Dorothy Inman-Johnson
Darryl Jones	Gina Kinchlow
Samantha Lane	Lucas Lindsay
Larry Lynch	Bruce Manciangli
Roxanne Manning	Chris Markl
Lieutenant James McQuaig	Kimberly Moore
Anita Morell	Christina Nieves
Mark O'Bryant	Torrion Osborne
Dr. Joe O'Shea	Kelsie Patton
Captain Kim Petersen	Ellen Piekalkiewicz
Susan Pourciau	Kim Rivers
Katrina Rolle	Cheryl Rowland
Jamie Royal	RoseAnn Scheck
Ashley Schermerhorn	Kelly Sciba
Shacafrica Simmons	Pat Smith
Undersheriff Rob Swearingen	Michelle Tipton
Kyle Touchstone	LaTanya White
Sheriff Mike Wood	Sarah Young

Letter from the Chair

Courage is like a muscle. We strengthen it with use.

— Ruth Gordon

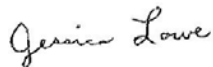
Serving on the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) has exposed me to some of the tremendous acts of courage displayed by women and girls in this community on a near-daily basis. Despite pervasive inequality, discrimination, harassment, assault and abuse, women and girls in Leon County continue to dream big – imagining better futures for themselves and for the generations still to come.

From the courage required of a single mother who knows that the burden of ensuring her family's well-being falls on her and her alone, to that of a woman experiencing street harassment while walking to and from work. Consider the courage required of a widow whose economic security was tied to her now-deceased spouse, or of a young girl being told for the first time that she can't do something simply because "she's a girl." Although not always acknowledged, women and girls in our community have met injustice with courage, daring to defy expectations, overcome obstacles and dismantle barriers in order to achieve their goals.

With so many courageous acts to inspire us, how can we, as a community, not strengthen our own courage muscle by evaluating the status of women and girls in Tallahassee/Leon County and demanding change? Although there is little doubt that women today enjoy increased opportunities over years past, it is also clear that we have a long way to go to reach full parity with men in many areas. As a new mother, I feel particularly compelled by the CSWG's mission and want to do everything possible to ensure that my daughter grows up in a world where she is safe, free from discrimination and fully able to pursue her dreams.

Moving forward, let's strengthen our collective courage by envisioning that future world. By working together as a community, we can help it become real.

Sincerely,

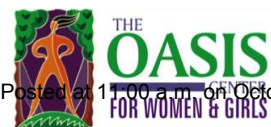


Jessica Lowe-Minor, Chair

About the Tallahassee/Leon County Commission on the Status of Women and Girls



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Posted at 11:00 a.m. on October 5, 2015

About the Tallahassee/Leon County Commission on the Status of Women and Girls

In April of 2011, The Leon County Board of County Commissioners established the Leon County Commission on the Status of Women and Girls as a citizens' advisory committee. In March of 2013, the City of Tallahassee (hereafter, the City) joined Leon County (hereafter, the County) and created the new Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG). By establishing and supporting this Commission, the City and County have taken a strong stand in support of women and girls in our community.

The primary purposes of the CSWG are to promote awareness of issues pertaining to women and girls in Tallahassee and Leon County and to serve in an advisory role, providing input to the City and County Commissions as needed.

The joint City/County enabling resolution² creating the CSWG acknowledges that progress has been made, but notes that "there is still work to be done before women and girls achieve economic, education and employment parity." The resolution also acknowledges "we must understand the current challenges that face our female citizens in order to best equip girls with the knowledge, skills, and equal access to reach for the promise of tomorrow."

The CSWG consists of 21 members. All CSWG commissioners serve on a volunteer basis. Citizens must apply to be considered for appointment. Applications are accepted on a rolling basis and are available for download on the [CSWG's website](#),³ [City's website](#),⁴ and [County's website](#).⁵

The CSWG has produced three reports since its inception: *Report on the Status of Women and Girls in Leon County – 2012*, *A Call to Action: Improving the Status of Women & Girls in Tallahassee/Leon County 2013-2014*, and *Report on Sexual Violence Response in Tallahassee/Leon County*. The full reports and executive summaries are available for download on the [CSWG website](#).⁶

The City and County contract with Oasis to staff the CSWG. According to the Oasis staff, supporting the work of the CSWG fits strongly with its mission of "improving the lives of women and girls through celebration and support." Oasis played a large part in encouraging the community of Tallahassee and Leon County to establish the CSWG. As support to the CSWG, Oasis schedules and notices meetings, maintains records on behalf of the CSWG, attends meetings of the CSWG and its

² Board of County Commissioners, Leon County, Florida. (2013, March 12). *Adopting of an enabling resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls*. Retrieved from <http://cms.leoncountyfl.gov/coadmin/agenda/attach/130312/A0301.pdf>

³ <http://tallahasseeleoncswg.com/join-the-commission/>

⁴ <http://talgov.com/treasurer/tlccswg.aspx>

⁵ <http://cms.leoncountyfl.gov/committees/detail.asp?id=123>

⁶ <http://tallahasseeleoncswg.com/research-publications/>

committees, and has served as the managing editorial team for the report that follows. Oasis looks forward with excitement to continuing to serve the CSWG and the community.



Executive Summary

Executive Summary

During 2014-2015, the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) maintained an incredibly full agenda of research, data collection and community-based events designed to raise awareness about major issues impacting women and girls in the Tallahassee/Leon County area.

The primary work of the CSWG this year focused on research, community awareness and creating policy recommendations about two topics:

- Building bridges to economic security for women and girls locally
- Our community's response to sexual violence against women and girls

Significant Accomplishments

Among the major initiatives undertaken by the CSWG this year include:

- Four public hearings throughout the community on economic security for women and girls
- One listening session with female inmates at the Leon County Jail
- One Poverty Simulation hosted in partnership with the United Way of the Big Bend
- One stakeholder meeting focused on increasing entrepreneurship opportunities for low income women
- One "Lunch and Learn" panel discussion highlighting bridges to economic security for women and girls
- One forum on transportation access hosted in collaboration with United Partners for Human Services
- The creation and dissemination of a StarMetro accessibility survey
- The publication of a major report on our community's response to sexual violence
- One news conference highlighting local institutions' responses to sexual violence and featuring key stakeholders and advocates
- Painting and decorating a Tallahassee Police Department interview room specifically for victims of sexual assault

In addition to the above, the CSWG created a Speakers Bureau to provide valuable information about women and girls to community groups and worked with the Leon County Alliance for Girls to support their efforts. The Commission also took steps to formalize policies and procedures, adopt a new attendance policy, and create a Nominating Committee for internal appointments.

Recommendations for Action

Recommendations for Action related to Building Economic Security for Women and Girls

In collaboration with community stakeholders in the private, public, and non-profit sectors when appropriate, the City of Tallahassee and Leon County should:

- Increase focus on employment opportunities for women, including entrepreneurship and resources for women seeking job skill development
- Enlarge public transportation service options to meet the needs of women and other low-income individuals to a greater degree

- Add funding through the Community Human Service Partnership to expand services for women, children, and other individuals who are economically insecure

Recommendations for Action related to our Community's Response to Sexual Violence

- Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.
- Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.
- The local community should work to implement a community-wide awareness program focusing on bystander intervention.

The [full report](#),⁷ *Report on Sexual Violence Response in Tallahassee/Leon County*, as well as its [executive summary](#),⁸ are available online.

Report Structure

The report that follows details the work of the CSWG during 2014-2015 organized by committee. The committees and community groups include: Research and Development Committee, Community Engagement Committee, Sexual Assault Policy Group, Leon County Alliance for Girls, Organization and Bylaws Committee.

⁷ Tallahassee/Leon County Commission on the Status of Women and Girls [CSWG]. (2015). *Report on sexual violence response in Tallahassee/Leon County*. Retrieved August 5, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/SAPG_Final-Draft-for-Distribution.pdf

⁸ Tallahassee/Leon County Commission on the Status of Women and Girls [CSWG]. (2015). *Report on sexual violence response in Tallahassee/Leon County: Executive summary*. Retrieved August 5, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/SAPG_Executive-Summary-for-Distribution.pdf.

Introduction

Introduction

2014-2015 Topic of Focus: Building Bridges to Economic Security

For the 2014-2015 CSWG year, Commissioners decided to focus their work on “building bridges to economic security for women and girls.” At their annual retreat in May 2014, Commissioners voted to focus their efforts on one major issue for the 2014-2015 year. Ensuing discussion focused on various potential topics, with the Commissioners ultimately voting to proceed with “building bridges to economic self-sufficiency.” In June 2014, the CSWG hosted an economic self-sufficiency workshop for its Commissioners, inviting speakers Dorothy Inman-Johnson, Former Tallahassee Mayor, and Susan Pourciau, Executive Director of the Big Bend Homeless Coalition,⁹ to share their expertise on the financial concerns of women and girls locally. Much of the conversation focused on how the intersections of race, income, gender, sexual orientation, and other demographics influence the economic self-sufficiency and security of women and girls. Commissioners also heard from Cassandra Dratt, a local entrepreneur, about the barriers she faces as she tries to expand her small business. Based on the content of this workshop, Commissioners agreed at their July 11, 2015 full Commission meeting to amend their focal topic to “building bridges to economic security for women and girls.”

CSWG Organization and Operations

Per the CSWG’s Bylaws, the Chair is responsible for creating ad hoc committees within the year in which she presides. In addition to the standing Organizational and Bylaws Committee, the CSWG Chair, Jessica Lowe-Minor, formed two Committees to orient and focus its work on economic issues facing women and girls locally: the Community Engagement Committee and the Research & Development Committee.

Additionally, in response to the pressing need to address the topic of sexual violence in the community, the CSWG established the Sexual Assault Policy Group (SAPG) as a committee whose work throughout the year was in addition to the CSWG’s work on economic security.

Commissioners solicited participation from interested community members, and local sexual violence experts in particular. Together, the SAPG commissioners and contributors released the *Report on Sexual Violence Response in Tallahassee/Leon County* in June 2015. The executive summary and full report are available [online](#).¹⁰ A copy of the executive summary can be found as [Appendix F](#).

In previous commission years, the CSWG helped to catalyze the formation of the Leon County Alliance for Girls, a coalition of girls’ services providers whose mission is “fostering strong inter-agency collaboration with the ultimate goal of providing quality, diverse, gender-specific programs for girls.” This year, the CSWG continued to partner with this group, providing some administrative support as the Leon County Alliance for Girls continues to build capacity for sustainability long-term.

⁹ At the time of publication, Ms. Pourciau is no longer the Executive Director of the Big Bend Homeless Coalition.

¹⁰ <http://tallahasseeleoncswg.com/research-publications/>

Recommendations for Action

The CSWG has made three recommendations for action for our community to focus improving economic security for women and girls. The CSWG arrived at these recommendations by holding public hearings regarding financial concerns experienced by women and girls in Fall 2014 and collecting feedback from attendees. The Organizational and Bylaws Committee compared the feedback from the hearings to the recommendations made by the CSWG in their 2013-2014 report, *A Call to Action: Improving the Status of Women and Girls in Tallahassee/Leon County*.¹¹ Through this analysis of blending previous CSWG research with data from public hearings, the Organizational and Bylaws Committee put forth three recommendations for action which formed the CSWG's work plan for the year. The three recommendations for action to build economic security for women and girls, and the related community awareness and advocacy that the CSWG has accomplished, are as follows:

Increase focus on employment opportunities for women, including entrepreneurship and resources for women seeking job skill development

- Commissioners met with individual local stakeholders regarding entrepreneurship opportunities for women experiencing low-incomes. Then a group of stakeholders and Commissioners came together on Friday, August 28th, to discuss strengthening the entrepreneurial infrastructure locally to be inclusive and supportive of women with low-incomes who are potential entrepreneurs. Further details are included in [Chapter 2](#).
- The CSWG hosted a “Lunch and Learn” on “Building Bridges to Economic Success: Education, Employment, Entrepreneurship” on September 17, 2015. Panelists Sue Dick, Kimberly Moore, Shacafra Simmons, and Robin Hassler Thompson facilitated a community conversation regarding ways our community can support women and girls in Tallahassee and Leon County achieving economic security, discussed further in [Chapter 2](#).

Enlarge public transportation service options to meet the needs of women and other low-income individuals to a greater degree

- The CSWG partnered with StarMetro by facilitating a survey of StarMetro riders and non-riders, in order to better understand women's needs and concerns related to public transportation and to inform StarMetro's service options planning, discussed further in [Chapter 1](#).
- The CSWG also disseminated a survey on economic security for women and girls in Leon County and Tallahassee. The analysis of this data is included in [Chapter 1](#).
- The CSWG published a “My View” article in the *Tallahassee Democrat* to raise awareness about public transportation as an important issue for low-income women and girls and to encourage participation in the StarMetro survey.
- The CSWG co-hosted an advocacy forum with the United Partners for Human Services on public transportation access. This forum was held on August 20, 2015, and included presentations from the CSWG, StarMetro and others along with a facilitated conversation primarily including staff representatives from local non-profit human service organizations.

¹¹ <http://tallahasseeleoncswg.com/research-publications/>

Add funding through the Community Human Service Partnership to expand services for women, children, and other individuals who are economically insecure

- The CSWG advocated for an increase in CSHP funding through a collaboration with United Partners for Human Services.
- The Research & Development Committee spearheaded creating two CHSP fact sheets for the community and the City and County to be better informed about CHSP and the impact on local human services.
- The CSWG created a white paper on the increased services more CHSP funding would make possible and published a “My View” article in the *Tallahassee Democrat* on the topic.

Chapter 1: Research & Development Committee

Chapter 1: Research & Development Committee

Commissioners Serving on the Research & Development Committee

Dr. Roxanne Hughes, Chair	Dr. Elizabeth Jakubowski
Jane Johnson	Dr. Cheryl Rainey
Veronica Vasquez	

Introduction

For the 2014-2015 CSWG year, Commissioners agreed to form a Research & Development subcommittee (R&D). Commissioners based this decision on the CSWG's awareness of the importance of researching issues affecting women and girls in Leon County and Tallahassee. Since its creation, the CSWG has worked with community experts to provide thorough research on issues affecting women and girls. R&D meets monthly and its members have quantitative and qualitative research expertise, as well as a wide range of experiences within the community.

Economic Security Survey

In July 2014, the CSWG decided to focus on the theme of "building bridges to economic security" for the 2014-2015 year. As part of this goal, R&D members, as well as the entire CSWG, met with various stakeholders in the community to listen to their concerns and presentations. As part of this series of community conversations, the CSWG held the following events and meetings:

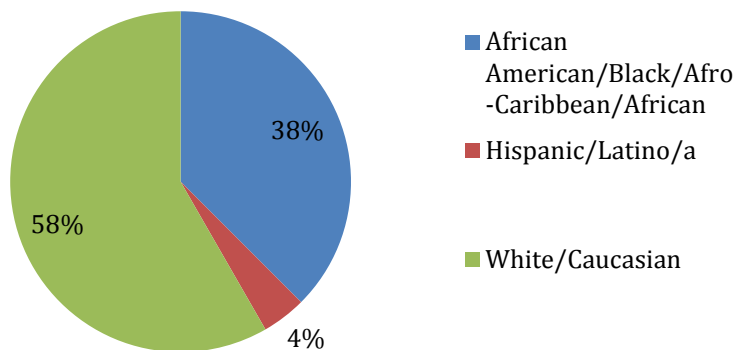
- June 2014: An Economic Self-Sufficiency Workshop, featuring guest speakers Dorothy Inman-Johnson, Former Tallahassee Mayor; Susan Pourciau, Former Executive Director of the Big Bend Homeless Coalition; and Cassandra Dratt, local entrepreneur. In their presentations, the speakers discussed how demographics (e.g., race, income, sexual orientation, housing situation) often differentially impact local women and girls' ability to attain economic self-sufficiency and/or security. It was from this conversation that the CSWG decided to use the term "economic security" for the remainder of their year.
- September through November 2014: Four community conversations (public hearings) throughout Tallahassee and Leon County focusing on financial concerns facing women and girls. These conversations included small group and large group discussions among women and men from our community. See [Chapter 2](#) for more details on the public hearings.
- Ongoing: Individual meetings between CSWG members and stakeholders within the community, including Star Metro.
- Ongoing: Meetings with various employment services, including the career centers at Florida State University, Florida A&M University, and Tallahassee Community College, as well as Career Source.

Before the fall community conversations, R&D developed a survey that could be given to participants and other members of our community which can be found in [Appendix A](#). The CSWG Economic Security Survey includes questions related to individuals' gender, race/ethnicity, marital

status, age, education, income, parental status, concerns related to education/training, transportation, housing, living wages, and childcare/dependent care. Demographics of the survey respondents are provided below.

Among the 24 survey participants, 96% identified as female,¹² with an average age of 36.57 years. Of those who reported employment information ($n=23$), 70% reported employment, while 17% reported being unemployed and 13% reported being retired. Of those who provided a description of their employment status ($n=16$), 81% were employed full time. The average income, including participants of all employment statuses, was \$46,521.74. Racial/ethnic demographics, education level, and partnership status are provided in *Figures 1, 2, and 3, respectively*.

Figure 1: Racial/Ethnic Demographics of Survey Respondents ($n=24$)¹³



¹² The remaining participants (4%) identified as male; however, response options also included *transgender, other (please specify)*, and *would rather not say*.

¹³ Response options also included *Asian/Pacific Islander, American Indian/Alaska Native, Other (please specify)*, and *would rather not say*.

Figure 2: Highest Education Level of Survey Respondents (n=24)¹⁴

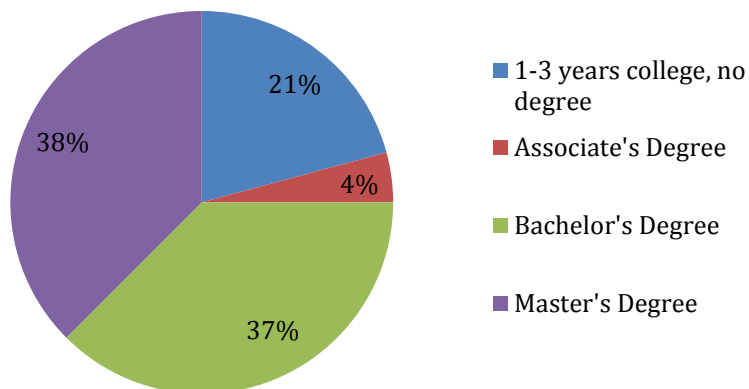
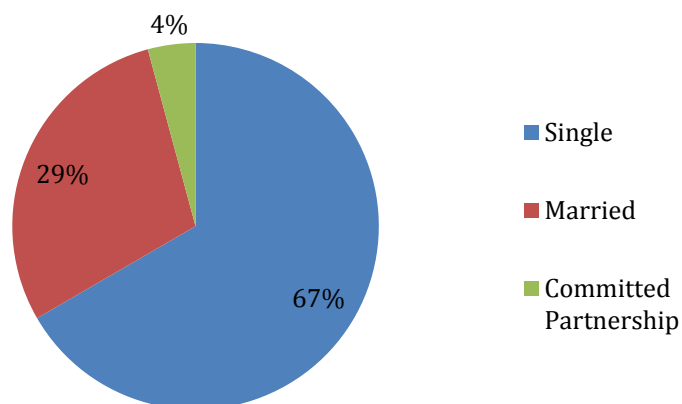


Figure 3: Partnership Status of Survey Respondents (n=24)¹⁵



Once the CSWG decided on its three recommendations for action related to building economic security for women and girls in November 2014, R&D created a plan for the following efforts:

- Create fact sheets to deliver to various stakeholders,
- Partner with StarMetro to collect data on public transportation concerns facing women, and
- Collect data from career centers in Tallahassee and Leon County to determine issues affecting women and girls.

¹⁴ Response options also included *less than high school education, GED, high school diploma, doctorate degree, and professional degree (law, medicine)*.

¹⁵ Response options also included *widowed and other (please specify)*.

Fact Sheets

R&D developed four fact sheets during the 2014-2015 year. For all of the fact sheets described below, R&D members utilized various data sources including: U.S. Census data, Leon County and State of Florida data, interviews with stakeholders, and group interviews with members of the community. All fact sheets were presented at full CSWG meetings for feedback and approval.

About the CSWG

The first fact sheet is a general fact sheet about the CSWG that can be given to members of the community so that they can easily and quickly learn about what the CSWG is, why it was created, how to get involved, and what its Commissioners have accomplished so far (See [Appendix B.1](#)).

Community Human Service Partnership

Two fact sheets were created to address the CHSP recommendation: one for the general public and one for members of the City of Tallahassee Commission (hereinafter, City) and the Leon County Board of County Commissioners (hereinafter, County). The fact sheet for members of the general public provides general information about CHSP for those who may not be aware of this partnership (See [Appendix B.2](#)). The fact sheet for the City and County succinctly explains what CHSP funding does for various local agencies and the community members they serve (See [Appendix B.3](#)). To obtain data for the latter, the CSWG sent a brief survey to executive directors of both CHSP recipient agencies and United Partners for Human Services members asking what their agency could do with additional funding at various levels (i.e., \$10,000; \$25,000; \$50,000; \$75,000), such as increasing the number of clients served, reaching a new target population, and expanding existing programs.

Entrepreneurship

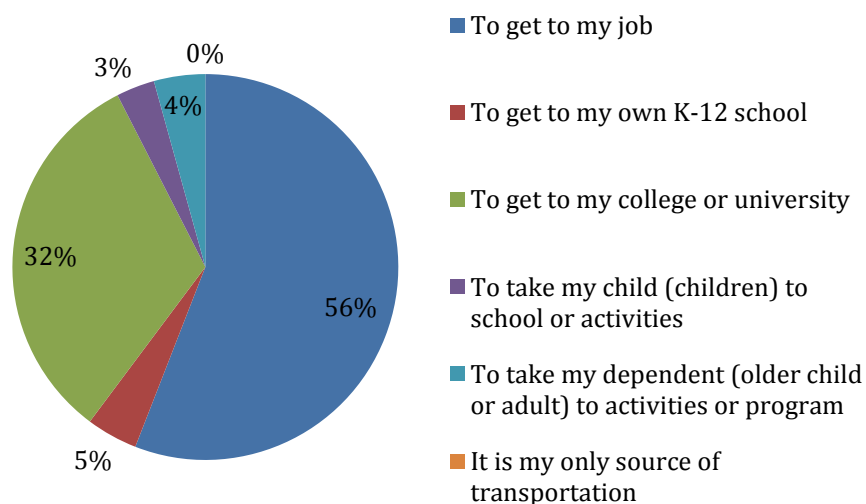
The final fact sheet that R&D developed for the 2014-2015 year included information on entrepreneurship, specifically current issues affecting women (See [Appendix B.4](#)). This fact sheet can be useful for those interested in furthering the conversation about women and entrepreneurship locally.

Transportation: StarMetro Partnership

In Fall 2014, R&D members began a conversation with Brian Waterman, StarMetro Planning Manager. This initial conversation indicated that StarMetro gathers input from the community on the various bus lines and other issues affecting riders through an online survey that is open typically for one month each year. StarMetro also collects feedback from bus drivers to determine which routes are being used most efficiently. Mr. Waterman indicated that the survey did not ask for gender identification, so they did not know what, if any, differences in responses existed between women and men. Based on this conversation, R&D members worked with StarMetro to expand upon their online survey. The updated survey asked riders to provide information about their gender/sex, race/ethnicity, zip code, level of use of StarMetro, and suggestions for improvement. The survey was available in April and May of 2015. The CSWG actively recruited survey participation from both riders and non-riders by writing a “My View” article in the *Tallahassee Democrat*, canvassing at the C.K. Steele Bus Plaza and coordinating with local human service agencies. Over 400 people participated in this survey. Results indicated that of the

respondents who used StarMetro to meet half or more of their transportation needs (n=67), over half (57.8%) were females. Among respondents, the most frequent users were in zip codes 32301, 32303, and 32304. The graph below shows the reasons StarMetro was being used by respondents. Over 56% of the respondents (n=457) indicated getting to their job was the primary reason for use. Getting to college or university campuses was the next frequent reason to use StarMetro (32%). Survey participants further indicated their comments for improvements to the StarMetro system. Several themes were identified by survey participants. Among all respondents, concerns about commute time were prevalent. Of female survey respondents that use the public transportation system for 50% or more of their travel, improving the safety of the bus and bus stop infrastructure was one identified theme, as well as the request for more information regarding StarMetro's function and services provided.

Figure 4: Reasons for StarMetro Use



Summary

The R&D committee has built upon existing data and reports to focus its work on the three recommendations the CSWG made for this year related to building bridges to economic security for women and girls. The work of the R&D committee has resulted in a beneficial partnership with StarMetro, leading to a better understanding of transportation issues affecting women and girls from specific parts of our community. Further, this partnership has created an open line of communication between the CSWG and StarMetro, which will be fruitful for future collaborations. R&D has also developed fact sheets that can be useful to policymakers and members of the general public by succinctly presenting information on the CSWG, CHSP, and women's entrepreneurship in our community.

Chapter 2: Community Engagement Committee

Chapter 2: Community Engagement Committee

Commissioners Serving on the Community Engagement Committee

Paige Carter-Smith	R. Jai Gillum
Dr. Huberta Jackson-Lowman	C. Sha’Ron James
Ruth Nickens	Sharon Ofuani
Dr. Jeanne O’Kon	Sara Saxner, Chair
Gail Stansberry-Ziffer	Marcia Warfel

Introduction

The Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) recognized the importance of community engagement as part of its purpose to raise awareness about issues affecting women and girls in our community and therefore established the Community Engagement Committee (CEC) for the 2014-2015 CSWG year. Nearly half of all CSWG Commissioners served on the CEC, each bringing unique ideas, experiences, and networks to the committee that contributed to the success of every conversation, event, and program hosted by the CSWG this year. Through five community conversations and listening sessions, a poverty simulation, a community awareness event, and an ongoing speakers bureau, the CEC was a driving force behind engaging hundreds of local community members on the topic of building bridges to economic security for women and girls locally.

Public Hearings (Community Conversations)

In order to be better informed about the economic concerns facing women and girls in Tallahassee and Leon County, the CSWG committed to being engaged in the community from the beginning of its year. Commissioners elected to hold a series of public hearings on financial concerns facing women and girls, with the CEC subsequently deciding to conduct the hearings in demographically and geographically diverse areas of the community: the Woodville Community Center, the Jack McLean Community Center, the LeRoy Collins Main Library, and the Tallahassee Senior Center. The hearings were held at different times of the day on varying weekdays to accommodate a variety of schedules for community participants. In addition to these public hearings, one member of the CEC was granted permission by the Leon County Jail to hold a private listening session at its facility to solicit input from incarcerated women. The four public hearings were advertised in advance via flyers, both online and in the communities where the hearings were to take place (See [Appendix D](#)).

The first hearing was at the Woodville Community Center, with a small, but vocal showing of community members. Based on the CEC’s internal evaluation of the first public hearing, the approach to the subsequent hearings was realigned to follow a community conversation format. Commissioners volunteered to facilitate conversations at small tables of attendees, using a structured list of questions pre-determined by the CEC. Through a partnership with the university community, the CSWG was able to contract graduate students to serve as scribes at each small group. The feedback generated was rich and authentic, allowing community members to express

financial challenges they have personally experienced or witnessed and offer input about what they see as the needs of their neighborhoods and communities.

The succeeding three public hearings were well-attended. The facilitators focused on asking a series of questions around the term “economic security” and how it pertained to participants’ lived experiences, the perception of economic security of women and girls in the community, their top economic concerns, what participants believed needed to happen to address these concerns, and how any recommended changes or action would directly affect women and girls in Tallahassee and Leon County.

Example questions asked during the facilitated conversation include:

- When you hear the words “economic security for women and girls,” what types of things come to mind?
- How would you describe the overall economic situation of women and girls in our community?
- Are there certain economic concerns that you think affect specific groups of women and girls more than others? If so, what are they?
- When it comes to our community, what are a few of your top economic concerns specific to women and girls?
- How, if at all, do these economic concerns affect you personally? Professionally?
- What types of things would you like to see happening in our community that might help with the issues you mentioned previously?
- What differences would you expect to see if something like that was put into place?

A compilation of the notes from each of the public hearings provided direction to the CSWG to determine action moving forward. A few issues that community members discussed were:

- The need for support for female students, both first-time and returning, as well as for potential entrepreneurs;
- Intersections of racism and classism and how we, as a community, need to be aware of these issues as we talk about economic security; and
- The varying, yet similar, needs of women and girls from various family structures – from single women, to single moms, to two-parent families, to older adults – the needs exist across all groups, though they may look slightly different.

In addition to the public hearing data, the Research and Development Committee created an Economic Security Survey (See [Appendix A](#)) that was distributed at each hearing. It was also available in an online format. Participants could complete and submit the survey at the public hearing, by mail, or by hand delivery it to The Oasis Center for Women & Girls. The CSWG analyzed the initial survey results. More information about the Survey can be found in [Chapter 1](#).

Overall, the CSWG drew several conclusions from the community conversations and Survey results, including that there is economic insecurity in multiple pockets of the community and that economic

situations are very diverse depending on the geographic location within the County. Many participants stated that most economic inequality was related to issues of racism, classism, and poverty and that, specifically, there is a lack of visibility of women of color in our community. Based on this, a series of recommendations emerged for further exploration by the CSWG:

- To provide mentorship to girls and women across the lifespan;
- To promote accessibility of information for community members;
- To increase transportation options;
- To increase affordable childcare options;
- To provide support for women caregivers;
- To provide support to women seeking work, including entrepreneurs; and
- To continue to host community conversations.

See [Appendix E](#) for a full summary of the public hearing data which provides rich insight in to the experiences of the women and girls locally.

Poverty Simulation

According to the U.S. Census Bureau, women and girls make up 52% of Leon County's population; this population has a 23% poverty rate, seven percent higher than the entire state¹⁶. In an effort to highlight this impact of this staggering local statistic, the CSWG partnered with the United Way of the Big Bend to host a poverty simulation in February 2015. The purpose of the poverty simulation was to provide insight into what a month in the life of those living in poverty might feel like. Program participants consisted of local elected officials; representatives from public, private, and nonprofit organizations; college students; and community members. With over 100 attendees, participants were grouped into one of several simulated families trying to survive on a limited household income. Over the course of the simulation, families had to make decisions as they navigated work, school, social services, and life's everyday challenges, such as poor health, layoffs, or being a victim of a crime.

The poverty simulation was one of the CSWG's major efforts to bring community members and local leaders together to further explore and develop solutions to address this important issue of economic security for women and girls. The City of Tallahassee's television station, WCOT, produced a segment on the event, which is available to watch [online](#).¹⁷

Speakers Bureau

A CSWG Speakers Bureau was established to spread community awareness about the existence and work of the CSWG. A Power Point presentation about the CSWG's work has been developed and can be modified for specific groups and their interests. Any Commissioner can participate in such community presentations.

¹⁶ U.S. Census Bureau (2012). Dataset: 2012 ACS 1-year estimates. Demographic and Housing Estimates. Data ID: CP05

¹⁷ <https://www.youtube.com/watch?v=xMmAEodqZ0w&feature=youtu.be>

Stakeholder Meeting on Entrepreneurship and Low-Income Women

On August 28, 2015, the CSWG facilitated a meeting among community stakeholders who work in areas such as: supporting and encouraging entrepreneurship, workforce development, serving individuals with low-incomes, or serving women. The goal behind this meeting was to foster collaboration and discussion around the idea of supporting entrepreneurship among women with low-incomes in our community. Based on discussion at this meeting, the CSWG plans to hold at least one additional meeting, where stakeholders will assist in creating a map of the current infrastructure for low-income women potentially interested in becoming entrepreneurs. By doing this, the CSWG will help identify service gaps and assist stakeholders in brainstorming ways to work together to fill gaps and increase coordination to serve this population of women.

Community Awareness Event

On September 17, 2015, the CSWG hosted an event about bridges to economic security for women, highlighting three focus areas: education, employment, and entrepreneurship.

Four panelists representing various sectors of the community participated in the “Lunch and Learn” which was held at The Lively Café at St. John’s Episcopal Church. In an effort to enhance the conversation and make the event meaningful to participants, additional local women who are leaders in the community volunteered to serve as table moderators to engage the attendees in discussion of the topic. These women were selected because the CSWG believed that they have unique experiences and stories to share, as well as the capacity to facilitate meaningful dialogue among attendees. Participants were able to converse with their moderator and each other, either by following a list of questions or allowing the conversation to flow naturally. Over 100 individuals in the Tallahassee and Leon County community participated in the event and engaged in discussions related to building economic security for women and girls in our community.

Summary

The CEC connected with the public to understand the economic concerns facing women and girls in the community. Because of the aforementioned events and outreach strategies, the CEC was able to hear from those who experience economic insecurity issues every day. This assisted in formulating the 2014-2015 CSWG’s three overarching recommendations for the year, which aim to offer targeted solutions to several of the challenges reported by women in the community.

Chapter 3: Sexual Assault Policy Group

Chapter 3: Sexual Assault Policy Group

Commissioners Serving on the Sexual Assault Policy Group (SAPG)

Dr. Ada Puryear Burnette	Gail Dixon
Mildred Hall	Stephanie Land
Jessica Lowe-Minor, Chair	Cecile Reynaud

Introduction

In early 2014, the Tallahassee/Leon County community was engaging in an important conversation about sexual violence, specifically how cases of sexual violence are addressed. When the new Commission year began in May 2014, Commissioners agreed that the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) should be a part of this important conversation, leading to the creation of an ad hoc CSWG Committee: the Sexual Assault Policy Group (SAPG).

Commissioners serving on the SAPG invited local community members with expertise in the area of sexual violence to attend the SAPG meetings and contribute to the work of the Group. These community contributors assisted Commissioners in carrying out a three-phase research process:

1. "Conduct fact-finding to determine what local policies, procedures, and services related to sexual assault were currently in place;
2. Determine what models are considered national 'best practices'; and
3. Develop recommendations that would assist the community in improving its response and prevention efforts."¹⁸

This process was implemented for six distinct categories related to sexual violence: prevention, medical care, follow up, school and workplace response, investigation and prosecution, and interagency collaboration.

Sexual Assault Policy Group Community Contributors

Anna Benbrook, FSU Health Promotion, Sexual Health Educator
Jennifer Gagen, FSU Victim Advocate Program, Associate Director
Julia Kamm-Cohen, Refuge House, SART and Youth Services Coordinator
Natalie Kato, Human Rights Watch, US Southern State Policy Advocate
Sara LaTorre, Tallahassee Police Department, Victim Advocate
Theresa Prichard, Florida Council Against Sexual Violence, Director of Advocacy/LAV Project Director
Kori Pruett, FSU Health Promotion, Sexual Violence Prevention Coordinator
Rose Rezaei, FSU Health Promotion, Assistant Director

¹⁸ Tallahassee/Leon County Commission on the Status of Women and Girls [CSWG]. (2015). *Report on sexual violence response in Tallahassee/Leon County: Executive summary*. Retrieved August 5, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/SAPG_Executive-Summary-for-Distribution.pdf.

Tanya Tatum, FAMU Student Health Services, Director

In addition to regular community contributors, several other members of the community helped to make the *Report on Sexual Violence Response in Tallahassee/Leon County* possible. Those individuals are Sergeant Joanna Baldwin, Cici Battle, Lorena Vollrath-Bueno, Micheala Denny, Crystal Kelly, Dominique Mack, Laura MacKinnon, Emily Mitchem, Susan Parmalee, Helene Potlock, Dr. Danette Saylor, Robin Hassler Thompson, Erin VanSickle, and Gwen Williams.

Summary of Findings

To provide the most comprehensive reporting of sexual violence response in the community, the SAPG and its community contributors contacted over 50 stakeholders, who provided information about their individual agencies and verified the findings. What the SAPG found is that while there are areas of response that could be strengthened, the local community is already engaging in efforts to improve services for victims of sexual violence. For those perceived areas of improvement, the SAPG made three recommendations:¹⁹

1. “Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.
2. Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.
3. The local community should work to implement a community-wide awareness program focusing on bystander intervention.”

The [full report](#),²⁰ *Report on Sexual Violence Response in Tallahassee/Leon County*, as well as its [executive summary](#)²¹, are available online.

Press Conference

On June 22, 2015, the SAPG hosted a press conference for the release of the *Report on Sexual Violence Response in Tallahassee/Leon County*, in conjunction with Tallahassee Memorial HealthCare. The conference served the dual purpose of introducing the *Report* to the community and unveiling the location of the new Refuge House SANE²² facility, a stand-alone facility on the

¹⁹ Ibid.

²⁰ Tallahassee/Leon County Commission on the Status of Women and Girls [CSWG]. (2015). *Report on sexual violence response in Tallahassee/Leon County*. Retrieved August 5, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/SAPG_Final-Draft-for-Distribution.pdf

²¹ Tallahassee/Leon County Commission on the Status of Women and Girls [CSWG]. (2015). *Report on sexual violence response in Tallahassee/Leon County: Executive summary*. Retrieved August 5, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/SAPG_Executive-Summary-for-Distribution.pdf.

²² “SANE” is the acronym for “Sexual Assault Nurse Examiner.”

TMH campus that will provide more privacy for victims of sexual violence to receive forensic exams and medical care following an assault.

The press conference was well attended by community members and local leaders. The distinguished speakers included:

- Meg Baldwin, Executive Director, Refuge House
- Mark O'Bryant, CEO, Tallahassee Memorial HealthCare
- Deputy Chief Darrell Furuseth, Tallahassee Police Department
- Undersheriff Rob Swearingen, Leon County Sheriff's Office
- Deputy Assistant State Attorney Georgia Cappleman, Office of the State Attorney, 2nd Judicial Circuit
- Commissioner Bill Proctor, Vice-Chairman of the Leon County Board of County Commissioners
- Commissioner Nancy Miller, City of Tallahassee Commission

The CSWG would like to extend its sincere gratitude to Tallahassee Memorial HealthCare, and their public relations team in particular, for hosting the press conference. The CSWG is also very appreciative of the speakers and their supportive remarks.

Coverage of the Report on Sexual Violence Response in Tallahassee/Leon County

The CSWG is very pleased with the community response to the *Report*. Various news outlets covered the Report release and its contents, several of which are noted below:

- WTXL: [New Report on Sexual Violence in Tallahassee and Leon County](#)²³
- WTXL: [Tallahassee Committee Trying to Put End to Sexual Assault](#)²⁴
- FSUView: [Tallahassee Sexual Violence Report](#)²⁵
- Tallahassee Democrat: [Stakeholders Tackle Sexual Violence](#)²⁶
- Tallahassee Democrat: [Local Sexual Assault Report Shows Progress, Needs](#)²⁷
- WFSU-FM: [Commission Set to Implement Bystander Intervention Program](#)²⁸

²³Vaughn, M., & Jiwanmall, S. (2015, June 22). New report on sexual violence in Tallahassee and Leon County. WTXLTV. Retrieved from http://www.wtxl.com/news/new-report-on-sexual-violence-in-tallahassee-and-leon-county/article_bf592c2a-191d-11e5-83cf-6f6c6ade024f.html

²⁴Bulecza, J. (2015, July 20). Tallahassee committee trying to put end to sexual assault. WTXL TV. Retrieved August 5, 2015 from http://www.wtxl.com/news/tallahassee-committee-trying-to-put-end-to-sexual-assault/article_101ecc7a-2f2e-11e5-8af6-67941f5e8c7e.html

²⁵Zeballos, J. (2015, June 24). Tallahassee sexual violence report. FSUNews.com. Retrieved August 5, 2015 from <http://www.fsunews.com/story/news/2015/06/24/tpd-sexual-assault-report/29234001/>

²⁶Rossmann, S. (2015, June 22). Stakeholders tackle sexual violence. Tallahassee Democrat. Retrieved August 5, 2015 from <http://www.tallahassee.com/story/news/local/2015/06/22/stakeholders-tackle-sexual-violence/29136033/>

²⁷Lowe-Minor, J. (2015, June 23). Local sexual assault report shows progress, needs. Tallahassee Democrat. Retrieved August 5, 2015 from <http://www.tallahassee.com/story/opinion/2015/06/23/local-sexual-assault-report-shows-progress-needs/29172331/>

In addition to press coverage of the *Report on Sexual Violence Response in Tallahassee/Leon County*, the SAPG requested members of the community to use the social media hashtag #ItsOnUsTallahassee to promote the *Report* and keep this important conversation going strong.

Next Steps

The SAPG is invested in working with the community to see the aforementioned recommendations come to fruition. Currently, the SAPG is researching existing models of tracking sexual violence using common data indicators. In the future, the SAPG hopes to work with local stakeholders to determine the best feasible way to move forward with better tracking of local incidents of sexual violence. In addition, Commissioners plan to meet with local law enforcement agencies to follow up on their second recommendation and determine if, and how, the CSWG can assist or advocate for agencies willing to accept this recommendation. Finally, the CSWG collaborated with the Department of Health in Leon on a grant application in an attempt to obtain external funding to implement a community-wide bystander intervention program. While this grant proposal was not selected for funding, the CSWG remains committed to working in collaboration with local partners to support such an initiative in the future.

In addition to following up on the aforementioned recommendations, the SAPG is currently extending its research to produce an addendum to the original *Report on Sexual Violence Response in Tallahassee/Leon County*. The addendum will focus specifically on sexual violence and girls (ages 5-18). This addendum will follow a similar process as the initial *Report*.

²⁸ Editor. (2015, July 23). Commission set to implement bystander intervention program. *WFSU-FM*. Retrieved August 5, 2015 from <http://news.wfsu.org/post/commission-set-implement-bystander-intervention-program>

Chapter 4: Leon County Alliance for Girls

Chapter 4: Leon County Alliance for Girls

Commission Liaison and Chair of the Leon County Alliance for Girls (LCAG)

Jaye Ann Terry, CSWG Liaison to the Leon County Alliance for Girls

Lashawn Gordon, Chair of the Leon County Alliance for Girls (Community Member)

Introduction

In order to effectively serve girls, you must have passion, patience, and the courage to advocate for them.

~Lashawn Gordon, Chair, Leon County Alliance for Girls

Based on research and public hearings conducted by the 2012 CSWG, it became apparent to Commissioners that there was “little to no coordination between organizations that provide services to girls or even a shared knowledge of each other.”²⁹ The CSWG concluded that “it would be beneficial to the girls of Leon County if there was some kind of coordinated effort to understand their needs, reduce duplication of services, and highlight where gaps in services occur.”³⁰ Thus, the CSWG established the Girls Committee to convene a coalition of organizations that serve girls in our community. The ultimate goal of the group was to “increase the knowledge of available services to the organizations that are focused on serving girls as well as to increase networking and collaborative opportunities.”³¹ The Girls Committee served as a catalyst for the creation of the Girls Services Coalition, which held its inaugural meeting on March 26, 2013.³²

During the 2013-2014 CSWG year, the Girls Services Coalition consulted with a successful girls’ services coalition in Jacksonville to learn best practices, held several informative meetings, and expanded its mission to include identifying the most pressing issues facing girls in our community. More details can be found in the [CSWG’s 2013-2014 report](#).

During the 2014-2015 CSWG year, the Girls Services Coalition was renamed the Leon County Alliance for Girls (LCAG). Still under the auspices of the CSWG, the LCAG made significant strides to become autonomous and meet the goal of increasing networking and collaborative opportunities. This shift to independence began with a change in leadership structure to the LCAG, the intent of which was to empower girls’ services providers to ultimately take ownership of the LCAG. Lashawn Gordon, Program Director at PACE Center for Girls in Tallahassee, was appointed as the Chair of the LCAG, while CSWG Commissioner Jaye Ann Terry served as a liaison between the LCAG and the CSWG. Though the LCAG is now independent of the CSWG (see below), a CSWG Commissioner will continue to serve as a liaison between LCAG and CSWG.

²⁹ Tallahassee/Leon County Commission on the Status of Women and Girls. (2014). *A call to action: Improving the status of women and girls in Tallahassee/Leon County 2013-2014* (p. 93). Retrieved from http://tallahasseeleoncswg.com/wp-content/uploads/2014/06/A-Call-to-Action_PDF.pdf

³⁰ Ibid.

³¹ Ibid.

³² Ibid.

Mission and Vision Statement

In July 2015, the LCAG held a half-day strategic planning session to revise its mission and vision statements. On August 12, 2014, LCAG members unanimously voted to approve both statements.

The mission statement of the LCAG is as follows:

Fostering strong inter-agency collaboration with the ultimate goal of providing quality, diverse, gender-specific programs for girls.

The vision statement for the LCAG is as follows:

Leon County Alliance for Girls is dedicated to providing its members with opportunities for networking, education, and advocacy.

Summary of Activities

Beginning in September 2014, each monthly meeting of the LCAG was held at the venue of a member service provider. This was an effective way for members to gain in-depth knowledge of the services and resources offered by the various organizations. LCAG members provided training at several of these meetings. Some of the topics covered include sexual violence, infant mortality, and anti-bullying strategies. During the meetings, LCAG members reported on upcoming events and needs of their organizations so that other member agencies could provide support and resources when possible. For example, LCAG members distributed flyers and sent e-mails to promote the opening of Wisdom's Wellspring, a new organization that provides housing and other services for girls and young women ages 18-30.

The LCAG and the CSWG would like to acknowledge the following agencies for hosting LCAG meetings throughout the year:

PACE Center for Girls, September 2014
Big Brothers Big Sisters of the Big Bend, October 2014
Wisdom's Wellspring, November 2014
Whole Child Leon, December 2014
Palmer Munroe Teen Center, January 2015
Capital Area Healthy Start Coalition, February 2015
The Oasis Center for Women & Girls, March 2015
Ladies Learning to Lead, April 2015

The LCAG's goal for the coming year is to host a training and continuing education event concerning an issue affecting girls in our community.

Independence

On March 26, 2015, Chair Lashawn Gordon convened several of the regular members of the LCAG, as well as the CSWG Chair, Jessica Lowe-Minor, to discuss next steps for the LCAG. Based on this

meeting, and in consultation with Assistant County Attorney Dan Rigo, the CSWG decided by a unanimous vote that, as of April 10, 2015, the LCAG would operate independent of the CSWG. Specifically:

Only one Commissioner will serve as a liaison and attend Leon County Alliance for Girls meetings. The Commissioner liaison will provide a verbal report to the Commission on updates pertaining to the Leon County Alliance for Girls and solicit collective input from members of the Leon County Alliance for Girls when appropriate. The CSWG continues to believe in the mission, vision, and goals of the Leon County Alliance for Girls and will continue to partner with LCAG as a community stakeholder in the future.³³

As part of this ongoing collaboration, the CSWG “recognizes Oasis’ authority to continue to lend administrative support to LCAG on behalf of the CSWG at their discretion.”³⁴

List of Members/Agencies

The LCAG’s growth and journey to independence has been largely contingent on the participation of local girls’ services providers. Over the course of twelve meetings in the 2014-2015 year, the LCAG hosted 43 unique attendees. The following is a list of the individuals who attended the LCAG meetings and contributed to its growth and development:

Leon County Alliance for Girls Attendees

Courtney Atkins, Whole Child Leon	Amy Beleckas, The Oasis Center for Women and Girls (Oasis)
Marie Bryant, Whole Child Leon	Logan Byrd, Palmer Munroe Teen Center (PMTc)
Christina Chapman, Guardian ad Litem	Haley Cutler, Oasis
Felicia Dilbert, Refuge House	Nicole Evans, Big Brothers Big Sisters of the Big Bend (BBBS)
Monica Flowers, PMTC	Denee Glenn, Capital Area Healthy Start
Etheria Goosby, Oasis	Lashawn Gordon, PACE Center for Girls (PACE)
Glen Marie Hamilton, BBBS	Cynthia Hannifin, Student
Amy Harvey, Oasis	LaToya Jefferson, PMTC
Amy Jones, Girl Scouts of the Florida Panhandle	Julia Kamm-Cohen, Refuge House
Julienne Irwin, Communities in Schools at Leon County	Taryn Jackson, Dare to Dream Young Girls
Danielle Lentchner, Oasis	Annelise Mennicke, Oasis
Michelle Myers, Whole Child Leon	Kendra Moore, PMTC
Kara Olive-Hall, Community Member	Martha Olive-Hall, Former CSWG Commissioner

³³ Tallahassee/Leon County Commission on the Status of Women and Girls: Full Commission Meeting. (2015, April 10). *Meeting minutes*. Retrieved from the Tallahassee/Leon County Commission on the Status of Women and Girls.

³⁴ Ibid.

Kelly Otte, PACE	Kelly Parker, PACE
Reverend Alyce Parmer, Wisdom's Wellspring	Briana Pemberton, PMTC
Jessica Pinto, Refuge House	Demali Prince, PMTC
Manuela Queliz, PMTC	Roxanne Ruddock, BBBS
Felicia Stanley, Yep She Kan Creations	Lindsay Sternberg, Department of Juvenile Justice
Kristie Teal, BBBS	Brenda Thomas, PMTC
Samantha Vance, Ladies Learning to Lead	Minesha White, SoUnique
Shakira Wilkerson, Dare to Dream Young Girls	Candace Williams, Dare to Dream Young Girls
Kara Yancey, BBBS	

Special thanks to the representatives from the Palmer Munroe Teen Center, The Oasis Center for Women & Girls, PACE Center for Girls, Refuge House, Ladies Learning to Lead, Girls Scouts of the Florida Panhandle, Big Brothers Big Sisters of the Big Bend, Wisdom's Wellspring, and Whole Child Leon for their regular participation in the LCAG.

LCAG would also like to acknowledge CSWG Commissioners Dr. Ada Puryear Burnette, Stephanie Land, and Jessica Lowe-Minor for attending and contributing to various LCAG meetings throughout the year.

Chapter 5: Organizational and Bylaws Committee

Chapter 5: Organizational and Bylaws Committee

Commissioners Serving on the Organizational and Bylaws Committee

Gail Dixon	Dr. Roxanne Hughes
Jessica Lowe-Minor	Marion McGee
Dr. Jeanne O’Kon, Chair	Sara Saxner
Jaye Ann Terry	

Introduction

The Organizational and Bylaws Committee (OBC) serves to address organizational issues related to the CSWG as a whole and provide a way for Commissioners to discuss CSWG business outside of full CSWG meetings. This year, Chairs of the other CSWG Committees sat on the OBC, as well as one additional Commissioner, to shepherd changes in policies and procedures and organized events, among many accomplishments.

The OBC addressed a number of important issues for the CSWG during the 2014-2015 year. Some activities were addressed solely within the Committee, while others were organized and put forth for full CSWG consideration. The major actions taken by the OBC this year are outlined below.

Major Actions Taken by the Committee

Committee Structure

The CSWG Chair, who sits on the OBC, is responsible for determining the committee structure of the CSWG. This year, she established three ad hoc committees: the Community Engagement Committee (CEC), the Research & Development Committee (R&D) and the Sexual Assault Policy Group (SAPG). Additionally, the CSWG continued to liaise with the Leon County Alliance for Girls (LCAG), a coalition of girls’ services providers. Commissioners were assigned to at least one Committee based on their preferences.

The 2014-2015 OBC structure, in particular, has been very beneficial to the CSWG due to its membership being comprised of CSWG leadership. The CSWG Chair, Jessica Lowe-Minor, appointed one Commissioner, Dr. Jeanne O’Kon, to serve as OBC Chair. Additional CSWG leaders (i.e., CSWG Vice Chair and Committee Chairs) were asked to participate as OBC members as well. This resulted in an even number of Commissioners, so an at-large representative was also asked to serve in the event that any voting action resulted in a tie. The OBC members believe this structure assisted in the facilitation of improved collaboration between various Committees compared to years past, as Committee Chairs could serve as representatives for their respective Committees and effectively communicate with other leadership about the current happenings within each Committee.

New Commissioner Orientation

Commissioners newly appointed to the CSWG attended an orientation that provided them with an overview of the CSWG’s history, bylaws and enabling resolution, policies and procedures, and Commissioner expectations. Because the CSWG is subject to Florida Sunshine Laws, Public Records

Laws and Code of Ethics, Oasis staff provided a summary of the necessary requirements for all new Commissioners. New Commissioners also learned about Oasis' role in assisting the CSWG, and left orientation with an understanding of how the CSWG functions.

Hosting of Annual Retreat

An all-day retreat was held to allow Commissioners the opportunity to discuss major issues affecting women and girls in the Tallahassee/Leon County community as well as establish what the CSWG's priorities and goals would be for the 2014-2015 Commission year. In addition to helping the CSWG organize its work, the retreat provided an opportunity for team-building and fellowship among Commissioners, and was considered a great success by those who were able to attend.

Prioritization of CSWG Recommendations

The OBC examined notes from the CSWG's series of public hearings held in the local community and reviewed recommendations made by the CSWG in 2013-2014. Ultimately, the OBC set forth three recommendations which framed the work of the CSWG for the remainder of the year:

- Increase focus on employment opportunities for women, including entrepreneurship and resources for women seeking job skill development
- Enlarge public transportation service options to meet the needs of women and other low-income individuals to a greater degree
- Add funding through the Community Human Service Partnership to expand services for women, children, and other individuals who are economically insecure

Revision of Attendance Policy

A revised attendance policy, which includes a new point-based system and quarterly attendance updates, was developed for managing the attendance and absences of the Commissioners at both full CSWG and Committee meetings. The OBC reviewed examples from other City and County citizen's advisory committees to provide structure and guidance. Ultimately, the OBC developed a novel point-based system, wherein Commissioners accrue one point for each regularly scheduled full CSWG meeting missed and one-half point for each regularly scheduled Committee meeting missed. Any Commissioner who accrues five points within the current CSWG year is asked to resign from the CSWG. The Staff Liaison to the CSWG provides Commissioners with quarterly attendance updates detailing how many points Commissioners have accrued throughout the Commission year. The OBC considers this policy to reflect the high expectations the CSWG sets for its Commissioners so that high-quality work is produced in the most collaborative manner possible but also allows for the necessary flexibility for busy women to successfully serve on the CSWG. The Commissioner Agreement, a form signed by each CSWG Commissioner acknowledging the expectations of her role, was revised accordingly.

Election Procedures

The OBC completed a revision of the Election Procedures for new Commissioners. The election and appointment of new Commissioners will take place in September each year.

The OBC also revised the CSWG Bylaws to accurately reflect the election timeline, the terms, and the roles of the elected Chair and Vice Chair of the CSWG.

Establishment of a Nominating Committee

The OBC in partnership with the CSWG Chair established a Nominating Committee, to be chaired by the CSWG Vice Chair. The OBC appoints four additional Commissioners to serve as members. This Committee develops selection criteria and a rubric for evaluating the applications of potential CSWG Commissioners. The Committee reviews all applications to the CSWG and presents a short list of applicants for the CSWG's consideration. However, all CSWG Commissioners are welcome to review and recommend the appointment of any applicant.

Interest Meetings

This year, in addition to carrying out the aforementioned duties, the Nominating Committee hosted two information sessions for potential new applicants to the CSWG in Spring 2015. The Committee provided a packet to each attendee, which included information on the history of the CSWG; an explanation of the current CSWG structure; major documents of the CSWG (i.e., Enabling Resolution, Bylaws, Policies and Procedures, Commissioner Agreement); executive summaries of previously released CSWG reports; anticipated appointment action for the upcoming CSWG year (e.g., anticipated vacancies, appointing individuals and bodies); a list of the 2014-2015 CSWG recommendations; and a summary of what the 2014-2015 CSWG has accomplished. Staff and Commissioners were present at these meetings to answer questions from members of the public. The OBC intends to continue these information sessions on an annual basis, as its members agreed it is very valuable to potential applicants and allows current Commissioners to engage with said applicants.

Plan for Stakeholder Follow Up

The OBC began to develop a systematic plan for meeting with community stakeholders and following up to see that many of the recommendations made in the CSWG's previous annual reports are implemented. This is an ongoing effort, and the 2013-2014 report recommendations relating to the theme of "Building Bridges to Economic Security for Women and Girls" were prioritized as most important for the 2014-2015 CSWG year.

Aligning of Operating and Fiscal Year

The CSWG year start date was changed from May 1 to October 1 to align its operating and fiscal years. Accordingly, the Commissioner terms for this year were extended to align with the fiscal and operating year. The current Commissioner terms that were set to expire on April 30, 2015 were extended through September 30, 2015, with City and County approval.

Summary

The OBC continues to provide useful administrative infrastructure for the Commission, functioning in a manner that is similar to that of an Executive Committee. Final decision-making authority for all issues that come before the OBC rests with the full Commission or the CSWG Chair, depending on the nature of the issue.

During the 2014-2015 year, this Committee provided significant leadership in refining the Commission's internal operating processes, as well as in coordinating interaction with vital community stakeholders.

Chapter 6: Next Steps

Chapter 6: Next Steps

This year, the Tallahassee/Leon County Commission on the Status of Women and Girls chose to focus on two primary topics: economic security for women and girls and our community's response to sexual violence. In order to really make an impact in these critical areas, the CSWG concentrated its advocacy efforts around three major recommendations in each category.

In order to increase economic security for women and girls in Tallahassee/Leon County, the CSWG recommended the following:

- **Increase focus on employment opportunities for women, including entrepreneurship and resources for women seeking job skill development**
- **Enlarge public transportation service options to meet the needs of women and other low-income individuals to a greater degree**
- **Add funding through the Community Human Service Partnership (CHSP) to expand services for women, children, and other individuals who are economically insecure.**

It is exciting to report that great progress has been made in all of the above areas. The CSWG has held a number of events related to employment and entrepreneurship opportunities for women and girls, including a "Lunch and Learn" panel discussion featuring experts and advocates, as well as a stakeholder meeting attended by representatives from across the economic development and human services sectors. Additionally, CSWG members worked with StarMetro to develop and distribute a survey identifying barriers to ridership for local residents, and the CSWG helped collect over 400 responses. Finally, along with other engaged advocates from throughout the community, the CSWG played an active role in encouraging the Leon County Commission to increase its funding for CHSP from \$825,000/year to \$1,000,000. Additionally, the CSWG worked to encourage the Tallahassee City Commission to increase its support from approximately \$1,158,000/year to \$1,600,000. Although there is still a wide gap between the community's need and the funding available for CHSP, the local governments' increased investment will go a long way towards ensuring that all of the region's residents can access the critical health and human services they need.

In order to improve the community's response to incidences of sexual violence, the CSWG proposed the following recommendations:

- **Increase local law enforcement's' capacity to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations**

- **Examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence**
- **Work to implement a community-wide awareness program focusing on bystander intervention.**

As with its economic security recommendations, the Commission has seen a robust response to its suggestions for improved sexual violence response locally. Both Tallahassee Police Department and Florida State University Police Department have added specially-trained personnel, and there are plans to bring more even investigators online at TPD in the years ahead. Recently, the State Attorney's Office convened a task force of key stakeholders to develop a shared tracking system for sexual violence cases, and two local institutions -- Refuge House and Florida State University -- have received funding to implement bystander intervention training programs. These significant advancements underscore the community's commitment to improving its response to sexual violence, and the CSWG is proud to have contributed in a meaningful way this past year towards that shared goal.

Among the "next steps" that the Tallahassee/Leon County Commission on the Status of Women and Girls proposes are a continued commitment by the City of Tallahassee, Leon County, and other stakeholders to the implementation of the priority recommendations outlined above. While many of the items on the list have started to be addressed in some form or fashion, the complexity of these issues demands a "long-view" approach. Although it is tempting to look for quick fixes and then move on, the path to full parity for women and girls is a long and winding one. The CSWG is committed to walking that path for as long as it takes to ensure that women and girls in Tallahassee/Leon County are able to lead their best lives, free from gender-based violence and economic insecurity. The CSWG looks forward to working with community leaders, stakeholders and citizens for years to come to make Tallahassee/Leon County a better, more equitable community for all of its residents.

Appendices



Appendices

A: Copy of Economic Security Survey

B: Fact Sheets

B.1: CSWG Fact Sheet

B.2: CHSP Fact Sheet: General Information

B.3: CHSP Fact Sheet: City and County

B.4: Entrepreneurship and Women Fact Sheet

C: Copy of StarMetro Survey

D: Public Hearing Flyers

D.1: Flyer for Public Hearings 1-3

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E: Public Hearing Summary Document

F: Report on Sexual Violence Response in Tallahassee/Leon County Executive Summary

G: Published “My View”s/Letters to the Editor

G.1: *Tallahassee Democrat* “My View”: Identity Theft

G.2: *Tallahassee Democrat* “My View”: CHSP

G.3: *Tallahassee Democrat* “My View”: StarMetro Survey

G.4: *Tallahassee Democrat* “My View”: Sexual Assault Policy Group Report

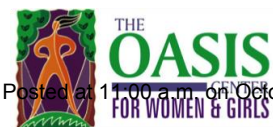
G.5: *Tallahassee Democrat* Letter to the Editor: Sexual Assault Interview Room

G.6: *Capital Outlook*: Sexual Assault Policy Group Report

H: CSWG Media Mentions

H.1: Articles about CSWG’s Work

H.2 : Media Mentions of the CSWG and Commissioners



Appendix A: Copy of Economic Security Survey

CSWG: Economic Security Survey

The Leon County/Tallahassee Commission on the Status of Women and Girls is seeking input from members of our community regarding the issues that affect women and children. Specifically we are interested in hearing about issues that women in our community might have with transportation, childcare, dependent care, housing, and/or earning a living wage. Your responses to the following survey will help us to understand what issues the city and county should prioritize over the next few years to address the needs of our community. Thank you in advance.

DEMOGRAPHICS

1. What is your gender identity?

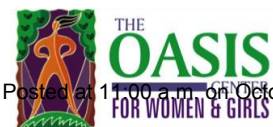
☐ Male ☐ Female ☐ Transgender
☐ Other (please specify) _____ ☐ Would rather not say

2. What is your race/ethnicity? Please check all that apply:

☐ African American/Black/Afro-Caribbean/African ☐ Hispanic/Latino/a
☐ Asian/Pacific Islander ☐ White/Caucasian
☐ Native American/Alaska Native ☐ Would rather not say
☐ Other (please specify) _____

3. What is your marital status?

☐ Single ☐ Married ☐ Committed Partnership



☐ Widowed ☐ Other (please specify) _____

4. What is your age (in years)?

years old

5. Which best describes highest level of education?

☐ Less than high school education ☐ GED
☐ High School Diploma ☐ 1-3 years of college, no degree
☐ Associate's Degree ☐ Bachelor's Degree
☐ Master's Degree ☐ Doctorate Degree
☐ Professional Degree (law, medicine)

6. Are you the sole caregiver for family members in your home?

☐ Yes ☐ No ☐ I do not have any family members in my home.

7. I live with my partner.

☐ Yes ☐ No ☐ Not Applicable

8. Are you a Veteran returning to the Workplace?

☐ Yes ☐ No

9. Which of the following best describes your employment status?

☐ Self-Employed ☐ Employed

☐ Unemployed ☐ Retired

10. Which of the following best describes your employment?

☐ Full time (40 hours per week) ☐ Multiple Jobs (more than 40 hours per week)

☐ Part time (less than 40 hours per week) ☐ Multiple Jobs (less than 40 hours per week)

☐ Not Applicable, I am not currently employed.

11. If you are not currently working, are you actively seeking employment now?

☐ Yes ☐ No ☐ Not Applicable

12. If you are currently seeking work, how long have you been looking?

☐ Less than 1 month ☐ 1-3 months

☐ 3-6 months ☐ 6-12 months

☐ More than 12 months ☐ Not Applicable

13. What is your annual household income?

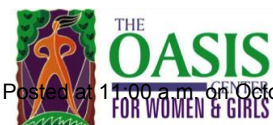
☐ Less than \$10,000 ☐ \$10,000 - \$20,000 ☐ \$20,000 - \$30,000

☐ \$30,000 - \$40,000 ☐ \$40,000 - \$50,000 ☐ \$50,000 - \$60,000

☐ \$70,000 - \$80,000 ☐ \$80,000 - \$90,000 ☐ \$90,000 - \$100,000

☐ More than \$100,000

14. What is your zip code?



ISSUES AFFECTING ECONOMIC SECURITY

15. Please indicate which of the following issues affect you by agreeing or disagreeing with each statement. (Circle one)

I do not have convenient and safe transportation to and from work and home.	Agree	Disagree	Not Applicable
---	-------	----------	----------------

My current income is not meeting my needs.	Agree	Disagree	Not Applicable
--	-------	----------	----------------

My current housing situation is structurally unsafe (e.g., physical problems with the home).	Agree	Disagree	Not Applicable
--	-------	----------	----------------

My partner makes me feel unsafe.	Agree	Disagree	Not Applicable
----------------------------------	-------	----------	----------------

I do not have quality childcare.	Agree	Disagree	Not Applicable
----------------------------------	-------	----------	----------------

I do not have affordable childcare.	Agree	Disagree	Not Applicable
-------------------------------------	-------	----------	----------------

I do not have childcare that fits my schedule.	Agree	Disagree	Not Applicable
I cannot find information on job trainings or job openings.	Agree	Disagree	Not Applicable
I do not have the training or skills needed for the job I would like.	Agree	Disagree	Not Applicable
I do not have the education needed for the job I would like.	Agree	Disagree	Not Applicable
I do not have affordable housing.	Agree	Disagree	Not Applicable
I do not have transportation.	Agree	Disagree	Not Applicable
I feel that others treat me poorly at work or in job interviews.	Agree	Disagree	Not Applicable

16. If you feel others are treating you poorly at work or in job interviews, please indicate why you think you are being treated poorly. (Check all that apply)

- ☐ My race or ethnicity
 ☐ My gender identity
☐ My age
 ☐ I have a mental or physical disability

☐ My sexual orientation ☐ My socioeconomic status/class
☐ Other (please specify) _____ ☐ I do not feel that I am being treated poorly.

TRANSPORTATION

17. If you have access to a vehicle, please complete the following:

17a. I share this vehicle with multiple people.

☐ Yes ☐ No

17b. This vehicle is reliable.

☐ Yes ☐ No

18. If you take public transportation, please complete the following:

18a. I use public transportation for most of my travel needs.

☐ Yes ☐ No

18b. Using public transportation from my neighborhood is convenient for me.

☐ Yes ☐ No

18c. I can easily use public transportation at all hours of the day?

☐ Yes ☐ No

19. If public transportation does not meet your needs, please indicate which of the following issues affect you by agreeing or disagreeing with each statement. (Circle one)

It does not run in my neighborhood.

Agree

Disagree

Unsure

It does not run at times that are convenient for my job.	Agree	Disagree	Unsure
--	-------	----------	--------

It is not reliable.	Agree	Disagree	Unsure
---------------------	-------	----------	--------

It requires too many bus changes.	Agree	Disagree	Unsure
-----------------------------------	-------	----------	--------

I do not feel safe.	Agree	Disagree	Unsure
---------------------	-------	----------	--------

I have a disability.	Agree	Disagree	Unsure
----------------------	-------	----------	--------

It is too expensive.	Agree	Disagree	Unsure
----------------------	-------	----------	--------

Other (please specify) _____

20. Please indicate which of the following would improve public transportation for you by agreeing or disagreeing with each statement. (Circle one)

Bus routes that connect my neighborhood to where I need to go	Agree	Disagree	Unsure
---	-------	----------	--------

More buses running at night	Agree	Disagree	Unsure
-----------------------------	-------	----------	--------

More buses running on	Agree	Disagree	Unsure
-----------------------	-------	----------	--------

weekends

Bus stops with covers/shelters	Agree	Disagree	Unsure
--------------------------------	-------	----------	--------

Safer bus stops	Agree	Disagree	Unsure
-----------------	-------	----------	--------

Other options besides buses	Agree	Disagree	Unsure
-----------------------------	-------	----------	--------

More bicycle lanes	Agree	Disagree	Unsure
--------------------	-------	----------	--------

Safer bicycle lanes	Agree	Disagree	Unsure
---------------------	-------	----------	--------

Other (please specify) _____

LIVING WAGE

21. My current household income meets my basic needs.

☐ Yes ☐ No ☐ Not applicable

22. My current household income allows me to save money for the future.

☐ Yes ☐ No ☐ Not applicable

23. Which of the following would improve your current economic situation? (Check all that apply)

___Access to affordable education ___Access to affordable training/workshops
___Access to affordable childcare ___Access to affordable dependent care
___Access to affordable housing ___Other (please specify) _____

24. If education or training would improve your current economic situation, please indicate which of the following prevents you from taking part in it by agreeing or disagreeing with each statement. (Circle one)

I do not know how to find information on opportunities. Agree Disagree Not Applicable

I do not have transportation to opportunities. Agree Disagree Not Applicable

I do not have support from my current employer. Agree Disagree Not Applicable

I do not have childcare during educational opportunities. Agree Disagree Not Applicable

I do not have childcare during training opportunities. Agree Disagree Not Applicable

I am not interested in participating in education or training. Agree Disagree Not Applicable

I do not have the money for educational opportunities.	Agree	Disagree	Not Applicable
--	-------	----------	----------------

I do not have the money for training opportunities.	Agree	Disagree	Not Applicable
---	-------	----------	----------------

I do not have access to technology (smart phone, computer, Internet, etc.)	Agree	Disagree	Not Applicable
--	-------	----------	----------------

Other (please specify) _____

25. Which of the following would improve your ability to further your education through training or school?

<input type="checkbox"/> Scholarships or grants	<input type="checkbox"/> Affordable and convenient childcare
<input type="checkbox"/> Internet access for online classes	<input type="checkbox"/> More flexible (evening/online) programs
<input type="checkbox"/> Other (please specify) _____	

HOUSING

26. Which of the following best describes your current housing situation?

<input type="checkbox"/> I own my home.	<input type="checkbox"/> I rent my home.
---	--

___ I stay with friends or family. ___ I do not have housing.

27. How many people reside with you?

___ 0 ___ 1 ___ 2 ___ 3 ___ 4 ___ 5 or more

28. How many individuals who reside with you are less than 18 years of age?

___ 0 ___ 1 ___ 2 ___ 3 ___ 4 or more

29. What percentage of your income is spent on rent or mortgage payments?

___ Less than 39% ___ 40-54% ___ 55-84%

___ 85-99% ___ 100%

30. Please indicate whether you agree or disagree with each of the following statements.

I do not feel safe in my
current housing situation
because of the physical
conditions of the
structure (apartment,
home, shelter, etc.)

Agree

Disagree

I do not feel safe in my
current housing situation
because of the
neighborhood.

Agree

Disagree

I do not feel safe in my
current housing situation

Agree

Disagree

because of individuals in
my life.

I cannot find affordable housing.	Agree	Disagree
--------------------------------------	-------	----------

I cannot find affordable housing that is convenient to either my job or transportation to my job.	Agree	Disagree
---	-------	----------

CHILDCARE AND DEPENDENT CARE

31. If you have one or more children, please indicate whether you agree or disagree with the following statements.

I can find quality childcare.	Agree	Disagree	Not Applicable
----------------------------------	-------	----------	----------------

I can afford quality childcare.	Agree	Disagree	Not Applicable
------------------------------------	-------	----------	----------------

I can find quality, affordable childcare that fits my work schedule.	Agree	Disagree	Not Applicable
--	-------	----------	----------------

I can find quality,	Agree	Disagree	Not Applicable
---------------------	-------	----------	----------------

affordable childcare that
is close to my job.

Convenient transportation would improve my experience with childcare.	Agree	Disagree	Not Applicable
--	-------	----------	----------------

Quality, affordable childcare that is available close to work would improve my experience with childcare.	Agree	Disagree	Not Applicable
---	-------	----------	----------------

Accessible information on quality, affordable childcare programs would improve my experience with childcare.	Agree	Disagree	Not Applicable
---	-------	----------	----------------

32. If you have at least one child, are you supposed to receive child support?

☐ Yes ☐ No ☐ I do not have any children.

33. If you are supposed to receive child support, do you receive it regularly?

☐ Yes ☐ No

☐ I do not have any children or I am not supposed to receive child support.

34. If you care for an adult who is a dependent, please indicate whether you agree or disagree with the following statements.

I can find quality dependent care.	Agree	Disagree	Not Applicable
I can afford quality dependent care.	Agree	Disagree	Not Applicable
I can find quality, affordable dependent care that fits my work schedule.	Agree	Disagree	Not Applicable
I can find quality, affordable dependent care that is close to my job.	Agree	Disagree	Not Applicable
Convenient transportation would improve my experience with dependent care.	Agree	Disagree	Not Applicable
Quality, affordable dependent care that is available close to work would improve my experience with dependent care.	Agree	Disagree	Not Applicable
Accessible information on quality, affordable dependent care programs would improve my experience with	Agree	Disagree	Not Applicable

dependent care.

Thank you for taking the time to share your feedback. Your input will help us identify areas for improvement for economic security for women and girls who reside in the Tallahassee area.

Appendix B: Fact Sheets

Appendix B.1: CSWG Fact Sheet

The Tallahassee/Leon County Commission on the Status of Women and Girls

In an effort to address community-wide issues facing women and girls, the Leon County Commission on the Status of Women and Girls was formed in 2011. In 2013, the City of Tallahassee proudly joined the County to create the current Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG). The Oasis Center for Women & Girls provides staffing and administrative support for our work.

Our Mission

To promote awareness of issues pertaining to women and girls in Tallahassee and Leon County and to serve in an advisory role, providing input to the City and County Commissions as needed.

What We Do

Our 21-member body spent the first 18 months gathering data on the status of women and girls in Tallahassee and Leon County. We published a landmark report establishing the current status of women and girls locally across a variety of issues such as crime and justice, economic security, education, health, and leadership. Our second report made recommendations to improve the status of women and girls in our community. We are continuing to work with stakeholders and engage with the community in order to address issues that affect women and girls in our area.

How to Get Involved

- ✓ **Apply to join the Commission.** The CSWG commission year begins October 1st each year. Fourteen appointments are made by the City and County Commissioners and the remaining 7 appointments are made by the CSWG. For more information on the application process, please go to: <http://tallahasseeleoncswg.com/join-the-commission/>
- ✓ **Volunteer** by serving on a committee as a non-voting member or helping with special events
- ✓ **Invite us to speak** about the role of the Commission in our local community

What We Have Achieved

- ✓ **2012:** Produced a landmark report on the status of women and girls in our community (<http://tallahasseeleoncswg.com/research-publications/>)
- ✓ **2013:** Summit on Women in the Workplace
- ✓ **2013:** Provided technical assistance which led to adoption of model policies responding to domestic violence, sexual violence and stalking in the workplace by Leon County, City of Tallahassee and Tallahassee Community College
- ✓ **2013:** Published a report detailing community-wide recommendations to improve the status of women and girls
- ✓ **2012/2013:** Served as catalyst for the creation of the Leon County Alliance for Girls
- ✓ **2012-2015:** Hosted a series of public hearings to gather citizens' feedback about concerns facing women and girls
- ✓ **2015:** Hosted a poverty simulation for community members and stakeholders
- ✓ **2015:** Released a report on the sexual violence response on our community ([#ItsOnUsTallahassee](#))
- ✓ **2015:** Worked with StarMetro to gather data to determine public transportation concerns for women and girls

For more information, please contact:
The Oasis Center for Women and Girls, 317 E. Call Street, Tallahassee, FL 32301
Phone: 850-222-2747
Email: admin@tallahasseeleoncswg.com <http://www.tallahasseeleoncswg.com>

Appendix B.2: CHSP Fact Sheet: General Information

THE TALLAHASSEE/LEON COUNTY COMMISSION ON THE STATUS OF WOMEN AND GIRLS

COMMUNITY HUMAN SERVICE PARTNERSHIP 2015 FACT SHEET

WHAT IS CHSP?

The *Community Human Service Partnership* (CHSP) is an innovative collaboration between Leon County, the City of Tallahassee, and the United Way of the Big Bend. It was established to most effectively distribute community funds for human services. CHSP was first implemented in 1997. Prior to the development of the CHSP funding distribution process, the City of Tallahassee, Leon County, and the United Way conducted separate grant review processes; consequently, local human service providers had to participate in three different processes.

- Partnership assures 100 percent of CHSP funds are allocated to areas of greatest need and opportunity, directly impacting client's in most difficult social and economic conditions.
- Nonprofit human service organizations submit rigorous funding applications.
- Volunteer citizen evaluation teams review each application, assessing each agency's proposal, to ensure the highest levels of integrity and objectivity in the award process.

WHY IS CHSP IMPORTANT?

- 23.2% of Leon County residents live below the poverty line, compared to the statewide average of 16.3%.
- 55% of children in school readiness programs in Leon County are eligible for free or reduced lunch.
- 58% of single women with children live in poverty in Leon County.

WHO BENEFITS?

CHSP funds a broad continuum of community need:

- children's services
- community support services
- services for persons with disabilities
- senior services
- substance abuse services
- youth recreation and character building services

WHAT'S AT STAKE?



- Not only is the level of CHSP insufficient, it is also unpredictable.
- Without sufficient and predictable funding, services across our community would be jeopardized.

CALL TO ACTION

Please ask your County or City Commissioner to increase funding for CHSP –
The health and well being of local women and girls depend on it!

County Commissioners: <http://cms.leoncountyfl.gov/Home/County-Commission/Meet-Your-Commissioners>

City Commissioners: <https://www.talgov.com/commission/commission-about.aspx>

CALL TO ACTION

For more information, you can contact the Commission's Staff Liaison at admin@tallahasseeleoncswg.com or
(850) 222-2747.

Appendix B.3: CHSP Fact Sheet: City and County

WHY CHSP MATTERS TO WOMEN AND GIRLS

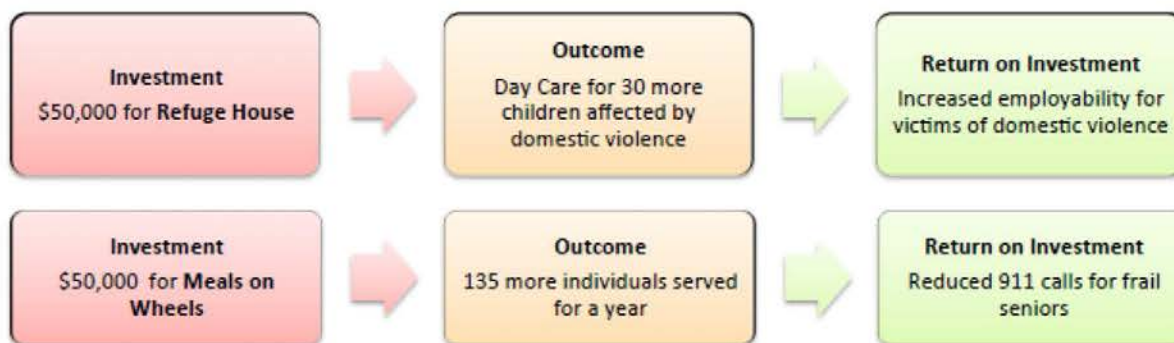
WHY IS CHSP IMPORTANT?	WHAT'S AT STAKE?
<ul style="list-style-type: none"> 23.2% of Leon County residents live below the poverty line, compared to the statewide average of 16.3%. 55% of children in school readiness programs in Leon County are eligible for free or reduced lunch. 58% of single women with children live in poverty in Leon County. 	<ul style="list-style-type: none"> Not only is the level of CHSP insufficient, it is also unpredictable. Without sufficient and predictable funding, services across our community would be jeopardized.



WHAT IS THE RETURN ON INVESTMENT?

One dollar spent on CHSP can save hundreds of dollars of City and County spending on jails, subsidized housing, and other social and economic assistance programs.





CALL TO ACTION

- Funding for CHSP should be increased to align with actual community need
- Establish a minimum annual level for CHSP to ensure stability and predictability for human services providers

For more information, e-mail the Commission Chair, Jessica Lowe-Minor, chair@tallahasseeleoncswg.com, or call The Oasis Center for Women & Girls, Inc., at 850-222-2747.

Appendix B.4: Women and Entrepreneurship Fact Sheet

Entrepreneurship and Women Tallahassee/Leon County Commission on the Status of Women and Girls Fact Sheet	
<p align="center">Current Landscape for Women in Entrepreneurship</p> <p>Between 1997 and 2014, when the number of women-owned businesses in the United States increased by 67.8%, the number of women-owned firms in the state of Florida increased by 75%. As of 2014, United States' women entrepreneurs own 9.1 million businesses, creating the fastest growing business segment in the nation. Research shows that an <i>increase of women in business leadership positions correlates with increased business returns and payout ratios</i> (Credit Suisse, 2014). While U.S. and Florida women are highly represented in the areas of entrepreneurship and small business ownership, there are significant issues that affect women disproportionately compared to their male counterparts.</p> <p>According to the most recent Census Bureau report (2007) Leon County falls below the national and Florida average for women's representation among business owners. In that same Census year, Leon County had 7,145 female-owned businesses (31.3% of all businesses), while 52.4% were male-owned and 16.2% were equally male-/female-owned. Nearly 17% of the female-owned businesses had paid employees (Census Bureau, 2007). <i>(Updated Census data for Leon County expected to be available in 2015).</i></p>	
<p align="center">Community Benefits: Economic Growth and Prosperity</p> <p>By addressing the gender gap in entrepreneurship, Leon County and Tallahassee stakeholders can unleash a wealth of ingenuity and creativity that can spark a new era of women entrepreneur-led economic growth and prosperity in our community.</p>	
<p>Issues Facing Women Entrepreneurs</p> <ul style="list-style-type: none"> ✓ Women-owned firms now account for 30% of all US enterprises, growing faster in number and employment than most. Despite this, women-owned firms have had lower sales, profits, and survival rates (American Express Open/Womenable, 2015). ✓ Women entrepreneurs need more business training, resources, and mentoring to survive and grow (Bishop, 2013; Kim, 2015; Laukhuf & Malone, 2015). ✓ Women face gender bias as entrepreneurs, making it harder to secure funding (Thébaud, 2015; Tinkler, et al., 2015). ✓ Women business owners have lower earnings than male business owners, making it more difficult for female caregivers to support their families (Marshall & Flaig, 2015). ✓ Research shows that self-employed people experience greater stress than those employed by others. Women are typically the sole owner of their business, which has negative implications for their overall health and stress levels (Cardon & Patel, 2015). ✓ Professional identity as an entrepreneur needs to be supported by networking and interacting with role models (Kim, 2015). 	<p>Special Considerations Needed</p> <p>Research provides insight for improving women's chances of successfully starting and maintaining their small businesses or entrepreneurial ventures.</p> <p>Addressing these considerations is important to meet the issues facing women entrepreneurs.</p> <p>Examples of considerations include:</p> <ul style="list-style-type: none"> ✓ Access to a diverse mentoring team of experts in public relations, marketing, funding, strategic planning, and leadership ✓ Opportunities to learn essential business skills ✓ Psychosocial support through networking and relationship-building experiences ✓ Advice on health, work, and family life balance ✓ Exposure to successful women entrepreneurs ✓ Education regarding best financial practices and strategic planning ✓ Connection to funding sources
<p>For information about the Tallahassee/Leon County Commission on the Status of Women and Girls contact: The Oasis Center for Women and Girls, 317 E. Call Street, Tallahassee, FL 32301 Phone: 850-222-2747 Email: admin@tallahasseeleoncswg.com www.tallahasseeleoncswg.com Like us on Facebook!</p>	

Appendix C: Copy of StarMetro Survey

What Can StarMetro Do for You?

StarMetro is collecting demographic data on its riders in an effort to improve its services to all members of the community. Your responses will help StarMetro to serve all areas of Leon County. Please provide the following items:

1. What is your home zip code?

2. What is your gender? (Circle One)

Male

Female

Transgender

Would Rather Not
Say

3. Which of the following best describes your use of StarMetro? (Check One)

___ StarMetro is my only source of transportation. [If checked, go to question 4.]

___ I use StarMetro for most of my transportation. [If checked, go to question 4.]

___ I use StarMetro for half of my transportation. [If checked, go to question 4.]

___ I rarely use StarMetro. [If checked, go to question 7.]

___ I never use Star Metro. [If checked, go to question 7.]

4. How do you use StarMetro? Check all that apply.

- ☐ To get to my job
- ☐ To get to my own K-12 school
- ☐ To get to my college or university
- ☐ To take my child (children) to school or activities
- ☐ To take my dependent (older child or adult) to activities or programs
- ☐ Other (Please specify) _____

5. Which route(s) do you use to access the above activities you selected?

**6. Does StarMetro meet your needs in accessing the above activities you selected?
(Circle One)**

Yes


No

7. Based on the uses of StarMetro that you mentioned above, what specific improvement would you like to see made to the StarMetro system? (Please provide specific information such as route names, safety concerns, and/or times to better address the issue.

Appendix D: Public Hearing Flyers

Appendix D.1: Flyer for Public Hearings 1-3

The Tallahassee/Leon County Commission on the Status of Women and Girls
is holding
Public Hearings on Financial Concerns Experienced by Women and Girls



About the Public Hearings

The focus of the 2014-2015 Tallahassee/Leon County Commission on the Status of Women and Girls is "building bridges to economic security" for women and girls in our community. The Commission has identified housing, transportation, childcare, and income to be several of the factors that impact economic security.

We welcome you to participate in public hearings to share your input on women's economic security in your community and the upcoming initiatives of the Commission.

Refreshments will be served. Children are welcome to attend.



Visit <http://www.theoasiscenter.net/2.html> to learn more about the Commission and to download their 2012 and 2013-2014 Reports. If you do not have Internet access, you can obtain a copy of the report by contacting the Staff Liaison.

Tuesday, September 16 - 6 p.m.
Woodville Community Center
8000 Old Woodville Rd.

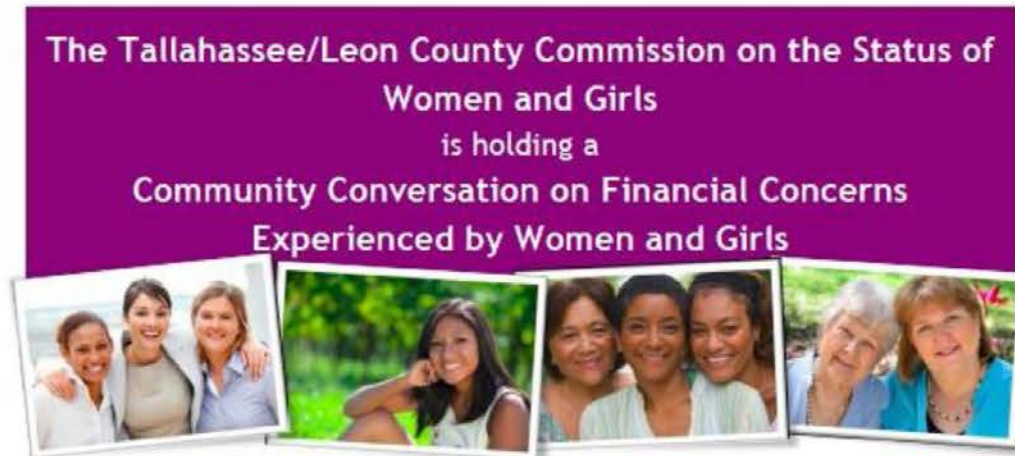
Thursday, October 2 - 6 p.m.
Jack McLean Community Center
700 Paul Russell Rd.

Monday, October 6 - 12 p.m.
LeRoy Collins Main Library
200 W. Park Ave.

For more information, contact the Commission's Staff Liaison:
Lisa Langenderfer-Magruder
lisa.oasis@comcast.net
(850) 222-2747



Appendix D.2: Flyer for Public Hearing 4



About the Conversation

The focus of the 2014-2015 Tallahassee/Leon County Commission on the Status of Women and Girls is "building bridges to economic security" for women and girls in our community. The Commission has identified housing, transportation, childcare, and income to be several of the factors that impact economic security.

We welcome you to participate in the conversation to share your input on women's economic security in your community and the upcoming initiatives of the Commission.

Visit <http://www.theoasiscenter.net/2.html> to learn more about the Commission and to download their 2012 and 2013-2014 Reports. If you do not have Internet access, you can obtain a copy of the report by contacting the Staff Liaison.

Monday, November 24 - 11 a.m.

Tallahassee Senior Center
1400 N. Monroe St.

Refreshments will be served.
Children are welcome to attend.

For more information, contact the
Commission's Staff Liaison:

Lisa Langenderfer-Magruder

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Appendix E: Public Hearing Summary Document

Financial Concerns Faced by Women and Girls: A Summary of Community Conversations

Tallahassee/Leon County Commission on the Status of Women and Girls | December 2014

Introduction

In the Fall of 2014, the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) hosted a series of public conversations with community members from various parts of Leon County. Conversations took place at the Woodville Community Center, the Jack McLean Community Center, the LeRoy Collins Main Library, and the Tallahassee Senior Center. Through small group conversations, Commissioners were able to hear the voices of women in our community regarding their financial concerns. The CSWG has summarized the findings of these conversations and highlighted the top concerns discussed at these events. This is, of course, not an exhaustive list of the numerous economic challenges women face, but it does represent many of the top concerns of expressed by those who attended the community conversations.

Participants

In addition to CSWG Commissioners, The Oasis Center for Women & Girls staff, and notetakers, over 50 attendees participated in at least one of the community conversations. Attendees represented a diverse range of citizens, the overwhelming majority of whom are women.

The first public hearing, held at the Woodville Community Center, was structured differently than the latter three community conversations. With only four community participants in Woodville, the CSWG hosted one conversation among all Commissioners and attendees. Based on feedback received from those participants, Commissioners restructured the remaining public hearings to be small group conversations. This strategy proved beneficial as the remaining three conversations were well attended and the small group format provided attendees more opportunity to voice their experiences and concerns regarding economic security.

Disparities in Leon County/Tallahassee

Before exploring the financial concerns facing women and girls in our community, it is important to note that many attendees discussed the great economic diversity within our community. Attendees noted that there is economic insecurity in “pockets” of the community and that economic situations are very diverse depending on the geographic location within Leon County. While several participants cited economic inequality of the sexes, many more discussed the associations between racism, classism, and poverty. Moreover, a lack of visibility of women of color was noted. Knowing that financial concerns may differ by not only geographic location, but individual circumstance, the following are common concerns shared by women in four areas of Leon County.

What is *Economic Security*?

Prior to discussing the specific financial concerns experienced by women and girls in the community, Commissioners asked attendees to share what they associate with the term “economic security.” Some spoke about societal issues such as the “feminization of poverty” and equal pay, though most spoke about what entails economic security. Specifics include the ability to meet one’s basic needs, childcare, savings in case of emergency, and access to resources. The following is a list of some of the responses of attendees:

- “Financial stability”
- “Hope and prospects”
- Ability to “support themselves”
- “Being able to meet basic needs, have reliable childcare, and accumulate savings”
- “Not just getting by, but also having a safety net in the form of savings”
- “Being able to have resources”
- “Ability to be empowered with finances or knowledge to become financially secure”
- “Pay for your choice of lifestyle”
- “Affordable childcare”
- “Reliable employment, transportation to employment, and being financially secure”
- “Resources available in time of need”
- “The ability to have movement in life...and having enough money to get out of a hole.”
- “Being able to manage your household with whatever income you make and family it is comprised of”
- “The ability to have aspirations”
- “Being able to have security beyond just the paycheck to paycheck”
- “...includes health. Basic health.”
- “It’s not just food. It’s ability to afford quality food.”
- “Having networks to fill the gaps”
- “Having the education that you need to be successful, having the stash to be financially secure, having financial independence beyond just your most basic needs”
- “Having enough money to live on and having something on the side to live with and enjoy”
- “Housing, first and foremost. Everything else is secondary.”
- “That we have enough money and finances to take care of ourselves”

Regardless of what encompasses economic security, it is clear from what the attendees shared that financial concerns are woven throughout women’s lives. In the words of one attendee, “Economic stability is an umbrella over all. Economic stability affects every area of life.”

Economic Concerns Faced by Women and Girls in Our Community

Economic Uncertainty Throughout the Lifespan

From K-12 education to retirement, concerns related to economic security are apparent throughout the lifespan for local women, particularly during times of role transition. Women in our community shared their concerns outlined below.

K-12 Education: Issues Facing Girls

Disparities in Education. Several attendees shared that education, and disparities in education in particular, was their top economic concern. Women shared personal stories of racial and gender discrimination in education that highlighted the diversity in educational experiences in K-12, including “favoritism for certain students.” Disparities are system-wide according to Lashawn Gordon, Program Director at PACE Center for Girls, who stated, “There are ‘privileged’ and ‘non-privileged’ areas, and students in more ‘privileged’ areas get more access to resources. You have poor schools, middle-class schools, and schools that have more.” Community members appear to concur that education is likely affecting our youth disproportionately. One attendee shared that, in a study she helped to conduct, “99% of girls expelled from public school are Black.”

Other individuals talked about how important education is to alleviating poverty and how a lack of education can lead to economic uncertainty. One woman said, “Many women are uneducated and have a lot of barriers. It closes a lot of doors, and the ‘closed doors’ can persist for years.” The intersection of race, class, and gender as it impacts the educational and, eventually employment, paths of girls is highlighted by Kelly Otte, Executive Director of PACE Center for Girls:

Racism leads to poverty, which leads to hopelessness, which influences behavior. These girls suffer from institutionalized helplessness...[PACE] help[s] them break out of this mindset, but the doors that open tend to be in fast food, childcare, nursing (as CNAs), and other really low paying jobs.

Lack of Programming for Girls. Girls may be particularly at risk for falling behind in education and extracurricular activities due to lack of programming specific to girls. One participant described programs as “boy-centered with girls invited.” As it turns out, sometimes girls are not invited. One woman shared her story:

In the case of my grandchildren, there was a [religious denomination] program, but they only offered programs for boys, so my granddaughter didn’t have a place to go. My grandson got to go two to three times per week, and it helped him a lot, but my granddaughter didn’t have anything. There was nothing regular that she could attend.

Even when programming is available, such as extracurricular activities, some parents and guardians cannot accommodate their girl’s participation. “[Parents] also can’t get to school, so schools label them as uncaring. [Girls] can’t do extracurricular activities because of [their parents’ or guardians’] jobs.” Another participant stated that, through her work in rural areas of the Florida panhandle, she has found that “families cannot put their daughters in Girl Scouts because they don’t have enough money for food or gas.” One participant summarized the issue by saying, “Right now, girls are falling through the cracks.”

Lack of Discussion About Various Post-High School Options. Attendees also shared their concern that high school students who do not plan to attend to college are not exposed to other career opportunities. One attendee stated, “We emphasize college so much. But young people who don’t go to college, for whatever reason, can still get employed in some places. More staff help is needed in many places.” Another attendee echoed this, saying, “In high school, they seem to only talk to students about the opportunities when you go to college, not if you aren’t going to college.” Kendra Moore, Director of the Palmer Munroe Teen Center, shared what she sees in her work with young women, stating, “Female teenagers between the ages of 17 and 21 in the transition period are trying to figure out the next part of their lives. Finding a job is an issue, and even more for teen parents.” She went on to share:

One young lady, who is 18, who is not in school, is having great difficulty getting housing and services. But if she had a child, she would qualify for many more services. How do you live off the money she makes currently in a part-time job?

From the Classroom to the Workplace: Transitioning after College Graduation

Student Loan Debt. As previously noted, the Leon County community is quite diverse and college campuses are no different. Many college students and recent college graduates discussed the continuum of economic insecurity to security seen in the student population, with some students relying on familial financial support and others on full-time jobs to pay for their education. Still others rely on student loans, which was indicated as a top economic concern for many students and recent graduates. Sentiments of “worry” and “fear” were shared when discussing the need to soon begin repayment on loans. One student described being “buried under piles of student debt” while another shared they are “going to have to take out a loan to pay student loans.” One college graduate describes her educational regret:

I had to start working immediately at age 18. I wasn’t eligible for Pell grants at first, so I racked up a lot of debt to get my education, and still wasn’t able to support myself. I regret getting my education because of the debt. It wasn’t worth it.

Fear of Limited Employment Prospects. In addition to student loans, attendees shared anticipated or experienced difficulties in obtaining employment after graduation. One master’s program graduate shared her frustration that internships and volunteer work do not count as experience necessary for many positions. She states, “It’s a catch-22. Employers want two plus years of specific experience in a specific field along with a master’s. How do they expect you to do both?” Another participant shared:

The cost of education is so high. When I lived in Orlando, people were having the hardest time finding jobs after they actually graduate[d]. They had to pick up minimum wage jobs at theme parks. I can only imagine the same thing happens in Tallahassee. I’m lucky enough to be hired at my internship, but I don’t know how often that happens for people.

“The Plight of the Single Woman is Sometimes Forgotten”

Many women who have neither a partner nor a child shared their feelings of being “forgotten.” The majority of attendees who shared these concerns expressed that there is a lack of resources for single women without children and that there is no incentive for *not* having children. In the words of one participant:

I don't have children so [I] can't qualify for Medicaid. Only way you can get it is for [a] twelve- month period when you are pregnant. I won't be able to afford market price health insurance. I cannot imagine not having insurance.

Another participant shared similar concerns for working women who do not have children:

They fall into a doughnut hole and become very financially insecure as a result. They can't find decent housing and can't afford reliable transportation. They don't have family to support them and no firm support from a particular source.

Others spoke about their dependency on partners for economic security, which will be discussed more comprehensively later. However, one woman shared that following the ending of a relationship she “wasn't ready for the bill of being single.”

Balancing Motherhood and Work

Planning Ahead for Problems. When it comes to motherhood, though several participants noted the effects teenage or unplanned pregnancies and single motherhood could have on a woman's economic security, most attendees spoke about the barriers women face in employment after becoming a mother. However, prior to even having children, women are worrying about their workplace maternity leave policies. One attendee said, “Everyone in my family assumes I'll get married. How will having a child affect my career? Will it prevent me from getting promoted at my job?” Another attendee shared:

I'm thinking about the future in regards to my career, and if I have a family, taking off leave. There's also the obligations of pregnancy, and whether that will affect my job security. There are laws to protect me, but the careers I aspire to might still be harmed if I have a family.”

Maternity Leave and the “Mommy Track.” Unfortunately, it does not appear that these worries are unfounded. Other women spoke about inadequate maternity leave policies. One attendee was interested to know how maternity policies differ by organization, particularly when organizations are made up of predominantly women. She states, “There are different gender-based jobs, and it would be interesting to see if they treat the issue of maternity differently. Do ‘women's jobs’ treat that differently?”

Following any leave, mothers continue to struggle as they return to the workplace, with many attendees sharing that they feel there is a burden on mothers in the workplace. One attendee shared that, when many moms return to work they feel “mom guilt.” Beyond the guilt, other attendees discussed the phenomenon of “mommy track[ing].” Commissioner R. Jai Gillum shared

that a woman she knows had to drop down to part time work at her workplace because she was on the “mommy track.” One participant shared that she believes there is a prejudice against women, stating that organizational leaders often think, “Why should we invest and train them when women are just going to get married and leave the organization to have a baby?” Another participant discussed a dichotomy of agency culture experiences with the birth of her two children while employed in two different settings:

My husband and I used to work at the same company. For the first child, I could use maternity leave, but my husband was not allowed to get paternity leave. This is discriminatory. He could still use family medical leave, but could not be paid. I could use accrued paid sick leave. How is this legal if we are both covered by the Family Medical Leave Act? In my current position, there is strong female leadership. This is great for the culture of the company, and well-rounded. I never dealt with personal discrimination for being pregnant; instead, it was celebrated.

Some women choose to leave the workforce to take care of their children for reasons other than financial ones, though returning to the workforce after a period of time presents new challenges:

I chose not to work and chose to stay home with my kids. I didn’t want anyone else to raise them. When my husband passed away, I had no childcare, but I couldn’t afford to not go back to work. It took me two years to get back into the labor force.

Ultimately, it appears from these participants’ stories that there needs to be a cultural shift in how we view and accommodate the needs of working mothers, and working parents generally.

Specific Needs of Older Adult Women

Transitioning into Retirement. Even women who put in a lifetime of work face economic insecurity, particularly as they reach the age in which many retire. Several participants shared their concerns about having enough money to get through retirement. Commissioner Gail Dixon shared that she had concerns about whether or not she could retire because her job did not have a pension plan. Additionally, she was too young to receive Medicare, so she would have to purchase private health insurance. A community member shared similar concerns, asking, “Will I be able to stay in my home on a fixed income because I am retired?” Still another attendee, a non-profit employee, shared her concern about the lack of retirement provisions through her employment. This would indicate that older adult women must have a certain amount of financial savings and assets if they want to retire. Without savings, federal retirement benefits may not be enough for many older adults to live on in retirement. Commissioner Ruth Nickens, who works with older adults at the Tallahassee Senior Center, spoke to what she sees in her clients’ lives, stating, “Social Security is not a living wage.”

Not unlike the “plight of the single woman” that many younger participants spoke to, many older adult women who do not have a partner face economic insecurity and a lack of adequate resources. One participant shared her story of her divorce as it related to Social Security:

If you were married and then divorced, your income is affected by that. Being a government employee, I couldn't even pay into Social Security. I had to pay into my own private retirement plan. Federal employees couldn't pay into Social Security until the 1980s. When I divorced, I couldn't get anything of my ex-husbands. I had to rely on myself.

For those older adult women who are interested in remaining in the workforce, options for employment can be limited. Job prospects are further reduced when technological barriers are in place. For example, Verna Brock, who assists library patrons at the Woodville library branch, notes that though many individuals who come to the library to use the computers have difficulty filling out online forms, older adults seem to have the greatest difficulty.

Housing Concerns of Older Adult Women. Though a need for more affordable housing options for seniors was mentioned, the primary concern expressed by older adult women is for nursing homes, and the cost and quality of nursing home care in particular. According to one attendee:

We are basically making older people homeless. Many people do not have family members to take care of them and, if they do, that is a big hardship for the family members. Medicare doesn't cover assisted living and nursing homes. I know that there is a process where you can try and get a room and then apply for Medicaid, but not everyone gets that.

This same participant went on to say, "Nursing homes are profit-seeking. They aren't concerned with the actual people who need to live there." Another participant shared her mother's experience in a nursing home facility:

...Before she died, she wanted to get out [of the skilled nursing facility] so badly because she wasn't being treated well in the facility. She begged and pleaded with me to take her home. She would have rather died at home instead of in the nursing home. Luckily, I was able to retire and take care of her.

Commissioner Dr. Ada Puryear Burnette shared that although upon first look things may seem "fine" in nursing home facilities, "there is a need to [have] better criteria for these facilities [and] the agencies that review them and certify them should be more strict." Another participant agreed, stating, "I think it is important that we have more frequent, unannounced visits to nursing homes and assisted living [facilities]."

Making Sacrifices to Make It Work

Regardless of which point in the lifespan girls and women are at, they often face difficult choices in order to provide for themselves and their families.

Obtaining an Education Alongside the Demands of Life

Many attendees spoke about difficult choices they have to make when trying to obtain an education due to competing demands. For example, one participant shared the personal sacrifices she made to put herself through school, saying, "I don't think there was any way to get to where I am except by hard work. I did a lot of manual labor, lived in slums, lived where people sell crack, and lived in my car." Still another student shared how she is sacrificing her preferred career path due to economic constraints:

Everyone is steering me towards a path that I do not necessarily want to pursue.
Now I am scared to do what I actually want to do. I cannot afford to do what I want to do because of student loans.

Attendees also shared the difficulty of balancing schoolwork and employment, with one attendee simply stating, "Schoolwork suffers when you work jobs while at school." In some instances, employers are not supportive attending school while working. In the words of one attendee:

I wanted to take time off to take a school test, but my boss said I was wasting my time and that I couldn't take this time off. My professor called my supervisor and I ended up taking the test and passed it. I wanted to move up the ladder.

Working Mothers and Caregivers: When the Paycheck Does Not Cover the Care

Many mothers and caregivers spoke about having to decide whether to stay in the workplace or stay at home with their child or adult dependent loved one. Mothers discussed the benefits and drawbacks of staying home to care for their children, noting that often times it is more cost effective to stay at home given the high costs of childcare. In fact, many attendees specifically discussed a need for both more and more affordable childcare options. Commissioner R. Jai Gillum shared that she knows many women who have had to quit their jobs until their children go to school because entire paychecks would have to be used to cover the cost of daycare if they went back to work. Still others spoke about women who rely on welfare because it provides more than a paycheck provides. One attendee shared that a woman known to her "was just offered a job, but couldn't afford to put her kids in daycare because she wasn't going to make more at the job than she would off of her welfare check." Another participant shared, "[Families] already have so much to provide for [and] in making these kinds of tradeoffs, you have to make hard decisions." She goes on to discuss how women more often than men give up their professional role to provide childcare:

What if she is more qualified in her work field? It is sad to see her ambition die. It is hard to get back to a place where you were prior to becoming a mom. [It's] sad to see women who are qualified and have drive not be able to pursue careers.

Those providing care to adults, such as a parent, had similar concerns as mothers, particularly when it comes to the cost of care. In the words of one participant, "With the income my mother was getting through my [deceased] father's social security, [it] wasn't enough for us to pursue additional resources." Like many working mothers, the cost of adult day care is so high that many adult dependent caregivers choose to leave their jobs and provide the care themselves. One participant stated, "What do you do when your mother is ill and you have to take care of her? Home health care

is very expensive. For any woman that has to take care of someone else, what do you do?" Another participant shared:

People have to give up their careers related to Alzheimer's, for example, because they cannot afford nursing homes or home health care. It is more cost effective for them to stay home. It is unfortunate that it happens, but it does happen a lot with children and with elders.

Another woman shared a similar story:

My mother is living with me and she has Alzheimer's. She did not save for retirement. I'm looking at having to put her in residential care due to her declining health, but it costs \$4,000 a month. There's a waitlist of three to five years for Medicare beds in Tallahassee.

Depending on Others for Security

Many attendees discussed having to sacrifice their independence in some way to remain economically secure, most often depending on parents or a partner, and in the case of some older adults, depending on younger relatives. In regard to dependence on parents, one current student simply stated, "I still need my parents to help me financially." Another student shared her concern over remaining dependent, saying, "My parents are helping me now when I need them, but when I graduate, will I be able to support myself? My friends have this concern too." This type of dependence does not just affect the dependent individual. In the words of one participant, "Helping your child through college while you are financially struggling can really have an impact, because you lose the opportunity to recover from your child-raising years."

More often than dependence on parents, participants spoke about dependence on a partner. One attendee shared her personal story of returning to a (nonviolent) partner so that her daughter could go to a better school; the attendee could not independently afford to live in the neighborhood where the school was located. Another attendee shared that her worry over economic security influences her decision-making when it comes to choosing a partner:

I look for someone who can provide me with security, [a] back-up plan. I need a safety net. [It] makes it hard for me to make personal and professional decisions because I am not sure that I can support myself.

Conversely, one woman spoke plainly about wanting to have security beyond a relationship, stating, "[Women] want to be economically secure, and to make sure that in the event of a divorce or a break up, we as women want to make sure that our needs are being met."

Still another woman, a widow, shared how her husband's life insurance policy provided economic security for her and her family, "I have four children and my husband died five years ago. He had life insurance; if he hadn't, my life would have been different."

Opportunities and Income: Other Issues Faced by Women in the Workplace

Lack of Jobs

As previously noted, many participants cited the need for more and better job opportunities and more on the job training. This is something that attendees in all stages of life face. One young woman spoke about a friend's experience finding employment after college in the engineering field:

[She]...is coming close to running out of money and has to take a lower-level job to earn money. She grew accustomed to having all-male classes and she expected some difficulty in getting placed in her field.

Others shared that "there aren't many opportunities" and that the community "need[s] more industry, more private sector business" to provide job options. Even women who are highly educated have limited options, as one participant, who holds a Ph.D., shares, "As an African American female, there aren't enough high paying jobs for my degree."

Inadequate Income

Many participants shared that they believe their income to be inadequate, particularly in comparison to men. One participant referring to the wage gap stated, "[Women] still make less than men. It's still the economic truth." Another participant shared her personal experience of wage inequality; despite having more extensive education and experience, as well as serving significantly more clients, she was paid \$20,000 less than her male successor.

Other women spoke about inadequate income more generally. One attendee shared that many state workers must take on additional jobs to earn an adequate living:

Most of my co-workers have to work more than one job to supplement where my state job does not allow me to cover my lifestyle, and I had to pick up additional jobs in order to make ends meet.

Another shared her disappointment in raises:

...if the cost of living goes up 10%, I will only get a raise of 3%. Although I've started getting annual raises since 2008, these raises get smaller every year. Even though my income goes up, I get poorer every year as the cost of living goes up."

Inequality in Leadership

In addition to the wage gap, attendees noted that there is inequality among the sexes in leadership, particularly when it comes to supervisory positions. One attendee shared, "In some agencies, many of the employees are female, but the supervisors are male." A student shared her concern of hitting the "glass ceiling" and worries about the upward mobility of her career. Specifically, she is concerned that "most of administrative staff at agencies are dominantly male." One attendee wants girls today to see a different picture than she saw, saying, "Young girls don't see enough women

leaders in the room, so having more women at the top will help younger women. We had to learn to adapt to a male-dominated workspace.”

Racial Discrimination

In the words of one participant, “We live in an area that doesn’t want to talk about race or poverty issues.” Commissioner R. Jai Gillum shared that “minorities typically have lower levels of education and fewer skills for jobs.” Another attendee shared specific racial and gender-based discrimination in hiring, stating, “At [restaurant chain], they have health insurance and better wages, but they hire mostly White employees. If they pay well, they don’t hire Black women.” Still another attendee, who shared her job-seeking struggles as a highly educated, African American woman, said, “Most organizations don’t need to hire more minorities.”

Even for women who are entrepreneurs, racism may impact business. One attendee spoke about racism in this context: “In Tallahassee, [racism is] definitely there. Being a business owner and being in those circles. It can be having a conversation, but you are not invited to the table.”

Recommendations

Given the predominant themes that emerged over the course of the community conversations, recommendations are presented for consideration.

Provide Mentorship to Girls and Women Across the Lifespan

Many attendees discussed the idea of promoting mentorship and role models, particularly showing girls that there are women in power. In the words of attendees:

- “Younger women need to be mentored, and they need the training to develop and be trained for future positions. Younger professional women can do a good job in the workplaces as well.”
- “Women who have been there, done that. I need support.”
- “We also need to have women in positions of power to whom other women can relate.”
- “We would have role models, and wouldn’t see these horrible conditions.”
- “People need a person that they could relate to. Seeing somebody that has gotten out of their struggles. You can’t come out [to] my house and talking about sending my kids to college when I am trying to figure out how to put food on the table tonight.”

Promote Accessibility of Information for Community Members

Attendees spoke of the need for better awareness of what resources already exist for a variety of needs (e.g., transportation, childcare, benefits). In addition, accessibility should be thoughtful and not make assumptions that all members of the community have access to the same means of communication (e.g., Internet). In the words of attendees:

- “Accessibility is key.”

- “How in the world do you find out about state programs for anything?...The community needs to do a better job of getting information out there to the community in a way that is not a flyer or e-mail that you may disregard.”
- “How do you apply for them? A lot of people trying to apply to services may not have Wi-Fi or Internet, not everybody knows about it.”
- In regard to entitlement of Social Security benefits following divorce: “If you are married ten years, I think you can get at least half of the spouse’s social security...Problem is some people don’t know this information so they don’t look into it.”

Increase Transportation Options

Attendees shared a variety of concerns related to transportation, with one participant stating, “No car, no go...You have to have a car in Tallahassee.” Buses were described as “unreliable” with the system having insufficient routes. One student shared that there is a lack of buses for students who live far from campus, leading to feeling unsafe when trying to return home at night. Discussion over transportation as it relates to childcare was particularly salient. Attendees noted that, for working parents who take the bus, they must make multiple stops to drop kids off and get to work. In addition, one attendee shared that most daycare is not on bus routes. A social worker shared, “I have a client who wakes up at 4:30 a.m. just to ride the bus to get her young boy to school on time. Luckily, there is a bus line close to where they live.” In the case of older adults, one woman said that, because she no longer has her driver’s license, she must rely on family to either take her to the grocery store or do her grocery shopping for her. At the Woodville conversation, a specific recommendation was made to provide a bus route to Woodville. In the words of participants:

- “It can take three hours for a person to get to work” using the bus system
- “If a woman can’t afford to pay for gas to drive a car, the time and inconvenience trade-offs you have to make to ride the bus are huge and really more expensive.”
- Offer “a summer bus program for K-12”
- “We should talk more about how we can get more students and young people to ride the bus.”
- “Transportation in Tallahassee sucks. It is too decentralized. It takes people twice as long to get to places. When all of the buses came to one spot it was better. You have to budget more time to get to places that are closer.”
- “I have noticed that bus stops used to have covers, but they don't have them now.”

Increase Affordable Childcare Options

Many attendees shared that the high cost of childcare is, at best, challenging, and, at worst, prohibitive. Some women spend entire paychecks on childcare, while others are forced to leave their job because they cannot afford it. In the words of participants:

- “Childcare close to home is impossible. I live in Wakulla County and work in Tallahassee, and there is nothing convenient for my schedule or location.”
- “I’m paying for childcare for two children, which is very expensive.”
- Commissioner Gillum: “My mother-in-law moved here, which is good, because otherwise my entire paycheck would have gone to pay for my babies.”

Provide Support For Women Caregivers

Whether talking about mothers or women taking care of adult dependents, community members would like to see more support for caregivers. Specifically, community members would like to see creative interventions to address changing employers’ minds about the “motherhood penalty.” Attendees also spoke about the need to provide general support for those taking care of aging parents as well as grandparents helping to raise their grandchildren. One participant suggested the school system incorporate “showing the children how to be caretakers” into curriculum.

Provide Support to Women Seeking Work, Including Entrepreneurs

Several participants spoke about the need to support women who are seeking work, including those who wish to be entrepreneurs, in all stages of life. In the words of one participant, “[We] need more community resources regarding how to get a job and interview preparation. [We] need to help move people out of low-income situations.”

One recommendation made was to **provide young women with information about multiple post-high school paths**. In the words of one participant, “Going into high schools and speaking to students about their job opportunities if they don’t go into the military or college would help.” Another participant shared, “There are other types of education out there that people need to access to, [such as] trade schools.” A similar point was made by another participant who stated, “...sometimes going to college does not help since they are still working in low-income jobs.”

Another recommendation made was to **engage in microlending for women entrepreneurs**. In the words of one participant, “I’d like to see microlending, training, and entrepreneurship programs, to help women open self-sustaining, financially secure small businesses. I’d like to see these programs working with women to be successful and giving them startup money.” A group of students spoke about implementing a microlending program that includes an educational component.

Several community members discussed **incentivizing employers to pay living wages**. Specifically, one attendee stated, “It would be cool if Tallahassee gave incentives for employers to offer living wages.”

Another recommendation made was to **host technology workshops** to teach and assist senior citizens and other community members in filling out online forms, such as job applications. This need was noted for all populations, but Woodville in particular is in need of computer literacy assistance.

A final recommendation is to **educate employers about hiring older adult women** who want or need to work.

Additional Concerns

In addition to the aforementioned recommendations, community members had other specific concerns:

- Girls are in need of programs about character building and self-esteem.
- Woodville does not have a Health Department Office.
- A Senior Citizen living facility is needed in Woodville.
- A support group for older women returning to college is needed.
- Older adults need more protection from financial scams.
- Individuals need education on budgeting and financial planning for the future.
- Women of color need to be more visible in publications.
- More women in leadership positions are needed.
- Women need a resource list that they can reference if they want to go back to school.
- Shortened workweeks for those who need or prefer flexibility and can still accomplish their weekly work in the shortened time period should be considered.
- Affordable, higher quality housing is needed in desirable locations (e.g., close to transportation, work)

Overarching Concepts and Broad Recommendations

- The people need to be mobilized to make change.
- Grassroots efforts may be effective.
- Women without children are being financially penalized.
- Healthcare costs are too high.
- Some older adult women expressed concern over neighborhood safety.
- Work is needed to fight racism and classism in education and employment.
- Women in the community need more and better job opportunities, particularly ones that match their skill sets.
- The community needs to work together to fight ageism.
- Avoid gathering data in a patriarchal manner.

Summary

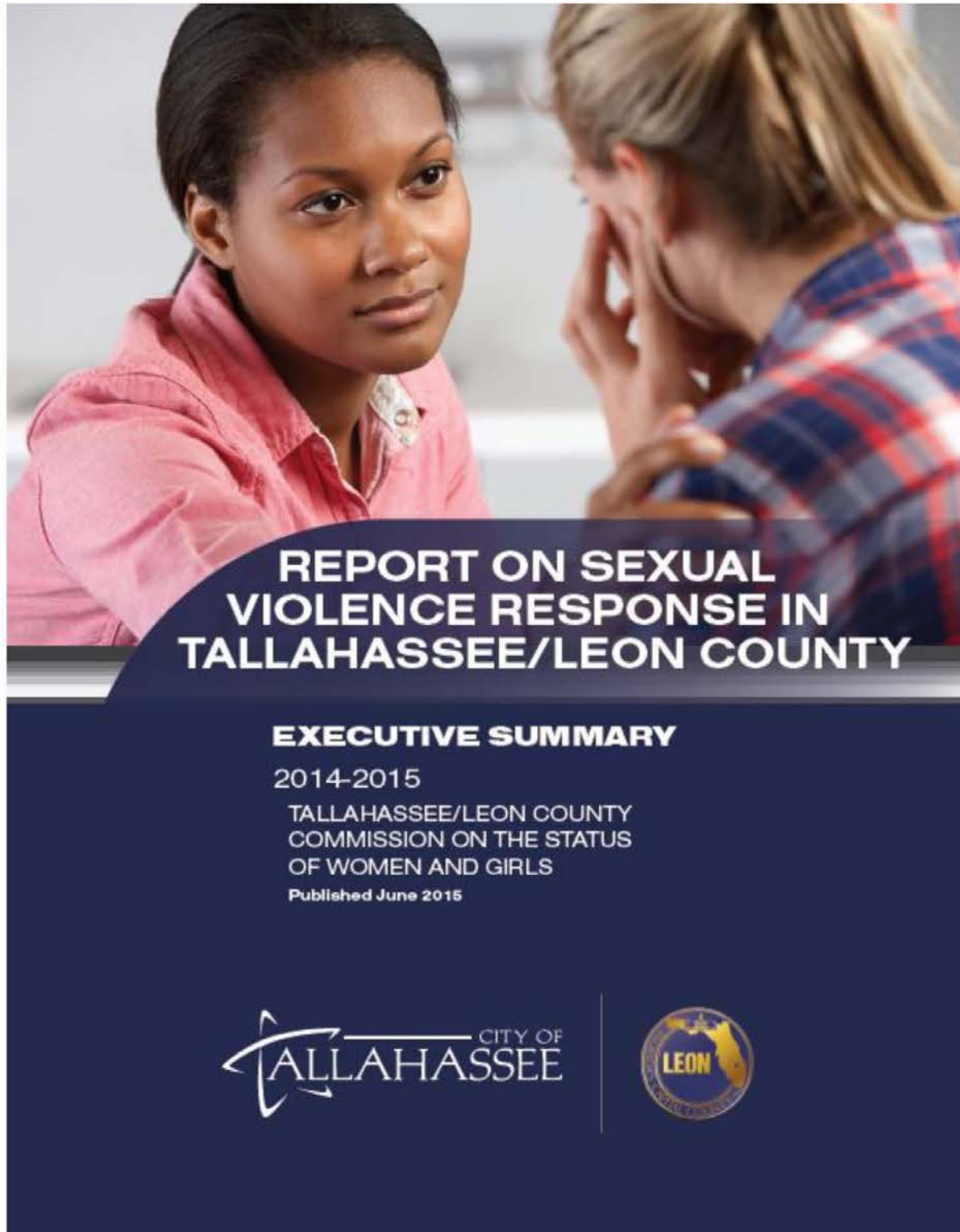
Those who participated in these community conversations had much to share with the CSWG regarding the financial concerns experienced by women and girls. One common recommendation that came out of these conversations was for the CSWG to **continue to host community conversations, either in small groups or one-on-one with community members.**

Acknowledgements

The CSWG would like to acknowledge the numerous individuals who contributed to the success of these community conversations. First, the CSWG would like to thank the staffs at the Woodville

Community Center, the Jack McLean Community Center, the LeRoy Collins Main Library, and the Tallahassee Senior Center for providing space to hold these conversations as well as their valuable time and effort in preparing each space. Second, the CSWG would like to thank the graduate students who served as notetakers, capturing the numerous stories shared by participants: Jasmine Armstrong, Cynthia E. Hanifin, Suzanne Hodgkins, Ashley Schermerhorn, and Sarah Young. Finally, the CSWG would like to thank all of the citizens who participated in these community conversations for sharing their stories in an effort to better economic security for all women and girls in our community.

Appendix F: SAPG Executive Summary



Executive Summary

The statistics are staggering. Nearly 1 in 5 American women will be a victim of rape in her lifetime.¹ Forty-four percent of victims are under the age of 18, and 80% are under the age of 30.² In the vast majority of assaults (four out of five), the perpetrator is someone who was known to the victim, and yet 68% of rapes are never reported to law enforcement and it is estimated that only 2% of rapists ever spend a day in jail.³

Over the last few years, there has been an increased awareness about the prevalence of sexual violence in the United States and, in particular, on college campuses. A lot of media attention has been focused on institutions' responses to allegations, highlighting the need for policies and procedures that will support victims who come forward, rather than dissuade them.

Due to its large student population, as well as its status as a capital city, Tallahassee has attracted widespread scrutiny for its handling of sexual violence. Several high-profile cases generated heated debate and, in May of 2014, it became clear to the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) that a comprehensive overview of the community's response to sexual violence was necessary.

This report represents a year-long effort by the CSWG's Sexual Assault Policy Group (SAPG) to: (1) conduct fact-finding to determine what local policies, procedures, and services related to sexual assault were currently in place; (2) determine what models are considered national "best practices"; and (3) develop recommendations that would assist the community in improving its response and prevention efforts.

To assist in this task, the SAPG consulted with over 50 stakeholders and community members, who helped collect data and verify findings. The SAPG organized its work into six major areas: prevention, medical care, follow-up, school and workplace response, investigation and prosecution, and inter-agency collaboration.

While the CSWG's report reveals that there is much that we can do as a community to improve services to victims and hold perpetrators accountable, there have been several institutional advancements in the past year that are worth mentioning. The Tallahassee Community College (TCC) Police Department has entered into a memorandum of understanding with Refuge House to formalize a collaborative relationship. Florida State University (FSU) has created a full-time Sexual Violence Prevention Coordinator position and established the kNow MORE Sexual Violence Prevention Campaign. Florida A&M University's Division of Student Affairs implemented a new sexual misconduct policy as part of the Student Code of Conduct. The Tallahassee Police Department (TPD) has partnered with End Violence Against Women International to update the Department's sexual assault investigation policies as well as train its sworn personnel on best practices. The City of Tallahassee, Leon County, and TCC have all instituted improved personnel policies regarding domestic violence, sexual violence, and stalking. Finally, Tallahassee

Recommendations

Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.

Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.

The local community should work to implement a community-wide awareness program focusing on bystander intervention.

¹ Centers for Disease Control and Prevention. (2012). Sexual violence: Facts at a glance. Retrieved June 1, 2015 from www.cdc.gov/ViolencePrevention/pdf/sv-datasheet-a.pdf.

² Rape, Abuse & Incest National Network. (2009). Statistics. Retrieved May 29, 2015 from <https://www.rainn.org/statistics>.

³ Ibid.

Memorial Hospital and Refuge House are working collaboratively to create a new, standalone facility at which victims of sexual violence can receive forensic exams.

There is no question that creating an environment in which more perpetrators are held accountable increases public safety. A 2002 study found that, while only a small percentage of men committed rape, those that did were responsible for an average of six assaults each.⁴ In other words, the vast majority of sexual assaults are committed by serial offenders who will continue to rape until they are stopped. Victims who have the courage to report an assault are the best weapons a community has against rapists, and it is critical that the system treats them with sensitivity and respect. Re-victimization and victim-blaming hurt not only the individual survivor involved, but also the entire community by deterring other victims from coming forward.

One way in which Tallahassee/Leon County can increase victims' likelihood to report attacks is by ensuring that its local law enforcement agencies are equipped to conduct thorough investigations and that their staff is specifically trained to work collaboratively with victims. To that end, the CSWG has recommended that **local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.**

Another issue identified by the CSWG is the lack of uniform statistics regarding sexual assaults occurring in Tallahassee/Leon County. Because various institutions maintain their own statistics, there is little understanding of how reported cases may relate to one another. For example, a victim may report to FSU and Refuge House, but not to TPD. Or, they may report to TPD, but not to any other agency. Because agencies are not cross-checking their cases against each other, the community does not know the number of unique cases that are actually reported each year. Furthermore, there is insufficient data regarding demographics of victims and perpetrators, and little geographic information about where assaults originate (i.e., where assailants first meet potential victims). **Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.**

Finally, the best way to improve this community's response to sexual assault is to prevent rape in the first place. Bystander intervention training focuses on educating individuals and groups to recognize the warning signs of a potential sexual assault and to intervene beforehand by taking steps to separate victim and assailant. Such training also focuses on cultural stereotypes about rape and helps to foster a better understanding of gender dynamics, sexual violence, and consent. While there has been an effort to implement bystander intervention training within some of our area's institutions, we recommend that **the local community should work to implement a community-wide awareness program focusing on bystander intervention.**

Overall, the robust response from stakeholders and others to the CSWG's examination of this issue makes it clear that the Tallahassee/Leon County community is concerned about our local institutions' response to sexual assault. While there have been a number of positive steps taken over recent months, there is still much to be done to improve services to victims and hold perpetrators accountable. Mother Teresa once said, "I alone cannot change the world, but I can cast a stone across the waters to create many ripples." Taking inspiration from her words, the CSWG hopes that this report will serve as a proverbial stone to create ripples that will empower victims and decrease the occurrence of sexual violence in North Florida and beyond.

⁴ Lisak, D., & Miller, P. M. (2002). Repeat rape and multiple offending among undetected rapists. *Violence and Victims*, 17(1), 73-84.



**Tallahassee/Leon County Commission
on the Status of Women and Girls**

To download the entire report or learn more about the Tallahassee/Leon County Commission on the Status of Women and Girls, please visit <http://www.tallahasseeleoncswg.com>. You can also reach The Oasis Center for Women & Girls, Inc., by phone at (850) 222-2747.

Executive Summary designed by BraveArt, LLC



Appendix G: Published “My View”s/Letters to the Editor

Appendix G.1: Tallahassee Democrat “My View”: Identity Theft

Johnson/Ofuani: Women often targets for identity theft

Jane Johnson and Sharon Ofuani, My View 8:39 a.m. EST January 26, 2015



It is not always a good thing to be at the top of a list — especially when it is a ranking of identity theft complaints. But according to the Federal Trade Commission’s Consumer Sentinel Network Databook, Florida had the highest rate of reported identity theft complaints per 100,000 people in the nation between Jan. 1 and Dec. 31, 2013.

In that same report, Tallahassee was ranked fifth in the nation among large metropolitan statistical areas (MSAs) for per capita identity theft-related consumer complaints, with 179.4 complaints per 100,000 people. This ranking puts our community ahead of Washington, D.C., Los Angeles, Las Vegas and Chicago.

Those are sobering statistics — and most of us would like to believe identity theft would not happen to us, because it only happens to people who are careless. The truth is, however, identity thieves are equal opportunity exploiters, and they victimize individuals of all ages, genders and socio-economic groups.

For women with limited financial means, it can be particularly devastating. If credit cards or bank accounts are hacked into, a person’s life savings — and opportunity for future credit — can be wiped out.

Senior women living alone are prime targets of identity theft because they typically have low credit card balances, little debt and they may not be able to regularly monitor their bank and credit card account balances. Even their Medicare cards can be used to fraudulently bill for medical equipment and services, resulting in a denial of health benefits and potential criminal allegations.

Children are also frequent victims of identity theft, and children in lower income households (often headed by single women) are disproportionately affected by this crime. For women who are the sole income earners for their families, recovering from identity theft can be a time-consuming and expensive challenge. A fraudulent credit history can take years to clear up and in the meantime, she can have trouble renting an apartment; difficulty securing a credit card, a car loan or mortgage; and she can be wrongly denied state or federal benefits. Even finding or keeping a job can be difficult, as many employers now conduct credit checks on potential employees and that unearned credit history can eliminate an innocent candidate from the applicant pool.

The best way to avoid the devastating impact of identity theft is to prevent it from happening in the first place by understanding how it happens and how you can protect yourself.

The Tallahassee/Leon County Commission on the Status of Women and Girls is co-sponsoring with Big Bend Crime Stoppers two public forums on “Identity Protection 101.” The forums will feature Kevin Gilpin, founder and program director of the National Crime Stop Program.

Please join us from 10 a.m.-11 a.m. Monday at the Leroy Collins Public Library, 200 W. Park Ave. or from 6:30 p.m.-7:30 p.m. on Wednesday at the Four Points Sheraton Hotel, 316 W. Tennessee St. These forums are free and open to the public. It will be a one-hour investment of time that can save you thousands of dollars and a great deal of heartache and frustration in the future.

Jane Johnson and Sharon Ofuani are commissioners on the Tallahassee/Leon County Commission on the Status of Women and Girls.

Read or Share this story: <http://on.tdo.com/1C6wD3U>

Appendix G.2: Tallahassee Democrat "My View": CHSP

Johnson: Increase in CHSP funding needed

Jane Johnson, My View 7:45 p.m. EDT March 21, 2015



"The true measure of any society can be found in how it treats its most vulnerable members." Variations of that quote have been attributed to different people over the years, but regardless of who said it first, it is a timeless call to action.

Each year, our community responds to the call to look out for our most vulnerable neighbors and friends through the Community Human Services Partnership. CHSP is an innovative collaboration through which funds from Leon County, the City of Tallahassee and the United Way of the Big Bend are combined to provide financial support to help those in our community who need it most.

The partnership is structured to assure that 100 percent of the CHSP funds are allocated to the areas of greatest need and opportunity, supporting direct client services where the most difficult social and economic conditions exist. Nonprofit human service organizations are invited to submit detailed applications for funding to serve vulnerable city and county residents. Volunteer citizen evaluation teams are deployed to review each application and assess each agency's proposal to ensure the highest levels of integrity and objectivity in the award decision process.

This approach to supporting local human services is an effective alternative to funding traditional governmental programs. Nonprofits are the community – they reflect the local need, they are powered by local employees and volunteers and they are funded through private, state and federal grants and local donations. Those funds can be leveraged with CHSP dollars to create the greatest possible impact.

However, the need for services in our community far exceeds the available resources. And due to a number of factors including difficult economic conditions during the global recession, CHSP allocations have decreased nearly \$1 million from their historic high of \$5.3 million in 2010 to \$4.3 million last year.

The needs of our community are real. While poverty alone is an incomplete indicator, it is typically correlated with other serious social and economic challenges. In Leon County, 23.2 percent of residents live below the poverty line, compared to the statewide average of 16.3 percent.

The Tallahassee/Leon County Commission on the Status of Women and Girls is calling upon city and county commissioners to increase the city and county investment in CHSP to better address critical local needs. The programs funded by CHSP are keeping children safe and healthy, strengthening families, protecting victims of domestic violence, sheltering those without housing and giving thousands of individuals hope for a better life. The city and county's response to this vital need will indeed be a true measure of our community.

Jane Johnson is a commissioner on the Tallahassee/Leon County Commission on the Status of Women and Girls.

Read or Share this story: <http://on.tdo.com/1HgR5Oy>

Appendix G.3: Tallahassee Democrat "My View": StarMetro Survey

Take survey to help improve StarMetro's routes and times

Jane Johnson and Roxanne Hughes, My View 1:11 p.m. EDT May 11, 2015



If you are lucky enough to own a car, imagine yourself without it. Now go through your daily and weekly routines and solve for your transportation dilemma. The obvious answer for most is, "I would take the bus." Many residents in our community do just that, though they might tell you that it can be challenging.

During the course of several community conversations last fall, the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) gained insight about the challenges women and girls often face in trying to achieve or maintain economic security. One was the critical role that reliable and safe public transportation plays as a bridge to employment, higher education and personal well-being. We heard from

women who rely on StarMetro as their primary method of transportation and women who would rely on public transportation if it met their needs that:

- There are areas of Tallahassee and Leon County, such as Woodville, which are not served by the current bus routes.
- Parents who have to take a bus to work must make multiple stops to drop kids off and get to work – and many day care centers are not on bus routes – leading to early wake-up times and long commutes.
- Students who live far from campus may feel unsafe using public transportation when trying to get home from campus at night.
- Grocery shopping for older adults who no longer drive is difficult on the bus and so they must rely on friends and family to either take them to the grocery store or do their grocery shopping for them.
- The costs of owning and maintaining a car may exceed the cost of using public transportation, but the time and convenience tradeoffs you have to make to ride the bus can actually be more expensive in the long run.

Based on the feedback that we heard during our community conversations, it seems that StarMetro has done a good job of making public transportation affordable, but being able to afford the bus is only one piece of the puzzle — it also has to be able to get you where you need to go, when you need to get there.

The CSWG has collaborated with StarMetro to assess how service options for buses can be improved to meet the needs of women, girls and all residents working to build economic security for themselves and their families. Together with Brian Waterman, StarMetro's transit planning manager, we have developed a short survey — now we need *your* help!

We urge all members of our community to participate in the Star Metro survey at: www.starmetrosurvey.com by May 23 to provide important data which will inform StarMetro's decisions about routes, times and other service issues next year and in the future.

Jane Johnson and Roxanne Hughes are Commissioners on the Tallahassee/Leon County Commission on the Status of Women and Girls.

PARTICIPATE:

Take the survey at StarMetroSurvey.com by May 23.

Appendix G.4: Tallahassee Democrat "My View": Sexual Assault Policy Group Report

Local sexual assault report shows progress, needs

Jessica Lowe-Minor, My View 3:40 p.m. EDT June 23, 2015



The statistics are staggering. Nearly one in five American women will be a victim of rape in her lifetime. In the vast majority of assaults, the perpetrator is someone who was known to the victim, and yet only 32 percent of rapes are ever reported to law enforcement and only 2 percent of rapists ever spend a day in jail.

Earlier this week, the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) released its "Report on Sexual Violence Response in Tallahassee/Leon County." The report represents a 13-month effort to: 1.) learn what local policies, procedures and services were already in place; 2.) determine what are considered national "best practices"; and 3.) develop recommendations to improve response and prevention efforts.

The CSWG consulted with more than 50 stakeholders and community members who helped collect data and verify findings. There have been several institutional advancements in the past year.

- Tallahassee Community College's Police Department entered into a collaborative relationship with Refuge House.
- FSU established its "kNOw More Sexual Violence" campaign.
- FAMU implemented a new sexual misconduct policy.
- The Tallahassee Police Department partnered with End Violence Against Women International to update the department's sexual assault investigation policies as well as train its sworn personnel on best practices.
- The city of Tallahassee, Leon County and TCC all instituted improved personnel policies regarding domestic violence, sexual violence and stalking.
- Tallahassee Memorial Hospital and Refuge House began work on a new, standalone facility for victims of sexual violence.

These advances represent a major step in the right direction. Now we need to continue moving forward by ensuring that our local law enforcement agencies have enough personnel to conduct thorough investigations and that their staffs are specifically trained to work collaboratively with victims.

Additionally, we must do a better job with data collection. Because institutions maintain their own statistics, the community does not know the number of unique cases that are reported each year. Our community needs a shared data system to track locally occurring incidents of sexual violence.

Finally, we can do more to prevent sexual assaults from occurring in the first place. By implementing a community-wide bystander intervention program, we can address the root causes of sexual assault and empower concerned citizens to make a difference. Such training also focuses on cultural stereotypes about rape and helps foster a better understanding of gender dynamics, sexual violence and consent.

While there have been a number of positive steps taken over the past year, there is still much we can do to improve services to victims, hold perpetrators accountable and create a safer community for all of our residents.

Jessica Lowe-Minor is the Chair of the Tallahassee/Leon County Commission on the Status of Women and Girls. She can be reached via email at Jessica.A.Lowe@gmail.com.

Read or Share this story: <http://on.tdo.com/1LsaUba>

Appendix G.5: Tallahassee Democrat Letter to the Editor: Sexual Assault Interview Room

Thursday letters

4:40 p.m. EDT July 1, 2015

Sometimes small solutions are helpful

On Monday, the Commission on the Status of Women and Girls released its "Report on Sexual Violence Response in Tallahassee/Leon County." As part of its examination of the issue, commissioners visited the room set aside for interviewing sexual assault victims at TPD.

One commissioner – Ruth Nickens – fully grasped the complexity of the problem of sexual assault, but also believed a small act could make a difference. She volunteered to re-decorate the interview room to provide a more comforting environment for traumatized victims. Nickens didn't solve the problem of sexual assault in our community, but her kind and generous actions will blunt the pain of those forced to live through it.

Don't underestimate the impact of regular acts of kindness and generosity – they can transform society.

JANE JOHNSON

Tallahassee

janeelizjohnson@hotmail.com



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Posted at 11:00 a.m. on October 5, 2015

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Appendix G.6: Capital Outlook: Sexual Assault Policy Group Report

Sexual Violence: Current Dangers and Future Changes

PUBLISHED AUGUST 11, 2015



By Ada Puryear Burnette, Ph.D.,
Member of the Tallahassee/Leon County
Commission on the Status of Women and Girls

Past and Current data on the status of sexual violence against females in the United States of America are staggering. Almost 1 in 5 American women are victims of rape during their lifetimes. Although women of all ages are victims, 44 percent are under age 18 and 80 percent are under age 30. Four of the five assaults were committed by someone known to the victim although 68 percent of rapes are never reported to law enforcement and approximately only 2 percent of rapists ever spend any time in jail.

The incidences on college campuses in the United States have increased at an astonishing rate in recent years. The media has been most responsive recently to the ways in which Tallahassee has handled sexual violence. Some high profile cases clearly showed that the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) had to perform a comprehensive study of how sexual assault cases have been and are handled.

This year-long study has resulted in a lengthy report that provided information on local policies, procedures and services related to sexual assault; determined models seen as best practices in the nation; and, developed significant recommendations designed to improve the response to and prevention of sexual violence in this community. Over 50 stakeholders, community members, and some CSWG members, the CSWG's Sexual Assault Policy Group, helped to collect the data and ensure the accuracy of the data. Information was gathered in the areas of prevention, medical care, follow-up, school and workplace

responses, investigation and prosecution, and interagency collaboration. The data clearly show that Tallahassee can take many steps to reduce sexual violence significantly and that there have been several institutional advances. Among these has been the Tallahassee Community College's (TCC) Police Department's memorandum of understanding with Refuge House, a community service program that deals with sexual assault. Florida A&M University implemented a sexual misconduct policy as part of its Student Code of Conduct. Florida State University created a full-time Sexual Violence Prevention Coordinator position and set up the 'kNOw MORE' Sexual Violence Prevention Campaign. The Tallahassee Police Department has partnered with End Violence Against Women International to update its sexual assault investigation policies and to train its personnel on best practices. The city of Tallahassee, Leon County, and TCC have put into practice improved policies for sexual violence, domestic violence, and stalking. Tallahassee Memorial Hospital and Refuge House are working together to establish a standalone facility where victims of sexual violence can receive forensic examinations, treatment, and advice.

A 2002 study showed that the majority of sexual assaults are committed by serial offenders. The best weapon against these predators is victims who have the courage to report their attacks and a system that treats victims with respect and sensitivity. Recommendations by the CSWG are to ensure that personnel in local law enforcement agencies are trained to work with victims, to investigate reported cases by increasing the number of staff assigned to this area, to respond to the needs of the victims, and to conduct thorough and consistent investigations. All agencies should develop a consistent method of collecting, cross-checking, getting data on victims and assailants, being confidential of victims, and installing procedures to prevent rape and sexual assault. Community members must be educated on sexual assault as well as prevention and reporting strategies. Tallahassee is on the right track to prevent sexual violence which is largely on females although males are also victims. Significant measures must be taken against all perpetrators and the Tallahassee/Leon Commission on the Status of Women and Girls is commended for its major actions.

Appendix H: CSWG 2014-2015 Media Mentions

Appendix H.1: Articles about CSWG Work

- February 21, 2015 “Dobson: Poverty exercise brings out real-life scenarios” by Byron Dobson, *Tallahassee Democrat*
<http://www.tallahassee.com/story/opinion/columnists/dobson/2015/02/21/dobson-poverty-exercise-brings-real-life-scenarios/23796821/>
- May 05, 2015 “CSWG Encourages Public Participation in StarMetro Survey” *WCTV Eyewitness News*
<http://www.wctv.tv/home/headlines/CSWG-Encourages-Public-Participation-in-StarMetro-Survey-302564441.html>
- June 22, 2015 “Stakeholders tackle sexual violence” by Sean Rossman *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/local/2015/06/22/stakeholders-tackle-sexual-violence/29136033/>
- June 22, 2015 “New Report on Sexual Violence in Tallahassee and Leon County” *WTXL News*
http://www.wtxl.com/news/new-report-on-sexual-violence-in-tallahassee-and-leon-county/article_bf592c2a-191d-11e5-83cf-6f6c6ade024f.html
- June 24, 2015 “Tallahassee Sexual Violence Report” by Joseph Zeballos *FSU News*
<http://www.fsunews.com/story/news/2015/06/24/tpd-sexual-assault-report/29234001/>
- July 13, 2015 “Commission Set to Implement Bystander Intervention Program” by Rebekah Entralgo *WFSU News* <http://news.wfsu.org/post/commission-set-implement-bystander-intervention-program>
- July 20, 2015 “Tallahassee Committee Trying to Put End to Sexual Assault” *WTXL News*
http://www.wtxl.com/news/tallahassee-committee-trying-to-put-end-to-sexual-assault/article_101ecc7a-2f2e-11e5-8af6-67941f5e8c7e.html
- August 24, 2015 “Upcoming Local Business Workshops To Target Women Veterans, Low-Income Women” By Sascha Cordner *WFSU News*
<http://news.wfsu.org/post/upcoming-local-business-workshops-target-women-veterans-low-income-women>
- Sept 17, 2015 “The struggle is real’ regarding economic security for women, girls” *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/2015/09/17/struggle-real-regarding-economic-security-women-girls/72358660/>
- September 21, 2015 “Bridges to Economic Success: Education, Employment, Entrepreneurship Event Recap” *Tallahassee Woman Magazine Women Who Mean Business Newsletter*
<http://us9.campaign-archive1.com/?u=a1b78093888847317ee673fce&id=4dbecaf703&e=706e708b34>

Appendix H.2: Media Mentions of the CSWG and Commissioners

- May 31, 2014 “Community’s response to sexual assault in the spotlight” by Jennifer Portman, *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/local/2014/05/31/communitys-response-sexual-assault-spotlight/9830001/>
- January 17, 2015 “Celebrating the legacy of MLK, continuing his work” *Tallahassee Democrat* <http://www.tallahassee.com/story/opinion/2015/01/17/celebrating-legacy-martin-luther-king-jr-continuing-struggle/21919967/>
- March 18, 2015 “Business briefs: INIE selects Lowe-Minor as director” *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/money/2015/03/18/business-briefs/24996707/>
- March 18, 2015 “Tallahassee Democrat announces 25 Women You Need to Know 2015” by Gerald Ensley, *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/local/2015/02/28/best-brightest-women-need-know/24166967/?from=global&sessionKey=&autologin=>
- March 20, 2015 “Kelly Otte goes from founder to honoree at Oasis by C.E. Hanifin, *Tallahassee Democrat*
<http://www.tallahassee.com/story/life/causes/2015/03/20/kelly-otte-goes-founder-honoree-oasis/25053921/>
- March 21, 2015 “Groups make case for more human services funding” *Tallahassee Democrat*
<http://www.tallahassee.com/story/money/2015/03/21/groups-make-case-human-services-funding/25166351/>
- March 28, 2015 “Report highlights impact of human services” by Kelly Otte and Alyce Lee Stansbury, *Tallahassee Democrat*
<http://www.tallahassee.com/story/money/2015/03/28/report-highlights-impact-human-services/70617732/>
- April 1, 2015 “Sha’Ron James: Passionate about the underserved” *Tallahassee Democrat*
<http://www.tallahassee.com/story/news/2015/03/11/sharon-james-passionate-underserved/70171076/>
- August 5, 2015 “The Empowerment Project Coming to Tallahassee” by Kellie Bartolli, *WTXL News* http://www.wtxl.com/community/the-empowerment-project-coming-to-tallahassee/article_80c5dc2c-3b4d-11e5-a19c-b7d354d7afb3.html
- August 11, 2015 Ladies Learning to Lead by Tom Flanigan, *WFSU News*
<http://news.wfsu.org/post/ladies-learning-lead>
- August 24, 2015 “#SoMuchMoreThanFootball” by David Walker. *Tallahassee Democrat*
<http://www.fsunews.com/story/news/2015/07/16/somuchmorethanfootball/30225769/>

**AGREEMENT FOR STAFFING OF THE TALLAHASSEE-LEON COUNTY
COMMISSION ON STATUS OF WOMEN AND GIRLS**

THIS AGREEMENT is entered into this ____ day of October 2015, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County), the **CITY OF TALLAHASSEE**, a Florida municipal corporation (hereinafter referred to as the “City”), and **THE OASIS CENTER FOR WOMEN & GIRLS, INC.**, a Florida nonprofit corporation (hereinafter referred to as the “Agency”).

WHEREAS, the County established the Leon County Commission on the Status of Women & Girls on April 12, 2011 with the adoption of Enabling Resolution R11-14 setting forth the purpose and goals of the Commission, and

WHEREAS, on December 13, 2012, the County and the Agency entered into an Agreement for Staffing of the Leon County Commission on Status of Women and Girls for the County fiscal year 2012/2013 (the “Original 12/13 Agreement”); and

WHEREAS, the County and City established the Tallahassee-Leon County Commission on the Status of Women and Girls (the “Commission”) with the adoption of a Joint Enabling Resolution, identified by the County as R13-11 and by the City as 13-R-20 (the “Joint Enabling Resolution”), setting forth the purpose and goals of the Commission and effectively dissolving the Leon County Commission on the Status of Women and Girls; and

WHEREAS, the County and the City jointly engaged the Agency through a new Agreement for Staffing to continue to provide administrative support to the Commission through the end of the fiscal year 2012/2013; and

WHEREAS, the County and City wish to jointly ratify and acknowledge their desire to continue the engagement of the Agency to provide administrative support to the Commission and have each appropriated \$20,000 for staff of the Commission for fiscal year 2015/2016 for a total of \$40,000.

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

Article 1. GENERAL CONDITIONS

1.1. **Scope of Services; Compensation:** In exchange for the County’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) and the City’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) in accordance with Section 1.3.2 below, the Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County and City, administrative support to the Commission which shall include but not be limited to:

1.1.1. Staffing and Scheduling.

1.1.2. Coordination.

1.1.3. Liaison/Communication with the County and City.

1.1.4. Prepare all necessary documents when needed.

1.1.5. Perform all necessary functions and requirements of the Chapter 286 (Sunshine Law), Chapter 112, Part III (Code of Ethics), Chapter 257 (Public Records Retention) and Chapter 119 (Public Records Law) of the Florida Statutes pertaining to the operation of the Commission.

1.1.6. Commission activities, community outreach and promotion of issues affecting women and girls which may include printing, website development and maintenance, holding community forums, and other related expenses.

1.1.7. Conduct research and development at the direction of the Commission, with the expectation that approximately one-half, or TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) of the funding provided by the County for the Agency's administrative support to the Commission will be allocated to such research and development.

1.2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks of the Commission as outlined in the Joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls, a copy of which is attached hereto as Exhibit "A" and by reference is made a part hereof.

1.3. **Time of Performance and Payment:** The time within which this Agreement shall be performed and the method of payment for compensation shall be as follows:

1.3.1. Time of Performance. The County, the City, and the Agency hereby ratify and acknowledge the Agency's receipt of a written notice to proceed with the commencement of the Scope of Services effective October 1, 2014. All work and services required by this Agreement shall be performed between **October 1, 2014, and September 30, 2015**, unless the Commission is earlier dissolved by the County and the City or unless otherwise mutually agreed to in writing by the County, the City, and the Agency.

1.3.2. Payment. The County and City shall, no later than 30 days after executing this Agreement, pay as compensation to the Agency the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00), respectively for services to be provided for fiscal year 2014/2015.

1.3.2.1. In the event the Commission is dissolved, or the Agency's work and services are otherwise fully performed, prior to the end of a fiscal year for which the Agency has received an advance payment for compensation, the Agency shall reimburse the County and City in an amount pro-rated for the portion of the fiscal year during which the Agency's services will no longer be provided.

1.4. **Personnel and Subcontracting:**

1.4.1. The Agency represents that it has, or will secure at its own expense, all personnel required in performing the Scope of Services as described in Section 1.1 above. Such personnel shall not be employees of or have any contractual relationship with the County and City.

1.4.2. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.

1.4.3. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County and City.

1.5. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County, the City and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.

1.6. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County and/or City shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. Notwithstanding such termination, the Agency shall be and remain liable to the County and/or City for all damages sustained by, and costs or expenses incurred by the County and/or City by virtue of any breach of the Agreement by the Agency.

1.7. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

1.8. **Termination of Contract for Convenience of City:** The City may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

1.9. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County and City.

1.10. **Indemnification of the County:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.

1.11. **Indemnification of the City:** The Agency shall indemnify, save and hold the City, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the City, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend City funds to complete or correct such performance, the Agency, upon demand by the City, shall refund and reimburse the City for all sums so reimbursed or expended by the City.

1.12. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement; provided, however, that nothing in this paragraph shall be construed to be a waiver of the County and/or City's sovereign immunity.

Article 2. ASSURANCES

2.1. **Equal Employment Opportunity:** The Agency shall comply with the prohibition against employment discrimination in Chapter 9, Leon County Code of Laws (the "Human Rights Code") by not engaging in the unlawful employment practices set forth in Article II therein on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. Such unlawful employment practices include, but are not limited to, (i) failing or refusing to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or the terms, conditions, or privileges of employment, or (ii) limiting, segregating, or classifying an employee in a way which

would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee. In addition, the Agency shall abide by any other employment discrimination prohibitions as provided by any other applicable laws. The Agency shall post in conspicuous places, available to employees and applicants for employment, any employment discrimination notices as provided by the County and/or the City setting forth the provisions of a nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.

2.2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County and City.

2.3. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

2.4. **Interest of Members of the City and Others:** No officer, member or employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

2.5. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.

2.6. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County, City, or its authorized representatives. The Agency shall preserve and make its records available to the County, City and its authorized representatives until

the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.

2.7. **Public Records with the County:** The Agency shall:

2.7.1. 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".

2.7.2. 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.

2.7.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

2.7.4. 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.

2.8. **Constitutional Prohibition:** The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

IN WITNESS THEREOF, the County, the City and the Agency have executed this Agreement as of the date first above written.

**THE OASIS CENTER FOR WOMEN &
GIRLS, INC.:**

Witness as to Agency By: _____

(Type or print name and title of signatory)

Witness as to Agency

LEON COUNTY, FLORIDA

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

By:_____

By:_____
Vincent S. Long, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

ATTESTED BY:

By:_____
James O. Cooke, IV
City Treasurer-Clerk

By:_____
Anita R. Favors-Thompson
City Manager

APPROVED AS TO FORM:

Lewis E. Shelley
City Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement with the Second Judicial Circuit for the Personnel Costs Associated with the Leon County Veterans Court

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/Project Team:	Wanda Hunter, Director, Office of Intervention and Detention Alternatives Tina Ruffin, Deputy Court Administrator, Office of Court Administration

Fiscal Impact:

This agenda item has a minimal fiscal impact. The Board approved state funding for establishment of a Veterans Court at the July 7, 2015 meeting; however, Leon County will need to provide office space and some operating supplies such as computers. These items will be provided from the existing operating budgets of Court Administration and the Pre-Trial Division. Funding for the positions included in the FY 2015 carry forward.

Staff Recommendation:

Option #1: Approve the Agreement with the Second Judicial Circuit for the provision of personnel costs associated with the Leon County Veterans Court (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

During 2015 Florida Legislative session, the Legislature appropriated and the governor approved recurring state funds for the establishment of veteran's courts in eight jurisdictions, with one of the jurisdictions being Leon County. The bill language states that \$125,000 in recurring general revenue funds shall be distributed to Leon County *"to create or continue, pursuant to sections 948.08(7) (a), 948.16(2) (a), and 948.21, Florida Statutes, a felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs to address the substance abuse and/or mental health treatment needs of veterans and service members charged with, or on probation or community control for, criminal offenses."*

Subsequently, at the July 7, 2015 regular meeting, the Board accepted the State-appropriated funds to establish a Leon County Veterans Treatment Court.

Analysis:

The Court estimates that a Veterans Court docket would assist approximately 25 defendants at any given time. To service this number of defendants, it is anticipated that the Veteran's Court program will require no more than 2.0 Full-Time Equivalent (FTE) staff to serve as a Veterans Court Coordinator (VCC) and a Veterans Pretrial Intervention Officer (VPIO). The VCC position will work for and be located in Court Administration to identify, coordinate, and manage cases involving veterans as they move through the court system. The VPIO Pre-Trial Specialist position will work for Leon County's Office of Intervention and Detention Alternatives to conduct initial screenings, assessments, and eligibility requirements; as well as monitoring compliance with any pretrial court sanctions.

Approval of the Agreement would allow the County to be reimbursed for personnel services associated with the two positions for this program. Funding previously approved by the Board is included in the FY 2016 budget carry forwards. Office space and computers will be provided by the County.

Options:

1. Approve the Agreement with the Second Judicial Circuit for the provision of personnel costs associated with the Leon County Veterans Court (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement with the Second Judicial Circuit for the provision of personnel costs associated with the Leon County Veterans Court.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Agreement between Leon County and the Office of Court Administration Second Judicial Circuit

Contract No. _____

AGREEMENT

THIS AGREEMENT is entered into by and between the Second Judicial Circuit Office of Court Administration (Court) and Leon County, Florida, a political subdivision of the State (County), to provide staff for a Veterans Court Program (Program).

I. THE PROGRAM

The Program is designed to provide essential substance abuse and/or mental health treatment services, one-on-one veteran peer mentor support, assistance in gaining access to veteran healthcare and benefits from the U.S. Department of Veteran Affairs (“VA”) and community supervision to current and former military service members who have been arrested for a criminal offense as permitted in sections 397.334, 948.08(7)(a) and 948.16, Florida Statutes; and in which a nexus between the offense or diagnoses and the Participant’s military service exists.

II. COUNTY OBLIGATIONS

- A. The County will provide two full-time equivalent (FTE) staff to serve as a Veterans Court Coordinator (VCC), who will work for the court in the Second Judicial Circuit’s Office of Court Administration to coordinate and manage the Leon County Veterans Treatment Court staffing, dockets, defendants, and databases, and a Veterans Pretrial Intervention Officer (VPIO), who will work for Leon County’s Office of Intervention and Detention Alternatives (IDA) to identify, assess defendants for possible admission into Leon County’s Veterans Treatment Court, coordinate services for all Leon County Veterans Treatment Court participants, and monitor all participants on the Veterans Treatment Court pretrial diversion track for compliance with all court ordered pretrial diversion sanctions.

The position description for each of these staff is attached hereto as Attachment A. Any individual employed by the County as the VCC or the VPIO will fulfill all qualifications and requirements provided in the position description for each position and will be subject to all policies and procedures of the County.

- B. The County will invoice the Court on a monthly basis for applicable VCC and VPIO activities and services. The invoices for reimbursement for the VCC must be based on the time spent on activities directly related to this Agreement by the VCC, whose annual salary is \$36,115.32 plus benefits, up to a maximum reimbursement of \$56,695.03. The invoices for reimbursement for the VPIO must be based on the time spent on activities directly related to this Agreement by the VPIO, whose annual salary is \$35,880.00 plus benefits, up to a maximum reimbursement of \$56,416.16.
- C. The County will be reimbursed for all benefits for the VCC and VPIO. This includes all paid leave time and other benefits that may accrue to the VCC

and/or VPIO in accordance with the Leon County's personnel rules and regulations.

- D. Payment will be made to the County by the Court upon receipt of a written invoice, submitted in detail sufficient for a proper pre- and post-audit. The invoice must, at a minimum, describe the services performed, number of hours served rounded to the nearest quarter, number of cases handled, number of clients receiving services, number of people receiving information and referral services, and number and description of outreach activities conducted. In addition, the invoice must certify that the services were performed as required and that no part of the invoiced deliverables were previously or will be later billed to, paid for, or reimbursed by the state under this or any other agreement. The Court will provide payment of invoice(s) submitted by the County in accordance with section 215.422, Florida Statutes, which is incorporated herein by reference. The County may be required to provide sufficient backup documentation to illustrate the provision of services noted in any invoice. At a minimum, each invoice must be accompanied by detailed time sheets of the staff paid according to the Agreement and must include a certification that all hours reported for reimbursement are those directly in support of this Agreement and no other ancillary or unrelated work time has been included.

III. PAYMENTS BY THE COURT

Total payments from the Court to the County under this Agreement shall not exceed \$115,000. This amount includes operational costs for all services provided hereunder by the County and is payable upon receipt of monthly invoices (see Attachment C). No other expenses are authorized.

- A. Pursuant to section 215.971(1)(e), Florida Statutes, the County will refund to the Court any balance of unobligated funds which have been advanced or paid to the County under this Agreement. In addition, the County agrees to refund to OSCA any funds paid in excess of the amount to which the County is entitled to receive under the terms and conditions of this Agreement, as required by section 215.971(1)(f), Florida Statutes.

If an audit or other review of any services provided, any invoice submitted, or any payment made hereunder, reveals an overpayment for services rendered or reveal unallowable expenditures, the next payment due to the County will be reduced by the amount of the overpayment.

- B. If the final payment to the County has been made at the time an overpayment is discovered, the County will reimburse the Court for the overpayment within 15 days of receipt of the notice of such overpayment.

IV. EFFECTIVE DATE, TERM

This Agreement will be effective on October 1, 2015, and will terminate on September 30, 2018, unless earlier terminated pursuant to the terms of this

Agreement, including the Florida State Courts System General Contract Conditions for Services (see Section IX, below).

V. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned, subcontracted or sublet as a whole or in part without the prior written consent of the Court nor shall the County assign any monies due or to become due to it hereunder without the prior written consent of the Court.

VI. INDEMNIFICATION

To the extent permitted by section 768.28, Florida Statutes and the Florida Constitution, which the County does not waive, the County agrees to indemnify, defend and hold harmless the Court, 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 County, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The Court may, at its sole option, defend itself or require the County to provide the defense. The County acknowledges that ten dollars (\$10.00) of the amount paid to the County is sufficient consideration for the County's indemnification of the Court.

VII. AUDITS, RECORDS, AND RECORDS RETENTION

The County and The Court are subject to the public records laws. To this end, the County will:

- A. Establish and maintain records of expenses pertaining to all services in accordance with generally accepted accounting principles and procedures. County will keep all records relating to this contract in such a way as to permit their inspection pursuant to rule 2.420, Florida Rules of Judicial Administration. The court and the State of Florida reserve the right to audit such records. Violation of this provision will be grounds for termination of this Agreement.
- B. 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 Court, cooperate with the Court to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph B, above.

- D. Assure that records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Court.
- E. Include these audit and record keeping requirements in any and all approved subcontracts and assignments.

VIII. TERMINATION

- A. The failure of either Party to comply with any terms of this Agreement shall constitute a material breach of the Agreement by that Party and, in addition to any other remedy authorized by law the other Party shall have the right to terminate said Agreement immediately. In the event of termination, pursuant to this paragraph, the County shall immediately cease providing services in all cases assigned and shall provide all files relating to such cases and supporting documentation to the Court.
- B. Aside from termination pursuant to the provisions of sections A above, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

IX. GENERAL CONTRACT CONDITIONS

This Agreement is bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at <http://www.flcourts.org/administration-funding/purchasing.stml> and are incorporated herein as if fully recited in this Agreement. To the extent that any of those terms or conditions is in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

X. COMPLIANCE WITH ANTI-DISCRIMINATION LEGISLATION

In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the County will 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 that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

XI. UNAUTHORIZED ALIEN(S)

County agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this agreement. The Court 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 Court.

XII. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

XIII. NON-WAIVER

Failure by the other Party 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.

XIV. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

XV. MODIFICATIONS

This Agreement constitutes the entire understanding of the parties. Any modifications to this Agreement must be in writing and signed by both parties.

XVI. NOTICE

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and delivered to the other party's address provided below.

XVII. VENUE

Venue for all actions relating to or arising out of this Agreement shall lie in Leon County, Florida.

By executing this Amendment, each signatory represents that he or she is duly authorized to enter into this Agreement and to bind the respective party to the agreement.

2d Judicial Circuit of Florida

Leon County, Florida

Grant C. Slayden
Trial Court Administrator
Address: 301 S. Monroe St, Suite 225
Tallahassee, FL 32301

Name: Vincent S. Long
Leon County Administrator
Address: 301 S. Monroe St, 5th Floor
Tallahassee, FL 32301

Date: _____

Date: _____

Attest:

Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

By: _____

Approved as to form:
County Attorney's Office

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

Approved as to Legal Form and Sufficiency Only:

Thomas A. David, General Counsel
Office of the State Courts Administrator
Supreme Court Building
(850) 488-1824
davidt@flcourts.org

Date: _____

DELIVERABLES FOR LEON COUNTY VETERANS COURT POSITIONS

Court Veterans Coordinator	Veterans Pretrial Intervention Officer
Manages the daily court operations / procedures for the program and attends veterans court dockets	Attends staffing and provides reports to the staffing team on client status and new assignments
Facilitates an orientation program for incoming participants	Notifies court of any pretrial diversion violations and accomplishments
Works with appropriate stakeholders to develop and implement the veterans court mentor program	Reviews daily reports to identify and/or assess defendants who may be eligible for veterans court
Provides liaison services on behalf of the court on all veterans matters	Assess needs such as housing, employment, voc rehab, and services with the VA
Establishes and maintains a database of all program participants and tracks their progress in the program	Collaborates/ works with the local VJO and VSO in referring court participants for VA services and ensuring required documents are completed
Leads weekly or bi-weekly program staffing and ensures cases are not languishing (includes reviewing pretrial assessment packets)	Refers and assists program participants for community based services not covered by the VA such as food stamps, SSI, non VA housing, and non VA inpatient and outpatient programs.
Establishes and maintains model order and form database for veterans program and ensures all participants have the appropriate orders and forms completed as it pertains to their case/s	Conducts initial assessments for participants needs and provides assessments to the staffing team
Attends PSCC and CJCC to report on veterans court and any other veterans issues in the criminal justice system	Attends veterans court dockets and collaborates with VSO to serve as liaison on behalf of Leon County on all veteran's court issues.
Provides consultation services to the judiciary on cases involving veterans who are not in veterans court	


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

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Minutes of the September 15, 2015 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 September 15, 2015 Regular Meeting.

Attachment:

1. September 15, 2015 Regular Meeting Minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
September 15, 2015**

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

The Invocation was provided by Commissioner Bryan Desloge, who then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Bryan Desloge presented a Proclamation recognizing Bob Ippolito's contributions to Killearn Estates. Mr. Ippolito expressed his appreciation to the Board for the recognition.
- Chairman Mary Ann Lindley presented a Proclamation recognizing September 2015 as National Preparedness Month. Mr. Kevin Peters, Emergency Management Services, accepted the Proclamation and voiced appreciation for the honor.
- Chairman Mary Ann Lindley presented a Proclamation recognizing September 2015 as Suicide Awareness and Prevention Month. NAMI Tallahassee 1st V-P Denise Barber accepted the Proclamation and expressed appreciation to the Board for its support of their prevention efforts. She mentioned that the First Annual "Bluebird Run" for Brookie B. was held this past Labor Day and was a very successful event.
- Chairman Mary Ann Lindley presented the Council of Neighborhood Associations' 2015 Neighborhood and Neighbor of the Year Awards:
 - Leon County's Large Neighborhood of the Year – Killearn Estates
 - Leon County's Small Neighborhood of the Year – Carolina Oaks
 - Leon County's Unincorporated Area Neighborhood of the Year – Centerville Conservation Community
 - Neighbor of the Year – Debbie Floyd, Lafayette Oaks
- Bob Inzer, Clerk of Circuit Court and Comptroller, gave a presentation regarding the status of the Court budget for FY 15/16 and changes in service delivery. A sampling of the issues brought forth by Clerk Inzer included:
 - Revenue dollars have been on the decline for multiple years;
 - Workload change not consistent with budget decline;
 - Increased demand for technology and services;
 - Impacted by increased operating costs, and
 - Court system agencies treated differently in state budget process.

Clerk Inzer summarized changes being implemented due to the budget shortfall:

- Courthouse and Northeast Branch office hours adjusted to 8:00 a.m. - 4:30 p.m.;
- Elimination of Saturday hours at Northeast Branch, and
- No changes are being proposed to the services provided to the County by the Court's Finance Department, i.e., financial and Clerk to the Board.

Clerk Inzer conveyed that his budget for next year has not yet been set and will not be known until early October; however, it is known that it will be less than this year's budget. He acknowledged Commission Proctor's advocacy on behalf of the Clerk's Office and mentioned that the Florida Association of Counties (FAC) has passed a

Resolution supporting adequate funding for Clerks. Clerk Inzer requested the Board to support adequate Clerk funding through its legislative process.

- *Commissioner Maddox moved, duly seconded by Commissioner Dailey, to add this issue to its list of legislative priorities. The motion carried 7-0.*
- Clerk Inzer thanked the Board for its continued support.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Sauls to approve the Consent Agenda, with the exception of Items 3, 16, and 17, which were pulled for further discussion. The motion carried 7-0.

1. Approval of Minutes: June 23, 2015 FY 2016 Budget Workshop; June 23, 2015 Regular Meeting; and, July 7, 2015 Regular Meeting

The Board approved Option 1: Approve the minutes of the June 23, 2015 FY 2016 Budget Workshop; June 23, 2015 Regular Meeting; and, July 7, 2015 Regular Meeting.

2. Ratification of Appointments to the Development Support and Environmental Management Citizen's User Group, Housing Finance Authority, Human Services Grant Review Committee, Library Advisory Board, and Tallahassee-Leon County Commission on the Status of Women and Girls

The Board approved Options 1-5:

1. *Ratify Commissioners' appointments to the Development Support & Environmental Management (DSEM) Citizen's User Group, as follows:*
 - a. *Commissioner Proctor appoints April Asker for an initial term of one year.*
 - b. *Commissioner Sauls appoints Brad Parker for an initial term of two years.*
 - c. *Commissioner Dailey appoints Ronald Burger for an initial term of three years.*
 - d. *Commissioner Desloge appoints Alan Weekley for an initial term of one year.*
 - e. *Commissioner Dozier appoints Clifford Lamb for an initial term of two years.*
 - f. *Commissioner Lindley appoints Bob Campbell for an initial term of three years.*
 - g. *Commissioner Maddox appoints Stephen Fredrickson for an initial term of one year.*
2. *Ratify Commissioner Sauls' reappointment of Allen Stucks to the Housing Finance Authority for a term of four years.*
3. *Ratify Commissioner Sauls' appointment of David Jacobsen to the Human Services Grant Review Committee for a term to expire December 31, 2016.*
4. *Ratify Commissioner Desloge's appointment of Lillie Mae Brown to the Library Advisory Board for a term of two years.*
5. *Ratify Commissioners' appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls, as follows:*
 - a. *Commissioner Desloge reappoints Jeanne O'Kon for a term of two years.*
 - b. *Commissioner Lindley appoints Sharon Ofuani for a term of two years.*
 - c. *Commissioner Maddox reappoints C. Sha'Ron James for a term of two years.*
 - d. *Commissioner Sauls appoints Erin VanSickle for a term of two years.*

3. Authorization to Proceed with the Development of a School Siting Standards Ordinance

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Proctor questioned the difference between the siting of public and private schools as it appeared that the standards were more stringent for public school siting's. He was concerned that the requirements could impact the future development of a new high school for the Southside.

David McDevitt, Development Support and Environmental Management (DSEM) Director, responded that the school siting process for public schools is driven by policy and goals of the comprehensive plan; however there are currently no standards that apply to public/charter schools. He also mentioned that standards were needed for the use of existing facilities as charter schools. He assured the Board that staff would work with citizens groups in the development of the new standards; which will be brought back to the Board for approval.

Commissioner Proctor continued that he was opposed to standards that would be an obstacle to the siting/building of a new Southside high school. He also expressed a frustration that there was no mention of the amount of required acreage needed for school sitings. He indicated that he could not support staff's recommendation. Commissioner Proctor believed that the majority of the residents of his district philosophically do not support charter schools as many perceive that they drain funds from public schools.

Commissioner Dozier stated that she favored the idea of repurposing old building for charter schools and added that she would prefer to see charter schools move into the Southside.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize staff to proceed with the development of a School Siting Standards Ordinance. The motion carried 6-1 (Commissioner Proctor in opposition).

4. Approval of a Release, Quitclaim and Termination of Conservation Easement from Joey Charron of Powerhouse Construction of Tallahassee, Inc.

The Board approved Option 1: Approve the Release, Quitclaim and Termination of Conservation Easement from Powerhouse Construction of Tallahassee, Inc., referenced as easement #6 within The Ridge at Velda Dairy Subdivision.

5. Approval of a Release and Quitclaim of Conservation Easement, and Acceptance of a Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery Project

The Board approved Option 1: Approve a Release and Quitclaim of Conservation Easement, and accept for recording a Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery project.

6. Acceptance of a Conservation Easement from Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse Project

The Board approved Option 1: Approve and accept for recording a Conservation Easement from Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse project.

7. Approval of the Memorandum of Agreement Between Leon County and the Florida Veterans Foundation, Inc. for Administration of the Veterans Emergency Assistance Program for FY 15/16

The Board approved Option 1: Approve the Memorandum of Agreement between Leon County and the Florida Veterans Foundation, Inc. for administration of the Veterans Emergency Assistance Program for FY 15/16, and authorize the County Administrator to execute the Agreement and any future modifications.

8. Adoption of Proposed Revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

The Board approved Option 1: Adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process".

9. Approval of Payment of Bills and Voucher Submitted for September 15, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 16 through September 28, 2015

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 15, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 16 through September 28, 2015.

10. Approval to Certify the Tax Collector's Recapitulation of the Property Tax Rolls for 2014

The Board approved Option 1: Approve certification of the recapitulation of the Property Tax Roll for 2014, which entitles the Tax Collector to credit the tax assessment roll accordingly.

11. Approval of the Submittal of Two Federal Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grants to the Florida Department of Law Enforcement and Approval of the Memorandum of Understanding Between Leon County and the City of Tallahassee Regarding the Distribution of U.S. Department of Justice Assistance Grants Funding

The Board approved Options 1 & 2: 1) Approve the submittal of two 2015 Edward Byrne Memorial Justice Assistance Grants to the Florida Department of Law Enforcement, and 2) Approve the Memorandum of Understanding between Leon County and the City of Tallahassee concerning the allocation of the U.S. Department of Justice's Justice Assistance Grant, and authorize the County Administrator to execute.

12. Approval to Allocate Funds for Fiscal Year 2014/15 to the Leon County School Board for the Leon County Expanded Driver's Education program and Approval of Agreement with Leon County Schools for Fiscal Year 2015/16

The Board approved Options 1, 2 & 3: 1) Approve the allocation of 100% of fiscal year 2014/15 Dori Slosberg funds to Leon County School Board for the 2015/16 school year's Expanded Driver's Education Program;; 2) Approve the Agreement with Leon County School Board for Fiscal Year 2015/16 Leon County Expanded Driver's Education Program, and authorize the County Administrator to execute, and 3) Approve the FY 2014/15 Summary Report and FY 2015/16 Doris Slosberg Fund Proposals.

13. Acceptance of Bequest of \$102,987 from the Trust Fund of Russell Chaney to the LeRoy Collins Leon County Public Library

The Board approved Options 1 & 2: 1) Accept the \$102,987 from the Trust Fund of Russell Chaney to the LeRoy Collins Leon County Public Library, and 2) Approve the Resolution and associated Budget Amendment Request.

14. Approval of the Leon County Office of Library Services FY 15-16 Annual Plan and Approval of the State Aid to Libraries Grant Agreement Between the Florida Department of State and Leon County

The Board approved Options 1 & 2: 1) Approve the Office of Library Services' FY 15-16 Annual Plan, and 2) Approve the State Aid to Libraries Grant Agreement between the Florida Department of State and Leon County, and authorize the County Administrator to execute.

15. Adoption of a Proposed Enabling Resolution to Reauthorize the Countywide Water Resources Citizens Committee

The Board approved Option 1: Adopt a proposed Enabling Resolution to reauthorize the Countywide Water Resources Citizens Committee.

16. Acceptance of Recommendations and Resolution from the Water Resources Advisory Committee Regarding Porter Sink

The item was pulled from the Consent Agenda by Chairman Lindley on behalf of a citizen.

Speaker:

- Dr. Tom Kwader, 2620 Lucerne Drive, urged the Board to not adopt the recommendation and resolution presented by the Water Resources Advisory Committee, to not plug Porter Sink (within Lake Jackson). He asserted that leaving the sink unplugged would negatively impact the aquifer as tainted water goes through the sink into the aquifer.
- Jess Van Dyke, 16624 Sunray Road, expressed support for the Resolution submitted by the Water Resources Advisory Committee regarding Porter Sink and suggested that Lake Jackson to be allowed to function naturally. He cautioned against a serious flood should the sink be plugged. He noted that the Native American name for Lake Jackson was Okeeheepkee meaning "disappearing water" and needs to continue as an aquatic preserve.

Commissioner Dozier moved, seconded by Commissioner Dailey, approval of Option 1: Accept the recommendations and Resolution from the Water Resources Advisory Committee regarding Porter Sink.

Commissioner Dailey pointed out that the State has jurisdiction over Lake Jackson and as such the County's authority is limited. He suggested Dr. Kwader meet with appropriate state officials to make his concerns heard.

The motion carried 7-0.

17. Approval to Renew the Agreements with Tallahassee Community College and North Florida Community College for the Provision of Internships for Emergency Medical Services Technology Students

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Proctor expressed his support for the item and commented that this was an excellent outreach effort by the County.

Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Approve the updated renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology students, and 2) Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology students. The motion carried 7-0.

18. Acceptance of the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$41,204

The Board approved Options 1 & 2: 1) Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the amount of \$41,204 and authorize the County Administrator to execute all documents related to the grant project, and 2) Approve the Resolution in support of the grant.

19. Approval of an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation

The Board approved Option 1: Approve an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation, and authorize the County Administrator to execute.

20. Request to schedule First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.

The Board approved Option 1: Schedule the first and only Public Hearing to consider the adoption of a proposed ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.

21. Approval of Mediated Settlement Agreement in Eminent Domain Acquisition of Property Needed for the North Monroe Street Northbound Through/Turn Lane Project

The Board approved Option 1: Approve Mediated Settlement Agreement and proposed settlement amount for expert fees and costs in eminent domain acquisition of property needed for North Monroe Street Northbound Through/Turn Lane Project.

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

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

General Business

22. Acceptance of Gartner Computer Aided Dispatch (CAD) Assessment Report and Approval of PremierOne Computer Aided Dispatch Maintenance and Support Agreement with Motorola for the Computer Aided Dispatch (CAD) System

County Administrator Long provided a brief introduction of the item and introduced Tim Lee, Consolidated Dispatch Agency (CDA) Director. Mr. Lee shared that the Board had at its May 12, 2015 meeting approved for Gartner Inc. to perform a risk assessment of the Motorola PremierOne Computer Aided dispatch (CAD). He stated that Gartner is a worldwide leader in information technology research and consulting and introduced Mr. Scott Porter, Gartner CDA Assessment Report consultant.

Mr. Porter presented the highlights of the CAD Risk Assessment Report. He provided an overview of the 37 recommendations resulting from the assessment. He added that many of the issues are due to a lack of communication regarding expectations, roles (who does what), and responsibilities. He conveyed that the risk assessment examined nine program categories: performance, vendor support, scope, requirements, governance, testing, client support, training and infrastructure and discussed the key findings in each of those areas.

Commissioner Proctor relayed that the written documentation did not provide him with the confidence he needed to continue with Motorola. He expressed concerns that when a system failure occurs Motorola does not want to provide the County with the backup tape of the incident and asked for clarification on who has ownership of the backup tape. Mr. Porter responded that he was unfamiliar with the backup tape issue and this was not part of the scope of his review; however, noted that the City maintains all of the equipment on site and should have full access. Commissioner Proctor questioned the County's role in the operation of the CDA. County Administrator Long clarified that the decision was made early on that the City would have responsibility relative to the maintenance of information and technology and the County was lead on the construction/architecture of the building. He assured Commissioner Proctor that the County was very much an owner (along with the City and Sheriff's Office) and involved in the process in all the important ways. Commissioner Proctor raised concerns that according to the report the City does not have sufficient resources to fulfill the support responsibilities, i.e., training, infrastructure, and system administration. Mr. Porter replied that while it is not uncommon when organizations consolidate dispatch functions to receive services from a participating agency the County representatives on the CDA Board should require that the service provider, i.e., the City, provide the agreed upon services. He pointed out that the report recommends the City enhance its personnel to fulfill the agreement. Commissioner Proctor concluded by suggesting that the CDA Board be expanded to include the City and County Attorneys.

Chairman Lindley stated that she "strongly disagreed" with Commissioner Proctor relative to the governance of the CDA and the role of the County. She acknowledged that while there are problems, the Risk Assessment Report provides a thorough review and evaluation of the risks and offers recommendations on how to proceed going forward.

Commissioner Maddox appreciated the amount of detail provided in the Risk Assessment. He noted the number of "moderate" ratings and asked if the number should be acceptable. Mr. Porter conveyed that it would not be acceptable if ignored and, in fact would continue to worsen. Commissioner Maddox inquired about the timeline on when the Board could expect the "moderates" to change and asked if a

status report is expected. County Administrator Long responded that many of the 37 recommendations are addressed in the Maintenance and Support Agreement and would be effectuated upon adoption by the Board. Commissioner Maddox also established with Mr. Long that a status report on improvements would be provided to the Board in six months to a year. Regarding Commissioner Proctor's concerns about the City, he stated that while they are disconcerting, he believed they can be worked out between the City Manager and County Administrator.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the Gartner Tallahassee Computer Aided Dispatch (CAD) Risk Assessment Report, and 2) Approve the PremierOne Computer Aided Dispatch Maintenance and Support Agreement with Motorola, and authorize the County Administrator to execute, in a form approved by the County Attorney.

Commissioner Dozier expressed appreciation for the assessment process but was troubled by a number of issues, i.e., training, human error, and system outages. She submitted that for her the report highlighted that, from the very beginning, the "foundation" was not solid and that the management of the Motorola system was not established. She opined that a separate RFP for the CAD system should have been pursued as this is where specificity, expectations, roles, etc. are defined. She noted that due to the lack of defined expectancies, too many issues are disagreed upon by the City and Motorola and miscommunications between the two were delineated throughout the report. She discussed with Mr. Porter the governance of CDA staff and ascertained that the assessment looked at governance in general but did not explore all alternatives for how the CDA might operate. He indicated however, that they did recommend that "The CDA Board establish support level expectations for the City that include regular reporting of system health against established system performance criteria and clear escalation and notification of priority issues" and suggested this could be done through an interlocal agreement. Discussion continued regarding the City's relationship with the CDA Board and Commissioner Dozier stressed the importance of oversight. Commissioner Dozier confirmed with County Administrator Long that the CDA Board intended to formalize the Agreement with the City. Additionally, Mr. Long shared that upon approval of the report, all documents would come back for formal approval. Commissioner Dozier asked that the status report reference the 37 recommendations and how they relate to the agreements.

Commissioner Desloge stated that this is a work in progress but was encouraged by the direction.

The motion carried 7-0.

*As a follow-up to Commissioner Proctor's comments regarding the back-up tapes, Mr. Lee relayed that an IT person has been hired and is available 24/7 should data be needed. Additionally, he shared in response to Commissioner Dozier, that there is currently a network analysis being done to look at the CDA infrastructure.

23. Acceptance of a Status Report on Swimming Lessons, Including Infant Water Survival Instruction, as a Home Occupation

County Administrator Long introduced the item.

David McDevitt, Developmental Services and Environmental Management (DSEM) Director, provided a history and brief analysis of the issues. He relayed that the County had received a complaint in early April pertaining to a home-based swimming

lessons business on Skipper Lane. The complaints alleged 1) large amounts of traffic on narrow private road; 2) excessive parking in the driveway and right of way (10-12 cars) and 3) extreme noise. He stated that staff was able to validate that there was home based activity which appeared to be in violation of the County's home occupation ordinance. He discussed staff's analysis of how other jurisdictions, i.e., comparable counties and the City of Tallahassee, handles these types of home based businesses and offered several options that might be available to the business owners which might allow them to continue to provide the lessons. Mr. McDevitt concluded that based on the analysis provided, staff does not recommend amending the Home Occupation Ordinance to allow swimming lessons, including infant water survival instructions, as a home occupation.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept the status report and direct staff to take no further action regarding amending the Home Occupation Ordinance to allow swimming lessons, including infant water survival instruction, as a home occupation.

Speakers:

- Raul Das, 7551 Skipper Lane, presented a power point presentation "respectfully challenging" staff's report. He asserted that staff report was incomplete; was inaccurate in regards to counties listed as not allowing swimming lessons; included exaggerations of noise issues, and referenced traffic and parking issues that were an abnormal occurrence. He urged the Board to not support staff's recommendation, but rather direct staff to develop an ordinance to allow swimming lessons that is similar to either Hillsborough County's or Martin County's approach.
- Greg Wilder stated that his children took the life saving course offered by Ms. Das and spoke on the importance of allowing these lessons to continue.
- Julia Daum, 599 Tunghill Drive, shared that she also offers the lifesaving swimming lessons. She stated that the County's Code Enforcement Office had, up until this past year, deemed that the home based business was not in violation of County code. She asserted that the alternatives offered by staff were not viable options and offered the following solutions: allow teaching at student's homes in blocks of time (minimum three hours); set time frames 9:00 – 6:30; require hedges or some other sound reducing barrier. Ms. Daum stated that she and Ms. Das were the only two in town who teach survival skills to children under two years old and asked the Board to help them find a solution.
- Natalie Lindbloom, 4028 Roscrea Drive, conveyed that her children have taken the lifesaving course and believed it was an option that should be available to parents.
- Steward McMillan, 4715 Tory Sound, commented that he had once lived near a similar business for years and it was extremely loud and diminished the quality of life for him and his family.

Commissioner Desloge stated that he was "definitely interested in the safety of children and in the lives of children". He shared narrative of an e-mail he had received delineating the noise and disruption caused by a similar situation. He asked staff to revisit the opportunity to host infant water survival lessons at City pools. He commented that while this type of service is needed, also realized the division between a home and a business. He expressed support for the existing code and staff's recommendation.

Commissioner Dozier stated that this is a difficult situation; however, it is the job of the Board to look at the County as a whole and do what is best for the entire community. She indicated that she had received numerous calls/comments from individuals who do not want this in their neighborhood. She encouraged the infant water survival instructors to continue to contact the City about the use of pools and to seek other alternatives. Commissioner Dozier also established with Mr. McDevitt that home day care centers are regulated by the State and that the County has cited violations for other types of home based businesses, when appropriate.

Commissioner Desloge amended his motion to send a formal letter from the County to the City regarding the use of public pools for the purpose of infant water survival lessons.

Chairman Lindley agreed to write the letter on behalf of the County.

Commissioner Maddox stated that he is committed to doing whatever he can to assist the instructors in their request to the City regarding use of their pools.

The motion, as amended, carried 7-0.

24. Authorization to Amend the FY 2014/15 Primary Healthcare Contracts with Bond Community Health Center and Neighborhood Medical Center

County Administrator Long introduced the item. He explained that Bond and Neighborhood Medical Center have informed the County that they had exhausted their primary care allocations and are requesting reallocations from existing mental health and dental funding to support primary care visits. He stated that staff supports the request, but the action does require an amendment to the contract.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Authorize staff to draft an amendment to the FY 2014/15 Primary Healthcare Contract with Bond Community Health Center that reallocates \$33,840 in mental health funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute, and 2) Authorize staff to draft an amendment to the FY 2014/15 Primary Healthcare Contract with Neighborhood Medical Center that reallocates \$80,000 in dental funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute. The motion carried 7-0.

Chairman Lindley recognized Dr. Temple Robinson, CEO, Bond Community Health Center to address the Board. Dr. Robinson thanked the Board and staff for approval of the request. She also shared that Bond did not receive any funds for dental services in FY 14/15; however, they served 4,000 dental patients of which approximately 30% were uninsured. She requested that Bond be included in dental funding for FY 15/16.

25. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of 41,991,833 for Construction of Phase 1 Magnolia Multi-use Trail and City Utility Improvements

Commissioner Proctor moved, duly seconded by Commissioner Sauls, approval of Option 1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$1,991,833 for the Phase 1 Magnolia Drive improvements, and authorize the County Administrator to execute. The motion carried 7-0.

26. Approval of Agreement Awarding Bid to Barkley Security Agency, Inc. in the Amount of \$272,312 for Security Guard Services, as a Continuing Services Contract

Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the Agreement awarding bid to Barkley Security Agency, Inc. in the amount of \$272,312 for Security Guard Services, as a continuing services contract, and authorize the County Administrator to execute. The motion carried 7-0.

5:27 p.m. Chairman Lindley announced that the Board would recess for its dinner break and reconvene at 6:00 to conduct the scheduled public hearings and the remainder of the Board's agenda.

27. Authorization to Amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element Regarding an Interlocal Agreement Governing Annexation Procedures

County Attorney Thiele introduced the item. He provided an overview of the item and recommended that the Board authorize a Comprehensive Plan Amendment and Interlocal Agreement with the City.

Commissioner Dozier commended staff for the thoroughness of the agenda item.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Authorize staff to complete an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4[I], to require the City and County enter into an interlocal agreement governing annexation procedures. The motion carried 7-0.

28. Consideration of Full Board Appointments to the Development Support and Environmental Management Citizen's User Group, Educational Facilities Authority, Palmer Munroe Community Executive Committee, and CareerSource Capital Region

County Administrator Long introduced the item.

Chairman Lindley transferred the gavel to Vice-Chairman Proctor.

The Board approved Options 1a-f, 2, 3, and 4.

1) The full Board makes appointment to the Development Support and Environmental Management Citizen's User Group, each for a term of three years:

- a. Commissioner Lindley moved the appointment of Jeffrey Priddle as a member who is engaged in providing development, planning or environmental-related consulting. The motion carried 7-0.*
- b. Commissioner Maddox moved, duly seconded by Commissioner Desloge, to appoint the following:*
 - Richard Wolfarth as a member who is engaged as a real estate professional or represents a real estate-related organization or association.*
 - Rick Zelnak as a member who serves on a neighborhood association board or represents a neighborhood-based organization or association.*
 - Pamela Hall as a member who represents a community-based, environment-related organization.*
 - David Thayer as a member who is involved with land development.*
 - Dr. Michelle Gayle as a member who is employed by a university or local school system.*

The motion carried 7-0.

- 2) Commissioner Lindley moved, duly seconded Commissioner Dozier, to appoint Richard Givens to the Educational Facilities Authority for a term of five years. The motion carried 7-0.
- 3) Commissioner Maddox moved, duly seconded by Commissioner Dozier, reappointment of Anne Vinson to the Palmer Munroe Community Executive Committee for a term of two years. The motion carried 7-0.
- 4) Commissioner Maddox moved, duly seconded by Commissioner Desloge, appointment of Sean Pittman to the CareerSource Capital Region for a term of three years. The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

6:00 p.m. Chairman Lindley reconvened the Board and conducted the following scheduled public hearings.

29. First Public Hearing for Adoption of the FY 15/16 Tentative Millage Rates and Tentative Budgets

Chairman Lindley announced the public hearing.

County Administrator Long stated that this was the first of two required public hearings to adopt the countywide budget for FY 2015/16 and the second and final public hearing would be held on September 29, 2015 at 6:00 p.m. He invited those individuals who wished to comment on the item, to complete a speaker card and submit to the Clerk.

County Administrator Long read the following into the record:

- The proposed aggregate millage rate is 8.8144 mills, which is 1.31 percent over the aggregate millage rate of 8.706 mills. Ad valorem revenues will increase due to an upturn in property values and will be used to support the following: sustaining a high level of Countywide service delivery; a continued support of human services initiatives; enhanced support for law enforcement; ensuring adequate funding for the upcoming presidential election cycle.

Chairman Lindley confirmed there were no speakers on this item.

The Board approved the following options:

- Option 1: Commissioner Dozier moved, duly seconded by Commissioner Desloge, adoption of Resolution 15-44, the tentative FY 15/16 Countywide millage rate of 8.3144 mills. The motion carried 7-0.
- Option 2: Commissioner Proctor moved, duly seconded by Commissioner Maddox, adoption of Resolution R15-45, the tentative FY 15/16 Countywide budget. The motion carried 7-0.
- Option 3: Commissioner Dozier moved, duly seconded by Commissioner Desloge, adoption of Resolution 15-46, the tentative FY 15/16 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.
- Option 4: Commissioner Desloge moved, duly seconded by Commissioner Maddox, adoption of Resolution 15-47, the tentative FY 15/16 Emergency Medical Services MSTU budget. The motion carried 7-0.
- Commissioner Dozier moved, duly seconded by Commissioner Desloge, to direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY 15/16 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY 15/16. The motion carried 7-0.

30. First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance

County Administrator Long announced the public hearing. He stated that the proposed ordinance is primarily for clarification purposes and to respond to new Federal guidelines.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only Public Hearing and adopt the proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance. The motion carried 7-0.

Upon conclusion of the public hearings, the Board continued its General Business agenda, Item #27.

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

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

Comments/Discussion Items

County Attorney Thiele:

- No comments.

County Administrator Long:

- No comments.

Commissioner Discussion Items

Commissioner Sauls:

- No comments.

Commissioner Desloge:

- No comments.

Commissioner Maddox:

- No comments.

Commissioner Dozier:

- Mentioned that she enjoyed the Garden at Kate Sullivan event and commended staff for their efforts to make a success.
- Commended FSU Department of Religion on its 50-year anniversary.
- *Commissioner Dozier moved, duly seconded by Commissioner Desloge, to present a proclamation recognizing October 2015 as Breast Cancer Awareness Month, to be presented at the September 29, 2015 meeting. Approved without Objection.*
- *Requested approval for Lee Wagner, Director of the Boys & Girls Club, to make a presentation on achievements of the Club at a future meeting. Approved without Objection.*
- Expressed concern about the pedestrian safety at new crosswalks installed by the City, as it appears hardly anyone stops to allow pedestrians to cross. She acknowledged that this is a City issue; however asked if the Chairman could bring this issue up at the next Mayor/Chair meeting.
 - Chairman Lindley agreed to bring these concerns to the Mayor.
- *Commissioner Dozier requested an agenda item exploring the idea of a Countywide citizen scavenger hunt. Approved without Objection.*

Commissioner Dailey:

- No comments.

Vice-Chairman Proctor:

- Asked for a status report on the MWBE program and that 250,000 set-aside for the disparity study during the Budget Workshop.
 - County Administrator Long confirmed that the MWBE Program Workshop was scheduled for October 27th and will provide an opportunity for the Board to discuss the \$250,000 set-aside.
- Commissioner Proctor requested acknowledgment for the 150th Session of the African Methodist Episcopal Florida Annual Conference, held September 15 - 18, 2015 at the Bethel AME Church.
 - Chairman Lindley offered to write a letter of congratulation on behalf of the Board. Approved without Objection.
- Acknowledged Chairman Lindley's comments at the dedication of the Sheriff's Office Administration Building in honor of the late Sheriff Larry Campbell.

Chairman Lindley:

- *Requested Board approval to allow a presentation by Carol Bewly of the Civil Air Patrol regarding a request for a Memorandum of Understanding with the County which will allow him to work with other government agencies, a requirement of the Civil Air Patrol. To be scheduled for the September 29th Board Meeting. Approved without Objection.*
- *Requested a Proclamation honoring the retirement of Misty Green for her 26 years of service with the Library. To be presented at the September 29th meeting. Approved without Objection.*
- *Requested a Proclamation recognizing the new inductees into the FAMU Hall of Fame. Approved without Objection.*
- Presented an award to Maggie Theriot and Emma Smith acknowledging their efforts on the passage of the gas station assistance ordinance.

Receipt and File:

- Capital Region Community Development District – Record of Proceedings for the June 11, 2015 Meeting
- Northwest Florida Water Management District Tentative Budget for Fiscal Year 2015/16

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:34 p.m.

LEON COUNTY, FLORIDA

ATTEST:

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

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


Leon County
Board of County Commissioners
Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Staff Report on a Special Recognition Process for Academics and Athletic Achievements at Local Schools

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept staff's report on a special recognition process for academics and athletic achievements of local students and schools and continue to utilize the current proclamation process and procedure.

Report and Discussion

Background:

During the June 9, 2015 regular meeting, the Board directed staff to explore opportunities for a special recognition format for the academic and athletic achievements of students and local schools. Further direction was given to examine the process currently utilized by the City of Gainesville.

Analysis:

The Board has traditionally recognized academic and athletic achievements made by local students and/or school with a proclamation. Pursuant to County Policy, Commissioners request Board approval to present a proclamation or the Chairman approves requests during periods in which a Board meeting is not timely scheduled (Attachment #1). The proclamation is often presented during a Board meeting, but may be presented at an event or mailed. Presently, the proclamation process acts as the Board's ceremonial recognition policy.

In addition to its formal proclamation, the City of Gainesville has an informal process in which the Mayor presents certificates of merit to local students and/or specific schools in recognition of an achievement at regularly schedule commission meetings. Gainesville utilizes the Alachua County Public Schools monthly newsletter as the source of information on various student and school achievements in order to award certificates of merit.

Currently, Leon County Schools does not circulate a monthly newsletter nor has a formal process in communicating student achievements to the community at large. Additionally, Leon County Schools rarely distributes news releases on students' academic and athletic achievements. As a result, the Board would not have a source of information on such accomplishments similar to Gainesville. Therefore, staff recommends that the Board continue to utilize the current proclamation process and procedure to recognize the academic and athletic achievements of local students and schools.

Options:

1. Accept staff's report on a special recognition process for academics and athletic achievements of local students and schools and continue to utilize the current proclamation process and procedure.
2. Direct staff to further explore the development of a special recognition format for the academic and athletic achievements of local students and schools.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy"

1.07

Board of County Commissioners Leon County, Florida

Policy No. 12 - 5

Title: Proclamations and Resolutions- Ceremonial Recognition Policy

Date Adopted: September 10, 2013
Effective Date: September 10, 2013

Reference: N/A

Policy Superseded Policy No. 78-4, "Proclamations," adopted 9/26/989; Policy No. 98-01, "Model Resolutions," adopted 4/14/98; Policy No. 12-5, "Proclamations and Resolutions- Ceremonial Recognition Policy," adopted December 11, 2012

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 12-5, "Proclamations and Resolutions- Ceremonial Recognition Policy," adopted December 11, 2012 be superseded and a revised Policy be adopted in its place, to wit:

Article 1: Intent, Purpose, and Scope

- A. The intent and purpose of this Policy is to establish guidelines to govern (i) the issuance of formal recognition in support of a particular event, program, or cause, or recognition of a particular individual, (ii) the recognition and celebration of extraordinary achievements of individuals or organizations that directly impact the County, and (iii) the honoring or recognition of important and significant occasions to increase public awareness of issues that will help to improve the health, safety, and welfare of the citizens of Leon County.
- B. This Policy applies to the Board's issuance and presentation of all Proclamations and Resolutions, as those terms are herein defined. Furthermore, this Policy shall provide the exclusive policy and procedure for presenting any Proclamation or Resolution, and shall supersede any and all provisions of other Board policies to the extent that such other provisions may be inconsistent with this Policy.
- C. Requests for Proclamations and Resolutions are reviewed on a case-by-case basis and the Board reserves the right to decline any request, as well as the right to make exceptions to this Policy and its procedures.

Article 2: Definitions

- A. Board: the Leon County Board of County Commissioners.
- B. County: Leon County, Florida.
- C. Proclamation: the formal recognition, support, and celebration of (i) a particular event, occasion, program, or cause; (ii) a particular individual; or (iii) an extraordinary or significant achievement of an individual or organization that directly impacts the County.
- D. Resolution: a formal expression of opinion, intention, or support declared by the Board by a majority vote after consideration of the matter as presented by County staff in an agenda request.

Article 3: Criteria

- A. Requests for a Proclamation or Resolution will be considered by the Board only if its recognition, support, or celebration will result in the promotion of positive quality-of-life activities taking place in the County or will increase public awareness of issues that will help to improve the health, safety, and welfare of the citizens of the County. Examples of such activities and issues may include, but not be limited to, the following:
 - 1. extraordinary or significant achievements of individuals or organizations that directly impact the County;
 - 2. honoring occasions of importance and significance to the citizens of the County; and
 - 3. matters with widespread community interest or concern;
- B. Proclamations and Resolutions shall not be issued or adopted unless specifically approved by the Board. However, the Proclamation for qualifying events, programs, or occasions, may be approved by the Chairman during periods of time when no Commission meeting is timely scheduled. Furthermore, no Resolutions shall be adopted unless it has been considered in an agenda request at a regular meeting of the Board.
- C. Requests for Proclamations or Resolutions that are similar to those that have already been issued during the same calendar year may be declined.
- D. Requests for Proclamations or Resolutions may be declined if such request would result in the issuance or adoption by the Board of more than one Proclamation or Resolution per calendar year for the same individual or organization, or for the same event, occasion, program, or cause.
- E. Proclamations and Resolutions for an annually occurring event, occasion, program, or cause shall not be automatically issued or adopted each year. Requests for such Proclamations and Resolutions will be required each year and will be reviewed on a case-by-case basis.

Policy No. 12- 5
Proclamations and Resolutions- Ceremonial Recognition Policy

1.07

- F. Proclamations shall not be issued for:
1. individuals, organizations, or events that do not directly impact the County;
 2. campaigns, organizations, individuals, or events inconsistent with or contrary to County policies, ordinances, or laws;
 3. events, occasions, programs, or causes that occur outside the boundaries of the County;
or
 4. events, occasions, programs, or causes sponsored by for-profit organizations, except when such sponsorship is for a charitable purpose.
- G. No Proclamation or Resolution shall be used by the recipient as part of an advertisement or commercial promotion.
- H. Requests for Proclamations or Resolutions from national or international organizations must originate from an individual or organization located in the County; requesting proclamations must have an in-County sponsor.

Article 4: Procedure

- A. A County Commissioner may, under Commissioner Discussion Time at any regular Board meeting, request a Proclamation or Resolution.
1. With regard to a request for a Proclamation, such requests should include whether the Proclamation, if approved, would be presented at a Board meeting, mailed to an outside party, or presented at an outside special event. Absent any objections, the request for a Proclamation shall be considered approved by the Board.
 2. With regard to a request for a Resolution, such request shall require a proper motion to present the request on the agenda of a subsequent Board meeting, and shall require a favorable majority vote for approval.
 3. Proclamations for qualifying events, programs, or occasions, may be approved by the Chairman during periods of time when no Commission meeting is timely scheduled.
- B. The Board may authorize the Chairman to sign an approved Proclamation, attested to by the County Administrator, or a Commissioner may request that an approved Proclamation be signed by all members of the Board, attested to by the County Administrator. All Proclamations shall bear the official seal of the Board.
- C. The number of Proclamations to be issued at any one Board meeting shall be at the Chairman's discretion; provided, however, the number of Proclamations issued at any one meeting shall not exceed five.


Leon County
Board of County Commissioners
Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Release, Quitclaim, and Termination of Conservation Easement from Blair Bailey of KMAP, Inc.

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/DSEM Nawfal Ezzagaghi, P.E., Environmental Review Supervisor/DSEM Michael A. Hogan, Senior Stormwater Design Analyst/DSEM

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 Blair Bailey of KMAP, Inc. allowing the abandonment of Conservation Easements #1 and #2 within the previously approved Mariana Oaks Subdivision (Phase I) (Attachment #1).

Report and Discussion

Background:

This item requests Board approval of a Quitclaim Deed to release a 0.24-acre and a 0.27-acre Conservation Easement, referred to as Conservation Easements #1 and #2, within the Mariana Oaks Subdivision (Phase I). Leon County is the grantee of the previously approved conservation easements from the above referenced subdivision.

The existing Conservation Easements have been recorded as a part of the subdivision process to provide protection of significant slopes. The easements to be abandoned are small, isolated fragments, and are not located near a wetland or other protected feature. Easement #1 is located on lots 5 and 6 of Block C. Easement #2 is located on lots 7 and 8 of Block C. Both Easements are within the Mariana Oaks Subdivision (Phase I).

Subsequent to the subdivision's approval, the slope protection provisions in the Land Development Code (LDC) changed to allow disturbance to isolated slopes that are not protecting sensitive environmental features. The referenced slope areas are small; therefore, protection is not necessary. This abandonment is in accordance with LDC, Section 10-4.327(2)c.1., which states that within the Urban Services Area, a minimum of 50% of significant grades must be left undisturbed if located adjacent to or within 100 feet of wetlands, waterbodies, watercourses, floodplains, floodways, karst features, or special development zones.

Analysis:

Blair Bailey of KMAP, Inc. has requested to abandon the existing recorded Conservation Easements #1 and #2 to maximize the development and use of the residential lots. Abandoning the existing Easements will require recording of a Quitclaim Deed by the County.

The release of the existing Conservation Easements #1 and #2 enables the landowner and all other subsequent landowners to impact the area. The abandonment will enable the homeowners of the lots make best use of the lots and manage any stormwater runoff from the home sites.

Options:

1. Approve the Release, Quitclaim, and Termination of Conservation Easement allowing the abandonment of Conservation Easements #1 and #2 within the previously approved Mariana Oaks Subdivision (Phase I) (Attachment #1).
2. Do not approve the Release, Quitclaim, and Termination of Conservation Easement, and require the easement to be preserved as is within the previously approved Mariana Oaks Subdivision (Phase I).
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Release, Quitclaim, and Termination of Conservation Easement
2. Location Map

This instrument prepared by:
Herbert W.A. Thiele, Esq.
Leon County Attorney
301 S. Monroe Street; Suite 202
Tallahassee, Florida 32301

Pg 1 of 2

**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 **KMAP, Inc.**, whose mailing address is 2115 Trescott Drive, Tallahassee, FL 32308, as party 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 in Book 3687, Page 1052, 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 EASEMENTS #1 and #2, 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, tight, 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

Pg 2 of 2

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

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

BY: _____
CLERK

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

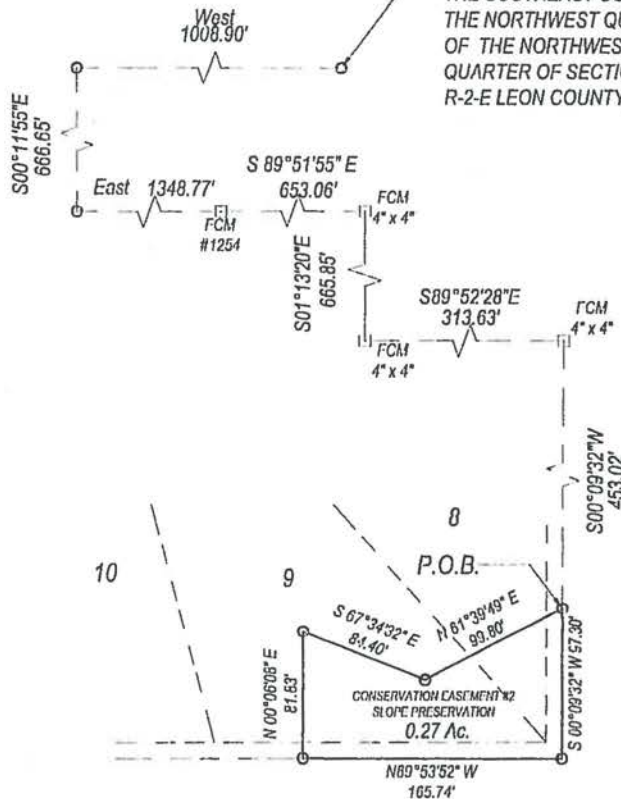
**SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA**

1. FORMER 4"X4" CONCRETE MONUMENT 2. 1/4"X1/4" RIGHT OF WAY 3. OFFERLINE 4. HAZARD 5. DELTA OR CORNUAL ANGLE 6. HAZARD 7. TANGENT DISTANCE 8. CHORD BEARING AND DISTANCE 9. PLAT BOOK AND PAGE 10. OFFICIAL RECORDS BOOK AND PAGE 11. DEED BOOK 12. BACK OF PLAT	1. F.I. 2. F.H.C. 3. F.H.C. 4. F.H.C. 5. F.H.C. 6. F.H.C. 7. F.H.C. 8. F.H.C. 9. F.H.C. 10. F.H.C. 11. F.H.C. 12. F.H.C.	1. FORMER 4"X4" CONCRETE MONUMENT 2. 1/4"X1/4" RIGHT OF WAY 3. OFFERLINE 4. HAZARD 5. DELTA OR CORNUAL ANGLE 6. HAZARD 7. TANGENT DISTANCE 8. CHORD BEARING AND DISTANCE 9. PLAT BOOK AND PAGE 10. OFFICIAL RECORDS BOOK AND PAGE 11. DEED BOOK 12. BACK OF PLAT	LEGEND TELEPHONE POLE SIGNAL POLE OUT HATCH GAS METER GAS VALVE WATER VALVE SANITARY SEWER FLOW ARROW SELECTING ROCK TELEPHONE PEDIESTAL COMBINATION POLE POWER POLE LIGHT POLE FIRE HYDRANT SANITARY SEWER MANHOLE	CURB SET YARD CHAIN BASEMENT VENT GRAVE MARK STORM MANHOLE HOUSE HORN WATER MESEN	1. F.I. 2. F.H.C. 3. F.H.C. 4. F.H.C. 5. F.H.C. 6. F.H.C. 7. F.H.C. 8. F.H.C. 9. F.H.C. 10. F.H.C. 11. F.H.C. 12. F.H.C.
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SKETCH OF DESCRIPTION

**SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA**

POINT OF COMMENCEMENT
THE SOUTHEAST CORNER OF
THE NORTHWEST QUARTER
OF THE NORTHWEST
QUARTER OF SECTION 8, T-1-S,
R-2-E LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE RUN WEST 1000.90 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 666.65 FEET, THENCE EAST 1340.77 FEET, THENCE SOUTH 89 DEGREES 51 MINUTES 55 SECONDS EAST 653.06 FEET, THENCE SOUTH 01 DEGREES 13 MINUTES 20 SECONDS EAST 605.85 FEET, THENCE SOUTH 01 DEGREES 52 MINUTES 28 SECONDS EAST 313.63 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST 453.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST 97.30 FEET, THENCE, NORTH 89 DEGREES 53 MINUTES 52 SECONDS WEST 165.74 FEET, THENCE NORTH 00 DEGREES 08 MINUTES 08 SECONDS EAST 81.83 FEET, THENCE SOUTH 67 DEGREES 34 MINUTES 32 SECONDS EAST 84.40 FEET, THENCE NORTH 01 DEGREES 39 MINUTES 49 SECONDS EAST 99.80 FEET TO THE POINT OF BEGINNING; CONTAINING 0.27 ACRE, MORE OR LESS.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
3. 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.
4. THIS IS NOT A BOUNDARY SURVEY.

[illegible]

Page 161 of 438
Parcels

1 inch = 200 feet

0 100 200 Feet

GLS
www.tlcgis.org

Disclaimer: Note: 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, this product is for reference only and is not to be construed as legal, tax or 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. This disclaimer shall apply to any and all information contained herein or any loss resulting therefrom.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project

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., Director, Environmental Services Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project (Attachment #1).

Report and Discussion

Background:

The grantor is preserving areas of wetland and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Additional Dwelling Unit process (Attachment #1). The Menard Additional Dwelling Unit Project is located on Tom Roberts Road, just west of its intersection with Springhill Road (Attachment #2). The preserved area totals .8 acres.

Analysis:

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected area. 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 Steven and Anne Menard for the Menard Additional Dwelling Unit Project (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement
2. Specific Location Map

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 10th day of September, 2015, by Steven and Anne Menard, whose mailing address is 6600 Tom Roberts Road, Tallahassee, Florida 32305 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.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Conservation 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 enure 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

Steven L. Menard

WITNESSES:

Jill Weisman
(Signature)
Jill Weisman
(Print Name)

SL Menard
(Signature)
STEVEN L MENARD
(Print Name)

GRANTOR

Anne T. Menard

WITNESSES:

Jill Weisman
(Signature)
Jill Weisman
(Print Name)

Anne T. Menard
(Signature)
Anne T. Menard
(Print Name)

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of September 2015, by Steven L. Menard, who is personally
(Husband's name)
known to me, or has produced M563-792-47-011-0 as identification and
(type of identification)
did not take an oath.

[Signature]
(Signature of Notary)
[Signature]
(Print, Type or Stamp Name of Notary)



Permit Tech

(Title or Rank)

(Serial Number, If Any)

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of

September 25 by Anne T. Menard, who is personally known to me, or has produced
(Wife's name)

M1563-058-48-705-0 as identification and did not take an oath.
(type of identification)

[Signature]
(Signature of Notary)

Kelly Boggs
(Print, Type or Stamp Name of Notary)

Permit Tech
(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

EXHIBIT A

P.O.C.
NE. CORNER OF THE NW. 1/4
OF SEC. 1, T-2-S, R-2-W
LEON COUNTY, FLORIDA

CONSERVATION EASEMENT: LEGAL DESCRIPTION:

Commence at a found 4 inch by 4 inch concrete monument marking the Northeast Corner of the Northwest Quarter of Section 1, Township 2 South, Range 2 West, Leon County, Florida, and thence run West along the North boundary of said Northwest Quarter to a set 4 inch by 4 inch concrete monument (4792), a distance of 385.07 feet, thence run South 89 degrees 58 minutes 02 seconds West a distance of 284.96 feet, thence run South 03 degrees 02 minutes 00 seconds West a distance of 398.72 feet, thence run South 86 degrees 58 minutes 00 seconds East a distance of 34.65 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 61 degrees 14 minutes 59 seconds East a distance of 44.20 feet, thence run North 83 degrees 29 minutes 50 seconds East a distance of 35.39 feet, thence run South 70 degrees 11 minutes 04 seconds East a distance of 68.23 feet, thence run South 27 degrees 23 minutes 29 seconds East a distance of 55.70 feet, thence run South 13 degrees 36 minutes 49 seconds East a distance of 32.71 feet, thence run South 01 degrees 31 minutes 57 seconds West a distance of 48.47 feet, thence run South 13 degrees 19 minutes 42 seconds West a distance of 36.90 feet, thence run South 45 degrees 52 minutes 35 seconds West a distance of 44.11 feet, thence run South 73 degrees 30 minutes 00 seconds West a distance of 39.92 feet, thence run North 77 degrees 35 minutes 46 seconds West a distance of 48.39 feet, thence run North 54 degrees 23 minutes 21 seconds West a distance of 38.95 feet, thence run North 29 degrees 58 minutes 09 seconds West a distance of 46.36 feet, thence run North 06 degrees 53 minutes 01 seconds West a distance of 55.20 feet, thence run North 01 degrees 17 minutes 16 seconds West a distance of 42.06 feet, thence run North 26 degrees 52 minutes 35 seconds East a distance of 39.73 feet to the POINT OF BEGINNING, containing 0.80 acres, more or less.

LINE TABLE

LINE	LENGTH	BEARING
L1	44.20	N61°14'59"E
L2	35.39	N83°29'50"E
L3	68.23	S70°11'04"E
L4	55.70	S27°23'29"E
L5	32.71	S13°36'49"E
L6	48.47	S01°31'57"W
L7	36.90	S13°19'42"W
L8	44.11	S45°52'35"W
L9	39.92	S73°30'00"W
L10	48.39	N77°35'46"W
L11	38.95	N54°23'21"W
L12	46.36	N29°58'09"W
L13	55.20	N06°53'01"W
L14	42.06	N01°17'16"W
L15	39.73	N26°52'35"E

SYMBOLS & ABBREVIATIONS

Δ - CENTRAL ANGLE
AC - ACRES ±
CH - CHORD
D.B. - DEED BOOK
FCM - FOUND CONCRETE MONUMENT
FIR - FOUND IRON ROD
(5/8" UNLESS NOTED)
F.I.R.M. - FLOOD INSURANCE RATE MAP
FIP - FOUND IRON PIPE
FPP - FOUND PINCHED IRON PIPE
FNC - FOUND NAIL AND CAP
L - ARC LENGTH
LB. - LICENSED BUSINESS
O.R. - OFFICIAL RECORD BOOK
PG. - PAGE
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
R - RADIUS OR RANGE
R/W - RIGHT OF WAY
SCM - SET CONCRETE MONUMENT
(4" x 4") UNLESS NOTED
SEC. - SECTION
SIR - SET 5/8" IRON ROD/CAP
SNC - SET NAIL AND CAP
UNREC. - UNRECORDED
N.G.V.D. - NATIONAL GEODETIC VERTICAL DATUM

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE STANDARDS FOR PRACTICE FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 5J-17.051/.052).

Alan D. Platt
ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4664

08/28/2015

DATE SIGNED

08/28/2015

DATE OF SKETCH

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

DRAWING:
9557-CE
PROJECT:
9557
SKETCH OF LEGAL DESCRIPTION OF:
CONSERVATION EASEMENT ON
4.88 ACRES IN
SEC. 1, T-2-S, R-2-W
LEON COUNTY, FLORIDA

A.D. Platt
& ASSOCIATES, INC.
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

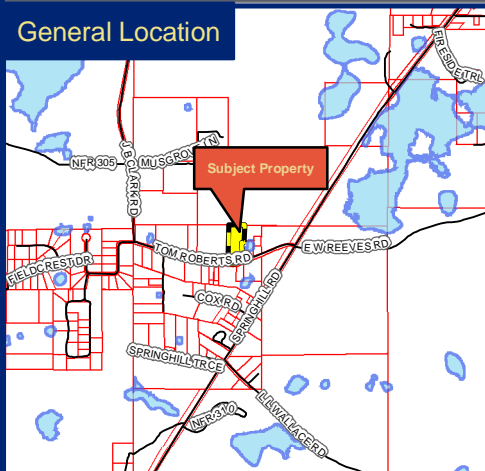
CERTIFIED TO:
STEVEN L. & ANNE T. MENARD
DAVID JOHN PRINTISS
& ANGELA MENARD PRINTISS

LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

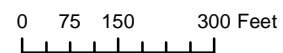


Proposed Conservation Easement
from Steven and Anne Menard for the
Menard Additional Dwelling Unit Project

General Location

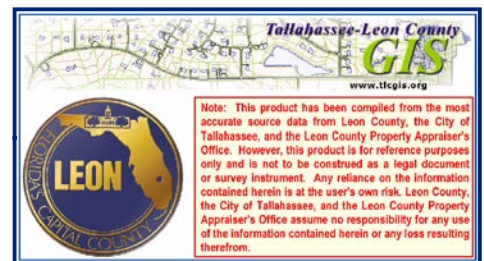


1 inch = 300 Feet



Legend

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



**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Conservation Easements from Bannerman Crossings V, LLC and Bannerman Forest, LLC for the Bannerman Road Widening 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 Bannerman Crossing V, LLC (Attachment #1), and a Conservation Easement from Bannerman Forest, LLC (Attachment#2) for the Bannerman Road Widening Project.

Report and Discussion

Background:

The grantor is preserving wetland, wetland buffer, waterbody, watercourse, significant and severe slopes, floodplain, and Lake McBride Special Development Zones within the Bannerman Road widening project area, consistent with requirements and conditions of the Environmental Management Act (EMA). The Conservation Easements are required as part of the Environmental Management Permit process and to meet the conservation and preservation area requirements of the EMA. The two Conservation Easements are contiguous, but are located on separate parcels; one Conservation Easement is being granted by Bannerman Crossing V, LLC (Attachment #1), and a second Conservation Easement is being granted by Bannerman Forest, LLC (Attachment #2). The Conservation Easement areas are located generally west/southwest of the Bannerman Road and Quail Common Drive intersection (Attachment #3). The preserved areas total 3.48 acres and expand on a previously recorded 10.41-acre conservation easement area.

Analysis:

The proposed Conservation Easements place the current landowners and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easements requires Board approval. The proposed Conservation Easements do 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 Bannerman Crossing V, LLC (Attachment #1), and a Conservation Easement from Bannerman Forest, LLC (Attachment #2) for the Bannerman Road Widening Project.
2. Do not approve and do not accept for recording a Conservation Easement from Bannerman Crossing V, LLC and a Conservation Easement from Bannerman Forest, LLC for the Bannerman Road Widening Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement Agreement from Bannerman Crossing V, LLC
2. Conservation Easement Agreement from Bannerman Forest, LLC
3. Specific Location Map

VSL/TP/DM/JK

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 11 day of September, 2015, by Bannerman Crossings V, LLC whose mailing address is 2073 Summit Lake Drive – Suite 155, Tallahassee, Florida 32317 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

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.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Bannerman Road Widening Conservation Easement Management & Maintenance 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 whosoever 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 enure 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.

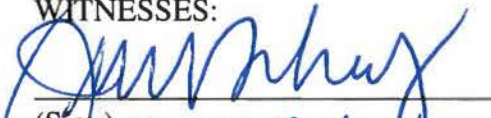
GRANTOR


Bannerman Crossings V, LLC
(Name of Corporation Typewritten)


(Signature of Officer or Agent)

Claude Walker, Manager
(Print Name and Title of Officer or Agent)

WITNESSES:


(Sign)
William M Schutz
(Print Name)

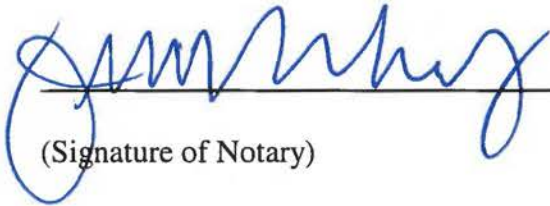

(Sign)
Kelli Gilbreath
(Print Name)

STATE OF FLORIDA :

COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 11 day of

September, 2015, by Claude R. Walker, the manager of Tierra Vista Group, LLC, the Manager of Bannerman Crossings V, LLC, a Florida limited liability company,
on behalf of the corporation. He is personally known to me.


(Signature of Notary)

(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

Bannerman Road Widening
Conservation Easement Management & Maintenance Plan

Notice: This plan does not necessarily provide exemption from any other applicable local, state, or federal regulations.

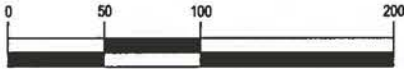
A. The following activities are allowed within the conservation easement area:

1. Eradication of invasive and nuisance plant species through the application of herbicides or by physical removal of such plants. Physical removal of invasive or nuisance species must be done with hand tools unless otherwise approved by Leon County Department of Development Support and Environmental Management, Division of Environmental Services. Disturbed soil areas must be mulched. Herbicides must be applied in accordance with the manufacturer's labeling. At a minimum, invasive species that are identified on the Leon County's List of Invasive Exotic Plants (see attached list) must be controlled. Other nuisance native species that may be controlled include grapevine (*Vitis* spp.), catbriar (*Smilax* spp.), and poison ivy (*Toxicodendron* spp.). Other nuisance species listed by private, state, or federal entities may also be removed after approval from Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
2. Any other activities specifically authorized by an Environmental Management Permit issued by the Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
3. Limited clearing and pruning of vegetation necessary to establish nature trails or pedestrian pathways used for passive recreation purposes. The location of these trails or pathways must be located so as to avoid impacts to native trees and other desirable native vegetation to the greatest extent practicable. Location and design of trails must be approved by Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
4. Maintenance activities necessary to properly maintain the nature trails or pedestrian pathways.
5. 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, Division of Environmental Services, or its successor. However, if the tree(s) presents an imminent danger, it may be removed immediately. Photos should be taken to document the condition of the tree prior to removal.
6. Planting of native species that are adapted to local site conditions. Any proposed planting of additional vegetation shall first be submitted to the Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor, for review and approval.

B. General Maintenance of the Conservation Easement Area:

Efforts shall be made to maintain and manage the conservation Easement area such that the average percent cover accounted for by invasive plant species does not exceed 1% (one percent). Immediately following a maintenance event, the average percent cover by invasive and nuisance plant species should be as close to 0 percent as possible.

GRAPHIC SCALE



1 inch = 100 ft.



SKETCH OF DESCRIPTION

SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

BANNERMAN ROAD ~ R/W VARIES

S 38°05'00" E 468.41' (D1)

N 38°02'20" W 473.67'

N 38°05'24" W 636.18' (D2)
N 38°08'30" W
635.68'

POINT OF COMMENCEMENT
NORTHERNMOST CORNER OF
LOT 1, BANNERMAN CROSSING,
PLAT BOOK 21, PAGE 68, LEON
COUNTY, FLORIDA

STANDARD ABBREVIATIONS:

AC. ACRES
CH= CHORD BEARING AND DISTANCE
Δ= DELTA OR CENTRAL ANGLE
E EAST
L= ARC LENGTH
N NORTH
O.R. OFFICIAL RECORD
R= RADIUS
R/W RIGHT-OF-WAY
S SOUTH
W WEST

LOT 7,
O.R. BOOK 3718,
PAGE 2335 (D2)

O.R. BOOK 3989,
PAGE 2031
11.40 AC.± (D1)

CONSERVATION
EASEMENT #1
2.27 AC.±

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.

LEGAL DESCRIPTION:

A portion of the lands described in O.R. Book 3989, page 2031 of the aforesaid records of Leon County, Florida, lying in Section 15, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northernmost corner of Lot 1 of Bannerman Crossing, a map or plat as recorded in Plat Book 21, page 89 of the aforesaid records, said corner also marking the Southwesterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence N 38° 08' 30" W along said Southwesterly Right-of-Way boundary and the Northeasterly boundary of the lands described in O.R. Book 3718, page 2335 of the aforesaid records, 635.68 feet to the Northernmost corner of said lands and the Southeasterly boundary of said lands described in O.R. Book 3989, page 2031; thence N 38° 02' 20" W along said Southwesterly Right-of-Way boundary, 473.67 feet to the Northwesterly boundary of said lands described in O.R. Book 3989, page 2031; thence leaving said Southwesterly Right-of-Way boundary, S 66° 23' 11" W along said Northwesterly boundary, 396.31 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence S 62° 53' 10" E, 119.95 feet; thence S 78° 38' 43" E, 163.35 feet; thence S 21° 45' 13" W, 102.75 feet; thence S 00° 50' 42" E, 60.45 feet; thence S 32° 36' 24" E, 49.31 feet; thence S 79° 25' 56" W, 185.53 feet; thence S 61° 29' 08" W, 90.74 feet; thence N 39° 10' 38" W, 281.40 feet to said Northwesterly boundary of said lands described in O.R. Book 3989, page 2031; thence N 48° 10' 56" E along said Northwesterly boundary, 185.32 feet; thence N 66° 23' 11" E along said Northwesterly boundary, 49.62 feet to the POINT OF BEGINNING. Containing 2.27 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice 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.

LARRY D. DAVIS
REGISTERED FLORIDA LAND 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.

MOORE BASS CONSULTING, INC.
805 N. GADSDEN STREET
TALLAHASSEE, FL. 32303 (850) 222-5678

CLIENT NAME

Bannerman II

PROJECT NAME

Bannerman Road Widening

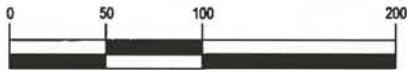
FILE #	14-027	554.068-SK-CONSERV.dwg
CONTRACT #	554.068	ARCHIVE
NOTEBOOK #		PAGE #
DATE	2015.08.31	DRAWN BY
		AJT

SHEET TITLE

SKETCH OF DESCRIPTION
(CONSERVATION EASEMENT #1)

1/2

GRAPHIC SCALE



1 inch = 100 ft.



SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

BANNERMAN ROAD ~ R/W VARIES

LEGAL DESCRIPTION:

A portion of the lands described in O.R. Book 3989, page 2031 of the aforesaid records of Leon County, Florida, lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northernmost corner of Lot 1 of Bannerman Crossing, a map or plat as recorded in Plat Book 21, page 89 of the aforesaid records, said corner also marking the Southwesterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence N 38° 08' 30" W along said Southwesterly Right-of-Way boundary and the Northeasterly boundary of the lands described in O.R. Book 3718, page 2335 of the aforesaid records, 635.68 feet to the Northernmost corner of said lands and the Southeasterly boundary of said lands described in O.R. Book 3989, page 2031; thence leaving said Southwesterly Right-of-Way boundary, S 51° 44' 33" W along said Southeasterly boundary, 680.43 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue S 51° 44' 33" W along said Southeasterly boundary, 144.00 feet; thence N 39° 10' 38" W, 83.34 feet; thence S 50° 49' 22" W, 505.63 feet to the Southwesterly boundary of said lands described in O.R. Book 3989, page 2031; thence N 38° 11' 42" W along said Southwesterly boundary, 25.00 feet; thence N 50° 49' 22" E, 608.37 feet; thence S 39° 10' 38" E, 80.82 feet; thence N 86° 59' 00" E, 50.55 feet to the POINT OF BEGINNING. Containing 0.60 acres, more or less.

O.R. BOOK 3989,
PAGE 2031
11.40 AC.± (D1)

CONSERVATION
EASEMENT #2
0.60 AC.±

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.

O.R. BOOK 3989,
PAGE 2031
5.67 AC.± (D1)

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice 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.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
O.R.	OFFICIAL RECORD
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST

		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 #	14-027	554.068-SK-CONSERV.dwg
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.				CONTRACT #	554.068	ARCHIVE
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678		CLIENT NAME Bannerman II		NOTEBOOK #		PAGE #
CERTIFICATE OF AUTHORIZATION No. 00007245		PROJECT NAME Bannerman Road Widening		DATE	2015.08.31	DRAWN BY AJT
		SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #2)		2/2		

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 11 day of September, 2015, by Bannerman Forest, LLC whose mailing address is 2073 Summit Lake Drive – Suite 155, Tallahassee, Florida 32317 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

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.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Bannerman Road Widening Conservation Easement Management & Maintenance 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 whosoever 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 enure 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.

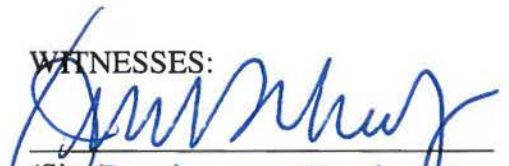
GRANTOR


Bannerman Forest, LLC
(Name of Corporation Typewritten)


(Signature of Officer or Agent)

Claude Walker, Manager
(Print Name and Title of Officer or Agent)

WITNESSES:

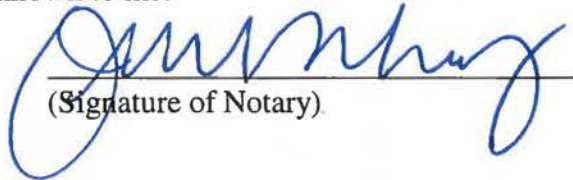

(Sign)
William Schultz
(Print Name)


(Sign)
Kelli Gilbreath
(Print Name)

STATE OF FLORIDA :

COUNTY OF LEON :

The foregoing instrument was acknowledged before me this 11 day of September, 2015, by Claude R. Walker, Manager of Tierra Vista Group, LLC, Manager of Bannerman Forest, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.


(Signature of Notary)

(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

Bannerman Road Widening
Conservation Easement Management & Maintenance Plan

Notice: This plan does not necessarily provide exemption from any other applicable local, state, or federal regulations.

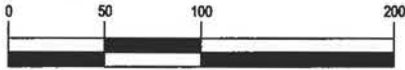
A. The following activities are allowed within the conservation easement area:

1. Eradication of invasive and nuisance plant species through the application of herbicides or by physical removal of such plants. Physical removal of invasive or nuisance species must be done with hand tools unless otherwise approved by Leon County Department of Development Support and Environmental Management, Division of Environmental Services. Disturbed soil areas must be mulched. Herbicides must be applied in accordance with the manufacturer's labeling. At a minimum, invasive species that are identified on the Leon County's List of Invasive Exotic Plants (see attached list) must be controlled. Other nuisance native species that may be controlled include grapevine (*Vitis* spp.), catbriar (*Smilax* spp.), and poison ivy (*Toxicodendron* spp.). Other nuisance species listed by private, state, or federal entities may also be removed after approval from Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
2. Any other activities specifically authorized by an Environmental Management Permit issued by the Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
3. Limited clearing and pruning of vegetation necessary to establish nature trails or pedestrian pathways used for passive recreation purposes. The location of these trails or pathways must be located so as to avoid impacts to native trees and other desirable native vegetation to the greatest extent practicable. Location and design of trails must be approved by Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor.
4. Maintenance activities necessary to properly maintain the nature trails or pedestrian pathways.
5. 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, Division of Environmental Services, or its successor. However, if the tree(s) presents an imminent danger, it may be removed immediately. Photos should be taken to document the condition of the tree prior to removal.
6. Planting of native species that are adapted to local site conditions. Any proposed planting of additional vegetation shall first be submitted to the Leon County Department of Development Support and Environmental Management, Division of Environmental Services, or its successor, for review and approval.

B. General Maintenance of the Conservation Easement Area:

Efforts shall be made to maintain and manage the conservation Easement area such that the average percent cover accounted for by invasive plant species does not exceed 1% (one percent). Immediately following a maintenance event, the average percent cover by invasive and nuisance plant species should be as close to 0 percent as possible.

GRAPHIC SCALE



1 inch = 100 ft.



SKETCH OF DESCRIPTION

SECTIONS 15 & 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

BANNERMAN ROAD ~ R/W VARIES

N 38°05'24" W 636.18' (D2)
N 38°08'30" W 635.68'

POINT OF COMMENCEMENT
NORTHERNMOST CORNER OF
LOT 1, BANNERMAN CROSSING,
PLAT BOOK 21, PAGE 68, LEON
COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of the lands described in O.R. Book 3718, page 2335 of the aforesaid records of Leon County, Florida, lying in Sections 115 and 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northernmost corner of Lot 1 of Bannerman Crossing, a map or plat as recorded in Plat Book 21, page 89 of the aforesaid records, said corner also marking the Southwesterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence N 38° 08' 30" W along said Southwesterly Right-of-Way boundary and the Northeasterly boundary of the lands described in O.R. Book 3718, page 2335 of the aforesaid records, 635.68 feet to the Northernmost corner of said lands; thence leaving said Southwesterly Right-of-Way boundary, S 51° 44' 33" W along the Northwestern boundary of said lands, 680.43 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence N 86° 59' 00" E, 316.49 feet; thence N 51° 12' 29" E, 29.18 feet; thence N 06° 32' 30" E, 75.87 feet; thence S 38° 41' 24" E, 55.58 feet; thence S 50° 40' 33" E, 26.57 feet; thence S 53° 49' 51" W, 60.99 feet; thence S 76° 48' 09" W, 292.07 feet; thence S 50° 49' 22" W, 111.01 feet; thence S 68° 57' 35" W, 56.13 feet; thence N 39° 10' 38" W, 69.28 feet to said Northwestern boundary; thence N 51° 44' 33" E along said Northwestern boundary, 144.00 feet to the POINT OF BEGINNING. Containing 0.61 acres, more or less.

LOT 7,
O.R. BOOK 3718,
PAGE 2335

LOT 1,
BANNERMAN CROSSING
PLAT BOOK 21, PAGE 68

O.R. BOOK 3989,
PAGE 2031
11.40 AC.± (D1)

S 38°41'24" E 55.58'
S 50°40'33" E 26.57'
N 06°32'30" E 75.87'
N 51°12'29" E 29.18'
S 53°49'51" W 60.99'

CONSERVATION
EASEMENT #3
0.61 AC.±

POINT OF
BEGINNING

N 51°44'33" E 144.00'
S 50°49'22" W 111.01'
S 68°57'35" W 56.13'
N 39°10'38" W 69.28'

STANDARD ABBREVIATIONS:

AC. ACRES
CH= CHORD BEARING AND DISTANCE
Δ= DELTA OR CENTRAL ANGLE
E EAST
L= ARC LENGTH
N NORTH
O.R. OFFICIAL RECORD
R= RADIUS
R/W RIGHT-OF-WAY
S SOUTH
W WEST

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.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice 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 the boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND 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 #	14-027	554.068-SK-CONSERV.dwg
CONTRACT #	554.068	ARCHIVE
NOTEBOOK #		PAGE #
DATE	2015.08.31	DRAWN BY
SHEET TITLE	SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #3)	1/1

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

CLIENT NAME

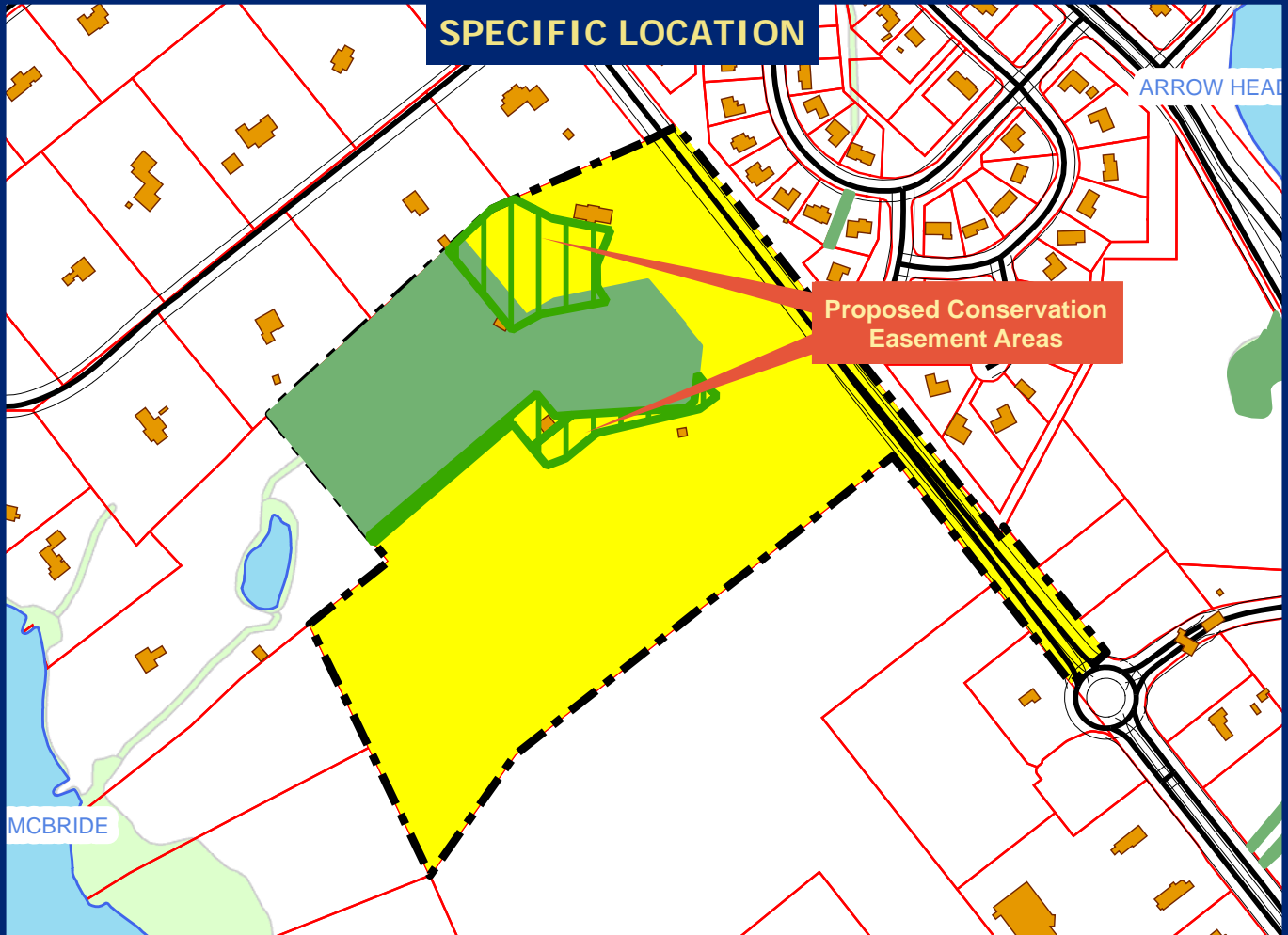
Bannerman II

PROJECT NAME

Bannerman Road Widening

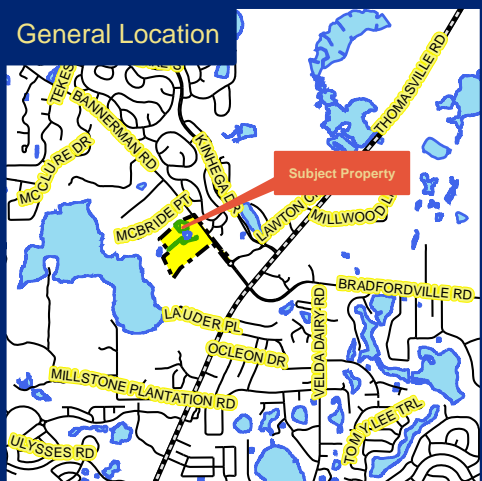
LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT PROPOSED CONSERVATION EASEMENT MAP

SPECIFIC LOCATION



Bannerman Road Widening

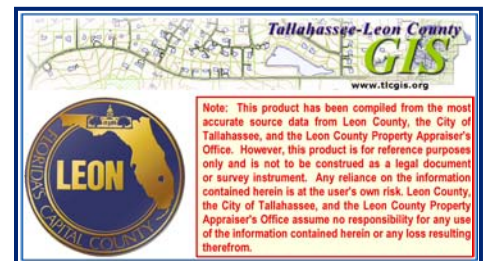
General Location



1 inch = 500 feet
0 250 500 1,000 Feet

Legend

- Proposed Conservation Easements
- Buildings
- Waterbodies
- Project Area
- Parcels
- Wetland




**Leon County
Board of County Commissioners
Notes for Agenda Item #8**

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for October 13, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 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 the payment of bills and vouchers submitted for October 13, 2015, and pre-approve the payment of bills and vouchers for the period of October 14 through October 26, 2015.

Title: Approval of Payment of Bills and Vouchers Submitted for October 13, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 26, 2015

October 13, 2015

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval October 13, 2015 and pre-approval of payment of bills and vouchers for the period of October 14 through October 26, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 13, 2015 meeting, the morning of Monday, October 12, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third Tuesday in October, it is advisable for the Board to pre-approve payment of the County's bills for October 14 through October 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 the payment of bills and vouchers submitted for October 13, 2015, and pre-approve the payment of bills and vouchers for the period of October 14 through October 26, 2015.
2. Do not approve the payment of bills and vouchers submitted for October 13, 2015, and do not pre-approve t October 14 through October 26.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Carry Forward FY 2015 Appropriations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Principal Management & Budget Analyst Felisa Barnes, Principal Management & Budget Analyst

Fiscal Impact:

This item has a fiscal impact, and carries forward operating, grant, and capital funds originally appropriated in the FY 2015 budget into the FY 2016 adopted budget to provide continued project funding.

Staff Recommendation:

Option #1: Authorize the carry forward of FY 2015 appropriations to the FY 2016 budget, and approve the associated resolution and budget amendment (Attachment #1).

Report and Discussion

Background:

Before approving carry forward requests, the Office of Financial Stewardship's Office of Management and Budget works with program managers to identify projects not completed by the end of the fiscal year. The funds for approved requests are then carried forward to the new budget and made available for continued project funding.

Analysis:

The FY 2015 carry forward lists each operating, capital and grant project to be brought forward into FY 2016. For operating budget carry forwards, the corresponding requested funding amounts and footnote justifications are provided (Attachment #1). These funds will be added to the FY 2016 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2015.

The capital projects carry forwards appropriates supplementary funding from the Capital Projects fund reserves in the amount of \$719,800 for the following:

- \$239,200 to fund construction, engineering, and inspection costs for the Natural Bridge Road Bridge project. These costs were not included in the funding received from the Department of Transportation to construct the bridge.
- \$202,000 for final construction cost estimates for the Lakeview Road Bridge project associated with dewatering costs necessary for bridge construction. This project is for the improvement of the creek crossing between Lake Bradford and Grassy Lake to ensure Lakeview Drive remains passable up through a 10-year storm event.
- \$278,600 for final construction bid costs associated with the Lake Jackson Sense of Place boating landing improvements. As indicated in previous items, when final bids were received staff would seek the necessary appropriations to fully fund the project. Some of the project costs could possibly be offset by State boating improvement funding; however, the offset will not be known until the construction contract is executed and staff has access to the underlying detail of the bid to see what items can legally be charged to the state boating improvement fund. To preserve general revenue expenditures, every effort will be made to use the boating improvement funds where possible

Options:

1. Authorize the carry forward of FY 2015 appropriations to the FY 2016 budget, and approve the associated resolution and budget amendment.
2. Do not authorize the carry forward of FY 2015 appropriations to the FY 2016 budget.
3. Board direction.

Recommendation:

Options #1.

Attachment:

1. Resolution and Budget Amendment for FY 2015 Carry Forward Accounts

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2015/2016; 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 13th day of October, 2015.

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

FY 2014/2015 Operating Carry Forwards

Account Description							Fund	Org	Account	Program	Revenue	Expenditure	*Unless otherwise noted, all operating carry forwards funded are for projects started and funded in FY15 but not completed by September 30, 2015
1 - General Fund													
Appropriated Fund Balance							001	000	399900	000	3,146,200		
County Administration													
Travel and Per Diem							001	110	54000	512		8,000	
County Attorney													
Professional Services							001	120	53100	514		100,000	
Facilities Management													
Repairs and Maintenance							001	150	54600	519		38,800	
Human Resources													
Staff Development & Training							001	160	54918	513		10,000	
Employee Incentives							001	160	54909	514		14,000	
Health & Human Services													
Medicaid							001	370	58343	564		9,596	
Other Contractual Services							001	370	53400	564		6,540	
Planning Department													
Aid to Government Agencies							001	817	58100	515		280,000	
Catastrophe Reserve Account													
Catastrophe Reserves							001	990	58602	519		2,679,264	
General Fund Subtotal											3,146,200	3,146,200	
2 - Transportation													
Appropriated Fund Balance							106	000	399900	000	6,600		
Road materials and supplies							106	431	55300	541		6,600	
Transportation Subtotal											6,600	6,600	
3 - Fine & Forfeiture													
Appropriated Fund Balance							110	000	399900	000	250,000		
Juvenile Detention Payment													
Aid to Government Agencies							110	620	58100	689		250,000	
Fine & Forfeiture Subtotal											250,000	250,000	
4-Municipal Services Fund													
Appropriated Fund Balance							140	000	39900	000	112,837		
Other Contractual Services							140	201	53400	562		112,837	
Municipal Services Subtotal											112,837	112,837	
5 - Tourist Development Council													
Appropriated Fund Balance							160	000	399900	000	5,390,022		
Advertising													
Other Contractual Services							160	302	53400	552		85,000	
Marketing													
Promotional Activities							160	303	54800	552		50,000	
Marketing							160	303	54860	552		30,000	
Other Contractual Services							160	303	54861	552		5,000	
Other Current Charges							160	303	54948	552		50,000	
Special Events Grants													
Signature Event Fund							160	304	58300	550		127,500	
TDC 1 Cent													
Aid to Government Agencies							160	305	58100	552		5,042,522	
Tourist Development Council Subtotal											5,390,022	5,390,022	
6 - Housing Finance Authority													
Appropriated Fund Balance							161	000	399900	000	200,000		
Housing Finance Authority - Admin													
Housing Rehabilitation							161	808	585000	554		200,000	
Housing Finance Authority Subtotal											200,000	200,000	
7-Solid Waste													
Appropriated Fund Balance							401	000	399000	000	506,557		
Landfill Closure													
Professional Services							401	435	53100	534		506,557	
Solid Waste Subtotal											506,557	506,557	

1- General Fund	
County Administration: \$8,000 in travel for Leon County's involvement in NACO leadership.	
County Attorney: \$100,000 for Englehard/BASF involvement; PACE litigation, and the Grady County Dam case.	
Facilities Management: \$38,800 for signs being constructed for the B. L. Perry Library and the Public Works Building.	
Human Resources: \$10,000 for the support of sun protection education and awareness including the purchase of hats; and \$14,000 for costs associated with the Wellness Fair.	
Health & Human Services: \$9,596 for Medicaid; and \$6,540 for the modification of online automated system software.	
Planning Department: \$280,000 for true-up and close out of the Planning Department FY15 budget.	
Catastrophe Reserve Account: \$2,679,264 emergency reserves for declared natural disasters. These funds are appropriated to be in compliance with the County reserve policy. In addition, these funds are considered to be included in the 15% to minimum reserve requirement.	
2- Transportation	
Engineering: \$6,600 for the completion of a highway directional signage project for J. Lewis Hall Park and Woodville Library.	
3 - Fine & Forfeiture	
Juvenile Detention Payment: \$250,000 for the Dept. of Juvenile Justice payments and true-up in FY16.	
4- Municipal Services	
Contractual Obligations: \$112,837 for last quarterly payment and true up of the FY15 Animal Control agreement.	
5- Tourist Development Council	
Advertising \$85,000 for marketing and advertising contract.	
Marketing:\$50,000 for promotional activities, \$30,000 for direct sales and promotion, \$5,000 community relations and \$50,000 for Amphitheater programming all of which are related to the new logo and re-branding and continued marketing efforts.	
Special Events Grants: \$127,500 for Signature Event fund.	
TDC 1 Cent: \$5,042,522 dedicated from the 1 Cent Tourist Tax is budgeted for the Cultural, Heritage and Performing Arts Fund.	
6 - Housing Finance Authority	
Housing Finance Authority - Admin: \$200,000 to continue the housing repair program which is funded by dedicated bond proceeds.	
7- Solid Waste	
Landfill Closure: \$506,557 for consulting costs associated with the closure of the landfill.	

FY 2014/2015 Capital Improvement Carry Forwards						
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Growth Management: Fund 120						
Appropriated Fund Balance	120	000	399900	000	12,208	
Growth Management Technology	120	076055	56400	524		12,208
Growth Management Subtotal					12,208	12,208
Emergency Medical Services: Fund 135						
Appropriated Fund Balance	135	000	399900	000	76,483	
EMS Vehicle & Equipment Replacement	135	026014	56400	526		66,620
Emergency Medical Services Technology	135	076058	56400	526		9,863
Emergency Medical Services Subtotal					76,483	76,483
Municipal Service: Fund 140						
Appropriated Fund Balance	140	000	399900	000	51,661	
Volunteer Fire Department	140	096002	56200	522		51,661
Municipal Service Subtotal					51,661	51,661
Tourist Development: Fund 160						
Appropriated Fund Balance	160	000	399900	000	11,000	
Welcome Center Roof Replacement	160	086065	56200	552		11,000
Tourist Development Subtotal					11,000	11,000
Leon County Government Annex: Fund 165						
Appropriated Fund Balance	165	000	399900	000	1,052,451	
Leon County Gov't Annex	165	086025	56200	519		327,848
Leon County Gov't Annex	165	086025	56201	519		206,341
Leon County Gov't Annex	165	086025	56205	519		143,262
Leon County Gov't Annex	165	086025	56400	519		375,000
Bank of America Subtotal					1,052,451	1,052,451
Huntington Oaks Plaza: Fund 166						
Appropriated Fund Balance	166	000	399900	000	74,650	
Huntington Oaks Plaza Building Improvements	166	083002	56300	519		74,650
Huntington Oaks Subtotal					74,650	74,650
Capital Improvement: Fund 305						
Appropriated Fund Balance	305	000	399900	000	11,472,384	
General Vehicle & Equipment	305	026003	56400	519		87,199
Stormwater Vehicle & Equipment	305	026004	56400	538		155,057
Fleet Management Shop Equipment	305	026010	56400	519		18,778
Woodville Community Park	305	041002	56200	572		524,491
Fred George Park	305	043007	56300	572		40,991
Okeeheepkee Prairie Park	305	043008	56300	572		258,397
Miccosukee Greenways	305	044003	56300	572		228,675
Apalachee Parkway Regional Park	305	045001	56205	572		372,210
Pedrick Pond Stormwater Reuse Irrigation System	305	045007	56300	572		58,957
Parks Capital Maintenance	305	046001	56300	572		1,013,419
Playground Equipment Replacement	305	046006	56300	572		75,086
New Vehicle and Equipment for Parks/Greenways	305	046007	56400	572		40,005
Greenways Capital Maintenance	305	046009	56300	572		73,319
St. Marks Headwaters	305	047001	56300	572		100,139
St. Marks Headwaters	305	047001	56400	572		75,000
Natural Bridge Road	305	051006	56300	541		300,235
Transportation and Stormwater Improvements	305	056010	56300	541		917,144
Lakeview Bridge	305	062002	56300	538		202,000
Killearn Lakes Stormwater	305	064006	56300	538		73,221
Stormwater Structure Inventory and Mapping	305	066003	56300	538		681,398
TMDL Flood Control	305	066004	56300	538		100,000
Financial Hardware and Software	305	076001	56400	519		52,628
Data Wiring	305	076003	56400	519		12,582
Digital Phone System	305	076004	56400	519		30,092
File Server Maintenance	305	076008	56410	519		41,483
Geographic Information Systems	305	076009	56490	539		170,000
Library Services Technology	305	076011	56400	571		15,000
Permit & Enforcement Tracking System	305	076015	56400	537		282,687
Technology in Courtrooms	305	076023	56400	519		150,536
Work Order Management	305	076042	56400	519		36,684
Records Management	305	076061	56400	519		67,236

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
E-Filing System for Court Documents	305	076063	56400	519		140,000
MIS Data Center/Elevator Halon System	305	076064	56400	519		70,000
Courtroom Renovations	305	086007	56200	519		68,316
Architectural Services	305	086011	56200	519		24,955
Common Area Furnishings	305	086017	56400	519		10,628
Courthouse Repairs	305	086024	56200	519		255,386
Leon County Gov't Annex	305	086025	56200	519		21,530
Cooperative Extension	305	086030	56200	519		65,437
Jail Renovations	305	086031	56200	523		1,417,100
Parking Lot Maintenance	305	086033	56300	519		59,008
Elevator Generator Upgrades	305	086037	56300	519		506,968
Health Department Improvements	305	086052	56300	519		190,800
Main Library Improvements	305	086053	56300	571		52,838
Centralized Storage Facility	305	086054	56201	519		19,758
General County Maintenance & Renovations	305	086057	56201	519		31,867
General County Maintenance & Renovations	305	086057	56300	519		50,000
Community Services Building Renovations	305	086062	56201	519		73,909
Air Conditioning Unity Replacement	305	086064	56400	519		30,685
Medical Examiner Facility	305	086067	53100	527		269,225
Lake Jackson TC Sense of Place Initiative	305	086068	56300	519		614,393
Fairgrounds Sense of Place Initiative	305	086070	56393	519		2,005
Fleet Management Shop Improvements	305	086071	56201	519		38,250
SOE Consolidation	305	086074	56200	519		954,000
Public Safety Complex Joint Dispatch: Facilities	305	096016	56200	529		169,472
Capital Grant Match	305	096019	56300	559		81,205
Capital Improvement Subtotal					11,472,384	11,472,384
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	3,753,955	
Public Works: Vehicle & Equipment Replacement	306	026005	56400	541		314,436
Old Bainbridge Road Safety Improvements	306	053007	56300	541		154,000
Bannerman - Thomasville to Meridian	306	054003	56300	541		750,000
Baum Road Drainage Improvements	306	054011	56300	541		75,000
Crump Road Drainage Improvements	306	055011	56300	541		425,000
Transportation and Stormwater Improvements	306	056010	56300	541		1,952,801
Sidewalk Program	306	056013	56300	541		79,173
Work Order Management	306	076042	56400	541		3,545
Gas Tax Subtotal					3,753,955	3,753,955
Local Option Sales Tax: Fund 308						
Appropriated Fund Balance	308	000	399900	000	8,451,756	
OGCM Stabilization	308	026006	56300	541		741,764
Pullen-Old Bainbridge Intersection	308	053002	56300	541		546,489
Bannerman - Thomasville to Meridian	308	054003	56300	541		416,189
Arterial/Collector Resurfacing	308	056001	56300	541		1,301,733
Intersection Safety and Improvements	308	057001	56300	541		5,052,340
Jail Renovations	308	086031	56200	523		393,241
Local Option Sales Tax Subtotal					8,451,756	8,451,756
Extended Local Option Sales Tax: Fund 309						
Appropriated Fund Balance	309	000	399900	000	5,954,429	
Fred George Park	309	043007	56300	572		730,325
Natural Bridge Road	309	051006	56300	541		24,765
Magnolia Drive Multi-Use Trail	309	055010	56300	541		225,669
Arterial/Collector Resurfacing	309	056001	56300	541		846,542
Community Safety and Mobility	309	056005	56300	541		1,140,727
Intersection Safety and Improvements	309	057001	56300	541		204,974
Lake Munson Restoration	309	062001	56300	538		227,599
Lakeview Bridge	309	062002	56300	538		731,641
Longwood Subdivision Retrofit	309	062004	56100	538		223,345
Killearn Acres Drainage	309	064001	56300	538		523,868
Killearn Lakes Stormwater	309	064006	56300	538		1,074,974
<i>Subtotal</i>					5,954,429	5,954,429

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Blueprint Joint Participation Agreement (JPA) Rev.	309	000	343916	000	7,382,537	
Lake Henrietta Renovations	309	061001	56393	538		18,695
Target Planning Area	309	062005	56300	538		400,000
Lexington Regional SWMF	309	063005	56100	538		4,513,282
Killearn Lakes Stormwater	309	064006	56300	538		1,000,000
Blueprint 2000 Water Quality Enhancements	309	067002	56300	538		950,560
NWFWMD Grant Match - Woodside Heights	309	926165	56300	535		500,000
<i>Subtotal</i>					<i>7,382,537</i>	<i>7,382,537</i>
Extended Local Option Sales Tax Subtotal					13,336,966	13,336,966
1999 Bond Construction Fund: Fund 318						
Appropriated Fund Balance	318	000	399900	000	103,070	
Okeeheepkee Prairie Park	318	043008	56300	572		103,070
1999 Bond Construction Fund Subtotal					103,070	103,070
Impact Fee - Countywide Road District: Fund 341						
Appropriated Fund Balance	341	000	399900	000	604,903	
North Monroe Turn Lane	341	053003	56300	541		604,903
Impact Fee - Countywide Road District Subtotal					604,903	604,903
Impact Fee - NW Urban Collector: Fund 343						
Appropriated Fund Balance	343	000	399900	000	296,950	
Pullen-Old Bainbridge Intersection	343	053002	56300	541		296,950
Impact Fee - SE Urban Collector Subtotal					296,950	296,950
Solid Waste: Fund 401						
Appropriated Fund Balance	401	000	399900	000	737,361	
Landfill Improvements	401	036002	56300	534		97,253
Solid Waste Heavy Equipment	401	036003	56400	534		67,765
Transfer Station Heavy Equipment	401	036010	56400	534		83,838
Transfer Station: Improvements	401	036023	56300	534		158,500
Solid Waste Master Plan	401	036028	56300	534		100,000
Rural/Hazardous Waste Vehicle	401	036033	56400	534		193,193
Solid Waste Pre-fabricated Building	401	036041	56200	534		36,812
Solid Waste Subtotal					737,361	737,361

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Ship Trust Fund 2014-2017						
Revenue	124	932047	345100	000	424,155	
SHIP	124	932047	585000	554		424,155
Subtotal					424,155	424,155
Significant Benefit District 2 (Mahan/Woodville/Weems)						
Revenue - Capacity Fee	125	009009	363244	000	84,669	
Improvements Other than Buildings	125	009009	56300	541		84,669
Subtotal					84,669	84,669
Significant Benfit District 3						
Revenue	125	009011	363244	000	2,415	
Improvements Other than Buildings	125	009011	56300	541		2,415
Subtotal					2,415	2,415
Significant Benfit District 4						
Revenue	125	009012	363244	000	77,852	
Improvements Other than Buildings	125	009012	56300	541		77,852
Subtotal					77,852	77,852
Miccosukee Greenways						
Revenue - State Grant	125	044003	334785	000	271,988	
Improvements Other than Buildings	125	044003	56300	537		271,988
Subtotal					271,988	271,988
St. Marks Headwaters						
Revenue	125	047001	337702	000	1,410,544	
Improvements Other than Buildings	125	047001	56300	572		1,410,544
Subtotal					1,410,544	1,410,544
Natural Bridge Road						
Revenue - Capacity Fee	125	051006	331495	000	985,227	
Improvements Other than Buildings	125	051006	56300	541		985,227
Subtotal					985,227	985,227
Pullen-Old Bainbridge Intersection						
Revenue - Capacity Fee	125	053002	363244	000	292,903	
Improvements Other than Buildings	125	053002	56300	541		292,903
Subtotal					292,903	292,903
Bannerman - Thomasville to Meridian						
COT Reimbursement	125	054003	337404	000	1,006,496	
Improvements Other than Buildings	125	054003	56300	541		1,006,496
Subtotal					1,006,496	1,006,496

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Beechridge Trail Improvements						
Revenue - Capacity Fee	125	054010	363244	000	51,395	
Improvements Other than Buildings	125	054010	56300	541		51,395
Subtotal					51,395	51,395
Magnolia Drive Multi-use Trail						
FDOT-Magnolia Drive	125	055010	334492	000	861,802	
COT Reimbursement-Magnolia Drive	125	055010	337405	000	1,100,000	
BP 2000-Magnolia Drive	125	055010	337406	000	6,141,603	
Improvements Other than Buildings	125	055010	56300	541		8,103,405
Subtotal					8,103,405	8,103,405
Intersection & Safety Improvements						
Revenue - Capacity Fee	125	057001	363244	000	19,478	
Improvements Other than Buildings	125	057001	56300	541		19,478
Subtotal					19,478	19,478
SR 20/Geddie Road Project						
Revenue	125	057008	334491	000	225,000	
Improvements Other Than Buildings	125	057008	56300	541		225,000
Subtotal					225,000	225,000
Mosquito Control Grant						
Revenue	125	214	334610	000	45,736	
Machinery & Equipment	125	214	56400	562		45,736
Subtotal					45,736	45,736
Library E-Rate Program						
Revenue	125	912013	369910	000	50,190	
Other Contractual Services	125	912013	53400	571		25,094
Machinery and Equipment	125	912013	56400	571		25,096
Subtotal					50,190	50,190
Library Patron Donations						
Revenue - Contributions	125	913023	366000	000	128,079	
Professional Services	125	913023	53100	571		2,260
Other Contractual Services	125	913023	53400	571		1,183
Promotional Activities	125	913023	54800	571		14,000
Office Supplies	125	913023	55100	571		2,833
Machinery and Equipment	125	913023	56400	571		18,492
Books, Publications, Library Materials	125	913023	56600	571		89,311
Subtotal					128,079	128,079
Capelouto Donation						
Revenue	125	913024	366000	000	4,635	
Books, Publications and Library Materials	125	913024	56600	571		4,635
Subtotal					4,635	4,635

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Friends Literacy Contract						
Revenue	125	913045	337714	000	25,439	
Postage	125	913045	54200	571		2,545
Office Supplies	125	913045	55100	571		5,878
Operating Supplies	125	913045	55200	571		7,972
Books, Publications and Library Materials	125	913045	56600	571		9,044
Subtotal					25,439	25,439
Slosberg Driver Education						
Revenue - Driver Education CFWD	125	915013	348532	000	92,258	
Other Grants and Aids	125	915013	58300	529		92,258
Subtotal					92,258	92,258
Community Foundation of North Florida						
Revenue	125	915058	366310	000	750	
Other Current Charges & Obligations	125	915058	54908	519		750
Subtotal					750	750
DOT - Big Bend Scenic Byway						
Revenue - FHWA Grant	125	916017	331390	000	660,156	
BBSB Grant	125	916017	331494	000	22,932	
BBSB Cash Match	125	916017	369900	000	82,729	
Leon County Cash match	125	916017	369906	000	18,314	
Other Contractual Services	125	916017	56400	529		784,131
Subtotal					784,131	784,131
Southwood Pmt - Woodville Highway						
Revenue - Southwood Proportional Share	125	918001	363250	000	50,178	
Aid to Government Agencies	125	918001	58100	541		50,178
Subtotal					50,178	50,178
Boating Improvement						
Revenue - State Grant	125	921043	334792	000	217,099	
Improvements Other than Buildings	125	921043	56300	572		217,099
Subtotal					217,099	217,099
Energy Efficient Retrofits						
Revenue - State Grant	125	925015	334321	000	68,374	
Improvements Other than Buildings	125	925015	56300	537		68,374
Subtotal					68,374	68,374
Robinson Road Flood Relief						
Revenue	125	926105	334367	000	289,632	
Improvements Other Than Buildings	125	926105	56300	538		289,632
Subtotal					289,632	289,632

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Septic to Sewer Project						
Revenue	125	926155	334352	000	48,410	
Improvements Other Than Buildings	125	926155	56300	535		48,410
Subtotal					48,410	48,410
Septic to Sewer Project						
Revenue	125	926165	334353	000	500,000	
Improvements Other Than Buildings	125	926165	56300	535		500,000
Subtotal					500,000	500,000
Florida Hardest Hit Program						
Revenue	125	932016	334512	000	25,000	
Regular Salaries and Wages	125	932016	51200	554		20,503
FICA Taxes	125	932016	52100	554		1,560
Retirement Contribution	125	932016	52200	554		1,841
Workers Compensation	125	932016	52400	554		96
Office Supplies	125	932016	55100	554		1,000
Subtotal					25,000	25,000
CDBG 2013 Community Development Block Grant						
Revenue	125	932077	331520	000	750,000	
Regular Salaries and Wages	125	932077	51200	554		60,667
FICA Taxes	125	932077	52100	554		4,640
Retirement Contribution	125	932077	52200	554		4,470
Health Insurance	125	932077	52300	554		38,203
Postage	125	932077	54200	554		1,000
Printing and Binding	125	932077	54700	554		1,000
Other Current Charges and Obligations	125	932077	54900	554		1,520
Office Supplies	125	932077	55100	554		1,000
Housing Rehabilitation	125	932077	585000	554		637,500
Subtotal					750,000	750,000
DCF Drug Testing						
Revenue - Federal Grant	125	943085	33420	000	23,232	
Other Contractual Services	125	943085	53400	622		23,232
Subtotal					23,232	23,232

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Veteran's Court						
Revenue - Federal Grant	125	944010	334891	000	125,000	
Regular Salaries and Wages	125	944010	51200	601		71,939
FICA Taxes	125	944010	52100	601		5,233
Retirement Contribution	125	944010	52200	601		4,965
Health Insurance	125	944010	52300	601		13,117
Workers Compensation	125	944010	52400	601		2,550
Postage	125	944010	54200	601		1,000
Printing and Binding	125	944010	54700	601		1,000
Other Current Charges and Obligations	125	944010	54900	601		6,000
Office Supplies	125	944010	55100	601		6,196
Publications, Subscriptions and Memberships	125	944010	5540	601		2,000
Travel and Per Diem	125	944010	54000	601		3,000
Training	125	944010	55401	601		8,000
Subtotal					125,000	125,000
FDLE JAG Grant FY15						
Law Enforcement Block Grant	125	982060	331280	000	24,055	
Contractual Services	125	982060	52400	521		24,056
					24,055	24,056
Sidewalk Program District 1						
Sidewalk Fees	127	001000	363243	000	12,922	
Pool Interest Allocation	127	001000	361111	000	342	
Road Materials and Supplies	127	001000	55300	541		13,264
Subtotal					13,264	13,264
Sidewalk Program District 2						
Sidewalk Fees	127	002000	363243	000	22,922	
Pool Interest Allocation	127	002000	361111	000	545	
Road Materials and Supplies	127	002000	55300	541		23,467
Subtotal					23,467	23,467
Sidewalk Program District 3						
Sidewalk Fees	127	003000	363243	000	65,257	
Pool Interest Allocation	127	003000	361111	000	1,425	
Road Materials and Supplies	127	003000	55300	541		66,682
Subtotal					66,682	66,682
Sidewalk Program District 4						
Sidewalk Fees	127	004000	363243	000	50,945	
Pool Interest Allocation	127	004000	361111	000	1,263	
Road Materials and Supplies	127	004000	55300	541		52,208
Subtotal					52,208	52,208

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Sidewalk Program District 5						
Sidewalk Fees	127	005000	363243	000	5,940	
Pool Interest Allocation	127	005000	361111	000	145	
Road Materials and Supplies	127	005000	55300	541		6,085
Subtotal					6,085	6,085
Friends Library Endowment						
Revenue	127	913115	337716	000	117,483	
Other Contractual Services	127	913115	53400	571		12,164
Promotional Activities	127	913115	54800	571		615
Operating Supplies	127	913115	55200	571		2,773
Books, Publications and Library Materials	127	913115	56600	571		101,931
Subtotal					117,483	117,483
Van Brunt Library Trust						
Revenue	127	913200	337725	000	124,767	
Pool Interest Allocation	127	913200	361111	000	1,044	
Other Contractual Services	127	913200	53400	571		125,811
Subtotal					125,811	125,811
Tree Bank						
Tree Bank Donations	127	921053	337410	000	34,475	
Pool Interest Allocation	127	921053	361111	000	261	-
Road Materials and Supplies	127	921053	55300	541		34,736
Subtotal					34,736	34,736
Amtrak Community Room						
Parks and Recreation	127	921064	347200	000	1,365	
Pool Interest Allocation	127	921064	361111	000	15	
Improvements Other Than Buildings	127	921064	56300	572		1,380
Subtotal					1,380	1,380
Miccosukee Community Center Fees						
Parks and Recreation	127	921116	347200	000	5,656	
Pool Interest Allocation	127	921116	361111	000	124	
Improvements Other than Buildings	127	921116	56300	572		5,780
Subtotal					5,780	5,780

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Chaires Community Center Fees						
Parks and Recreation	127	921126	347200	000	13,589	
Pool Interest Allocation	127	921126	361111	000	196	
Improvements Other than Buildings	127	921126	56300	572		13,785
Subtotal					13,785	13,785
Woodville Community Center Fees						
Parks and Recreation	127	921136	347200	000	31,300	
Pool Interest Allocation	127	921136	361111	000	260	
Improvements Other than Buildings	127	921136	56300	572		31,560
Subtotal					31,560	31,560
Ft. Braden Community Center Fees						
Parks and Recreation	127	921146	347200	000	25,091	
Pool Interest Allocation	127	921146	361111	000	355	
Improvements Other than Buildings	127	921146	56300	572		25,446
Subtotal					25,446	25,446
Bradfordville Community Center Fees						
Parks and Recreation	127	921156	347200	000	15,534	
Pool Interest Allocation	127	921156	361111	000	200	
Improvements Other than Buildings	127	921156	56300	572		15,734
Subtotal					15,734	15,734
Lake Jackson Community Center Fees						
Parks and Recreation	127	921166	347200	000	12,646	
Pool Interest Allocation	127	921166	361111	000	147	
Improvements Other than Buildings	127	921166	56300	572		12,793
Subtotal					12,793	12,793
Wildlife Preservation						
Wildlife Preservation Donations	127	934013	337420	000	14,250	
Pool Interest Allocation	127	934013	361111	000	93	
Aids to Private Organizations	127	934013	58200	537		14,343
Subtotal					14,343	14,343
EMS/DOH - County Grant C2037						
DOH-State EMS County Grant	127	961045	334201	000	40,758	
Pool Interest Allocation	127	961045	361111	000	504	
Machinery and Equipment	127	961045	56400	526		41,262
Subtotal					41,262	41,262

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
EMS/DOH - EMS Matching Grant M3101						
DOH-State EMS Matching Grant	127	961049	334202	000	57,735	
Pooled Interest Allocation	127	961049	361111	000	704	
Appropriated Fund Balance	127	961049	399000	000	19,245	
Machinery and Equipment	127	961049	56400	526		77,684
Subtotal					77,684	77,684
EMS/DOH - EMS Matching Grant M4080						
DOH-State EMS Matching Grant	127	961050	334202	000	38,625	
Pooled Interest Allocation	127	961050	361111	000	323	
Appropriated Fund Balance	127	961050	399000	000	8,583	
Machinery and Equipment	127	961050	56400	526		47,532
Subtotal					47,532	47,532
EMS/DOH - EMS Matching Grant M4081						
DOH-State EMS Matching Grant	127	961049	334202	000	35,486	
Pooled Interest Allocation	127	961049	361111	000	297	
Appropriated Fund Balance	127	961049	399000	000	7,886	
Machinery and Equipment	127	961049	56400	526		43,669
Subtotal					43,669	43,669
Fund 125 Total					16,978,426	16,978,426

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Pilot Program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club to Provide a Winter Soccer Program, and Authorization to Terminate the Existing Agreement with Top of Florida Soccer Club

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation Dean Richards, Parks Supervisor

Fiscal Impact:

This item has no fiscal impact. Costs associated with activities and responsibilities outlined in the License Agreement are included in the Division's regular operating budget.

Staff Recommendation:

Option #1: Approve the pilot program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club (TTHFC) to provide a winter soccer program (Attachment #1), and authorize the County Administrator to execute; and, authorize the termination of the existing Agreement with Top of Florida Soccer Club.

Report and Discussion

Background:

At the June 27, 2011 Board workshop, a standard License Agreement for the provision of youth sports programs was approved. At that time, the County was already participating with Little League Baseball for baseball and softball (spring); Big Bend Pop Warner for football and cheerleading (fall); and Top of Florida Soccer Club for soccer (winter). The License Agreement was a mechanism for formalizing those relationships and clearly identifying the responsibilities for the sports providers and the Division. The term for Top of Florida's Agreement was for January 2012 through January 2017.

Despite efforts by Top of Florida leadership, participation in the County's winter soccer program had seen a decline in 2012 and 2013. In October 2014, Parks and Recreation staff met with Top of Florida representatives to put together a participation recruitment plan for the coming season and discuss logistics. At the recommendation of County staff, the Top of Florida Board agreed to a new approach for the size of teams and a greatly reduced fee for ages five and six to try to reinvigorate the program, but to no avail.

On December 9, 2014, it was confirmed by County staff that Top of Florida would not be able to conduct a winter soccer program due to only 39 registrations of a variety of ages and the inability to field teams.

Analysis:

In the late spring/early summer, Parks & Recreation staff began researching alternatives for providing a soccer program. Staff met with representatives from TTHFC and Warner Soccer to gain a better understanding of each of their programs and to determine whether they were seeing declines in participation as well. Both of these clubs indicated that the interest in soccer within the community was still strong, and worthy of the County trying to re-establish a program.

The first week of September, County staff posed the following questions to all three of the major soccer providers (TTHFC, Top of Florida, and Warner Soccer) to determine their interest in a partnership and to assess which club might be the best fit for the County at this juncture:

- What is your organization's mission?
- Can you accommodate a winter season that runs between November and February?
- What is your current volunteer base?
- What is your current fee structure and what would your proposed fee structure be for an 8 to 10 week winter program?
- What are your current participation levels/numbers and what would you anticipate participation numbers to be for an 8 to 10 week winter program? Also, is there a particular segment(s) of the population (zip codes/unincorporated residents v. incorporated residents/areas of the county) that you are predominately servicing now?
- Does your organization have any scholarship programs or fee waiver programs, and if so, please define how a child qualifies?
- Operationally, can you operate in all the County parks in the first year? If no, please explain what your operational plan would look like? (Reference the list of facilities that will be provided)
- What needs/expectations, if any, would you have of the County other than field space and maintenance, striping, running background checks, concession stand cleaning and maintenance, trash removal, and assistance with publicity?

TTHFC responded with the attached proposal (Attachment #2); Warner Soccer responded that, at this time, they were not interested in pursuing this opportunity, but would welcome the opportunity to participate in special events and tournaments; and, Top of Florida Soccer Club responded that they would not be submitting a proposal.

Staff has reviewed the TTHFC proposal and believes the organization would better serve the community, and that the plan of action is a solid approach to reinstituting a soccer program for the County. A key component in the approach, slightly different than originally anticipated by staff, is to begin by conducting a series of soccer clinics this winter to truly gauge the community interest. Assuming the clinics are successful, TTHFC is prepared to do a full-fledged rollout in the summer and winter of 2016.

Staff is seeking the approval of the pilot program and License Agreement with TTHFC. To pursue this approach, staff will also need to formally terminate the License Agreement with Top of Florida Soccer Club pursuant to Section 18 of the Agreement providing 30-days written notice to the Club's board.

Options:

1. Approve the pilot program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club to provide a winter soccer program (Attachment #1), and authorize the County Administrator to execute; and authorize the termination of the existing Agreement with TOP of Florida Soccer.
2. Do not approve the pilot program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft License Agreement with TTHFC
2. TTHFC Proposal

**LICENSE AGREEMENT
ATHLETIC FIELDS
(County Wide)**

THIS LICENSE AGREEMENT (the or this "License Agreement") is made as of this ____ day of _____, 2016, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and Tallahassee Tottenham Hotspur Futbol Club (TTHFC), a Florida non-profit corporation, (the "Sport Provider").

WITNESSETH

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to provide opportunities for County residents to participate in recreation activities, and that providing the opportunity for such activities represents a valid public purpose; and,

WHEREAS, the Sport Provider is a 501(c)(3) non-profit whose purpose is to manage and operate the youth soccer program through a non-profit association which provides sports education for the youth of Leon County; and,

WHEREAS, the Sport Provider is desirous to use the County's Parks for the purpose of providing youth sports for the citizens of Leon County; and,

WHEREAS, the County and the Sport Provider are desirous of setting forth in this License Agreement their understandings and agreements regarding the use of the said Parks for managing youth sports.

NOW, THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County hereby licenses to the Sport Provider and the Sport Provider hereby licenses from the County certain premises located at the Parks for the term and upon all conditions and agreements set forth herein.

- 1 PARK PREMISES. The list of Parks to which this license applies is attached as Attachment #1, which is incorporated herein.
- 2 TERM. The term of license of the Park Premises shall be for a period of five (5) years commencing on January 31, 2016 and continuing through its termination on January 31, 2021(the "Term").
 - 2.1 EFFECTIVE DATE. Notwithstanding that the Term may commence after the date of execution of this License Agreement, this License Agreement shall be fully effective, and in full force and effect and valid and binding against the parties upon being duly executed by all parties hereto.
 - 2.2 COUNTY'S RIGHT TO TERMINATE. The Sport Provider acknowledges and agrees that, if the County determines that the Sport Provider's use of the Park Premises interferes in any way with the County's current or future use of the Park, the County shall be entitled to terminate this License Agreement; provided, however, that such

termination shall be effective no sooner than thirty (30) days after the Sport Provider's receipt of the County's written notification of such termination. No such notice shall be required if the Sport Provider is in material breach of this License. The loss of any privileges granted by this License Agreement resulting from termination by the County shall not be compensable to the Sport Provider.

- 3 LICENSE FEE. In consideration of the Sport Provider managing and operating the Park Premises, in accordance with the terms of this License Agreement, in a manner that provides Leon County residents the opportunity to participate in youth sports as a worthwhile recreation activity, the Sport Provider shall be entitled to the use of the Park Premises for a nominal annual rental rate in the amount of TEN and 00/100 DOLLARS (\$10.00) per year to be paid annually no later than March 15.

- 3.1 UTILITIES AND SERVICES. The County shall, at no additional cost to the Sport Provider, continue to provide those utilities and services to the Park Premises that are provided to the Park Premises as of the effective date of this License Agreement.

4. RESPONSIBILITIES OF THE COUNTY

- 4.1 MAINTENANCE OF THE FIELDS – The County shall be responsible for all ground maintenance to the athletic fields. The County shall be the sole judge as to whether the conditions of the field are playable. The County shall provide all supplies the Sport Provider needs to perform its daily maintenance on the fields. The County retains the right to make modifications and repairs to grounds and any facilities located therein and to close the facility such as the County deems necessary during terms of this Agreement. The County will provide a list of fields that are not available for use by the Sport Provider at the beginning of the season so that the Sport Provider does not schedule use on these fields.
- 4.2 BACKGROUND CHECKS - The County is responsible for processing background checks on all volunteers in the manner that the County deems appropriate. The Sport Provider agrees that no coaches, volunteers, or umpires/referees shall be permitted without such background checks and approval by the County. (See Section 5.2)
- 4.3 GENERAL MAINTENANCE – The County is responsible for cleaning of buildings on the sites and the removal of trash collected on the sites on a daily schedule.
- 4.4 CONCESSIONS – The County shall provide a clean concession area along with keys for the concession to the Sport Provider at the beginning of the season.
- 4.5 OTHER USES – The County reserves the right to use, allow to be used by individuals or groups, certain areas inside or immediately adjacent to its complex which shall include, but not be limited to the following: athletic fields, restrooms, concession, parking lots, and/or other areas within the complex for purposes that will be determined by the County.
- 4.6 REAL PROPERTY – All buildings and structures constructed or placed on the complex are and shall remain the property of Leon County. The County will be responsible for all general repairs and upkeep of the facilities located within the complex. This License

Agreement shall not be construed as conveying any interest in real property, including to the Park premises.

- 4.7 SECURITY – The County shall pay the monthly maintenance costs for the security alarm system at the Concession and repair costs to the alarm system.

5. RESPONSIBILITIES OF THE SPORT PROVIDER.

- 5.1 MAINTENANCE OF THE FIELDS – During the soccer season, for soccer related usage, the Sport Provider is responsible for the lining the fields, and where applicable providing set-up and use of goals within the County's existing inventory.
- 5.2 BACKGROUND CHECKS – It is the responsibility of the Sport Provider to provide a County background check form to each of its coaches, volunteers, or hired workers. All completed forms are then to be timely returned to the County for processing. No individual shall be permitted to volunteer or work until the background check has been processed by the County and the individual has been deemed eligible to participate by the County.
- 5.3 COUNTY INVENTORY – The Sport Provider shall have the use of such existing personal property owned by the County as may now be located at the park. The Sports Provider agrees to exercise general supervision and responsibility for the proper use and care of all other personal property located at the complex, which is specifically for the use and convenience of all public users of County facilities.
- 5.4 OPERATING TIMES - The Park premises hours during the week are 6:00 AM to 10:00 PM. On Friday and Saturday the operating hours are 6:00 AM to 11:00 PM. The Sport Provider is responsible to make sure that all activities are over and everyone has left the area on time.
- 5.5 CONCESSION BUILDING – The Sport Provider has the right to utilize concession facilities during its given season. If utilized, it is the Sport Provider's responsibility to clean the concession everyday of use and to deposit all trash in the dumpster at the park. All items that can be deposited in the recycle dumpster shall be broken down and put into the correct section. All outside equipment is to be stored in the concession building at the end of each day. At the end of the season the Sport Provider is responsible to clean the concession, remove all products from the building, and turn over all keys to the County within fifteen (15) days after the season. In addition the Sport Provider may negotiate profit-sharing agreements with a vendor to set up outside of the concession building. Such agreements require final approval by the County. If the Sport Provider does not elect to operate the concessions in the park, the County has the authority to negotiate a contract with another vendor or service organizations to operate the concessions during this time period. The County reserves the right to restrict items for sale on the premises.
- 5.6 PERSONAL PROPERTY – The Sport Provider shall be responsible for all personal property of the Sport Provider that is brought or stored on the premises. The County shall not be responsible for the loss, theft, or destruction of any personal property of the Sport Provider or any third party.

- 5.7 GENERAL MAINTENANCE – The Sport Provider and its volunteers are responsible for litter control during and at the close of the team event(s).
- 5.8 VOLUNTEERS – It is the responsibility of the Sport Provider to provide volunteers to coach, officiate, work the concession, and any other jobs that require manpower during their season. All such volunteers are required to have County background checks (See 5.2).
- 5.9 AUXILIARY FACILITIES – Any auxiliary facility approved by the County and constructed by the Sport Provider (such as, but not limited to, batting cages, pitching areas, and soft toss) must comply with County standards, and are the responsibility of the Sport Provider to maintain in a safe and quality condition. County standards include: Netting secured and without holes; interior ground kept free of debris; and routinely mowed and edged by the Sport Provider. At the end of the season, all soft nets shall be removed and stored by the Sport Provider.
- 5.10 FLYERS – The Sport Provider will provide a registration flyer to the County which shall obtain approval for distribution in county schools by the appropriate staff at Leon County Schools. All printing costs of the flyers are the responsibility of the Sport Provider.
- 5.11 SCHEDULING – It is the responsibility of the Sport Provider to provide the County a schedule of all practices, games, and tournaments prior to the start of the season. All tournament schedules shall be given to the County at least two (2) weeks prior to the date of the tournaments. Along with the schedule, any special requests requiring set-up/preparation should be submitted to the County at least two (2) weeks prior to the date of the tournament.
- 5.12 REMODELING – The Sport Provider agrees not to perform any remodeling or install any permanent fixtures or additions on the facility nor otherwise improve any buildings, grounds, or other property owned by the County without its approval.
- 5.13 ADVERTISING DISPLAYS – The Sport Provider shall not post advertising displays unless prior written approval is obtained from the County. All advertising must be made out of cloth or vinyl materials and have openings to allow wind to go through the sign. All advertising will be removed within fifteen (15) days after the end of the season. Only sponsorship advertising shall be considered by the County.
- 5.14 PARTICIPATION FEES – The Sport Provider agrees, in a manner approved by the County, to collect participation fees and to keep records of such transactions. The Sport Provider shall provide scholarships and discounts to those families of low income. All collection of fees is subject to County audit.
- 5.15 CONDUCT - The Sport Provider shall operate under the provisions of this Agreement in such a manner that conforms with all statutes of the State of Florida and the rules and regulations and ordinances of Leon County. The Sport Provider shall give reasonable assistance in seeing that public use of the complex and adjacent grounds conforms to the rules and regulations and ordinance of Leon County and statutes of the State of Florida. Further, the Sport Provider agrees to enforce all rules and regulations adopted by the County covering the conduct of the public in the use of County property. Further, the Sport Provider agrees to adopt and adhere to recommendations of programs designed to teach and enforce sportsmanship, to the satisfaction of the County.

- 6 COUNTY RIGHTS. The County agrees to grant and does hereby grant by this license, to the Sport Provider, the exclusive right, privilege, and obligation to manage the youth soccer program for the period of this Agreement. These operations shall be managed in a manner to provide for the attraction, convenience, and recreation of the public to the satisfaction of the County. The parties shall meet at least once each calendar year during the term of this Agreement in order to review the provisions of this section.
- 7 AMENDMENTS. None of the covenants, provisions, terms, or conditions of this Agreement to be kept or performed by the County or the Sport Provider shall be in any manner amended, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the County and the Sport Provider.
- 8 RULES AND REGULATIONS. The Sport Provider shall observe any and all ordinances, policies, rules, and regulations (Leon County Code Chapter 13) regarding the use of the Park which are currently in place or which may be hereinafter created or amended, from time to time, by the County.
- 9 ASSIGNMENT. The Sport Provider agrees to neither transfer nor assign this Agreement or to sublet the privileges or premises without the prior written consent of the County.
- 10 NON-DISCRIMINATION. The Sport Provider will not on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, or gender identity or expression discriminate or permit discrimination against any person or groups of persons in the use or occupancy of the premises.
- 11 INDEPENDENT CONTRACTOR. It is mutually understood and agreed that the Sport Provider is associated with the County only for the purposes and to the extent specified in this Agreement, and in respect to performance of the licensed services pursuant to this Agreement, Sport Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the county whatsoever with respect to the indebtedness, liabilities, and obligations of Sport Provider or any other party. Neither the Sport Provider nor its volunteer, or representatives shall be considered employees, agents, or representatives of the County.
- 12 LIABILITY INSURANCE. The Sport Provider shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. The Sport Provider's insurance shall include the County as an additional insured for liability under such policies.
- 13 SPORT PROVIDER INDEMNITY. The Sport Provider agrees to indemnify and hold harmless, in whole or in part, the County and its respective officials, officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate

level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the Sport Provider, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement. Notwithstanding the foregoing, the Sport Provider shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the Sport Provider.

- 14 **DAMAGE OR DESTRUCTION TO PARK PREMISES.** The County shall not be liable or responsible to the Sport Provider, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Park Premises, which may arise through repair or alteration of any other part of the Park, that is consistent with this License Agreement, and is not responsible for repair or restoration of the Park Premises.
- 15 **SPORT PROVIDER NEGLIGENCE.** If the Park Premises or any other portion of the Park is damaged by fire or other casualty resulting from the fault or negligence of the Sport Provider or its agents, representatives, employees, and/or Contractors and Subcontractors, the Sport Provider shall be liable to the County for the cost of repair and restoration of resultant damage to the Park.
- 16 **SEVERABILITY.** The provisions of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall remain in effect and binding upon the parties.
- 17 **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This License Agreement is the only agreement between the parties pertaining to the Lease Agreement of the Park Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this License Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 18 **CONDITION OF TERMINATION.** This Agreement may be terminated prior to expiration by either party upon thirty (30) days written notice to the other party. However, no termination pursuant to this paragraph shall take effect during the sport season of any year this Agreement is in effect. The Sport Provider will have thirty (30) days to remove personal property from the park.
- 19 **NOTICES.** Any notice or document, including any payment of rent, required or permitted to be delivered by the terms of this Lease Agreement shall be delivered as follows by any of the following acceptable forms:
 - 19.1 by hand delivery;
 - 19.2 by certified mail, return receipt requested; or

19.3 by guaranteed overnight delivery service.

19.4 Notices to Sport Provider shall be delivered to:

Tallahassee Tottenham Hotspur Futbol Club

Attn: _____

Tallahassee, Florida _____

19.5 Notices to the County shall be delivered to:

Leon County Division of Parks and Recreation

Attn: Director

2280 Miccosukee Road

Tallahassee, Florida 32308

With a copy delivered to:

Leon County Attorney's Office

Leon County Courthouse

301 S. Monroe Street, Suite 202

Tallahassee, FL 32301

and

County Administrator

Leon County Courthouse

301 South Monroe Street

Tallahassee, Florida 32301

19.6 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner.

IN WITNESS WHEREOF, the Sport Provider and the County have caused this Lease Agreement to be duly executed as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

By: _____

Print Name: _____

Print Name: _____

Its: President _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____
2016, by _____, whose title is _____ for TOP of Florida
Soccer, and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature_____

Typed or printed name_____

My Commission expires_____

[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

Signed, Sealed and Delivered
in the Presence of:

LEON COUNTY, FLORIDA

By: _____

Print Name: _____

Vincent S. Long
County Administrator

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____ 2016,
by Vincent S. Long, whose title is County Administrator for Leon County, Florida, a charter
county and political subdivision of the State of Florida, and who is personally known to me and
who did take an oath.

NOTARY PUBLIC

Signature_____

Typed or printed name_____

My Commission expires_____

ATTEST:

By:_____

Bob Inzer, Clerk of the County

Approved as to form and sufficiency:

By:_____

Herbert W.A. Thiele, Esq.
Leon County Attorney

**LEON COUNTY
ATHLETIC FIELDS**

Attachment #1
Page 10 of 10

ATTACHMENT #1

List of Applicable Parks:

Apalachee Regional Park

7550 Apalachee Pkwy
4 multi-purpose fields (2 currently lit; all will be lit by the end of 2015)
Restrooms and concession facility

Canopy Oaks Community Park

3250 Point View Drive
1 multi-purpose field (lighted)
2 Little League fields (lighted)
Restroom and concession facility

Stoneler Road Park

5225 Stoneler Rd.
1 Little League field (lighted)
Restroom and concession facility

Daniel B. Chaires Community Park

4768 Chaires Cross Road
2 Little League baseball fields (lighted)
1 T-ball field (not lighted)
Access to adjacent school property, as well, for practice
Restroom and concession facility

Tower Road Park

5971 Tower Rd.
1 multi-purpose field (lighted)
Restroom and concession facility

Ft. Braden Community Park

(adjacent to the Fort Braden School)
15100 Blountstown Hwy.
2 Little League fields (lighted)
1 multi-purpose field (lighted)
Restroom and concession facility

J. Lewis Hall Sr., Woodville Park and Recreation Complex

1492 J Lewis Hall Sr Ln
4 Little League Baseball fields (lighted)
1 Jr. League field
1 Softball field
1 multi-purpose field (lighted)
Restroom and concession facility

Miccosukee Community Park

(Located at the Old Concord School House)
15011 Cromartie Rd.
1 Little League Baseball field (lighted)
1 Softball field (lighted)
1 T-ball field
Restroom and concession facility

Tallahassee Tottenham Hotspur Futbol Club Leon County Winter Soccer Program Proposal

Background

Define your organization's structure (i.e. for profit or not for profit) and board make up.

The name of the corporation is "Tallahassee Tottenham Hotspur Futbol Club, INC.". It is hereafter referred to as TTHFC.

TTHFC is a nonprofit, charitable, educational organization, without capital stock, organized pursuant to terms of the Florida Nonprofit Corporation Code. The funds and property of TTHFC, after payment of necessary expenses, shall be devoted exclusively to charitable and educational purposes and to foster state, nation, and international amateur soccer player development and competition as such purposes are interpreted under the provisions of Section 501 (c) (3) of the United States Internal Revenue Code of 1954, as amended. TTHFC promotes amateur soccer, offering instructional soccer for boys and girls between the ages of 4 and 18, teaching players good sportsmanship, cooperation with others, and teamwork. TTHFC provides the necessary ingredients for each youth soccer player to achieve his or her individual developmental goals, whether they be to enjoy soccer as a recreational activity or participate competitively at the high school, collegiate, national or professional levels. TTHFC may also offer adult recreational soccer programs to enable players and parents to enjoy soccer into their adulthood, fostering strong and active families while reinforcing a sense of community in Tallahassee.

The Corporate powers, property, and affairs of TTHFC shall be exercised, conducted, and controlled by its Board of Directors. The Board of Directors is made up local community volunteers. Reference list below.

Officers:

- President: Robert Hosay
- Vice President: Lew Elliott
- Treasurer: Gail Knight
- Secretary: Christine Russell

What is your organization's mission?

TTHFC exists to promote the development of youth in our club and Leon County community through participation in athletic competition. Our goal is to provide activities that offer recreational, social and physical development for children of all skill levels. We are committed to providing participants with the opportunity to develop athletically and personally in a positive, supportive, safe, and fun environment. TTHFC encourages and promotes ethical and moral behavior, good sportsmanship, community involvement and good citizenship.

TTHFC's main focus is on youth-development over winning games. These two concepts are not mutually exclusive. Winning, or having a good chance at winning, is an outcome of good player development

Can you accommodate a winter season that runs between November and February?

Yes. Please see proposal below for more information.

Tallahassee Tottenham Hotspur Futbol Club Leon County Winter Soccer Program Proposal

What is your current volunteer base?

Over a 100 active volunteers.

What is your current fee structure and what would your proposed fee structure be for an 8 to 10 week winter program?

\$10/ clinic or \$15 for 2 clinics **T-shirts are included for every participant.
**

What are your current participation levels/numbers and what would you anticipate participation numbers to be for an 8 to 10 week winter program? Also, is there a particular segment(s) of the population (zip codes/unincorporated residents v. incorporated residents/areas of the county) that you are predominately servicing now?

350 youth athletes at the Meadows Soccer Complex.

180 youth athletes at Tom Brown Park.

300 youth athletes at Morningside.

100 youth athletes at SouthWood – Grove Park.

6 different after-school programs.

Does your organization have any scholarship programs or fee waiver programs, and if so, please define how a child qualifies?

Yes, please reference our Scholarship Form posted within our tthfc.org website. There will not be scholarships available for these clinics.

Operationally, can you operate in all the County parks in the first year? If no, please explain what your operational plan would look like? (Reference the list of facilities that will be provided)

During the Winter Soccer Series, TTHFC will operate Apalachee Regional Park and Canopy Oaks Community Park.

What needs/expectations, if any, would you have of the County other than field space and maintenance, striping, running background checks, concession stand cleaning and maintenance, trash removal, and assistance with publicity?

N/A.

Tallahassee Tottenham Hotspur Futbol Club Leon County Winter Soccer Program Proposal

Proposal Overview

With the knowledge of the struggling County Recreation Winter Programs in the past, TTHFC is determined to provide a captivating environment where players have the opportunity to learn fundamental skills while having fun. In order to fulfill this expectation TTHFC will pursue a new approach to learning the game starting at the grassroots level by providing a Winter Soccer Clinic Series.

In partnership with Leon County, Department of Public Works and Community Development, TTHFC proposes to host four soccer play dates on December 5th, December 12th, January 16th, and January 23rd at the Apalachee Regional Park (December dates) and the Canopy Oaks Community Park (January dates). TTHFC's intent for this Winter Soccer Clinic Series is that it will help us gauge interest and commitment within these parts of Leon County. Our research indicates that these two locations will entice the most recreational soccer interest.

The TTHFC Winter Soccer Series concept capitalizes on these features to offer a one-of-a-kind clinic combining soccer, professional instruction, and small-sided games into a memorable experience that will grow the players' enthusiasm and excitement for the sport.

With the success of this Winter Soccer Clinic Series, TTHFC plans to begin a full-fledged Summer and Winter program in 2016.

2015 Winter Soccer Series Details

The TTHFC soccer clinic will be open to both girls and boys of recreational and select levels in the U9 (under age 9) to U15 (under age 15) age brackets. Our clinic will start at 9am and end at 11am. The first half of the clinic will involve individual technical work on a soccer ball. The second half of the clinic will allow the players to apply their new technical skills in a small-sided game environment.


**Leon County
Board of County Commissioners
Notes for Agenda Item #11**

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on the New User-Friendly Comprehensive Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director of P.L.A.C.E Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Megan Doherty, Principal Planner

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the new user-friendly Comprehensive Plan.

Report and Discussion

Background:

At the 2014/2015 Leon County Board of County Commissioners Strategic Planning Retreat, the Board adopted a strategic initiative focused on revising, reformatting, and generally improving the overall usability of the Tallahassee-Leon County Comprehensive Plan. This status report is intended as an update on the progress of the strategic initiative to modernize the appearance and improve the readability of the Comprehensive Plan.

This status update is essential to the following revised FY 2012-FY2016 Strategic Initiative that the Board approved at its January 27, 2015 meeting:

- Implement strategies which promote access, transparency, and accountability, including:
 - Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability. (G1)

This particular Strategic Initiative aligns with the Board's Strategic Priorities, Governance:

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service (G1).

Analysis:

The online, digital version of the Comprehensive Plan is most often accessed by the public to obtain land use information. In an effort to create a more user-friendly Comprehensive Plan, Planning staff reviewed the existing format and the Comprehensive Plan has been reformatted to modernize its appearance and for improved readability. No changes to the contents of the Comprehensive Plan were made in the reformatting process. The Planning Department continues to promote the use of the online Comprehensive Plan to ensure the public is accessing the most current and up-to-date information. The digital version of the reformatted plan can be found at:

[Link to the updated digital version of the 2030 Tallahassee-Leon County Comprehensive Plan](#)

With the goal of making it easier and faster to find important information, the updated digital version of the Comprehensive Plan has been reformatted with the following improvements, consistent with the recommendations presented to the City Commission and Board of County Commissions at the May 26, 2015 Joint Adoption Hearing:

- Reformat Plan page orientation from 'Portrait' to 'Landscape' with two columns per page to improve readability.
- Create a Table of Contents with page numbers for the entire Comprehensive Plan.
- Add consecutive page numbers for the entire Plan. Previously, the Plan restarts page numbering within each element.
- Create an index with cross-referenced terms.

For people accessing the Comprehensive Plan online, the newly created Table of Contents (Attachment #1) is fully hyperlinked – people will be able to simply click and go directly to that section of the plan. This will greatly reduce the amount time spent searching for sections and references.

Options:

1. Accept the status report on the new user-friendly Comprehensive Plan.
2. Do not accept the status report on the new user-friendly Comprehensive Plan.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Table of Contents - 2030 Tallahassee-Leon County Comprehensive Plan

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Leon County
Board of County Commissioners
Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the FY 2015/16 Community Human Service Partnership Funding for Social Service Agencies in the Amount of \$825,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Eryn D. Calabro, Director, Office of Human Services and Community Partnerships Rosemary Evans, Financial Compliance Manager Pamela Tisdale, Human Services Analyst

Fiscal Impact:

This item has been budgeted and adequate funding is available. The County appropriates general revenue funding for this program into the annual budget. For Fiscal Year 2015/16, \$1,000,000 has been allocated in two segments:

- \$825,000 for the normal grant process
- \$175,000 for a subsequent mini-grant process as approved by the Board on September 29, 2015.

A separate agenda item will be brought back to the Board with recommendations at the conclusion of the \$175,000 mini-grant process.

Staff Recommendation:

- Option #1: Approve the FY 2015/16 Community Human Service Partnership funding for social service agencies in the amount of \$825,000 (Attachment #1).
- Option #2: Authorize the County Administrator to execute the agreements with the funded agencies; and to modify the Agreements with the funded agencies, as necessary, in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks Board approval of the recommendations made by the Leon County Human Services Grant Review Committee (HSGRC) concerning the FY 2015/16 allocation of Leon County's Community Human Service Partnership (CHSP) funding. In addition, this item requests authorization for the County Administrator to execute and/or amend, as necessary, the Agreements with the funded agencies (Attachment #2 – Sample Agreement).

The 2015/16 Community Human Services Partnership (CHSP) cycle began in December 2014. A public notice of the availability of funding was advertised in the Tallahassee Democrat and sent to individuals that had requested a written notification, as well as currently funded CHSP agencies. The total CHSP funds available were \$4,184,854 (County, City, and United Way). The County allocated \$825,000 of general revenue to the 2015/16 CHSP process; the City allocated \$1,157,349 of CDBG grant funding and general revenue; and, the United Way allocated \$2,202,505. It is important to recognize that the proposed 2015/2016 CHSP budget totals reflect the volunteer recommendations of awards totaling \$4,184,854, while funding requests total \$6,401,263, exceeding the CHSP funding capacity by \$2,216,409. Attachment #1 is a spreadsheet showing all programs and the recommended funding.

In January 2015, CHSP staff (County, City, and United Way staff) conducted mandatory workshops for all agencies seeking to participate in the 2015/16 CHSP process. The grant application period opened immediately after the workshops were completed in February 2015. Applications requesting a total of \$6,264,263 were received, an increase of \$137,000 over 2014/15 requests. During the application period, CHSP staff recruited volunteers needed for the Citizen Review Teams (CRTs), created to review the applications and develop funding recommendations.

In March 2015, CHSP staff conducted grant review training sessions and trained more than 100 volunteers for the CRTs. From April through June 2015, agencies made presentations to the CRTs and CHSP staff at the United Way office. Upon completion of the presentations, each CRT deliberated and developed a recommendation as to the distribution of funding within its specific category of review. As a member of the CRT, volunteers conducted the following tasks: attended mandatory grant review training, served on one of the nine review teams, examined all application materials (including the audit and IRS form 990), heard presentations from the agencies, reviewed the agency's overall organizational structure and capacity, evaluated each programs, participated in a consensus-driven deliberation process, and determined funding recommendations.

At the June 23, 2015 budget workshop, the Board set the 2015/16 funding level for CHSP at \$1,000,000, representing a \$175,000 increase over the previous year's \$825,000 allocation. Due to the timing, this funding could not be allocated during the regular process conducted by the CRTs.

On September 29, 2015, the Board voted to allocate the \$175,000 for a mini-grant process open to all CHSP agencies funded for FY 2015/16 with exception to agencies that were awarded 100 percent of their funding request through the normal grant process. The Board made clear its intent for these funds to benefit as many agencies and consumers as possible in the coming year. The final recommendations to allocate the \$175,000 will be brought back to the Board for its consideration.

Analysis:

Through funding opportunities and collaborative efforts, the Board supports the development and delivery of pertinent social services to area residents in the interest of promoting the overall health and well-being of the community. Historically, the County has provided general revenue funds to address the needs of low- and moderate-income persons and neighborhoods.

For the 2015/16 fiscal year, CHSP 76 agencies submitted applications requesting funding for 101 human services programs. The applications were placed into one of the following nine human service areas:

1. Children's Services
2. Community Support
3. Persons with Disabilities
4. Emergency & Basic Needs
5. Family Support
6. Physical Health Services
7. Senior Services
8. *Team Eight (Substance Abuse) was integrated into other teams for 2015/16; however, for consistency, the remaining team numbers and names did not change.*
9. Youth Recreation & Character Building
10. Youth Education

For each of these areas, a CRT was organized. The members of the Leon County Human Services Grant Review Committee (HSGRC), the United Way Community Investment Committee (UWCIC), and the City of Tallahassee Community Improvement Advisory Council (CIAC) filled leadership positions on each review team. Extensive efforts were made to ensure that each CRT was reflective of the community. To assist in the decision-making process, the CRTs utilized an evaluation tool, which includes the following criteria:

- The needs addressed by the program are clearly documented.
- The program targets high-risk persons and/or communities.
- The program adequately demonstrates that the desired outcomes are being achieved or are achievable.
- The agency uses appropriate and/or creative collaborative approaches to increase effectiveness in providing quality services to address a particular need area and/or target population.
- Program services are geared toward meeting the needs of diverse populations.

- Access to programs is reasonably available in terms of staffing, transportation, location, facilities, eligibility criteria, fee structure, and hours of operation.
- Particular services provided under this program are unique and are not unnecessarily duplicated.
- The program provides specialized services to a particular clientele and/or community.
- Unit costs are reasonable and justifiable based on the type of service provided.
- The program directly relates to the overall mission of the agency (in reference to agency capacity).
- A balanced budget is presented, clearly demonstrating agency revenues and expenditures.
- The agency demonstrates that internal fiscal controls are incorporated in the organizational structure with appropriate board oversight.
- The agency's board of directors is comprised of individual's representative of its clientele and the community at-large.

Previously funded agencies are informed that funding levels are not guaranteed; however, the volunteers recognize the need to maintain a current program if it is effectively addressing its target population. Any decreases or increases in funding occur only after serious deliberation. Generally, reasons for increases include:

- expansion of a program to meet a growing need;
- increase in the number of clients served;
- confidence in agency leadership/management to use funds appropriately; and
- documentation of measured program impacts.

Reasons for decreases include:

- unclear budgets, program inefficiencies;
- little or no effort to measure program outcomes;
- unnecessary duplication of services;
- poorly prepared or incomplete applications; and
- programs that are ranked as low priorities in comparison to other programs.

Once the CRTs develop funding recommendations for all of the agencies that applied, CHSP staff determines which programs will be funded by the County, the City, and the United Way since the funds from the three agencies cannot be co-mingled. These decisions are based upon prior funding patterns and any restrictions on the funding. It is important to note that a CHSP dollar, regardless of its origin, is considered to come from all three funding agencies.

In summary, the CHSP volunteer recommendations to agencies total \$4,184,854, while the funding requests total \$6,401,263. For the past several fiscal years, this trend has remained constant; the demand for CHSP funding continues to significantly exceed the amount of available funding. Consequently, CHSP volunteers have to make tough decisions that directly influence what types of services will be available to meet the needs of our citizens. A separate agenda item will be brought back to the Board with recommendations to allocate the additional \$175,000 through the mini-grant process recently approved by the Board in order to further support social service agencies.

Options:

1. Approve the FY 2015/16 Community Human Service Partnership funding for social service agencies in the amount of \$825,000 (Attachment #1).
2. Authorize the County Administrator to execute the agreements with the funded agencies; and to modify the Agreements with the funded agencies, as necessary, in a form approved by the County Attorney.
3. Do not approve the Human Services Grant Review Committee funding recommendations for FY 2015/2016.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. FY 2015/16 Community Human Service Partnership Agency Requests and Allocations
2. Draft Agreement between Leon County and social service agencies funded by Leon County

Team One - Children's Services							
	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Capital Area Community Action	85,000	85,000	80,000	60,000	0	20,000	80,000
Head Start	85,000	85,000	80,000	60000		20000	80,000
Early Learning Coalition, Inc.	95,000	200,000	98,000	0	68,000	30,000	98,000
Child_Care_Tuition_Assistance	95,000	200,000	98,000		68000	30000	98,000
Kids Incorporated of the Big Bend	250,000	300,000	256,687	46,687	0	210,000	256,687
Early Head Start Match	250,000	300,000	256,687	46687		210000	256,687
Pivotal Point Enterprises	87,694	121,175	85,000	85,000	0	0	85,000
The Big-Headed Beaver and Friends	87,694	121,175	85,000	85000			85,000
Refuge House, Inc.	56,694	56,694	56,694	0	0	56,694	56,694
Children's Program	56,694	56,694	56,694			56694	56,694
The Children's Home Society of FI	75,500	165,000	70,500	25,000	18,500	27,000	70,500
Adoptions	5,000	25,000	0				0
Early Steps	16,500	25,000	18,500		18500		18,500
Family Connections	4,000	30,000	7,000			7000	7,000
Treehouse	30,000	65,000	25,000	25000			25,000
VOCA	20,000	20,000	20,000			20000	20,000
TOTAL	649,888	927,869	646,881	216,687	86,500	343,694	646,881
Available for Allocation			646,881				
Over/Under			0				

Team Two - Community Support							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
2-1-1 Big Bend, Inc.	149,669	191,018	149,669	29,823	103,177	16,669	149,669
Helpline 2-1-1 (including National Suicide Prevention Lifeline & Help Me Grow)	149,669	191,018	149,669	29823	103177	16669	149,669
A Life Recovery Center, Inc	70,000	107,528	50,000	27,000	0	23,000	50,000
A Life Recovery Center, Inc.	70,000	107,528	50,000	27000		23000	50,000
Big Bend Habitat for Humanity, Inc.	20,000	65,000	20,000	0	20,000	0	20,000
Home_ConstructionRehab	20,000	65,000	20,000		20000		20,000
Big Bend Hospice	70,015	110,000	65,627	0	0	65,627	65,627
Community Bereavement	70,015	110,000	65,627			65627	65,627
Capital Area Community Action	0	56,906	0	0	0	0	0
Getting Ahead-Staying Ahead	0	56,906	0				0
Dress for Success Tallahassee, Inc.	0	27,000	0	0	0	0	0
Professional Suiting and Workforce Training Program	0	27,000	0				0
Legal Aid Foundation	10,000	29,725	15,000	0	0	15,000	15,000
Pro Bono Legal Services	10,000	29,725	15,000			15000	15,000
Legal Services of North Florida	38,000	55,000	38,000	0	0	38,000	38,000
Legal Services to the Poor (LSP)	38,000	55,000	38,000			38000	38,000
Literacy Volunteers of Leon County	23,000	23,000	18,000	0	0	18,000	18,000
Adult literacy, English for speakers of other languages, Family Literacy	23,000	23,000	18,000			18000	18,000
Lutheran Social Services of N FL	8,000	16,000	8,000	0	8,000	0	8,000
CRTA	8,000	16,000	8,000		8000		8,000
Refuge House, Inc.	40,000	115,000	62,404	22,404	40,000	0	62,404

24 Hour Crisis Response	40,000	40,000	40,000		40000		40,000
Leon Intimate Violence Enhanced Service Team (Leon InVEST)	0	75,000	22,404	22404			22,404
TOTAL	428,684	796,177	426,700	79,227	171,177	176,296	426,700
Available for Allocation			426,700				
Over/Under			0				

Team Three - Services for Persons with Disabilities							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Epilepsy Association of the Big Bend	22,000	22,000	22,000	0	0	22,000	22,000
Epilepsy Services Program Client Services	22,000	22,000	22,000			22000	22,000
Florida Disabled Outdoors Association	14,700	20,500	14,484	0	0	14,484	14,484
Miracle Sports	5,000	7,500	5,000			5000	5,000
SportsAbility	9,700	13,000	9,484			9484	9,484
Lighthouse of the Big Bend	20,000	20,000	20,000	0	0	20,000	20,000
Services to People who are Blind or Visually Impaired in Leon County	20,000	20,000	20,000			20000	20,000
Office of Public Guardian, Inc.	18,250	18,250	18,250	0	0	18,250	18,250
Office of Public Guardian, Inc.	18,250	18,250	18,250			18250	18,250
Special Olympics Florida-Leon County	25,000	30,000	24,000	0	0	24,000	24,000
Athletic	25,000	30,000	24,000			24000	24,000
The Center for Independent Living	65,573	75,000	73,000	40,000	0	33,000	73,000
Access to Independence	65,573	75,000	73,000	40000		33000	73,000
The Dick Howser	103,000	125,000	95,500	0	0	95,500	95,500
The Dick Howser Center for Childhood Services, Inc.	103,000	125,000	95,500			95500	95,500
Wave, Inc	10,000	11,350	10,000	10,000	0	0	10,000
Life Skills	7,000	7,350	7,000	7000			7,000
Social Activities	3,000	4,000	3,000	3000			3,000
TOTAL	278,523	322,100	277,234	50,000	0	227,234	277,234
Available for Allocation			277,234				
Over/Under			0				

Team Four - Emergency & Basic Needs							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
American Red Cross	8,562	50,000	13,534	0	0	13,534	13,534
Disaster Services	8,562	50,000	13,534			13534	13,534
Americas Second Harvest	0	224,440	43,416	16,947	0	26,469	43,416
Food Bank Operations	0	205,000	43,416	16947		26469	43,416
Shelter Support	0	19,440	0				0
Big Bend Homeless Coalition	81,311	95,000	78,733	0	37,564	41,169	78,733
HOPE Community	81,311	95,000	78,733	0	37564	41169	78,733
Capital City Youth Services, Inc.	33,000	36,000	26,000	16,500	0	9,500	26,000
Transitional Living Program (TLP)	33,000	36,000	26,000	16500		9500	26,000
Emergency Care Help Organization	67,500	82,500	53,500	26,500	27,000	0	53,500
Emergency Resources Program	17,500	22,500	15,000		15000		15,000
Renaissance Community Center	35,000	40,000	26,500	26500			26,500
Weekend Meals	15,000	20,000	12,000		12000		12,000
Families Restoring the Homefront Inc	0	60,000	0	0	0	0	0
Food and Clothes Distribution	0	60,000	0				0
Good News Outreach	48,200	53,020	41,000	41,000	0	0	41,000
Food Outreach	15,200	16,720	13,000	13000			13,000
Mercy House	22,000	24,200	19,000	19000			19,000
Mission Oaks	11,000	12,100	9,000	9000			9,000
Project Annie, Inc.	8,000	12,000	6,000	6,000	0	0	6,000
Elder & Disabled Feeding Program	8,000	12,000	6,000	6000			6,000
Tallahassee-Leon Shelter, Inc	335,000	620,000	316,699	0	0	316,699	316,699
The Shelter 24-Hour Services Program	335,000	620,000	316,699			316699	316,699

TOTAL	581,573	1,232,960	578,882	106,947	64,564	407,371	578,882
Available for Allocation			578,882				
Over/Under			0				

Team Five - Family Support							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Boys Town North Florida Inc.	32,000	32,644	32,000	32,000	0	0	32,000
Treatment Family Home Program	32,000	32,644	32,000	32000			32,000
Brehon Institute for Family Services	101,193	106,725	100,500	20,189	59,811	20,500	100,500
Brehon House (maternity home)	94,500	99,225	94,500	20189	59811	14500	94,500
Healthy Families Leon	6,693	7,500	6,000			6000	6,000
Capital City Youth Services, Inc.	107,000	124,000	102,000	46,000	0	56,000	102,000
Somplace Else Shelter	107,000	124,000	102,000	46000		56000	102,000
Emergency Care Help Organization	30,000	40,000	25,000	0	14,682	10,318	25,000
Family_Services_Program	30,000	40,000	25,000		14682	10318	25,000
Good News Outreach	0	20,000	4,500	4,500	0	0	4,500
Maryland Oaks	0	20,000	4,500	4500			4,500
Lutheran Social Services of N FL	18,000	28,000	18,000	0	18,000	0	18,000
InnBetween Transitional Housing	18,000	28,000	18,000		18000		18,000
PACE Center for Girls, Inc.	5,000	17,425	5,000	5,000	0	0	5,000
Reach Program	5,000	17,425	5,000	5000			5,000
Refuge House, Inc.	104,420	104,420	103,773	0	19,353	84,420	103,773
Outreach Counseling and Courthouse Services	20,000	20,000	19,353		19353		19,353
Residential Services	84,420	84,420	84,420			84420	84,420
The Oasis Center for Women & Girls	0	58,187	5,000	5,000	0	0	5,000
Counseling and Support Services	0	58,187	5,000	5000			5,000
TOTAL	397,613	531,401	395,773	112,689	111,846	171,238	395,773
Available for Allocation			395,773				
Over/Under			0				

Team Six - Physical Health Services							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Big Bend Cares	143,329	143,329	143,329	57,000	0	86,329	143,329
HIV Prevention, Education, Testing and Outreach	48,329	48,329	48,329			48,329	48,329
HIV+ CLIENT CARE	95,000	95,000	95,000	57,000		38,000	95,000
Big Bend Hospice	0	20,000	0	0	0	0	0
Emergency_Patient_and_Family_Special_Needs_Program	0	20,000	0				0
Bond Community Health Center, Inc.	0	70,000	0	0	0	0	0
Substance Abuse Prevention and Referral	0	70,000	0				0
Capital Area Healthy Start Coalition	34,200	60,000	0	0	0	0	0
Preconception Health Education Program	34,200	60,000	0				0
Capital Medical Society Foundation	65,000	65,000	65,000	32,500	0	32,500	65,000
We Care Network	65,000	65,000	65,000	32,500		32,500	65,000
Neighborhood Medical Center, Inc.	84,000	168,000	97,058	49,000	0	48,058	97,058
Healthcare Services	84,000	168,000	97,058	49,000		48,058	97,058
Sickle Cell Foundation, Incorporated	95,000	95,000	95,000	95,000	0	0	95,000
Health, Wellness & Case Management	95,000	95,000	95,000	95,000			95,000
Tallahassee-Leon Shelter, Inc	68,210	87,086	87,086	0	0	87,086	87,086
The Shelter's Medical Clinic	68,210	87,086	87,086			87,086	87,086
TOTAL	489,739	708,415	487,473	233,500	0	253,973	487,473
Available for Allocation			487,473				
Over/Under			0				

Team Seven - Senior Services							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Alzheimers Project, Inc.	94,906	94,906	94,906	0	65,000	29,906	94,906
Caregiver Support Services	94,906	94,906	94,906		65000	29906	94,906
Elder Care Services, Inc.	339,300	381,200	337,672	92,000	0	245,672	337,672
Elder Day Stay	42,300	51,000	42,300			42300	42,300
In-Home	60,000	80,000	60,000			60000	60,000
Nutrition	185,000	187,000	185,372	85000		100372	185,372
SOS	45,000	50,000	43,000			43000	43,000
RSVP	7,000	13,200	7,000	7000			7,000
Good News Outreach	9,480	10,248	9,480	9,480	0	0	9,480
Elder Services	9,480	10,248	9,480	9480			9,480
Smith-Williams Service Center Fdn	11,520	20,000	11,000	11,000	0	0	11,000
Senior Solutions Expansion Program	11,520	20,000	11,000	11000			11,000
Tallahassee Senior Citizens Foundation	9,000	12,000	9,000	0	9,000	0	9,000
Southside Senior Outreach Program	9,000	12,000	9,000		9000		9,000
TOTAL	464,206	518,354	462,058	112,480	74,000	275,578	462,058
Available for Allocation			462,058				
Over/Under			0				

Team Nine - Youth Recreation & Character Building							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
African Caribbean Dance Theatre	17,500	31,500	10,000	10,000	0	0	10,000
Transforming Lives Through Dance	17,500	31,500	10,000	10000			10,000
Big Brothers Big Sisters	137,500	167,500	125,000	0	0	125,000	125,000
Community Based 1-to-1 Mentoring Prog	85,000	85,000	85,000			85000	85,000
Enhanced School Based 1-to-1 Mentoring Prog	10,000	40,000	10,000			10000	10,000
Mentoring Children of Prisoners Program	42,500	42,500	30,000			30000	30,000
Boys Choir of Tallahassee, Inc.	20,000	43,000	30,000	0	0	30,000	30,000
Boys' Choir of Tallahassee	20,000	43,000	30,000			30000	30,000
Boys Scouts of America	12,000	25,000	13,861	0	0	13,861	13,861
Youth Recreation & Character Building	12,000	25,000	13,861			13861	13,861
Capital Area Healthy Start Coalition	40,000	40,000	35,000	0	20,000	15,000	35,000
STRONGER Girls Program	40,000	40,000	35,000		20000	15000	35,000
Distinguished Young Gentlemen	17,824	72,977	18,000	0	18,000	0	18,000
Distinguished Young Gentlemen	17,824	72,977	18,000		18000		18,000
Girl Scouts of the Florida Panhandle	5,000	17,622	2,500	0	0	2,500	2,500
Girl Scout Leadership Experience	5,000	17,622	2,500			2500	2,500
Imani Dance Program	35,000	44,500	40,000	0	40,000	0	40,000
Imani Afterschool Dance Program	35,000	44,500	40,000		40000		40,000
Lincoln Center Foundation, Inc.	45,000	60,000	50,000	50,000	0	0	50,000
Lincoln Center Boxing Club	45,000	60,000	50,000	50000			50,000
The Boys & Girls Clubs	210,000	240,000	210,000	45,000	117,000	48,000	210,000
Great Futures Start Here	210,000	240,000	210,000	45000	117000	48000	210,000

The Oasis Center for Women & Girls	0	40,270	7,525	7,525	0	0	7,525
Girls Program	0	40,270	7,525	7525			7,525
Turn About Inc of Tallahassee	95,000	95,000	90,000	0	0	90,000	90,000
Intensive Outpatient Program	15,000	15,000	10,000			10000	10,000
School Intervention and Prevention Program	80,000	80,000	80,000			80000	80,000
TOTAL	634,824	877,369	631,886	112,525	195,000	324,361	631,886
Available for Allocation			631,886				
Over/Under			0				

Team Ten - Youth Education							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
Florida State University	30,000	50,000	29,234	29,234	0	0	29,234
Collegiate Division	10,000	15,000	5,000	5000			5,000
Pre-Collegiate Division	20,000	35,000	24,234	24234			24,234
John G. Riley Center - Museum	45,000	75,000	46,441	0	46,441	0	46,441
YCCLAP	45,000	75,000	46,441		46441		46,441
Living Stones International, Inc.	7,500	35,000	7,500	7,500	0	0	7,500
Children of Importance (COI) After School Tutoring & Mentoring Program	7,500	35,000	7,500	7500			7,500
Miccosukee Youth Education Fdn	35,000	70,175	35,000	0	35,000	0	35,000
Academic Achievement Program for Grades K-12	35,000	70,175	35,000		35000		35,000
PACE Center for Girls, Inc.	71,760	103,801	71,760	23,500	25,500	22,760	71,760
Family Reach Program	5,500	17,425	5,500		5500		5,500
Spirited Girls	46,260	50,670	46,260	23500		22760	46,260
Transition Program	20,000	35,706	20,000		20000		20,000
Pivotal Point Enterprises	65,000	74,750	68,060	68,060	0	0	68,060
Character Kids	65,000	74,750	68,060	68060			68,060
Professional Opportunities Program	25,000	59,892	14,973	0	14,973	0	14,973
Professional Opportunities Program for Students, Inc.	25,000	59,892	14,973		14973		14,973
TCC Take Stock in Children	0	18,000	5,000	5,000	0	0	5,000
Take Stock in Children	0	18,000	5,000	5000			5,000
TOTAL	279,260	486,618	277,968	133,294	121,914	22,760	277,968
Available for Allocation			277,968				
Over/Under			0				

2015/2016 SUMMARY							
Agency Name/Programs	2014/2015 Allocation	2015/2016 Request	2015/2016 Allocation	City	County	United Way	Total
01 - Childrens Services	649,888	927,869	646,881	216,687	86,500	343,694	646,881
02 - Community Support	428,684	796,177	426,700	79,227	171,177	176,296	426,700
03 - Persons with Disabilities	278,523	322,100	277,234	50,000	0	227,234	277,234
04 - Emergency & Basic Needs	581,573	1,232,960	578,882	106,947	64,564	407,371	578,882
05 - Family Support	397,613	531,401	395,773	112,689	111,846	171,238	395,773
06 - Physical Health Services	489,739	708,415	487,473	233,500	0	253,973	487,473
07 - Senior Services	464,206	518,354	462,058	112,480	74,000	275,578	462,058
09 - Youth Recreation & Character Bld	634,824	877,369	631,886	112,525	195,000	324,361	631,886
10 - Youth Education	279,260	486,618	277,968	133,294	121,914	22,760	277,968
TOTAL	4,204,310	6,401,263	4,184,854	1,157,349	825,000	2,202,505	4,184,854
Available for Allocation				1,157,349	825,000	2,202,505	4,184,854
Over/Under				0	0	0	0

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2015, by and between _____, (hereinafter referred to as the Agency) and Leon County, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County).

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of human services to residents of the County; and,

WHEREAS, the Leon County Commission on the 13th day of October 2015, during a regular County Commission meeting, authorized and approved funding in the amount of \$ _____ for the _____ program to the Agency; and,

WHEREAS, the County desires to engage the Agency to render, and the Agency desires to render, certain human services to such residents as more specifically described in Attachment A hereto;

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

A. GENERAL CONDITIONS

1. **Scope of Services:** The Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services (“Scope of Services”) to be undertaken as set forth in **Attachment A: Statement of Work**, which is attached hereto and by reference made a part hereof.
2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks as outlined in **Attachment B: Collaboration Plan**, which is attached hereto and by reference made a part hereof. The specific types of collaborative approaches and partnerships that the Agency will use to enhance its effectiveness in delivering quality services are set forth in such Attachment and shall include, but shall not be limited to, the following:
 - (i) Enhanced coordination and communication among organizations;
 - (ii) Development of interagency referral and tracking systems;
 - (iii) Increased community awareness of available human services and resources;
 - (iv) Concerted, comprehensive efforts to address multiple community needs;
 - (v) Opportunity to impact community-wide social indicators; and
 - (vi) Reduction of duplication of efforts/services.

3. **Program Evaluation:** The Agency's program evaluation requirements under this Agreement are specified in **Attachment C: Program Logic Model and Attachment C1: Outcome Measurement Framework**, which is attached hereto and by reference made a part hereof. The Agency shall participate in training opportunities to enhance its ability to report program outcome measures.
4. **Time of Performance:** The Agency shall not commence performance of the Scope of Services, nor incur any costs or obligations associated with those services, until the Agency has received a written notice to proceed from the County. All work and services required by this Agreement shall be performed between **October 1, 2015 and September 30, 2016**, unless otherwise mutually agreed to in writing by the County and the Agency.
5. **Personnel and Subcontracting:**
 - a. The Agency represents that it has, or will secure at its own expense, all personnel required in performing the Scope of Services (Paragraph A.1.) under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.
 - c. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County.
6. **Compensation:** The method and amount of compensation to the Agency for the performance of the Scope of Services under this Agreement is specified in **Attachment D: Method and Amount of Compensation**, which is attached hereto and by reference made apart hereof. Requests by the Agency for changes in budget line items must be submitted to the County in writing and will be approved or denied by the County in writing within fifteen (15) working days from receipt of the request. Funds paid to the Agency by the County shall be referred to herein as "Grant Funds."
7. **Program Income:** In the event the Agency receives program income as a result of its performance of the required work or services, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the program income. All provisions of this Agreement shall apply to such specified activities.
8. **Reports:**
 - a. The **Agency Report of Advance and Expenditures** (form to be prescribed and supplied by the County) shall be submitted on a (insert monthly or quarterly) basis and shall be due no later than the fifteen day of the month

following the reporting period. Documentation of all expenditures shall be required. Expenditures are subject to review by County staff. Reimbursements are not guaranteed.

- b. A written report titled **Agency Report of Clients Served and Project Narrative** (form to be prescribed and supplied by the County) reflecting Agency operations shall be submitted by the Agency to the County on a quarterly basis, or on such other basis as the County may require from time to time. When submitted quarterly, such report shall be due no later than the twenty-fifth day following the end of the quarter which is the subject of the report.
- c. Using a form prescribed and supplied by the County, the Agency shall submit to the County at least annually an inventory of all nonexpendable personal property purchased by the Agency using Grant Funds.
- d. Using a form prescribed and supplied by the County, the Agency shall submit a **Year-End Close-Out Report**, reflecting all program activity for fiscal year 2015/2016, to the County by October 31, 2016.
- e. Upon execution of this Agreement, the Agency will designate in writing to the County, a member of the Agency staff who will be responsible for submission of all Agency reports to the County, and for administration of this Agreement on behalf of the Agency. All contact with the Agency regarding such reporting and administration will be directed to the attention of that designated individual.
- f. All reports prepared by the Agency shall be submitted to:

Pamela Tisdale, Human Services Analyst
Leon County
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

- 9. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.
- 10. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the

effective date of such termination. The Agency shall be entitled to receive pro rata compensation for any work or services satisfactorily completed prior to the effective date of termination, subject to the provisions set forth below. Notwithstanding such termination, the Agency shall be and remain liable to the County for all damages sustained by, and costs or expenses incurred by the County by virtue of any breach of the Agreement by the Agency. The County shall have a right to set off against any compensation otherwise due the Agency the amount of any damage sustained by the County by virtue of the Agency's breach of this Agreement and any other amounts owed to the County by the Agency.

11. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated by the County as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services of the Agency covered by the Agreement, less payments of compensation previously made.
12. **Reversion of Assets:** Upon expiration or other termination of this Agreement, the Agency shall transfer to the County any remaining Grant Funds not properly expended or obligated at the time of expiration and any accounts receivable attributable to the use of Grant Funds.
13. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.
14. **Audit:** If the Agency expends less than \$500,000 in a year from County Grant Funds, the Agency is exempt from County audit requirements for that year, subject to the provisions below. If the Agency expends \$500,000 or more in a fiscal year from either County, State, or Federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Agency shall provide the Leon County Health and Human Services Division, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the County within thirty (30) days of receipt of each issued report.

The County reserves the right to conduct financial and program monitoring of all awards to the Agency and to perform an audit of all records. An audit by the

County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

15. **Indemnification:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.
16. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

B. ASSURANCES

1. **Equal Employment Opportunity:** The Agency shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.
2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County.

3. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
4. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.
5. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County or its authorized representatives. The Agency shall preserve and make its records available to the County and its authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.
6. **Public Records:** The Agency shall:
 - a. 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".
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. 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.

Constitutional Prohibition: The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: COLLABORATION PLAN

ATTACHMENT C: PROGRAM LOGIC MODEL

ATTACHMENT C 1: OUTCOME MEASUREMENT FRAMEWORK

ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION

IN WITNESS THEREOF, the County and the Agency have executed this Agreement as of the date first above written.

AGENCY:

(Insert legal name of Agency)

Witness as to Agency

By:_____

(Type or print name and title of signatory)

Witness as to Agency

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

LEON COUNTY, FLORIDA

BY:_____

BY:_____
Vincent S. Long, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney

**THE LEON COUNTY HUMAN SERVICES DIVISION
GENERAL REVENUE CONTRACT ATTACHMENTS FOR FY 2015/16**



- ✓ **ATTACHMENT A: STATEMENT OF WORK**
- ✓ **ATTACHMENT B: COLLABORATION PLAN**
- ✓ **ATTACHMENT C: PROGRAM LOGIC MODEL**
- ✓ **ATTACHMENT C 1: OUTCOME MEASUREMENT FRAMEWORK**
- ✓ **ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION**

ATTACHMENT A: STATEMENT OF WORK FOR FY 2015/16

Instructions: Please type your responses on the form provided. When completing this section, please use your 2015/16 CHSP application as a guide.

- A. **List the Legal Name of the Agency exactly as listed with the Florida Division of Corporations**, which is the same as the name used in the first paragraph, and on the signature page of this Agreement:
- B. List the **Program Title**:
- C. Provide a **Program Narrative** for approved activity. In the narrative, please include the following information:
 1. Define the **specific target population** (including the geographic area targeted such as Bond, Apalachee Ridge, Providence, Frenchtown, city-wide, county-wide, etc.) that your program will serve. State the number of **unduplicated persons** (persons served only once within a given fiscal year) that you plan to serve during FY 2015/16.
 2. Clearly, state the overall purpose, goal(s) and objectives of the program.
 3. Provide a specific **program description of services, products, etc.**, that will be provided by the Agency using County Grant Funds.
 4. Utilizing the form provided on the following page, complete a **Program Timeline**. Provide a **list of major program tasks/activities or products that you plan to accomplish** during the fiscal year 2015/16 and the anticipated completion dates. **This schedule will be used as a monitoring and planning tool.**

Agency Name:	Program Title:
---------------------	-----------------------

Tasks, Activities or Products (Please provide specific information such as the number of clients served; specific program activities, including the frequency of activities, etc.)	Date of Anticipated Completion	*Completion Status (COUNTY USE ONLY)	Comments (COUNTY USE ONLY)

***Completion Status (County Use Only)**

ER = Exceeds Requirements

MR = Meets Requirements

OS = On Schedule

NI = Needs Improvement

DMR = Did Not Meet Requirements

5. If the Citizens Review Team issued a *finding* in your agency's 2015/16 CHSP award letter, please list the specific finding in the chart below, state the corrective action plan (how the agency plans to correct the finding), and provide a timeline for addressing the finding(s). **(If you received a finding for presenting an unbalanced budget or for failure to follow the budget presentation protocol, do not include those items in the chart below.)**

CRT Finding	Corrective Action Plan/Tasks	Time Frame for Completion

ATTACHMENT B: COLLABORATION PLAN FOR FY 2015/16

Please type your responses on the form provided. When completing this section, please use your 2015/16 CHSP application as a guide.

- A. **List the Legal Name of the Agency exactly as listed with the Florida Division of Corporations**, that is the same as the name used in the first paragraph and on the signature page of this Agreement:
- B. Describe the specific types of collaborative approaches that your agency will use to increase its effectiveness in providing quality services and meeting stated program goals and objectives.
- C. Identify your agency's collaborative partners, including community-based resources, and explain how you will work together to address the needs of the program's target population.

Local Area Partners	Description of Collaborative Efforts

ATTACHMENT C: PROGRAM LOGIC MODEL FOR FY 2015/16

- A. **List the Legal Name of the Agency exactly as listed with the Florida Division of Corporations**, that is the same as the name used in the first paragraph and on the signature page of this Agreement:
- B. On the form provided for the Program Logic Model complete the following sections:
1. List ***Program Inputs***: resources dedicated to or consumed by the program to meet its stated program goals and objectives such as staffing and funding.
 2. List ***Program Activities***: what the program does (types of activities) with the inputs to fulfill its mission such as mentoring and counseling.
 3. List ***Program Outputs***: the **specific number of products or units of services** provided by the program such as the number of classes and hours of service delivered.
 4. List ***Program Outcomes***: direct benefits for participants during and after involvement in the program such as improvements in reading skills or reduced recidivism rates for youth involved in the juvenile justice system. The program outcome is reported by the ***total number and percentage of participants*** achieving the defined outcome (objectives). ***Specific numbers and percentages must be included in this section.***

**ATTACHMENT C1: PROGRAM OUTCOME MEASUREMENT FRAMEWORK
FOR FY 2015/16**

Instructions: Please note that you can use the form included in your 2015/16 CHSP application. Please modify the form as needed. For example, if the program received less funding than anticipated, you may need to modify this form accordingly. As you complete this form, please be realistic in what your program can actually accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length and intensity of the particular intervention. *Also, please remove the CHSP heading and ensure that the form is entitled Attachment C1: Program Outcome Measurement Framework.*

A). List the **Legal Name of the Agency exactly as listed with the Florida Division of Corporations**, that is the same as the name used in the first paragraph and on the signature page of this Agreement:

B). On the form provided for the Outcome Measurement Framework complete the following sections:

- 1) List **Program Outcomes**: benefits for participants during and after their participation in the program (sequentially, first list short term, intermediate, and then long term outcomes).
- 2) List **Specific Indicators**: positive indicators that demonstrate that the program is benefiting its participants (specify indicators for your program outcomes by identifying the specific, observable accomplishments or changes that will tell you whether each outcome has been achieved). Ask yourself how can you tell if the outcome has been achieved. What does the outcome look like when it occurs? Successful indicators include graduation from high school, reduction in school suspensions. Indicators must be observable and measurable.
- 3) State **Data Source**: type of data source that will be utilized to measure the effectiveness of the program (for example, report cards, testing scores, survey results, discipline records, trained observers, etc.). As you consider a potential data source, ask yourself if it is reasonable to believe that the data source will provide useful, reliable information related to the specific outcome.
- 4) **Method of Collection**: explain what method you will utilize to collect the information, such as how you will obtain the data (including frequency), the type of data collection instruments you will use, and procedures addressing how the instruments will be used. Areas of consideration include the purchase costs of the assessment instruments, the usefulness of the data to assist program managers in making program improvements, and the credibility of the data collected. The choice of a data collection method may represent a trade-off between cost, response rate, time required to obtain the data, and other factors.

ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION

1. List the Legal Name of the Agency exactly as listed with the Florida Division of Corporations, that is the same as the name used in the first paragraph, and on the signature page of this Agreement:
2. Total amount of General Revenue funds awarded: \$_____
3. Budget for General Revenue Funds. (Please Note: This *budget should be based on the budget projections provided in the CHSP application or modified as appropriate* if the Agency was not allocated the full funding request. Also, each cost category must be specified - “other” is not allowed as a cost category.)

PROGRAM BUDGET COST CATEGORIES	BUDGET AMOUNT	PROVIDE A DETAILED BUDGET NARRATIVE
Personnel		
Professional Fees		
Occupancy/Utilities/Phones/Networks		
Materials/Supplies/Postage		
Equipment Rental, Maintenance, Purchase		
Travel/Workshops/Training		
Business Incorporation Services		
Direct Client Assistance		
Bonding/Liability Insurance		
Collaborative Partnership Activities		
Capacity Building (i.e., UPHS, INIE)		
Other/Specify:		
TOTAL BUDGET		

4. Please describe the anticipated schedule for reimbursement based on Agency needs and conditions approved upon by the County and the Agency: *The Agency is requesting (monthly or quarterly) reimbursements upon submission of appropriate fiscal and programmatic documentation.*


**Leon County
Board of County Commissioners
Notes for Agenda Item #13**

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to RAM Construction & Development, LLC in the Amount of \$653,000 Plus Bid Alternate #1 for Construction of the Jackson View Boat Landing

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation Josh McSwain, Parks Supervisor

Fiscal Impact:

This item has been budgeted and adequate funding is available. Construction of the boat landing will include improved parking and boat ramp, new dock structures, new deck along with an observation pier, and new park signage and landscaping.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to RAM Construction & Development, LLC in the amount of \$653,000 plus the bid alternate #1 for construction of the Jackson View Boat Landing (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

On June 18, 2013, the Board adopted the Lake Jackson Huntington Sense of Place Initiative Report that specifically identified the need to provide for park facilities (picnic tables and grills, landscaping, etc.) at the boat landing at Lake Jackson (project idea 6.3.4).

On October 28, 2014, the PLACE (Planning, Land Management & Community Enhancement) staff presented a status report to the Board that included improvements to the Hwy 27 Boat Landing, being rebranded as Jackson View Boat Landing, as one of six projects that would be targeted for expending implementation funding of \$100,000 as allocated by the Board. Specifically, the Board authorized \$50,000 to be utilized for design and permitting services associated with the Jackson View Boat Landing improvements.

Design and permitting was completed in the early summer of 2015 and the Invitation to Bid was prepared.

Analysis:

The Invitation to Bid (ITB) for the Jackson View Boat Landing Project was advertised locally on July 28, 2015 (BC-09-01-15-49). A copy of the ITB is available at the Division of Purchasing. A total of 251 vendors were notified through the automated procurement system. Forty-seven vendors requested bid packages. The County received two bids on September 3, 2015. The bidders were RAM Construction & Development, LLC and Allen's Excavation.

The lowest responsive bidder is RAM Construction for a bid price of \$653,000, plus the bid alternate #1 for \$10,000 (Attachment #2).

Company	Base Bid	Alternate #1
RAM Construction	\$653,000	\$10,000
Allen's Excavation	\$683,273	\$12,350

The MWSBE Division reviewed the MWSBE participation plans for the two firms to determine if the Aspirational Targets of 17% MBE and 9% WBE, for this project were met (Attachment #3). RAM Construction exceeded the MBE Aspirational Target, and did complete a good faith effort for the WBE target; however, they did not meet the WBE Aspirational Target prescribed for this project. Total MWBE Utilization Percentage for RAM is 43.9% (43.7% - MBE and 0.2% - WBE). Allen's Excavation, Inc. met both the MBE and the WBE at 17% and 9%, respectively. If RAM Construction and Development, LLC is selected, MWSBE staff recommends that they continue its Good Faith Efforts to increase their WBE participation.

Options:

1. Approve the Agreement awarding bid to RAM Construction & Development, LLC in the amount of \$653,000 plus the bid alternate #1 for construction of the Jackson View Boat Landing (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to RAM Construction & Development, LLC for the construction of the Jackson View Boat Landing.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with RAM Construction
2. Bid Tabulation Sheet
3. MWSBE Analysis

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 RAM CONSTRUCTION & DEVELOPMENT, LLC, 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 Jackson View Landing in accordance with: 1) Jackson View landing, Boat Ramp and Park Amenities Project, Bid# BC-09-01-15-49 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 sixty (60) 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 in the amount of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS TO THE GENERAL CONTRACTOR

- A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.
- B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- C. Payments to Subcontractors - The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- D. Delayed Payments by Owner - If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Josh McSwain
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1476
E-mail: mcswainj@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:

For the purposes of this section, the term "Agent" shall refer to the Engineer when the County (Owner) has engaged their professional services and to serve as an Agent for a project. In those instances when no Agent has been retained for the project, the County shall provide services as Agent with its own staff.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agent/Owner a comprehensive list of items to be completed or corrected prior to final payment. For contracts less than \$10 million in value, the list must be developed within 30 calendar days of substantial completion. For contracts more than \$10 million in value, the list must be developed within 30 calendar days of substantial completion unless the parties agree in writing to extend it up to 60 days. Failure to include an item on such list does not alter the responsibility of the contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agent/Owner will make an inspection to determine whether the Work or designated portion is substantially complete. If the Agent/Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, it shall be added to the list and the Contractor shall, before the issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agent/Owner. In such case, the Contractor shall then submit a request for another inspection by the Agent/Owner to determine Substantial Completion.

Upon completion or correction of all the items on the list, the Contractor may submit a payment request for all remaining retainage. The County may withhold up to 150% of the cost of any incomplete items.

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 identified by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND

Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20____.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see **Exhibit B**, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (**Exhibit B**), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. 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.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation Document
Exhibit B - Vendor 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

By: _____
Vincent S. Long
County Administrator

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

RAM CONSTRUCTION & DEVELOPMENT, LLC

By: _____
President or designee

Printed Name

Title: _____

Date: _____

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 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.

PURPOSE:

Leon County is seeking the services of qualified contractor to make improvements at Jackson View Landing in accordance with plans and specification developed by AMEC Environmental & Infrastructure, Inc. dated: June 23, 2015. Plans are large document and can be found at: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>.

Work includes, but is not limited to: demolition, concrete, floating and fixed aluminum docs; boat ramp; signage; landscaping; precast restroom; picnic tables; and grills.

There will be a base bid and two alternates:

Base bid will be everything except the items separated by Alternate 1 & 2.

Alternate #1 will be the work and materials identified on page 12 of the plans.

Alternate #2 will be with the procurement of the precast building being performed by Leon County. Site preparation and hook up remains the responsibility of the contractor.

The successful bidder shall be issued a Purchase order to enable procurement of the floating and stationary docks. The notice to proceed for the 60 day performance shall be issued on or near the projected delivery dates of the docks and prefab building. MWBE calculations shall be against the base bid.

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
July 28, 2015	Release of the ITB
August 12, 2015	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: August 19, 2015 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: September 1, 2015 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/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.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division 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 may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will 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.

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 at the bottom of the list of documents for each 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.
 - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
 - 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - 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 sixty (60) 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 in the amount of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

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 Payment 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 in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this

Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney-s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ 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

Mary Ann Lindley
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	_____ (Firm Name)
BY	_____ (Authorized Representative)
	_____ (Printed or Typed Name)
ADDRESS	_____
EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Base Bid: _____

Alternate #1 _____

Alternate #2 _____

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 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

Mary Ann Lindley
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

RAM Construction & Development, LLC

(Firm Name)

BY

Robert H. Annin

(Authorized Representative)

Robert H. Annin

(Printed or Typed Name)

ADDRESS

20 RAM Blvd, Midway, Florida 32343

EMAIL ADDRESS

info@ramflorida.com

TELEPHONE

850-671-7267

FAX

850-671-2773

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 7/28/15 Initials

Addendum #5 8/26/15

Addendum #2 dated 7/28/15 Initials

Addendum #3 dated 8/20/15 Initials

Addendum #4 dated 8/21/15 Initials

Base Bid: \$ 653,000.00 Six hundred fifty three thousand dollars

Alternate #1 \$ 10,000.00 Add

Alternate #2 \$ 28,000.00 Deduct

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: RAM Construction & Development, LLC

Signature: Robert H. Annan Title: President

STATE OF Florida
COUNTY OF Levy

Sworn to and subscribed before me this 31st day of August, 2015.

Personally known

Robert H. Annan

Paul A. Gleasman
NOTARY PUBLIC

OR Produced identification

Notary Public - State of

Florida

(Type of identification)

My commission expires: 3/29/18

Paul A. Gleasman

Printed, typed, or stamped commissioned name of notary

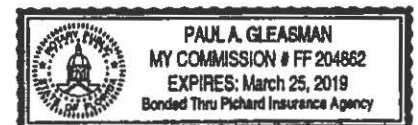
The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made

**DOCUMENTATION,
ME.**

RECEIVED

2014 SEP -3 PM 1:45

PURCHASING DIVISION
LEON COUNTY



Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.

Robert H. Ammi
Bidder's Signature

President
Title

8/31/15
Date

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: RAM Construction & Development, LLC

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	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 MWBE's 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

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

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.

See attached

- 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: Jackson View Landing, Boat Ramp and Park Amenities Project
 Bid No: BC-09-01-15-49
 Opening Date: September 1, 2015 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. Florida Developers	Leon Co.	850-224-6002	B	285,267.00	Docks, Trex, Pavers	
b. Persica Landscaping	Leon Co.	850-422-0002	F	985.00	Landscaping	
c.						
d.						
e.						
f.						
Total Bid Amount \$ 653,000				Total MWBE Participation \$ 286,252	MBE Participation % 43 WBE Participation % .01 (MBE or WBE Participation \$ 286,252 Total Bid \$) 653,000	
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.						

Exhibit B
 Attachment #7
 Page 33 of 55

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
 Bid No: BC-09-01-15-49
 Opening Date: September 1, 2015 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. Dowdy	Len Co.	850-656-1211	128 63,926.00	Turn Lane
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

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 H. Amin

Title: _____

President

Firm: _____

RHM Construction & Development, LLC

Address: _____

20 RHM Blvd.; Midway FL 32343

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

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.

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.

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

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 Peggy A. Gleason
Typed or Printed

Signature Peggy A. Gleason

Date 8/31/15

Title CFO / Risk Mgr.
(Company Risk Manager or Manager with Risk Authority)

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

**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.

Robert H. Annis
Signature

President
Title

RAM Construction & Development, LLC
Contractor/Firm

20 RAM Blvd, Midway, Florida 32343
Address

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

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.

9 Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.

9 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.

RAM Construction & Development, LLC
(Firm Name)

BY

Robert H. Annin

(Authorized Representative)

Robert H. Annin
(Printed or Typed Name)

DATE

8/31/15

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening 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: RAM Construction & Development, LLC	
Current Local Address: 20 RAM Blvd Midway, Florida 32343	Phone: 850-671-7267 Fax: 850-671-2773
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: 20 RAM Blvd Midway, Florida 32343	Phone: 850-671-7267 Fax: 850-671-2773

Robert H. Ann
Signature of Authorized Representative

8/31/15
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 31st day of August, 2015
By Robert H. Ann of RAM Construction & Development, LLC
(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:

Paul A. Gleasman
Signature of Notary

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Paul A. Glasman

Print, Type or Stamp Name of Notary

CE



Title or Rank

FF 204862



Serial Number, If Any

DRAFT

Licensure

	Local Business Tax City of Midway Business Tax Certificate LOCAL CERTIFICATE EXPIRES SEPTEMBER 30, 2015 Licensee: RAM CONSTRUCTION & DEVELOPMENT, LLC City Occupational License Tax paid to the City of Midway, in consideration of which it is hereby acknowledged that the above is licensed to engage in and/or manage the business, profession or occupation in the City of Midway, Florida beginning the 1st of October 2014 and ending on the 30th day of September 2015 State of Florida  For Dorothy Inman Johnson, City Manager	NO: 2014201537 September 18, 2014 Date
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Local Registration – City of Midway, Florida

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD		
LICENSE NUMBER CGC062608		
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016		
ANNIN, ROBERT HEATH RAM CONSTRUCTION & DEVELOPMENT LLC 20 RAM BLVD. MIDWAY FL 32343		
		

State of Florida General Contractors License – Allowed to do GC construction in all municipalities in Florida

<p>State of Florida Department of State</p> <p>I certify from the records of this office that RAM CONSTRUCTION & DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 12, 2003.</p> <p>The document number of this company is L03000008931.</p> <p>I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 8, 2014, and its status is active.</p> <p>  Secretary of State</p> <p>Authenticated by: LCP01200819 To authenticate on this certificate, visit the following web page: this ID, and then follow the instructions displayed. www.dhs.gov/e-verify</p>
--

State of Florida Corporate Registration



Dis-advantaged business involvement-Statement of Good Faith Effort

RAM Construction & Development encourages participation by minority businesses. We utilize various counties, cities, and school boards approved minority vendor list by adding these suppliers and subcontractors to our bid notification system. Our approach consist of a three tier system of notification, bid package preparation, and administrative support services.

Notification

- Solicitation of bid through phone, fax, and email
- Advertisements in local periodicals
- Construction bid reporting agencies

Bid Package Preparation

- Compile SBD specific bid package/scope
- Pre-bid review with SBD subcontractors or vendor

Administrative Support Services

- Accounting and cash flow assistance
- Direct purchase of materials
- Cost free plans and specification packages from our printing suppliers

RAM will publish, with its bid documentation, a list of the names of all subcontractors/vendors, and identify all SBD subcontractors/vendors.



201500589623 v 5

Action Stages GC Bidding
Bid Date 09/01/2015@02:00:00 PM
Valuation 350000
Target Start Date 11/01/2015

2585 CLARA KEE BLVD
TALLAHASSEE,FL(LEON)
32303-7175

Report Type Project
Project Type Miscellaneous Recreational,Landscaping,Dock/Pier
Type of Work Alterations
Status Add Bidders on GC- GC bids to Owner September 1 at 2 PM (EDT)
Submits Bid To Owner (Public)
Publish Date 08/28/2015
Architect AMEC Environment & Infrastructure Inc,75 E AMELIA ST STE
200,ORLANDO,FL,32801-1320,Phone:(407)5227570*,Fax:(407)5227576
Owner (Public) Leon County Board of Commissioners,2284 Miccosukee Rd,Tallahassee,FL,32308-
5310,Phone:(850)6061600*,Fax:(850)6061601
Plans on File
Plans Available From Owner (Public)
Notes DEWB18 - Mandatory pre-bid conference August 12 at 10 AM (EDT) in the
Purchasing Division - 1800-3 North Blairstone Road/Tallahassee - RAM
Construction & Development encourages participation by minority
businesses. Our aspirational goal for this projec is 17% MBE and 9% WBE.
Bonds 5 % Bid Bond.
Additional Features demolition, concrete, floating and fixed aluminum docs; boat ramp; signage;
landscaping; precast restroom; picnic tables; and grills

CSI Codes

Bidder List

This is a draft preview copy of a McGraw-Hill Construction Dodge Report for review for verification prior to publishing. The information contained in this message is intended only for the recipient, and may be a confidential attorney-client communication or may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited.

Bid Header: Bidders on GC

Bid Amount	Contact Name	Phone	Fax
Construct Co Inc931 Dennis AveOrlando	Construct Co Inc	(407)2824350*	()
A-Minority Construction LLC (James Green) 2913 Springhill RdTALLAHASSEE	A-Minority Construction LLC	(850)5198050*	()
AMEC3815 N US-2, STE 103Cocoa	AMEC	(321)4330223*	(321)4330213
RAM Construction & Development LLC (Paul Gleasman) 20 Ram BlvdMidway	RAM Construction & Development LLC	(850)6717267*	(850)6712773
Allen's Excavation6409 WOODVILLE HWYTALLAHASSEE	Allen's Excavation	(850)4216872*	(850)4212391
Florida Developers Inc of Tallahassee (Iva Lara) 642 W Brevard StTallahassee	Florida Developers Inc of Tallahassee	(850)2246002*	(850)2249253
CSI Contracting Inc (Hayes Woodward) 225 S ADAMS ST STE 200TALLAHASSEE	CSI Contracting Inc	(888)8751471*	(850)8751471
GASKIN CONTRACTORS LANDSCAPE DIVISION LLC2311 #3 KILLEARN CENTER BLVDTALLAHASSEE	GASKIN CONTRACTORS LANDSCAPE DIVISION LLC	()*	()
Barry Simms Inc3500 Darlington StreeALMOND	Barry Simms Inc	(715)6120002*	()
McKinnon Construction Co Inc14621 Polk StMiami FL	McKinnon Construction Co Inc	(305)6963907*	()
Sandco Incorporated (Bob Myrick) 4708 Capital Cir NWTallahassee	Sandco Incorporated	(850)4021111*	(850)4027674

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MWSBE BID NOTIFICATION AND ASSISTANCE SCHEDULE

Notification of GC Bid	28-Jul-15
Pre-bid Meeting for GC Bidders	12-Aug-15
Compiled List from Leon County MWSBE Website	18-Aug-15
E-mailed MWSBE Bid Notification	19-Aug-15
Faxed MWSBE Bid Notification	19-Aug-15
Contacted various MWBE subs via phone to get interest and scope review	8/19/15 to 9/2/15
GC Bid	9/3/

DRAFT

Jackson View Landing Boat Ramp & Park Amenities
WMBE ITB Email/Fax List

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	Physical Address	City	State	Zip	Fax	Email	Follow-Ups		
							Fax	Email	Phone
Abbey Concrete, Inc.	4483 Chaires Cross Road	Tallahassee	FL	32317	850-212-7430	abbeyconcrete@yahoo.com	X	X	
All Pro Asphalt & Construction	141 Webster Road	Crawfordville	FL	32327	305-721-1550	asphaltallpro@yahoo.com	X	X	
Baker Landscape & Irrigation, Inc.	739 Rhoden Cove Road	Tallahassee	FL	32312	850-997-1148	bakerlandinc@embarqmail.com	X	X	
Bannerman Landscape, LLC	2931 Kerry Forest Parkway, Suite #102	Tallahassee	FL	32309	850-668-0768	info@bannermanlandscape.com	X	X	X
Blue Sky Landscaping and Design	3566 Jim Lee Road	Tallahassee	FL	32301		blueskyd1@gmail.com		X	
Brick Mason Industries, Inc.	3784 Wentworth Way	Tallahassee	FL	32311		brickmasonindustries@gmail.com		X	
Concrete Services Unlimited, Inc.	1221 COMMERCIAL PARK DRIVE SUITE G5	Tallahassee	FL	32303	850-514-5381	cj@concreteservicesunlimited.com	X	X	
Empire Construction & Fencing, LLC	1193 Walker Springs Road	Monticello	FL	32344	850-997-3515	empireconstruction.fence@yahoo.com	X	X	
Florida Developers, Inc.	642 W. Brevard Street	Tallahassee	FL	32304	850-222-8010				X
Florida Environmental & Land Services, Inc.	221-4 DELTA COURT	TALLAHASSEE	FL	32303	850-385-6355	elvapeppers@fesi.org	X	X	
Hale Contracting, Inc.	1736 Commerce Blvd	Midway	FL	32434	850-575-2506	jeades@halecontracting.net		X	
Jeff's Concrete Enterprises, Inc.	6823 Purnell Court	Tallahassee	FL	32305		ljeffersonfl@yahoo.com		X	
Marco's Masonry & Concrete, LLC	260 Tall Pine Drive	Havana	FL	32333		mfiorito13@gmail.com		X	
P & P Lawn and Landscaping, Inc.	918 Hastie Road	Tallahassee	FL	32305		pandplawnaandlandscaping@aol.com		X	
P & T's Landscaping and Lawn Maintenance, Inc.	2502 Attapulgis Hwy	Quincy	FL	32352	850-627-0900	panchojimenez47@yahoo.com	X	X	
Persica Landscaping Co., Inc.	1703 Baum Road	Tallahassee	FL	32317	850-422-1499	ashie@persica.com	X	X	X
Professional Electrical Systems, Inc.	2506 West Tharpe Street	Tallahassee	FL	32303	850-421-6893	peshvr@aol.com	X	X	
Rex Shiver Landscaping, Inc.	1055 Scotland Road	Havana	FL	32333	850-539-9207	rex_shiver@yahoo.com	X	X	
Robert Norton Concrete Services, Inc.	1545 Vista Road	Monticello	FL	32344	850-997-3574	lsnrn265@yahoo.com	X	X	
Suzanne Diambra Landscaping, Inc.	1614 S. Monroe Street	Tallahassee	FL	32301	850-222-9575	suzannediambra@aol.com	X	X	
Thomas Concrete & Construction Services, LLC	9216 Strawhill Lane	Tallahassee	FL	32305		thomasconcrete@hotmail.com		X	
Unique Concrete Construction, LLC	494 Long Pine Drive	Tallahassee	FL	32305	850-656-1899	mehvnl1@embarqmail.com	X	X	
Unlimited Dirt Works, LLC	10466 S. Salt Road	Lamont	FL	32336		unlimiteddirtworks@gmail.com		X	
World Over Electric, LLC	4409 Westover Drive	Tallahassee	FL	32303		woelectric@gmail.com		X	

WMBE Email ITB Send

Nick Early

From: Nick Early <nearly@ramflorida.com>
Sent: Wednesday, August 19, 2015 2:05 PM
Cc: 'abbeyconcrete@yahoo.com'; 'asphaltallpro@yahoo.com';
 'bakerlandinc@embarqmail.com'; 'info@bannermanlandscape.com'; 'blueskyld1@gmail.com'; 'brickmasonindustries@gmail.com'; 'cj@concreteservicesunlimited.com';
 'empireconstruction.fence@yahoo.com'; 'elvapeppers@felsi.org';
 'ljeffersonfla@yahoo.com'; 'mfiorito13@gmail.com';
 'pandplawnandlandscaping@aol.com'; 'panchojimenez47@yahoo.com';
 'ashie@persica.com'; 'pesivr@aol.com'; 'rex_shiver@yahoo.com'; 'lsnrln265@yahoo.com'; 'suzannediambra@aol.com'; 'thomasconcrete@hotmail.com'; 'melvinf1@embarqmail.com'; 'unlimiteddirtworks@gmail.com'; 'woelectric@gmail.com'
Subject: WMBE Invitation to Bid - Jackson View Landing
Attachments: WMBE ITB.pdf

Good Afternoon!

Attached you will find an Invitation to Bid for the Jackson View Landing project.
 Please let us know if there are any questions.

Thank you,

Nickalos Early

Nickalos Early
 Project Coordinator

"If you want to find the secrets of the universe, think in terms of energy, frequency and vibration." – Nikola Tesla



RAM Construction & Development, LLC

Proud Member

20 RAM Blvd.

Midway, FL 32343

Ph: 850-671-7267 ext 105

Fax: 850-671-2773

Email: nearly@ramflorida.com

Web: www.ramflorida.com

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WMBE Fox ITB Send

Exhibit B
Attachment #1 P. 1
Page 49 of 55

* * * Memory TX Result Report (Aug. 19. 2015 1:21PM) * * *

1) RAM CONSTRUCTION MAIN FAX
2)

Date/Time: Aug. 19. 2015 12:49PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
2372 LAN-Fax Transmission	850-212-7430	P. 1	E-3) 3)	P. 1
	1-305-721-1550		OK	
	850-997-1148		OK	
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	850-514-5381		OK	
	850-997-3515		OK	
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	850-627-0900		OK	
	850-422-1499		OK	
	850-421-6893		OK	
	850-539-9207		OK	
	850-997-3574		OK	
	850-222-9575		OK	
	850-656-1899		OK	

DRAFT

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection

3574M



© 1997 ABC Sports

PROJECT NAME: Jackson View Landing, Boat Ramp and Park Amenities Project - Tallahassee FL

RAM Construction & Development encourages participation by minority businesses. Our aspirational goal for this project is 17% MBE and 9% WBE.

02-Paving
02-Sidewalk
02-Fencing
02-Landscaping
02-Driven Timber Piles
03-Concrete
03-Aluminum Floating Dock System
03-Concrete Floating Dock System
16-Electrical

- NOTE: NEW ASPHALT CONTACT WITH ULS. HIGHWAY 27 DO NOT EXISTATION LAY IN A PARKING PANEL
- NOT RECOMMENDED TO CONCENTRATE PARKING ASSEMBLY
- CONCENTRATE PARKING AT PARKING AREA
- RECOMMEND TO CONCENTRATE PARKING AREA
- NOT RECOMMEND PARKING VEHICLE ACCESS, EXIST TRAILER PARKING AND VEHICLE LAY IN LOW PARKING IN THE 27th ASSEMBLY AREA
- CONCENTRATE PARKING
- TO CONCENTRATE WITH GREEN SPACE, THE EXISTING DESIGNATION IS TO CONCENTRATE PARKING, EXISTING ASSEMBLY AREA
- NOT RECOMMEND TO CONCENTRATE PARKING, EXISTING ASSEMBLY AREA
- NOT RECOMMEND TO CONCENTRATE PARKING, EXISTING ASSEMBLY AREA

[illegible]

<https://ram.bricktop.com/f/8bbb2aaaa>

SUBCONTRACTOR/SUPPLIER RESPONSE

PHONE NUMBER: () - - YES, I WILL BID NO, I WILL NOT BID

YOUR NAME: _____ YOUR EMAIL: _____

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

PAI Construction & Development, LLC 30 PAI Blvd., Milwaukie, OR 97133 PH (503) 671-7267 FAX (503) 671-2771



INVITATION TO BID



Proud Member

Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Wakulla County - Shell Point Boat Ramp Phase I

BIDS DUE BY - DATE: Wednesday, August 26, 2015

BY FAX: 850-671-2773 or EMAIL:

BIDS DUE BY - TIME: 5:00 pm EDT

estimator@ramflorida.com

Bonded Project for subs: No

DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

SCOPES OF WORK INCLUDED:

02-Paving
02-Sitework
02-Fencing
02-Landscaping
02-Driven Timber Piles
03-Concrete
03-Aluminum Floating Dock System
03-Concrete Floating Dock System
16-Electrical

Plans, specs, and addenda may be viewed at our office or at the FTP site listed below:
(enter into your Internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

Seminole Blueprint, Tallahassee, FL
The Blueprint Shop, Tallahassee, FL

PLEASE CHECK OUR FTP SITE FOR
ADDENDA BEFORE TURNING IN
YOUR PROPOSAL. ACKNOWLEDGE
ALL ADDENDA ON YOUR PROPOSAL.

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: H&E Contracting, Inc. SCOPE OF WORK: SITE 02

PHONE NUMBER: (850) 575-2506 ☒ YES, I WILL BID NO, I WILL NOT BID ☐

YOUR NAME: JOHN EADES YOUR EMAIL: jeades@h&econtracting.net

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC

20 RAM Blvd., Midway, FL 32343

Ph: (850) 671-2787 Fax: (850) 671-2773

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Aug. 5. 2015 8:16PM

RAM CONSTRUCTION

BID FAX

No. 3019

Exhibit B
Attachment #7

Page 52 of 55



INVITATION TO BID



Grand Member

Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Wakulla County - Shell Point Boat Ramp Phase I

BIDS DUE BY - DATE: Wednesday, August 26, 2015

BY FAX: 850-671-2773 or **EMAIL:**

BIDS DUE BY - TIME: 5:00 pm EDT

estimator@ramflorida.com

Bonded Project for subs:

No

DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

SCOPES OF WORK INCLUDED:

02-Paving
02-Sitework
02-Fencing
02-Landscaping
02-Driven Timber Piles
03-Concrete
03-Aluminum Floating Dock System
03-Concrete Floating Dock System
16-Electrical

Plans, specs, and addenda may be viewed at our office or at the FTP site listed below:
(enter into your internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

Seminole Blueprint, Tallahassee, FL

The Blueprint Shop, Tallahassee, FL

**PLEASE CHECK OUR FTP SITE FOR
ADDENDA BEFORE TURNING IN
YOUR PROPOSAL. ACKNOWLEDGE
ALL ADDENDA ON YOUR PROPOSAL.**

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME:

Bannerman Landscape

SCOPE OF WORK:

landscape

PHONE NUMBER:

(850) 668-1189



YES, I WILL BID

NO, I WILL NOT BID



YOUR NAME:

Ben Banks

YOUR EMAIL:

info@bannermanlandscape.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC

20 RAM Blvd., Midway, FL 32343

Ph: (850) 671-7267

Fax: (850) 671-2773

Aug. 19, 2015 1:06PM

RAM CONSTRUCTION MAIN FAX

No. 2372 Page 53 of 55



WMBE INVITATION TO BID



Proud Member

Please be advised that RAM Construction and Development, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Jackson View Landing, Boat Ramp and Park Amenities Project - Tallahassee FL

BIDS DUE BY - DATE: Tuesday, September 01, 2015

BY FAX: 850-671-2773 or EMAIL:

BIDS DUE BY - TIME: 11:00 AM EST

estimator@ramflorida.com

RAM Construction & Development encourages participation by minority businesses. Our aspirational goal for this project is 17% MBE and 9% WBE.

SUMMARY OF GENERAL SCOPE OF WORK

SITE IMPROVEMENTS

- NEW ASPHALT ENTRANCE WITH U.S. HIGHWAY 27 DECCELERATION LANE AT PARK ENTRANCE
- PRE-FABRICATED CONCRETE BOAT RAMP ASSEMBLY
- CONCRETE APRON AT RAMP APPROACH
- FIXED AND FLOATING ALUMINUM DOCK
- INTERLOCKING PAVEMENT VEHICLE ACCESS, BOAT TRAILER PARKING AND VEHICLE OVERFLOW PARKING INCLUDING 2 ADA COMPLIANT SPACES
- RECREATION AREA WITH GREEN SPACE, TREX DECKING, OBSERVATION DECK, PICNIC TABLES, BBQ GRILLS AND FAMILY RESTROOM
- NEW PARK SIGN, INFORMATION KIOSK AND DECORATIVE FENCING (AT RIGHT-OF-WAY, ENTERING PROPERTY)

ESTIMATED QUANTITIES

- 4,945 SQ. FT. ASPHALT PAVING (ENTRANCE AND DECCELERATION LANE)
- 7,284 SQ. FT. INTERLOCKING PAVERS (INTERNAL ROADWAY)
- 2,073 SQ. FT. INTERLOCKING PAVERS (BOAT TRAILER PARKING)
- 992 SQ. FT. INTERLOCKING PAVERS (OVERFLOW PARKING)
- 528 SQ. FT. CONCRETE WALK AND RAMP (AT FAMILY RESTROOM)
- 432 SQ. FT. CONCRETE APRON AT RAMP APPROACH
- 660 SQ. FT. PRE-FABRICATED CONCRETE BOAT RAMP (4 EA. 8' X 30' SECTIONS)
- 1,200 SQ. FT. FIXED ALUMINUM DOCK (2 EA. 8' X 100')
- 180 SQ. FT. FLOATING ALUMINUM DOCK (2 EA. 8' X 15')
- 3,261 SQ. FT. TREX DECKING
- 3 BENCHES (ON DECKING)
- 327 LINEAL FEET OF HANDRAIL (ALONG ELEVATED EDGE OF DECKING AND BETWEEN DECKING, RAMP AND VEHICLE PAVERS)
- 7 ADA COMPLIANT PICNIC TABLES (5 EA. IN GREEN SPACE, 2 EA. ON DECKING, BY OWNER)
- 400 SQ. FT. 8'X10' PICNIC TABLE BASE (5 EA. BY OWNER)
- 4 GRILLS IN GREEN SPACE (BY OWNER)
- 1 FAMILY RESTROOM (BY OWNER)
- 1 INFORMATION KIOSK
- 1 PARK SIGN (BY OWNER)

SCOPES OF WORK INCLUDED:

02-Paving
02-Sitework
02-Fencing
02-Landscaping
02-Driven Timber Piles
03-Concrete
03-Aluminum Floating Dock System
03-Concrete Floating Dock System
16-Electrical

Plans, specs, and addenda may be viewed at our office or FTP site listed below:

(enter

into your internet address bar)

<https://ram.brickftp.com/f/8bbb2aaaa>

PLEASE CHECK OUR FTP SITE FOR ADDENDA BEFORE TURNING IN YOUR PROPOSAL. ACKNOWLEDGE ALL ADDENDA ON YOUR PROPOSAL.

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: Persica Landscape SCOPE OF WORK: Landscaping

PHONE NUMBER: (850) 519-6312 ☒ YES, I WILL BID NO, I WILL NOT BID ☐

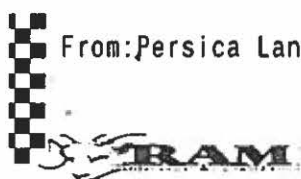
YOUR NAME: Jason Humphrey YOUR EMAIL: Jason@persica.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC

20 RAM Blvd.; Midway, FL 32343

Ph: (850) 671-7267 Fax: (850) 671-2773



INVITATION TO BID



Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Wakulla County - Shell Point Boat Ramp Phase I

BIDS DUE BY - DATE: Wednesday, August 26, 2015

BY FAX: 850-671-2773 or **EMAIL:**

BIDS DUE BY - TIME: 5:00 pm EDT

estimator@ramflorida.com

Bonded Project for subs: No

DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

SCOPES OF WORK INCLUDED:

02-Paving
02-Sitework
02-Fencing
02-Landscaping
02-Driven Timber Piles
03-Concrete
03-Aluminum Floating Dock System
03-Concrete Floating Dock System
16-Electrical

Plans, specs, and addenda may be viewed at our office or at the FTP site listed below:
(enter into your internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

Seminole Blueprint, Tallahassee, FL

The Blueprint Shop, Tallahassee, FL

**PLEASE CHECK OUR FTP SITE FOR
ADDENDA BEFORE TURNING IN
YOUR PROPOSAL. ACKNOWLEDGE
ALL ADDENDA ON YOUR PROPOSAL.**

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: Persica Landscape-Nursery **SCOPE OF WORK:** Landscaping

PHONE NUMBER: (850) 519-6312 ☒ **YES, I WILL BID** ☐ **NO, I WILL NOT BID**

YOUR NAME: Jason Humphrey **YOUR EMAIL:** jason@persica.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC 20 RAM Blvd.; Midway, FL 32343

Ph: (850) 671-7267 Fax: (850) 671-2773

**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-09-01-15-49**

Exhibit C
Attachment #1
Page 55 of 55

Bid Title: Jackson View landing, Boat ramp & Park Amenities

Opening Date: Thursday, September 3, 2015 at 2:00 PM

Item/Vendor	RAM Const.	Allen's Excavation	
Manual Signature	yes	yes	
Addendum 1-4	yes	yes	
Affidavit of Immigration	yes	yes	
Tie Bid	yes	yes	
MWSBE	yes	yes	
EEO	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Trades	yes	yes	
Bond	yes	yes	
Total	\$ 653,000.00	\$ 683,273.00	
Alternate1	10,000.00	12,350.00	
Alternate 2	- 28,000.00	- 48,517.00	
No Bid:			

Tabulated By: _____

Joanne Jennings

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
 BC-09-01-15-49

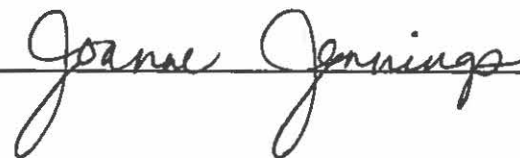
Attachment #2
 Page 1 of 1

Bid Title: Jackson View landing, Boat ramp & Park Amenities

Opening Date: Thursday, September 3, 2015 at 2:00 PM

Item/Vendor	RAM Const.	Allen's Excavation	
Manual Signature	yes	yes	
Addendum 1-4	yes	yes	
Affidavit of Immigration	yes	yes	
Tie Bid	yes	yes	
MWSBE	yes	yes	
EEO	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Trades	yes	yes	
Bond	yes	yes	
Total	\$ 653,000.00	\$ 683,273.00	
Alternate1	10,000.00	12,350.00	
Alternate 2	- 28,000.00	- 48,517.00	
No Bid:			

Tabulated By: _____

Attachment #3
Page 1 of 2

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: September 3, 2015

To: Leigh Davis, Director
Parks & Recreation Division
Department of Public Works

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

Subject: MWBE Analysis for the Jackson View Landing, Boat Ramp and Park Amenities Project (BC-09-01-15-49)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for two (2) firms to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Jackson View Landing, Boat Ramp and Park Amenities Project.

The submitted MWBE Participation Plans for each bidder are as follows:

Ram Construction & Development, LLC exceeded the MBE Aspirational Target for Construction Subcontracting, but did not meet the WBE Aspirational Target prescribed for this project. The Good Faith Effort Form was completed as required with supporting documentation according to policy. *If RAM Construction and Development, LLC is selected, staff is recommending that RAM Construction, LLC continue its Good Faith Efforts to increase their WBE participation.* The MWBE firms listed below are the firms **Ram Construction & Development, LLC** intends to utilize on this project.

Total Bid Amount	\$653,000				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
Florida Developers, Inc.	African American Male	City of Tallahassee	Docks, Trex, and Pavers	\$285,267	43.7%
Persica Landscaping, Co., Inc.	Non-Minority Female	City of Tallahassee	Landscaping	\$985	0.2%
Total MWBE Dollars				\$286,252	
Total MWBE Utilization Percentage				43.9%	

Allen's Excavation, Inc. met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

Total Bid Amount	\$683,273				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization
Capital City Contracting, LLC	African American Male	Leon County	Concrete Work/Decking	\$114,200	16.7%
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Sod/Landscaping/Amenities	\$61,520	9%
Gaines & Sons Striping, Inc.	African American Male	City of Tallahassee	Striping	\$2,000	0.3%
Total MWBE Dollars				\$177,720	
Total MWBE Utilization Percentage				26%	


**Leon County
Board of County Commissioners
Notes for Agenda Item #14**

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of the Purchase of Real Property located at 3491 Lakeshore Drive for Fords Arm Restoration Project

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine Burke, P.E., Acting Director of Public Works Tom Brantley, P.E., Director of Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager Mitzi McGhin, Real Estate Specialist

Fiscal Impact:

This item has a fiscal impact. The County is considering purchasing the property for a total purchase price of \$346,500 for use in the Fords Arm Restoration Project. Funding required for this purchase is available in the Fords Arm Restoration Project budget.

Staff Recommendation:

- Option #1: Waive the public hearing requirement in Policy No. 03-01, "Approval Authority for the Acquisition, Disposition, and Leasing of Real Property, and approve the proposed purchase price in the amount of \$346,500.
- Option #2: Authorize the County Administrator to execute any and all documents necessary to complete the acquisition, in a form approved by the County Attorney.

Report and Discussion

Background:

During the May 12, 2015 regular Board meeting, a status report was brought before the Board to provide an update on the progress of the Fords Arm Restoration Project (Attachment #1). The Board accepted the status report, which included the consideration of purchasing additional sites within the boundaries of the Project area to mitigate localized flooding and to enhance water quality in other tributaries. Among those identified sites was the single-family residence located at 3491 Lakeshore Drive (the "Subject Property"). In May 2015, staff received a letter from the owners of the Subject Property, Mr. & Mrs. Gary Gammon, offering to sell the Subject Property to the County.

Analysis:

In accordance with the Board, Policy No. 03-01, "Approval Authority for the Acquisition, Disposition, and Leasing of Real Property" (Real Estate Policy), the availability of the Subject Property was circulated to the appropriate County departments to determine if there was any interest in the property for any planned or future County projects. The Subject Property was identified by Public Works staff as one that could be utilized in the Fords Arm Restoration Project for construction of a small stormwater attenuation facility upstream of Lakeshore Drive. The facility would provide some relief for the roadway and downstream properties. However, because of the existence of alternative solutions to provide downstream relief and overall watershed improvements, an acquisition under the threat of condemnation was not warranted and Public Works staff recommended that a purchase of the Subject Property should proceed on a voluntary basis. Upon the County Administrator's concurrence, Real Estate staff proceeded with the offer of the Subject Property in accordance with the Real Estate Policy procedure for acquisitions of property not under the threat of condemnation. In order to extend an offer to purchase the Subject Property, staff obtained an appraisal that estimated the fair market value of the Subject Property to be \$315,000. By letter dated August 12, 2015, an offer to purchase was extended to the Gammons in the amount of \$315,000, subject to Board approval, as the proposed purchase price exceeds the County Administrator's \$250,000 authority threshold for approving such purchases.

By letter dated September 13, 2015 (Attachment #2), Mr. & Mrs. Gammon rejected the County's offer and proposed a counteroffer in the amount of \$365,000. Although the counteroffer letter indicates that the Gammons believe the County should be held responsible for their past flood damages, the County maintains the position that it is not responsible for such flood events because it has not diverted the natural flow of the stormwater or otherwise caused the stormwater to flow over the Subject Property. This is the same position the County has successfully maintained through the years in past similar flooding cases. Nevertheless, staff recommends that the Board consider the purchase of the Subject Property at a price higher than the County's appraisal in order to utilize the site for the project; while, at the same time, allowing the Gammons the opportunity to find a comparable replacement property that is not prone to flooding.

In order to determine an acceptable purchase price, staff looked to criteria contained in the Board's Flooded Property Acquisition and Management Program, Board Policy No. 05-5, ("FPAMP"), for support. If this purchase had proceeded under the FPAMP, the Gammons may have been entitled at closing to an amount in excess of the appraisal amount necessary to provide them with sufficient funds to purchase a comparable replacement property, if one was not available for purchase at the appraisal amount. Although an analysis was not requested from the appraiser to determine the prices of comparable replacement properties, the County has paid such a premium in its past FPAMP purchases. In addition, although this purchase is not proceeding under the threat of condemnation, the County has previously paid an owner's moving costs in condemnation acquisitions in which the County acquired an entire residential property. Finally, for additional guidance, under the policy, the County Administrator has the authority to offer 10% above the purchase price for acquisitions under \$250,000.

Using these factors as justification, staff has negotiated a proposed purchase price in the amount of \$346,500, calculated as 10% over County's appraised value, which is acceptable to the Gammons to be recommended to the Board for approval. Although the Real Estate Policy normally would require a purchase in excess of \$250,000 to be presented to the Board at an advertised public hearing with a 30-day notice, staff requests that the Board waive the public hearing requirement in order to accommodate the Gammons' proposed schedule for moving to a replacement property. Upon the Board's approval of this purchase, staff will coordinate a closing of the purchase as soon as possible.

Options:

1. Waive the public hearing requirement in Policy No. 03-01, "Approval Authority for the Acquisition, Disposition, and Leasing of Real Property, and approve the proposed purchase price in the amount of \$346,500.
2. Authorize the County Administrator to execute any and all documents necessary to complete the acquisition, in a form approved by the County Attorney.
3. Do not waive the public hearing requirement and do not approve the proposed purchase price in the amount of \$346,500.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:


1. May 12, 2015 BOCC meeting, Agenda Item #14
2. Rebuttal letter from Mr. & Mrs. Gammon dated September 13, 2015

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

May 12, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on the Fords Arm Restoration Project

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy county Administrator Tony Park, P.E, Director, Public Works Kathy Burke, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendations:

Option #1: Accept the status report on the Fords Arm Restoration Project.

Title: Acceptance of Status Report on the Fords Arm Restoration Project
May 12, 2015
Page 2

Report and Discussion

Background:

The Lexington Regional Stormwater Facility project was conceived by the Northwest Florida Water Management District as part of the 1991 Lake Jackson Stormwater Management Plan. The facility was intended to treat stormwater runoff from approximately 1,200 acres east of Meridian Road, extending to Thomasville Road, as shown in Attachment #1. The project is currently funded from the original Blueprint 2000 Water Quality Funds.

On January 29, 2009, the Board conducted a workshop to consider flooding issues associated with Tropical Storm Fay. The Board established funding to provide relief and mitigate the reoccurrence of such impacts in future storm events. The Hawkbill Court Culvert Project was one of 16 projects approved by the Board for implementation.

Following design and permitting of the Hawkbill Court project, residents near the proposed construction raised concerns. County staff met on-site with the affected neighborhood and results of the community discussion were presented at the Board meeting on August 17, 2010. At that time, the Board directed staff to continue evaluating alternatives to address the concerns raised by the neighborhood while resolving the flooding of 289 Hawkbill Court.

Public Works staff presented the Fords Arm Restoration Project concept plans, addressing channel improvements west of Meridian Road as well as the Lexington Pond, at a public meeting in October 2012. The broader scope of the Fords Arm Restoration Project is shown in Attachment #2.

Analysis:

In order to resolve the community concerns regarding the Hawkbill Court culvert project, it was included with the Lexington Regional Stormwater Facility project to address almost 1,800 acres affecting the Timberlane Road crossing in Lakeshore Estates. The revised project now referred to as the Fords Arm Restoration Project, will stabilize the channels west of Meridian Road flowing toward Timberlane Road from I-10. Public Works staff presented the Fords Arm Restoration Project concept plans at a public meeting in October 2012. Community residents were supportive of addressing the overall watershed in one project.

The Fords Arm Restoration Project includes roadway culvert upgrades at Timberlane Road and Meridian Road to allow the stormwater runoff to pass under the roadways instead of overtopping the roads and blocking safe travel. The channels west of Meridian Road will be stabilized to keep storm flows within the channels and reduce erosion of adjacent private property, which will also reduce the amount of sediment entering the downstream wetland and Lake Jackson.

Title: Acceptance of Status Report on the Fords Arm Restoration Project
May 12, 2015
Page 3

The preferred Lexington Pond configuration presented to the community provided the greatest level of stormwater runoff treatment in addition to reducing flow restrictions affecting Deer Lane, Cloverdale Drive and Audubon Drive. A second smaller pond alternative was identified to avoid impact to the vested Mitchell property currently occupied by a Goodwill donation site. The two alternatives are shown in Attachment # 3.

Property purchase negotiations for the preferred alternative are affected by the exceptional difference in value assigned to the sites and the complicated vesting history of the larger property. Staff is pursuing an opportunity for a development agreement which would transfer portions of the site sufficient to allow the stream flow while also permitting development of the remainder. As these negotiations continue, additional drainage easements or sites may be considered for purchase to mitigate localized flooding in the project area and enhance water quality in other tributaries.

Options:

1. Accept the status report on the Fords Arm Restoration Project.
2. Do not accept the status report on the Fords Arm Restoration Project.
3. Board direction.

Recommendation:

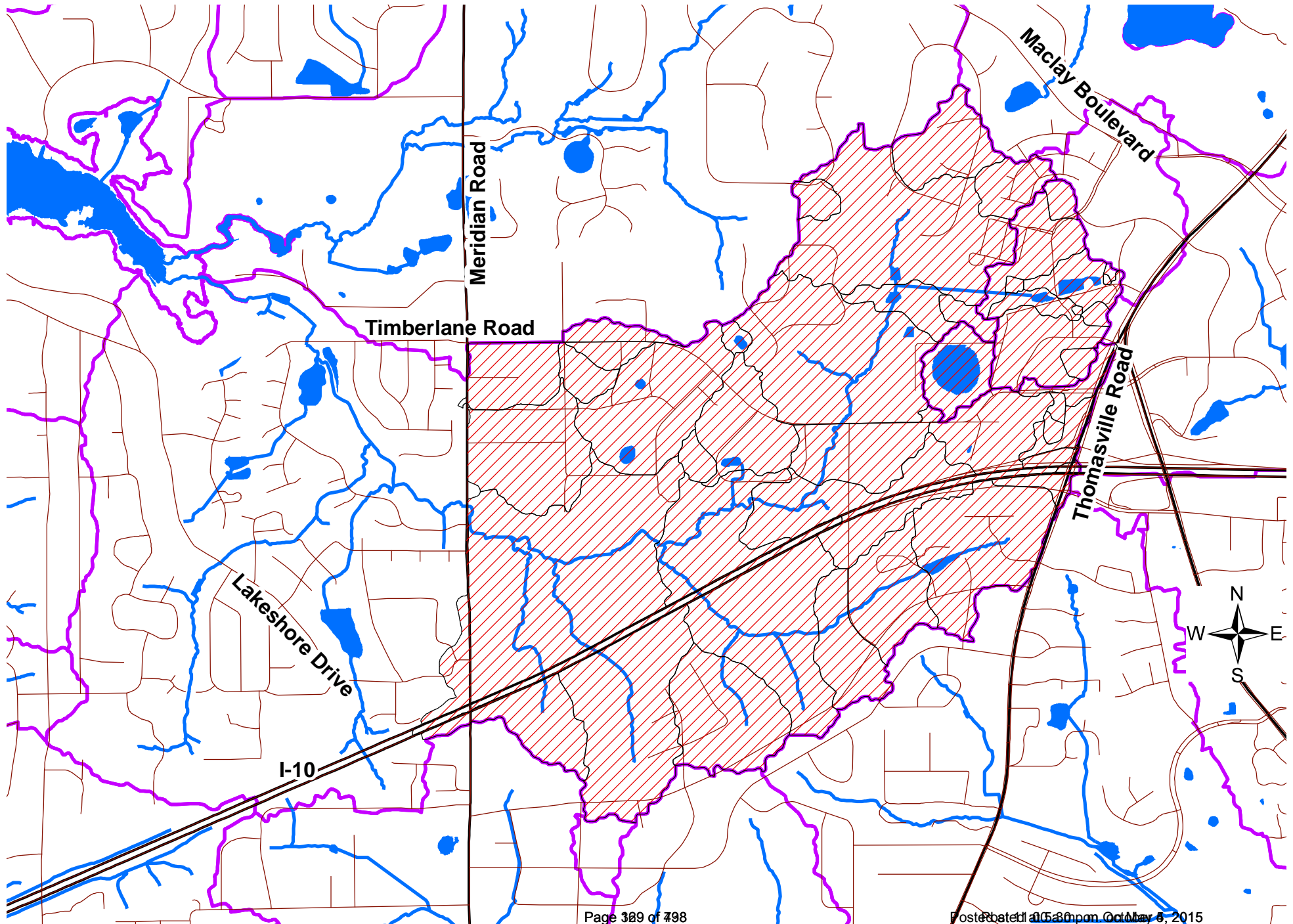
Option #1.

Attachments:

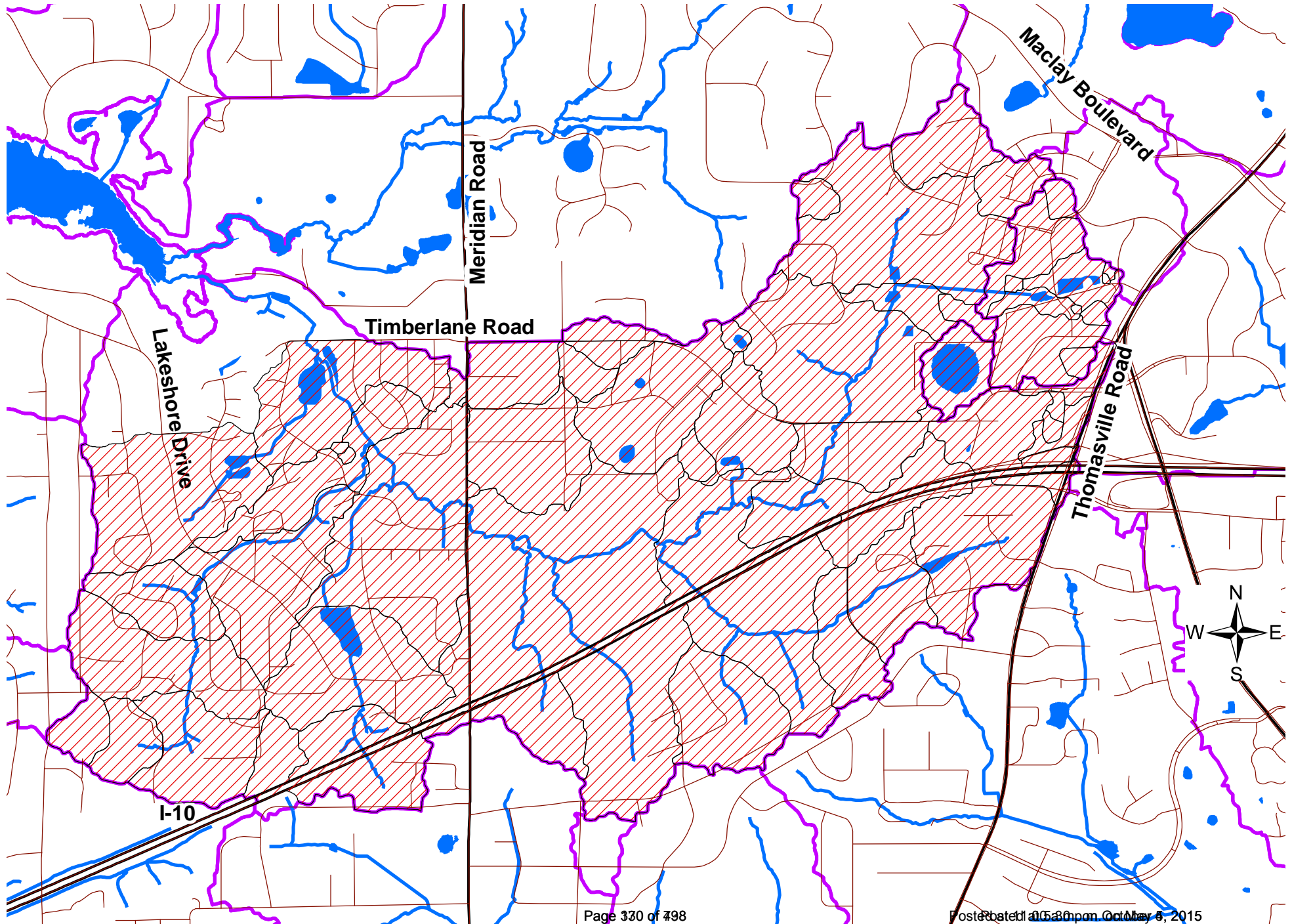
1. Map - Lexington Pond Contributing Area
2. Map – Fords Arm Restoration Project Contributing Area
3. Lexington Pond alternatives

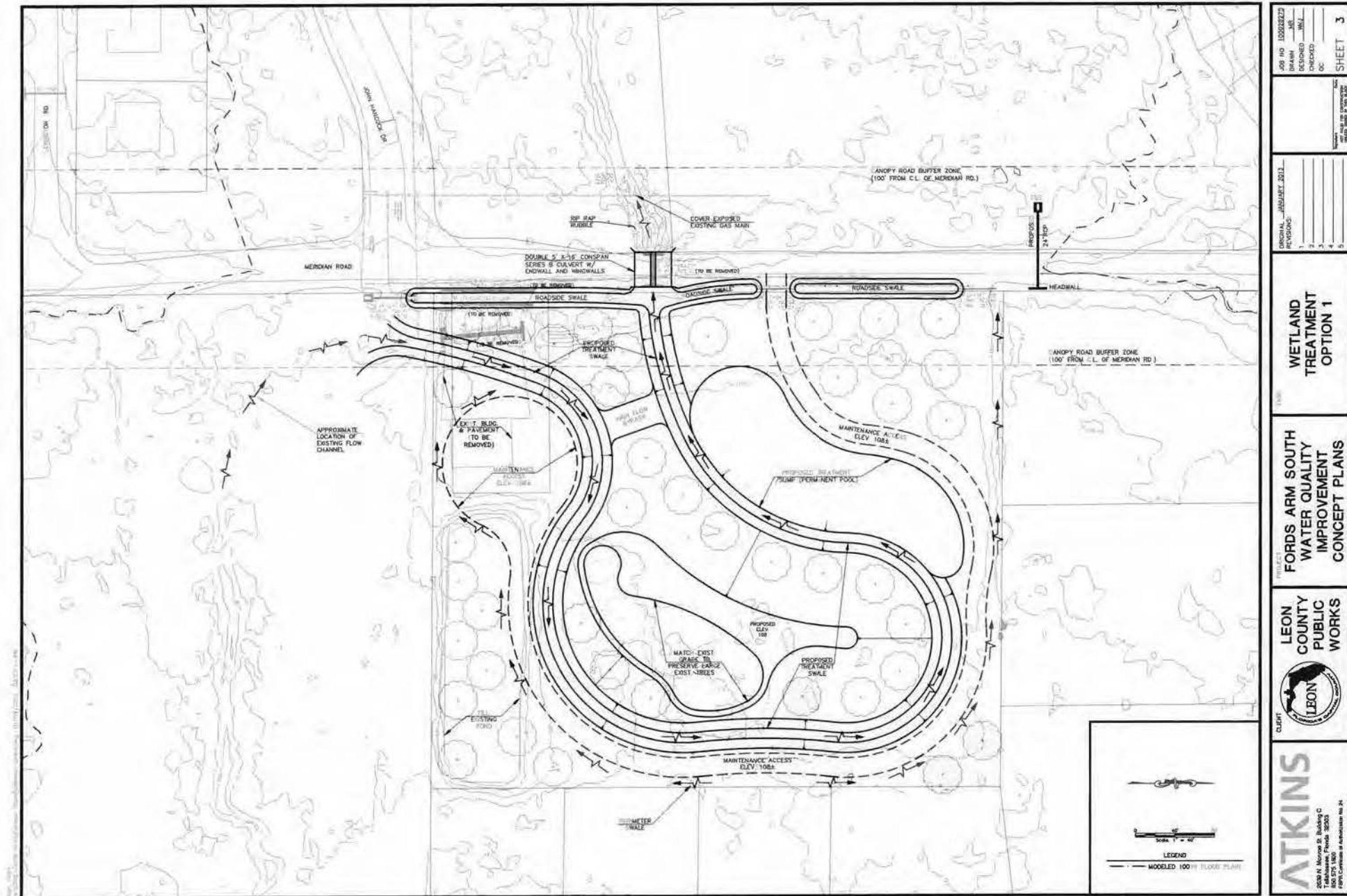
VSL/TP/KB/TH/la

Lexington Pond Contributing Area



Fords Arm Restoration Project Contributing Area





Garry Richard and Deborah Harper Gammon
3491 Lakeshore Drive
Tallahassee, FL 32312

LEON County
Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Attention: Mitzi McGhin, Vince Long, Alan Rosenzweig, and John Daily,

This letter is in response to the letter we received from Mrs. McGhin dated September 9th, 2015, and the original offer to purchase our residence that was received August 12th, 2015.

We would like to express our appreciation to all of those involved with the county that have taken the time to hear the history of this worsening problem of poorly designed and managed storm water runoff, and who have actually visited our home and neighborhood. As you are aware these communications have existed from not only my wife and me but from this entire area going back many years as documented in our emails dated February 8th, 2010.

We have lived here, raised our children here, and have been outstanding citizens in this community for 18 years. This is and has been a very emotional, physically demanding, costly, and a stressful burden over that time. We have incurred costs repeatedly as we tried to repair, replace, correct, adjust, and anticipate this recurring problem that over time progressively has worsened.

After agonizing over this state of uncertainty and disarray since December 24th, 2014 we feel that the offer extended to us is not fair and/or reasonable. When considering the appraisals we have had over the past five years along with the improvements we have made, the recent homes for sale with acreage, a professional home office, and manor, along with the increase in overall prices since 2008 throughout Florida we feel the value is low.

Other consideration are the effects from and experiences we have had to live with and through over the years but more specifically since December 24th, 2014. We feel that this is also a value that we have lost and have been burdened with because of the county's inaction to repair, maintain or replace the systems that are outdated, deteriorated, and insufficient. Please see the attached itemization that we have had to personally manage.

My wife and I feel that the fair value and reasonable price for this resolution and the task of moving is \$365,000. We have been looking for a home that meets these needs and we plan on vacating the property no later than by November 15th, 2015.

Thank you for your help and understanding of this major life change.

Sincerely,

Garry R. & Debbie H. Gammon


Garry Richard Gammon, Owner


Deborah Harper Gammon, Joint Owner

TO: Leon County Board of Commissioners
FROM: Garry R. and Deborah H. Gammon 3491 Lakeshore Drive, Tallahassee, FL 32312
DATE: September 13, 2015
RE: 3491 Lakeshore Drive, 32312 Damage from 12/24/2014 storm water runoff

Itemized list of damages, repairs, loss, replacement cost, and other factors		Actual <u>Incurred</u>	*Proposed <u>Estimates</u>
1.	Paul Davis restoration and damage mitigation services	\$ 1,825.00	
2.	Quality Care Carpet and tile cleaners, cleaning	\$ 350.00	
3.	Indoor Environmental Management's initial assessment and recommendations and the reassessment of the completed environmental process to meet standards. \$685.00 X 2 before and after.	\$ 1,370.00	
4.	Indoor Environmental Management's crawlspace inspection for damage from water intrusion and repair. Estimate		\$ 5,626.00
5.	Air ducts and air handler cleaning for mold spores and contaminants.		\$ 1,050.00
5.	Repair and replacement for all areas affected by flooding: of paneling, baseboards, carpet, padding tacking strip, sheetrock, painting of walls, ceiling, windows and baseboards. Removal and disposition of all contaminated materials. Contractor Joe Kane Construction.		\$15,854.00
6.	Office Items that were destroyed: Filing cabinets either clean and repaint after removing rust or replace 2 X 6ft by 3ft lateral filing \$400.00 2 X 5ft five drawer professional grade filing cabinets \$200 Oriental woven design area rug Entry door mat Entry tile floor runner Computer base hard drive Dell Miscellaneous office supplies from closet, storage boxes, envelopes file folders, laptop-carrying bag, imitation decorative plant Resource materials and merchandise for designation course Fi360 Ruined client files that have to be retyped and scanned 200 hrs @ \$15.00 My time to find and hire a person to do this office work 20 hrs @ \$150.00	\$ 800.00 \$ 400.00 \$ 250.00 \$ 29.00 \$ 49.00 \$ 500.00 \$ 375.00 \$ 450.00 \$ 3,000.00 \$ 3,000.00	
7.	Loss of my office use from December 24 th to March 1 st @ \$50 per day	\$ 3,750.00	
8.	Repair of damaged fence from pressure of flood		\$ 496.00
9.	Repair and cleaning of swimming pool removal of debris and mud		\$ 1,100.00
10.	Replacement of pool pumps and motor	\$ 675.00	
11.	Landscaping reimbursement for cost spent on erosion at base of fence and pool deck, replacement of plants, soil, and pine straw that affected the fence, pool, patio, side yard and driveway	\$ 2,376.00	
12.	Cleaning of pool deck, sidewalks and patio of mud, debris and contaminants		\$ 300.00
13.	Cost of time to manage these affects, research estimates, control and mitigate damage and risk of health.	\$ 1,500.00	
14.	Loss of business income from hindered productivity due to office environmental risk and the inability to conduct business in a normal manageable schedule because of having to research, call, meet and get estimates while communicating and coordinating with all parties	\$ 4,500.00	
Current as of March 1 st , 2015		\$25,199.00	(\$24,426.00)

* The proposed estimates are items that have been put on hold until the cause is no longer present. Page 334 of 438 Posted at 11:00 a.m. on October 5, 2015


**Leon County
Board of County Commissioners
Notes for Agenda Item #15**

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Update on Inclusionary Housing Efforts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wayne Tedder, Director, Planning Land Management and Community Enhancement Cherie Bryant, Manager, Tallahassee-Leon County Planning Department Eryn Calabro, Human Services and Community Partnerships
Lead Staff/ Project Team:	Barry Wilcox, Comprehensive Planning and Urban Design Division Manager Russell Snyder, Current Planning Division Manager, TLCPD

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status update, and direct planning staff to work with County and City housing staff, affordable housing advisory committees, and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use Element update.

Report and Discussion

Background:

This agenda item reviews the status of inclusionary housing regulations, consistent with direction provided at the June 9, 2015 regular Board meeting. Additionally, the Board requested the item include information regarding the Housing Finance Authority (HFA) programs, as well as information on the Tallahassee Housing Authority's Orange Avenue and Joe Lewis facilities.

Analysis:

Inclusionary housing policies facilitate the provision of housing that is within reach of low to moderate-income members of the workforce. These workers may earn just above thresholds for traditional affordable housing programs, yet not enough to afford housing in the communities where they work.

Included in this analysis, is a review of previous County actions related to inclusionary housing and a review of the requirements of the Comprehensive Plan related to inclusionary housing. In addition, the item discusses the structure and results of the City's existing mandatory inclusionary housing program. Implications for a County inclusionary housing ordinance are then examined.

Previous Actions by the County

The Board initiated discussions of an inclusionary housing ordinance in 2000, which resulted in outreach and ordinance development. On July 8, 2003, the second and final public hearing for the proposed ordinance (Attachment #1) was held. Based on the minutes from that meeting, there was opposition to the ordinance from the development community, and some commissioners expressed sentiment that the market should address provision of this housing. Ultimately, by a 7-0 vote, the Board did not adopt the proposed ordinance; however, staff was directed to bring it back at future date after more outreach and directed to add more incentives and a fee-in-lieu option to the ordinance.

The following year, as part of the 2004 Comprehensive Plan amendment cycle, the County adopted revisions to their portion of the Housing Element. These revisions (Leon County Policies 1.3.6, 1.3.7, and 1.3.8, as shown in Attachment #2) fell under the "Funding Programs" objective. Cumulatively, the policies addressed the creation of a voluntary, incentive based affordable housing program to be implemented by developers. Priority was to be given to development in the Southern Strategy area.

On June 14, 2005, the Board scheduled a workshop for August 30 "regarding consideration of a proposed ordinance amendment to the Land Development Code to provide development incentives for affordable housing." This would have been a first step to adopting the ordinance as required by Policy 1.3.7. Later, the workshop was cancelled and a workshop on Growth Management Legislative Issues (Senate Bill 360) was scheduled. While the minutes do not reflect the reasoning for the change in workshop topic, there were significant statutory changes in concurrency management with Senate Bill 360 that had the potential to greatly increase the cost of development in Florida. Significant resources were then shifted to the implementation of SB360. Shortly after that, the real estate market decline became more evident, superseding concerns about affordable housing since prices were already in significant decline.

Overview of the City of Tallahassee Inclusionary Housing Ordinance

Consistent with the City of Tallahassee Policy 1.2.4 (Attachment #2), the City of Tallahassee adopted the Inclusionary Housing Ordinance on April 13, 2005 (Attachment #3). Mandatory compliance began October 1 of the same year. The program applies to all new developments of 50 or more housing units in census tracts where the median family income is greater than the countywide median. While mandatory participation is required, it does include a variety of development incentives to offset the cost to the developer, including a 25% density bonus, design flexibility, expedited review, and transportation concurrency exemption for inclusionary units. It also includes a fee-in-lieu option.

The Florida Home Builders Association, Inc. and others challenged the constitutionality of the ordinance on three main grounds, but the trial court upheld the constitutionality of the ordinance, and the First District Court of Appeal and Supreme Court of Florida denied appeal requests.

The City Commission did a sunset review of the Inclusionary Housing ordinance on August 8, 2008, which resulted in adoption of a slightly updated ordinance (Attachment #3)

Since the inclusionary housing ordinance was adopted in 2005, there have been ten inclusionary housing units built in Tallahassee. Other developments have occurred, but were below the 50-unit threshold that triggers the ordinance.

Currently, the City's Affordable Housing Action Committee is working with representatives from the City Housing Division and the City-County Planning Commission to develop strategies for increasing the effectiveness of the City's Inclusionary Housing Ordinance. This effort will be coordinated so as to articulate with the ongoing major revision of the comprehensive plan Future Land Use Element.

Implications for a County Inclusionary Housing Ordinance

The Comprehensive Plan clearly calls for the development of an ordinance outlining standards for optional participation by housing developers. Therefore, in order to be compliant with the Plan, such an ordinance will need to be developed, or an amendment to the Plan initiated.

The optional ordinance could model the City ordinance, but in light of the fact that only ten units have been provided over the last ten years, the Board may wish to consider other measures. In choosing a path moving forward, it is also important to recognize that if County regulations are less restrictive than the City, there could be cases where developers obtain all entitlements under County regulations, then annex into the City, thus avoiding inclusionary housing requirements.

With these factors in mind, staff has identified the following three options for the Board's consideration:

- 1. Accept the update, and direct planning staff to work with County and City housing departments, their affordable housing advisory groups, and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use Element update.**

Because it has been a decade since the County adopted the Comprehensive Plan language to support optional participation by private developers, and because the City ordinance has produced just a handful of units, if the Board wishes to consider an inclusionary housing ordinance, then staff recommends planning staff work with the County and City housing departments, their affordable housing advisory groups, and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use Element update that was initiated as a strategic initiative last year.

2. Accept the update, and direct staff to schedule a Board workshop to discuss inclusionary housing options.

If the Board would prefer more specific and immediate action, staff recommends setting a workshop to discuss inclusionary housing options. This workshop, however, would be done in the absence of the full analysis being conducted by PLACE staff for the Land Use Element update.

3. Accept the update and direct staff to prepare a comprehensive plan amendment for the upcoming 16-1 cycle to repeal Policy 1.3.7 of the County Housing Element, removing the requirement to develop an inclusionary housing ordinance.

If the Board does not wish to have an inclusionary housing program at all, staff could be directed to prepare a comprehensive plan amendment for the upcoming 16-1 cycle to repeal Policy 1.3.7 of the County Housing Element, removing the requirement to develop an inclusionary housing ordinance.

Staff recommends proceeding with Option #1 as it allows for direct coordination with other on-going efforts, specifically, the Land Use Element update and the City's current review of their inclusionary housing efforts.

Information on the Housing Finance Authority Programs

On June 10, 1980, the Board established the Housing Finance Authority of Leon County (HFA) 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 owner-occupied housing or rental housing to persons of low or moderate income. The HFA is a seven member, dependent special district. As a dependent authority, the HFA is self-sufficient financially; yet, relies on the Board for approval, acceptance, and/or adoption of overall HFA policy.

To accomplish this purpose, the HFA encourages private enterprise and investors to sponsor, build, and rehabilitate residential housing for such persons and families, as well as take direct action.

Accomplishments

Over the last 12 months, the HFA has been highly active, taking steps toward progress, effectively pursuing their mission as follows:

Guidance:

The HFA engaged The Hendrickson Company as its financial advisor to answer questions and guide the HFA in its future progress.

Programs: Leon County Down Payment Assistance

Provides Down Payment Assistance of \$7,500 to citizens of Leon County utilizing mortgage revenue bonds in partnership with other Housing Finance Authorities.

Locally Funded Projects:

The HFA supported the 9/11 Day of Service and Remembrance event in 2013 and 2014 by providing \$100,000 in funding for housing rehabilitation for veterans and low income homeowners in need.

The HFA Board approved a \$37,500 local contribution commitment toward a tax credit application for FY 2014/2015 dependent upon the success of the Florida Housing Finance Corporation (FHFC) application process. If funded, this would bring a housing development geared toward senior citizens to the west side of Tallahassee.

Local Home Expo:

The HFA is the primary sponsor for the Leon County Home Expo, held every March and October, where the community is invited to experience hands-on activities involving demonstrations on painting the inside and outside of homes, pressure washing, do-it-yourself roof repair strategies, and more. Information is offered on all HFA and County affordable housing programs eligibility and how to apply.

Local Market Study:

The HFA commissioned the first ever countywide Affordable Housing Market Study of the Leon County multi-family and single-family owner-occupied housing market. The study was completed in September 2013.

Establishing the LHAP:

The HFA recommended, and the Board approved, the Housing Finance Authority Local Housing Assistance Plan (HFA-LHAP) on July 8, 2014, providing a road map of current and new strategies to guide the HFA and community stakeholders in understanding HFA policy and guidelines. The HFA-LHAP serves as a road map comprised of strategies to guide the HFA and community stakeholders in understanding HFA policy and guidelines, listed as follows:

- A. Multi-Family Bond Program Strategy
- B. Single Family Mortgage Revenue (DPA) Strategy
- C. Property Acquisition & Disposal Strategy
- D. Housing Rehabilitation Strategy
- E. Housing Replacement Strategy
- F. Emergency Housing Repair Strategy
- G. Affordable Housing Revolving Loan Strategy

Policy Revisions:

On December 9, 2014, the Board agreed to revise the Conduit Financing Policy that assists the HFA in attracting more developers to build affordable housing units for citizens of Leon County.

Housing Stakeholders Meeting:

The Leon County HFA hosted its first community-wide affordable housing stakeholders meeting in August 2014, informing the community of the HFA's goals and objectives, and to receive input and suggestions on best practices as it relates to effective and best outcomes for affordable housing in Leon County. A second meeting is being considered by the HFA for late Fall 2015.

Partnering and Leveraging:

Leon County was awarded \$750,000 in Community Development Block Grant (CDBG) funds in May 2014. HFA members who serve on the Citizen Advisory Task Force Committee assisted staff in winning this grant award.

Public Education:

Home Buyer Education Workshops began in January 2015 as a series of Lunch and Learns. The HFA offers down payment assistance for qualified participants with a credit score of 640 or greater, and marketing available HFA properties is a focus of each workshop.

Webpage Updates and URL:

An updated HFA webpage was created to serve as a community-wide resource for entities involved in affordable housing throughout Leon County. The HFA's webpage can be accessed directly at www.leoncountyhfa.org.

The current HFA members are spearheading a move to become more active and involved in local affordable housing efforts. The HFA, in coordination with County staff, is actively pursuing opportunities that allow them to accomplish their mission. Recent HFA meetings have included discussions with County staff from Housing, Real Estate, and the County Attorney's office on defining the HFA's abilities and roles in pursuing their affordable housing goals. These conversations have led to a better understanding of how County staff and the HFA members can work together to meet the HFA's objectives.

Goals

The HFA has taken an active role in finding ways to generate revenue that can be put back into furthering its mission to promote affordable housing. The HFA paid more than \$20,000 in back taxes on county-owned surplus property to take ownership and convert these properties into affordable domiciles for low-income families and tax generating revenue properties for Leon County government simultaneously. The HFA is working toward making these properties available for sale and is coordinating with County staff to bring an agenda item to the Board for approval of such a process.

The HFA will offer to the BOCC a series of agenda items over the next 12 months as it works to formalize processes to ensure the best outcomes for the HFA and the County's affordable housing goals.

The HFA is seeking to position itself to grow its financing availability mechanisms for affordable housing in Leon County, with an understanding that the HFA's operational jurisdiction not only covers the unincorporated areas of Leon County, but the incorporated areas of the City of Tallahassee. The HFA will expand its organizational partnering opportunities to include the Federal Home Loan Bank in Atlanta, the Federal Department of Housing and Urban Development, and the Community Reinvestment Act, monitored by the Federal Deposit Insurance Corporation, and local banking institutions. Additionally, communications have begun with other HFAs around the state that are looking to increase the supply and availability of affordable housing throughout Florida.

The HFA intends to join the current community-wide effort to end homelessness; engage developers and contractors to make an impact on the current shortage of affordable housing in Leon County for the elderly, the disabled, low-income families, and children aging out of foster care; and, support developers with local contribution grants applied toward applications for Florida State 9% Low-Income Tax Credit (LITC) Applications and 4% State Apartment I Loans.

Related Information

Information on the Orange Avenue and Joe Lewis Facilities: These facilities are managed by the Tallahassee Housing Authority, which has provided the following information:

Orange Avenue Apartments - THA is planning to redevelop the Orange Avenue apartments utilizing low income housing tax credits issued by the Florida Housing Finance Corporation. The site will be demolished and redeveloped into a mixed income community. At this time, they have not been awarded any tax credits. However, THA will continue to apply until credits are awarded. This property will consist of four phases. Each phase is approximately \$10 to \$12 million, with a total estimated cost of \$40 million.

Pinewood Place Apartments - THA is planning to submit an application to the Florida Housing Finance Corporation in October for a Senior Facility. Preliminary plans are to build a 75-unit complex on vacant land utilizing 4% bonds at an estimated cost of \$12 million. These plans are very preliminary and options are still being reviewed.

Options:

1. Accept the status update, and direct planning staff to work with County and City housing staff, affordable housing advisory committees, and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use Element update.
2. Accept the status update and direct staff to schedule a Board workshop to discuss inclusionary housing options.
3. Accept the status update and direct staff to prepare a comprehensive plan amendment for the upcoming 16-1 cycle to repeal Policy 1.3.7 of the County Housing Element, removing the requirement to develop an inclusionary housing ordinance.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed County Ordinance considered on July 8, 2003
2. City and County Inclusionary Housing Policies in the Comprehensive Plan
3. City of Tallahassee Ordinance, adopted April 13, 2005, amended August 8, 2008

**Inclusionary Housing Ordinance
June 24, 2003**

AMENDED ORDINANCE NO. _____ (Inclusionary Housing)

AN ORDINANCE OF LEON COUNTY, FLORIDA, AMENDING THE CODE OF LAWS, CHAPTER X, ADDING A NEW SECTION, INCLUSIONARY HOUSING; PROVIDING FOR INTENT OF THIS SECTION; PROVIDING FOR DEFINITIONS; ESTABLISHING APPLICABILITY; ESTABLISHING EXEMPTIONS; ESTABLISHING EXCLUSIONS; PROVIDING REQUIREMENTS FOR INCLUSIONARY HOUSING; PROVIDING STANDARDS AND REQUIREMENTS FOR CONSTRUCTION AND OCCUPANCY OF INCLUSIONARY HOUSING; ESTABLISHING INCENTIVES FOR PROVIDING INCLUSIONARY HOUSING; PROVIDING FOR ADMINISTRATION; ADDING A NEW SECTION, MARKET RATE HOUSING IN LOWER INCOME AREAS; PROVIDING FOR INTENT OF THIS SECTION; PROVIDING FOR DEFINITIONS; ESTABLISHING ELIGIBILITY; ESTABLISHING EXCLUSIONS; ESTABLISHING DEVELOPMENT INCENTIVES FOR PROVIDING MARKET RATE HOUSING; PROVIDING FOR ADMINISTRATION; AMENDING AND REVISING CHAPTER X, ARTICLE XI, DIVISION 8, DEVIATION TO DEVELOPMENT STANDARDS, SECTION 10-1603, CRITERIA FOR GRANTING A DEVIATION FROM DEVELOPMENT STANDARDS; ESTABLISHING A PRESUMPTION OF COMPATIBILITY AND CONSISTENCY; PROVIDING FOR MONITORING AND PERIODIC REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS
OF LEON COUNTY, FLORIDA:**

New Section. Chapter X, Leon County Code of Laws is hereby amended by creating Section ____, which shall read as follows:

Section 1. Inclusionary Housing.

(1) Intent

The regulations and requirements of this Ordinance are intended to:

1. promote the health, safety and general welfare of the citizens by implementing the goals, objectives and policies of the Tallahassee-Leon County Comprehensive Plan Housing Element and Chapter 163, Part II, Florida Statutes; requiring the provision of housing for all current and anticipated future residents of the County;
2. increase the production of affordable housing to help meet existing and anticipated housing needs;

3. provide home ownership opportunities for eligible households;
4. ensure that affordable housing opportunities are available throughout the entire community;
5. enable property developers to provide inclusionary housing without economic loss or penalty as a result thereof, and have reasonable prospects for realizing a profit on inclusionary housing units by virtue of a density bonus provision, modified development standards, and special administrative procedures offered within this Section as incentives;
6. require developments of one-hundred (100) or more dwelling units or 100 acres or larger within higher income portions of Urban Services Area ("selected census tracts," as defined by this Section) to offer for sale no less than 5% of their residential units at prices affordable to upper range of low income households;
7. promote the creation of residential developments that include a range of housing opportunities through a variety of residential types, forms of ownership, and home sales prices;
8. ensure that inclusionary housing units provided pursuant to this Section are structurally sound, safe, and durable;
9. promote the compatibility of inclusionary units with other residential units within the developments in which they are located and with which they are adjacent, through an emphasis upon aesthetic comparability; and,
10. ensure that Target Planning Areas, Critical Planning Areas, and Developments of Regional Impact provide inclusionary affordable housing opportunities.

(2) *Definitions.* The following words and phrases, as used in this Section, have the following meanings:

1. *Affordable Housing* - as defined pursuant to Section 10-1 of the Leon County Zoning, Site Plan and Subdivision Regulations.
2. *Area Median Income* - An amount determined annually by the U.S. Department of Housing and Urban Development (HUD) based on the estimated median income for a family of four in geographic areas around the country. For purposes of this Ordinance, the Area Median Income is considered the amount determined by HUD for the Tallahassee Metropolitan Statistical Area (MSA).
3. *Development of Regional Impact (DRI)* - as defined pursuant to Part II, Chapter 380.06, Florida Statutes.
4. *Eligible Households* - households whose annual income is less than or equal to 80% of the Area Median Family Income for the Tallahassee Metropolitan Statistical Area, published annually by the U.S. Department of Housing and Urban Development.
5. *Inclusionary Housing* - Housing provided for sale at no greater than the maximum affordable housing sales price to eligible households within developments containing housing units also selling at market sales price and higher.

- 1 6. *Maximum Affordable Housing Sales Price* - The maximum sales price of
2 inclusionary housing unit to an eligible household as established by this section.
3 The maximum affordable housing sales price shall be equivalent to the maximum
4 sales price limits for new single family residences in Leon County established by
5 the Florida Housing Finance Corporation Single Family Mortgage Revenue Bond
6 Program, published annually.
- 7 7. *Residential Development* - New construction of for-sale residential units.
8 Construction of accessory apartments, as defined in this Chapter, are not
9 considered "residential development" for the purposes of this Section.
- 10 8. *Selected Census Tracts* - Those census tracts where inclusionary housing
11 provisions of this Section apply to new development. These census tracts are
12 those in which the median family income is greater than the median family
13 income for Leon County, as a whole, as identified by the most recently released
14 census data. A map of the selected census tracts is maintained by the Tallahassee-
15 Leon County Planning Department.
- 16 9. *Southern Strategy Area* - The area in the southern portion of the Tallahassee
17 urban area as designated in the Land Use Element of the Tallahassee-Leon
18 County Comprehensive plan wherein new development and investment is
19 encouraged. A map of the Southern Strategy Area is maintained by the
20 Tallahassee-Leon County Planning Department.

21
22 (3) *Applicability.*

- 23
- 24 a) The requirements of this Section to provide inclusionary housing shall apply to
25 new developments located in selected census tracts within the Leon County,
26 within the Urban Service Area, served by central water and sewer utilities, that
27 are 100 acres or larger, or are intended to accommodate the construction and sale
28 of 100 or more residential dwelling units; and,
- 29 b) The Requirements of this Section to provide inclusionary housing shall apply to
30 developments in Target Planning Area zoning districts, Critical Planning Area
31 zoning districts, and Developments of Regional Impact, regardless of location.
- 32 c) Incentives shall be available in exchange for the voluntary provision of
33 inclusionary housing when not otherwise required by this Section. In such
34 instances, the provision of incentives shall be limited to those developments
35 located in within the Urban Service Area; served by central water and sewer
36 utilities; having a density of no less than 2 dwelling units per acre; and, providing
37 no less than 4 dwelling units, but no greater than 33 1/3% of the total number of
38 dwelling units to be constructed, for sale to eligible households, at a price no
39 greater than the maximum affordable housing sales price.

40
41 (4) *Exemptions.* The following developments shall be exempt from this Ordinance:

- 42
- 43 a) development authorized pursuant to any previously-approved unexpired
44 development order, defined as a final development order in Section 10-96;
- 45 b) developments intended to accommodate the construction and sale of less than
46 100 residential dwelling units;

- c) residential development provided as part of local government's affordable housing program;
- d) residential development in census tracts where the median family income is equal to or less than the median family income for Leon County, except for developments located within Target Planning Area (TPA) zoning districts, Critical Planning Area (CPA) zoning districts, and Developments of Regional Impact (DRIs);
- e) residential development in areas designated for Lake Protection on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan;
- f) multifamily and multi-unit residential units constructed for rental purposes;
- g) conversion of non-residential structures into new residential structures;
- h) nursing homes, assisted care living facilities, and retirement homes;
- i) residential development in the Southern Strategy Area, except for developments located within Target Planning Area (TPA) zoning districts, Critical Planning Areas (CPA) zoning districts, and Developments of Regional Impacts (DRIs);
- j) accessory apartments;
- k) the transfer or conversion of existing residential units, not initially offered for sale or rent to comply with the inclusionary housing requirements of this ordinance;
- l) dormitories and group quarters, as defined by the US Census of Population and Housing; and,
- m) mobile home and standard design manufactured home parks and subdivisions.

(5) *Exclusions.* The following shall not be eligible for the incentives provided herein:

- a) any development located outside of the Urban Services Area;
- b) developments wherein forty percent (40%) or more of the residential dwelling units available for sale and rental have been financed by a governmental entity, in whole or in part, or have had financing otherwise secured by a governmental entity, where the sale or rental of these units is restricted to either low or very-income households or persons;
- c) multifamily and multi-unit residential units constructed for rental purposes;
- d) nursing homes, assisted care living facilities, and retirement homes;
- e) improvements to existing structures, except when improvements exceed 50% of the existing structural value and the structure will be provided for sale as inclusionary housing, pursuant to this Section;
- f) dormitories and group quarters, as defined by the US Census of Population and Housing;
- g) residential development within zoning districts with a maximum density limit of less than 2 dwelling units per acre, residential development in areas designated for Lake Protection on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan; and,
- h) mobile homes, standard design manufactured homes, and any residential unit type offered for sale within a mobile - or manufactured home park or subdivisions.

(6) *Requirements for Inclusionary Housing*

- a) Number of inclusionary units required. The owner of any property to be subdivided or otherwise developed within a selected census tract, of 100 acres or larger, or wherein 100 or more dwelling units will be offered for sale, shall offer for sale no less than five percent (5%) of the total number of dwelling units to be constructed to eligible households, at a price no greater than the maximum affordable housing sales price.
- b) Maximum Affordable Housing Sales Price.
1. Inclusionary housing units offered for sale pursuant to this Section shall not be sold at prices that exceed the maximum affordable housing sales prices; except for subsequent resale, as otherwise provided by this Section.
 2. The maximum affordable housing sales price shall be equivalent to the maximum sales price limits for new single family residences in Leon County established by the Florida Housing Finance Corporation Single Family Mortgage Revenue Bond Program, published annually.
 3. The maximum affordable housing sales price shall be maintained by the Leon County Division of Housing or its successor.
- c) Location requirements for inclusionary units. Affordable units offered pursuant to this Section shall be located within the respective development of 100 acres or larger, or wherein 100 or more dwelling units will be offered for sale.
- d) Provisions for alternative location of inclusionary units. The Board of County Commissioners or their designee may grant a waiver to Part c) of this Subsection, to allow the owner to offer the units off-site, at an alternative location within the same census tract or an adjacent selected census tract.

To qualify for this waiver, the owner must demonstrate that the proposed alternative is an adequate location for the provision of inclusionary housing, based upon site characteristics, infrastructure and service availability, and proximity to public facilities and employment centers.

If such approval is granted, the property owner shall offer for sale no less than six percent (6%) of the total number of dwelling units to be constructed to eligible households, at a price no greater than the maximum affordable housing sales price.

- e) Provisions for inclusionary housing within the Critical Planning Area and Target Planning Area zoning districts and Developments of Regional Impact: number of units required. The owner of any development within the Critical Planning Area (CPA) or Target Planning Area (TPA) zoning district or within a Development of Regional Impact (DRI), wherein 100 dwelling units or more will be offered for sale, shall offer no less than five percent (5%) of the total number of dwelling units to be constructed within their respective development as inclusionary housing for eligible households.
- f) Counting of fractional unit requirements. For purposes of this Section, where the number of units required to be provided as inclusionary housing units is a fraction of a whole number, a fraction of one-half of a dwelling unit or greater shall be considered as one entire affordable unit.
- g) Aggregation. For purposes of this Section, two or more developments shall be aggregated and considered as one development, if they are not more than ¼ mile apart and any two of the following criteria are met:
- 1) There is a common interest in two or more developments;
 - 2) The developments will undergo improvements within the same five year period;
 - 3) A master plan exists submitted to a governmental body addressing all developments;
 - 4) All developments share some infrastructure or amenities;
 - 5) A common advertising scheme addresses all development.

(7) *Standards and Requirements for Construction and Occupancy of Inclusionary Housing*

The following shall apply to inclusionary residential units provided under this Ordinance:

- a) Inclusionary residential units shall be similar in exterior appearance, as far as design and material, to other dwelling units in the neighborhood, subdivision, or development in which it is located. This shall not be interpreted to restrict flexibility with regard to individual unit type or structure size. The following standards are intended to facilitate general compatibility between inclusionary housing units and structures containing inclusionary housing and the neighborhood, subdivision or development in which they will be located:

Orientation of inclusionary units and structures with respect to the street frontage should be consistent with residential buildings in the neighborhood or surrounding area.

Façade materials and the color of façades used on inclusionary units and structures should be derived from materials and colors used on other residential building façades found in the neighborhood or surrounding area.

1 The size, bulk, height, and shape of inclusionary units and structures should be
2 generally compatible with the size, bulk, height, and shape of surrounding
3 residential buildings.

4 The shape and pitch of roofs, the roof material, and the color of roof material
5 used on inclusionary units and structures should be generally compatible with
6 and derived from residential buildings in the neighborhood or surrounding area.

7 The number and size of windows used in inclusionary units and structures,
8 particularly along facades facing street frontages, should be consistent with
9 residential buildings in the neighborhood or surrounding area.

10 The placement and size of the front doors of inclusionary units and structures
11 should be generally compatible with buildings in the neighborhood or
12 surrounding area.

13 Resident and guest parking provisions for inclusionary housing units and
14 structures should be located in a manner consistent with the location of parking
15 for other residential buildings in the neighborhood or surrounding area.

16 Street lighting for inclusionary housing units and structures should be generally
17 compatible with regard to fixture design and illumination characteristics of street
18 lighting provided for other residences in the neighborhood or surrounding area.

19 The landscaping program for inclusionary housing units and structures should be
20 generally compatible with landscaping of other residences in the neighborhood or
21 surrounding area.

- 22
- 23 b) Inclusionary residential units shall be subject to restrictions specifying that
24 inclusionary residential units are available for purchase and occupancy only by
25 eligible households as defined by this Section.
26
- 27 c) The sale of inclusionary residential units shall be limited for a period of ten years
28 from the date of closing of initial sale to retain the unit's affordability. During
29 this period, any inclusionary residential unit may only be resold to an eligible
30 household at a price no greater than the maximum affordable sales price.
31

32 If the owner desires to sell the inclusionary unit during the 10 year term of
33 affordability, notification shall be given to the Leon County Division of Housing,
34 its successor, or it's designee so that it may assist the owner in finding an income
35 eligible buyer.
36
37

1 If, after marketing the inclusionary unit in good faith for 120 days, the owner is
2 unable to sell the unit at a price no greater than the maximum affordable sales
3 price to an eligible household, the owner may sell the unit on the "open market"
4 to any purchaser at any sales price. To facilitate the County's goal of maintaining
5 an adequate supply of inclusionary units while assuring a fair return to the seller,
6 the sale of an inclusionary unit on the open market during the 10 year term of
7 affordability shall be subject to the following resale provisions: 1) the seller
8 shall be entitled to retain an amount equivalent to the seller's customary costs of
9 closing, including real estate brokerage fee, if any, from the proceeds of sale; 2)
10 the seller shall remit, from the proceeds of sale, an amount equivalent to fifty
11 percent of the difference between the resale price and the seller's purchase price
12 of the inclusionary unit to the Leon County Division of Housing or its successor;
13 3) the seller shall be entitled to retain all remaining proceeds. All proceeds
14 received by the Leon County Division of Housing or its successor will be used
15 solely to facilitate the development of inclusionary housing within the County.

16
17 After a period of ten years from date of closing of initial sale, any inclusionary
18 residential unit may be sold on the open market to any purchaser at any sales
19 price. To facilitate the County's goal of maintaining an adequate supply of
20 inclusionary units while assuring a fair return to the seller, the sale of an
21 inclusionary unit on the open market made after the ten-year affordability period
22 shall be subject to the following resale provisions: 1) the seller shall be entitled
23 to retain an amount equivalent to the costs of all permanent improvements made
24 to the unit plus all seller's customary closing costs, including real estate brokerage
25 fee, if any, from the proceeds of sale; 2) the seller shall remit, from the proceeds
26 of sale, an amount equivalent to fifty percent of the difference between the resale
27 price and the seller's purchase price of the inclusionary to the Leon County
28 Division of Housing or its successor; 3) the seller shall be entitled to retain all
29 remaining proceeds. All proceeds received by the Leon County Division of
30 Housing or its successor will be used solely to facilitate the development of
31 inclusionary housing within the County.

32
33 Following the first resale after the end of the ten-year affordability period from
34 initial closing, no further restrictions shall be imposed upon the sale of the
35 inclusionary residential unit.

- 36
37 d) The owner of the inclusionary residential unit is required to maintain this unit as
38 their principal residence until the end of the ten-year affordability period from
39 date of initial closing.

40
41 (8) *Application of Homeowners' Association and Condominium Association Fees*

42
43 Homeowners' association or condominium association fees applied within a
44 residential development that includes inclusionary housing units shall not be applied
45 in a manner that distinguishes between inclusionary and non-inclusionary housing
46 units.

(9) *Incentives for Providing Inclusionary Housing*

The following incentives are provided in exchange for the construction of new residential units for sale as inclusionary housing located within selected Census Tracts, a Critical Planning Area (CPA) or Target Planning Area (TPA) zoning district, or within a Development of Regional Impact (DRI):

a) **Development Bonuses.** The developer of inclusionary housing developments shall be eligible to receive the following bonuses:

- 1) Additional Development Density. Upon the request of the applicant, the entity with authority to approve the development application shall approve an increase in the allowable density permitted by the zoning district by up to 25% for the purpose of accommodating the provision of inclusionary housing units, as provided by the Tallahassee-Leon County Comprehensive Plan-, subject to consistency with the Comprehensive Plan definition of "Affordable Housing."
- 2) Relaxed Standards for Accessory Apartments. Any single-family residential unit or unit of a duplex residential structure within a development providing inclusionary housing units may have either an attached or detached accessory apartment. Detached accessory apartments shall be no larger than 900 square feet. Attached accessory apartments shall be no larger than 900 square feet or 10% of the principal residential unit size, whichever is larger.

Accessory apartments may be provided as accessory structures for any principal residential single-family dwelling unit or unit of a duplex residential structure in the development, however, there shall be no more than one accessory structure allowed per single family residential unit or unit of a duplex residential structure. Accessory apartments shall be subject to all applicable zoning district development standards including setback and coverage regulations as provided within this Chapter.

b) **Design Flexibility.** The developer of inclusionary housing developments shall be eligible to obtain greater flexibility in development design through application of the following:

- 1) Choice of Housing Type. Inclusionary housing units may be provided as single family, duplex, triplex, townhouse, or multi-family residential units and structures, regardless of the zoning district in which they are located.

1 2) Alleviation of Buffering and Screening Requirements Internal to the
2 Development. For the purposes of this Section, all inclusionary housing
3 shall be deemed to be compatible with other residential development
4 approved pursuant to the same authorizing development order and shall
5 not be subject to requirements for the provision of buffering or screening
6 for purpose of mitigating incompatibility. Buffering and screening
7 requirements remain where inclusionary housing is adjacent to property
8 not approved for development under the same authorizing development
9 order.

10 3) Relaxed Standards for Obtaining a Deviation to Development Standards.
11 This incentive is offered to provide greater flexibility to arrange and
12 accommodate housing units so that more units may be built on site,
13 impacts to environmental features may be avoided, land use compatibility
14 furthered, and the land cost component of the housing costs reduced.
15 Any application for development approval of a development with
16 inclusionary housing shall be eligible for the reduction or elimination of
17 minimum front yard and side yard setbacks, the reduction of minimum lot
18 size, as would otherwise be applicable through the application of other
19 portions of this Chapter.
20

21 The developer of inclusionary housing seeking such deviation(s) shall
22 submit a request for the deviation(s), along with the development
23 application, to the entity with authority to approve the development
24 application.
25

26 Deviations to standards for the reduction or elimination of minimum front
27 yard and side yard setbacks, and the reduction of minimum lot size, as
28 provided by this Section shall not be required to comply with requirements
29 of Section 10-1603, of this Chapter for the granting of a deviation.
30 Instead, requests for deviation under this Section shall be subject to
31 demonstrate compliance with the following criteria:
32

- 33 (i) The request for deviation shall specify the standard(s) to be deviated,
34 the extent of deviation, and where the deviation will apply (requests
35 for deviations to setbacks should be expressed in terms of linear feet
36 and, requests for deviations to lot sizes should be expressed in square
37 footage; requests may provided on a graphic plan);
38 (ii) The deviation shall not result in an increase in gross residential
39 density for the development in excess of the density bonus provided
40 by this Section;
41 (iii) The deviation will not be detrimental to the public's health, safety, or
42 welfare; and,
43 (iv) The granting of this deviation is consistent with the intent and
44 purpose of this Section and the comprehensive plan.
45

Upon a finding in the affirmative, the entity with authority to approve the application shall grant the requested deviation(s).

- c) Fees – Exemptions and Reductions. The developer of inclusionary housing developments shall be eligible for the following fee exemptions and reductions:

- 1) Fees Applied on a Unit By Unit Basis. The developer of inclusionary housing units shall not be subject to the following development application and permit fees for any and all inclusionary housing units otherwise applicable on a singular unit by unit or structure by structure basis: building permit and inspection fees, deviations pertaining exclusively for inclusionary housing units or properties and, driveway and street connection fees. Those fees for which the qualifying developer will not be subject shall be paid by Leon County and funded through the General Contingency Fund for Leon County.
- 2) Fees Applied on a Development-Wide Basis. Developments providing inclusionary housing shall not be subject to that proportion of the following development application and permit fees equivalent to the proportion of inclusionary housing units to be provided within the respective development to the total number of dwellings units approved for that development: site and development plan review, subdivision (preliminary plat) application review, deviation requests and, environmental permit fees. That portion of fees for which the qualifying developments will not be subject shall be paid by Leon County and funded through the General Contingency Fund for Leon County.

- d) Expedited Review. The developer of inclusionary housing developments shall be eligible for expedited development review. Any application for development approval of a development including inclusionary housing shall be processed on a priority basis. The review of all such applications shall begin within one working day of submittal. The timeframe for review of such projects shall be in accordance with ordinances and adopted policies. The Director of Development Services shall serve as the County's liaison to expedite the review and approval process. This provision shall apply to site and development plan applications, subdivision applications, environmental permits, as well to individual building permits for individual inclusionary units.

- e) Assistance to Inclusionary Households. Inclusionary households are eligible to receive the following assistance:

- 1) Financial Assistance to Households. All eligible households shall have the benefit of downpayment and closing cost assistance provided specifically within the Leon County State Housing Initiatives Partnership Program Plan Local Housing Assistance Plan (SHIPP LHAP) strategy for inclusionary housing.

- 1 2) Homeownership Training For Households. Housing counseling and
2 training shall be provided to eligible households prior to purchase of
3 inclusionary housing units.
4

5 (10) *Administration of Housing Provisions*
6

7 The housing provisions of this Ordinance shall be administered by the Department of
8 Community Development, or their successor in interest. This Department shall be
9 responsible for certifying the eligibility of applicants prior to the issuance of certificates
10 of occupancy or their equivalent for inclusionary units.
11

12 The Department of Community Development, or their successor in interest, shall be
13 authorized to provide interpretations regarding the implementation and administration of
14 this Section.
15

16 **New Section. Chapter X, Leon County Code of Laws is hereby amended by**
17 **creating Section ____, which shall read as follows:**
18

19 **Section 2. Market-Rate Housing in Lower Income Areas.**
20

21 (1) *Intent*
22

23 The regulations and requirements of this Ordinance are intended to:
24

- 25 1. implement infill strategy through the provision of incentives for the construction
26 of housing for above-moderate income households in lower income areas;
27 2. promote the health, safety and general welfare of the citizens by implementing the
28 goals, objectives and policies of the Tallahassee-Leon County Comprehensive
29 Plan Housing Element and Chapter 163, Part II, Florida Statutes; requiring the
30 provision of housing for all current and anticipated future residents of the County;
31 3. encourage the provision of housing targeted at moderate and high income
32 households within residential developments in the Southern Strategy Area and
33 other lower income areas by modifying regulations and administrative standards
34 to provide an incentive for such development;
35 4. stimulate investment and reinvestment in portions of the community facing
36 declining property values, withdrawal of investments, and declining rate of home-
37 owner occupied housing;
38 5. promote the creation of residential developments that include a range of housing
39 opportunities through a variety of residential types, forms of ownership, and home
40 sales prices; and,
41 6. promote the creation of residential developments that include a range of housing
42 opportunities through a variety of residential types, forms of ownership, and home
43 sales prices.
44
45

(2) *Definitions.* The following words and phrases, as used in this Section, have the following meanings:

1. *Area Median Income* - An amount determined annually by the U.S. Department of Housing and Urban Development (HUD) based on the estimated median income for a family of four in geographic areas around the country. For purposes of this Ordinance, the Area Median Income is considered the amount determined by HUD for the Tallahassee Metropolitan Statistical Area (MSA).
- 2.
3. *Market Rate Housing* - for purposes of this section, this term shall mean housing units offered for sale to households whose annual income is greater than 120% of the Area Median Income as adjusted for family size.
4. *Maximum Affordable Housing Sales Price* - The maximum sales price of inclusionary housing unit to an eligible household as established by this section. The maximum affordable housing sales price shall be equivalent to the maximum sales price limits for new single family residences in Leon County established by the Florida Housing Finance Corporation Single Family Mortgage Revenue Bond Program, published annually.
5. *Residential Development* - New construction of for-sale residential units. Accessory apartments, as defined in this Chapter, are not considered "residential development" for the purposes of this Section.
6. *Southern Strategy Area* - The area in the southern portion of the Tallahassee urban area as designated in the Land Use Element of the Tallahassee-Leon County Comprehensive plan wherein new development and investment is encouraged. A map of the Southern Strategy Area is maintained by the Tallahassee-Leon County Planning Department.

(3) *Eligibility.* Except as provided within *Exclusions*, below, new residential shall be eligible for incentives, as provided within this Section so long as the following criteria have been met:

- a) the development consists of one house or residential unit to be sold at no less than 150% of the maximum affordable housing sales price; or,
- b) the development consists of two or more residential units, wherein no less than 80% of units will be sold at no less than 150% of the maximum affordable housing sales price; and;
- c) the development is located within the Southern Strategy Area; or,
- d)
- e) the development is located within any census tract in Leon County within the Urban Services Area, with a median family income less than or equal to 80% of the median family income for Leon County as a whole, as identified by the most recently released census data.

(4) *Exclusions.* The following shall not be eligible for the incentives provided by this Section:

- a) multifamily and multi-unit residential units constructed for rental purposes;
- b) residential enclaves consisting of new developments where the median sales price of residential units to be offered for sale is greater than 150% of the maximum affordable housing sales price and the development is designed in such a manner as not to be integrated within the existing residential pattern of the surrounding area;
- c) nursing homes, assisted care living facilities, and retirement homes;
- d) improvements to existing structures, except when improvements exceed 50% of the existing structural value and will be provided for sale at less than 100% or greater than 200% of the maximum affordable housing sales price, as defined in this Section,
- e) dormitories and group quarters, as defined by the US Census of Population and Housing;
- f) mobile homes, standard design manufactured homes, and any residential unit type offered for sale within a mobile – or manufactured home park or subdivisions; and,
- g) properties located within Census Block Groups with median household income exceeding the area median income.

(5) *Incentives For Providing Market Rate Housing*

Eligible development, as described in this Section shall be eligible for the following incentives:

a) Development Bonuses.

Relaxed Standards for Accessory Apartments. Any single-family residential unit or unit of a duplex residential structure within a development providing market rate housing units may have either an attached or detached accessory apartment. Detached accessory apartments shall be no larger than 900 square feet. Attached accessory apartments shall be no larger than 900 square feet or 10% of the principal residential unit size, whichever is larger.

Accessory apartments may be provided as accessory structures for any principal residential single-family dwelling unit or unit of a duplex residential structure in the development, however, there shall be no more than one accessory structure allowed per single family residential unit or unit of a duplex residential structure. Accessory apartments shall be subject to all applicable zoning district development standards including setback and coverage regulations as provided within this Chapter.

b) Design Flexibility. The developer of market rate housing developments shall be eligible to obtain greater flexibility in development design through application of the following:

- 1) Choice of Housing Type. Market rate housing units may be provided as single family, duplex, triplex, townhouse, or multi-family residential units and structures, regardless of the zoning district in which they are located.

- 2) Relaxed Standards for Obtaining a Deviation to Development Standards. This incentive is offered to provide greater flexibility to arrange and accommodate housing units so that more units may be built on site, impacts to environmental features may be avoided, land use compatibility furthered, and the land cost component of the housing costs reduced.

Any application for development approval of a development including inclusionary housing shall be eligible for the reduction or elimination of minimum front yard and side yard setbacks, the reduction of minimum lot size and, the reduction or elimination of buffering and screening requirements internal to the development, as would otherwise be applicable through the application of other portions of this Code.

The developer of market rate housing seeking such deviation(s) to development standards shall submit a request for the deviation(s), along with the development application, to the entity with authority to approve the development application.

Deviations to standards for the reduction or elimination of minimum front yard and side yard setbacks, the reduction of minimum lot size, and the reduction or elimination of buffering and screening requirements internal to the development as provided by this Section shall not be required to comply with requirements of Section 10-1603, of this Chapter for the granting of a deviation. Instead, requests for deviation under this Section shall be subject to demonstrate compliance with the criteria set forth under [New Section - Inclusionary Housing].

Upon a finding in the affirmative, the entity with authority to approve the application shall grant the requested deviation(s).

c) Fees – Exemptions and Reductions.

- 1) Fees Applied on a Unit By Unit Basis. The developer of market rate housing units shall not be subject to the following development application and permit fees for any and all market rate housing units otherwise applicable on a singular unit by unit or structure by structure basis: building permit and inspection fees, deviations pertaining exclusively for market rate housing units or properties and, driveway and street connection fees. Those fees for which the qualifying developer will not be subject shall be paid by Leon County and funded through the General Contingency Fund for Leon County.

2) Fees Applied on a Development-Wide Basis. Developments providing market rate housing shall not be subject to that proportion of the following development application and permit fees equivalent to the proportion of market rate housing units to be provided within the development to the total number of dwellings units approved for that development: site and development review, subdivision (preliminary plat) application review, deviation requests and, environmental permit fees. That portion of fees for which the qualifying developments will not be subject shall be paid by Leon County and funded through the General Contingency Fund for Leon County.

d) Expedited Review. The developer of market rate housing developments pursuant to this section shall be eligible for expedited development review, however pursuant to Chapter 420.907, *Florida Statutes*, such development review shall be less expeditious than that provided for developments providing inclusionary housing as defined within [New Section - Inclusionary Housing]. Any application for development approval of a development with market rate housing pursuant to this section shall begin within two working days of submittal. The timeframe for review of such projects shall be in accordance with ordinances and adopted policies. The Director of Development Services shall serve as the County's liaison to expedite the review and approval process. This provision shall apply to site and development plan applications, subdivision applications, environmental permits, as well to individual building permits for market rate housing units.

(6) *Administration of Housing Provisions*

The housing provisions of this Ordinance shall be administered by the Department of Community Development, or their successor in interest. This Department shall be responsible for certifying the eligibility of applicants prior to the issuance of certificates of occupancy or their equivalent for inclusionary units.

The Department of Community Development, or their successor in interest, shall be authorized to provide interpretations regarding the implementation and administration of this Section.

Section 3. CHAPTER X, ARTICLE XI, DIVISION 8, SECTION 10-1603, Leon County Code of Laws, is hereby amended to read as follows:

Section 10-1603. Criteria for granting a deviation from development standards. The entity with the authority to approve, approve with conditions, or deny a site and development plan may grant a deviation under this Section only upon demonstration that:

- (i) The deviation will not be detrimental to the public's health, safety, or welfare or to the surrounding properties; and

- (ii) There are exceptional topographic, soil, or other environmental conditions unique to the property; or
- (iii) There are unusual conditions which are not ordinarily found in the area; or
- (iv) The deviation requested would provide a creative or innovative design alternative to substantive standards and criteria; or
- (v) The strict application of the requirements of this ordinance will constitute a substantial hardship to the applicant; and
- (vi) The granting of this deviation is consistent with the intent and purpose of this ordinance and the comprehensive plan.

Deviations requested pursuant to [Section 10-‘New Section – Inclusionary Housing’] and [Section 10-‘New Section – Market Rate Housing in Lower Income Areas’] for the purpose of accommodating the provision of inclusionary housing, shall be exempt from this Section but shall be subject to the criteria established within [Section 10-‘New Section – Inclusionary Housing’].

Section 4. Presumption of Compatibility and Consistency

Development approved pursuant to this ordinance shall be presumed to be compatible with adjoining development and consistent with those Goals, Objectives, and Policies of the Comprehensive Plan pertaining to residential land use and residential land use compatibility, provided such development complies with all other applicable land development regulations, including environmental regulations, of the County.

Section 5. Monitoring and Periodic Review of the Ordinance

This ordinance shall be monitored to ensure effective and equitable application, with the Department of Community Development (or its successor) required to publish biennial reports analyzing the productivity and impact of the ordinance. The Board shall consider these reports and review and revise the ordinance as necessary; however, at a minimum, the ordinance shall review the ordinance no less than one time within each successive five-year period commencing with the original effective date of the ordinance.

Section 6. Conflicts

All Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

1 **Section 6. Severability**

2
3 If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or
4 unconstitutional by a court of competent jurisdiction, such portion or words shall be
5 deemed as a separate, distinct and independent provision and such holding shall not affect
6 the validity of the remaining portion of the Ordinance.
7

8 **Section 7. Effective Date**

9
10 This Ordinance shall become effective _____.

11
12 DULY PASSED AND ADOPTED THIS ____ DAY OF _____, 2003.

13
14 LEON COUNTY, FLORIDA

15
16
17 BY: _____
18 Tony Grippa, Chairman
19 Board of County Commissioners
20

21 ATTEST:
22 Bob Inzer, Clerk Of The Court
23 Leon County, Florida
24

25
26 BY: _____
27

28
29
30 Approved As To Form:
31 Leon County Attorney's Office
32

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

Leon County Comprehensive Plan Policies Related to Inclusionary Housing

Policy 1.3.6: [HC] (EFF. 7/1/94; REV. EFF. 4/10/09) To facilitate the provision of homeownership opportunities for low and moderate income households within future development; to encourage the even distribution of these opportunities throughout the community; and to prevent negative impacts associated with geographic over concentration of low-income households, the County shall provide incentives for the voluntary provision of residential units affordable to very low, low and moderate income households within new development or at nearby off-site locations.

The minimum percentage of affordable units required to be built by the developer within a new development necessary to qualify for incentives shall be established by the ordinance and shall be consistent with the following: the most recent housing, economic and demographic information available from the United States Department of Housing and Urban Development, the United States Bureau of the Census, or the best available data, as determined by Leon County.

Policy 1.3.7: [HC] (EFF. 7/1/94; REV. EFF. 4/10/09) By 2009, the County shall adopt an ordinance providing developer incentives for the provision of low and moderate income homeownership opportunities within new developments or at nearby off-site locations. Priority shall be given to developments locating within the Southern Strategy area, especially developments locating in areas where urban infrastructure currently exists with adequate capacity to support new development. This ordinance shall specify all applicable implementation details, including, but not limited to: available developer incentives; criteria for granting incentives; eligible household recipient qualifications and applicable restrictions; exemptions as may be applicable; and periodic review and monitoring of the implementation of Policies 1.4.6 and 1.4.7.

Policy 1.3.8: [HC] (EFF. 7/1/94; REV. EFF. 4/10/09) All Planned Developments and Developments of Regional Impact (DRIs) shall be required to address the provision of affordable housing. The Land Development Regulations (LDRs) shall provide criteria and procedures to implement this policy. Development of Regional Impact shall address its impact on affordable housing consistent with Rule 9J-2, FAC, and other local, state, regional requirements as applicable.

City of Tallahassee Comprehensive Plan Policies Related to Inclusionary Housing

Policy 1.2.4: [H] (EFF. 4/10/09) To insure that future development provides some degree of affordable housing units and that these units are evenly distributed throughout the community and to prevent negative impacts associated with geographic over-concentration, the City shall continue to require the following for residential developments: the construction of affordable on-site housing units or off-site housing units within the same census tract or other location as approved by elected officials.

The percentage of affordable units required to be built by the developer shall be established by ordinance and shall be consistent with the following: the most recent housing information available from the Shimberg Center for Affordable Housing and the latest estimates of area family income published annually by the federal Housing and Urban Development Department, or the best available data, as determined by the Planning Department.

The option of contributing fees to an applicable affordable housing program in lieu of construction of an affordable unit shall be available only for small and medium size developments. This fee shall be established by ordinance and shall be based upon a percentage of the difference between the average selling price of the units sold and the established maximum sales price affordable to a low income family. The fee shall apply to each required affordable unit not built. The thresholds for small, medium and large residential developments will be established by ordinance.

In order to accomplish equitable distribution of affordable housing, this policy shall apply only to developments located within census tracts where the median family income is higher than the median family income for Leon County. Census tracts located in the Southern Strategy Boundary where the median family income is higher than the median family income for Leon County shall be exempted from this policy. Maps of the census tracts affected by this policy are located at the end of the Housing Element Goals, Objectives, and Policies.

For the purposes of this policy, two or more developments shall be aggregated and considered as one development, if they are no more than ¼ mile apart and any two of the following criteria are met:

- a) There is a common interest in two or more developments;
- b) The developments will undergo improvements within the same five year period;
- c) A master plan exists submitted to a governmental body addressing all developments;
- d) All developments share some infrastructure or amenities;
- e) A common advertising scheme addresses all development.

ORDINANCE NO. 07-O-07 AA

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING THE CITY OF TALLAHASSEE LAND DEVELOPMENT CODE RELATED TO INCLUSIONARY HOUSING REQUIREMENTS; AMENDING DEFINITIONS; ADDING DEFINITION FOR AVERAGE SALES PRICE AND MAXIMUM PURCHASE PRICE; UPDATING REFERENCES TO PLANNED DEVELOPMENT ZONING DISTRICTS; AMENDING THE MONITORING AND SUNSET REVIEW PROVISIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA, AS FOLLOWS:

SECTION 1: This ordinance shall be known as the City of Tallahassee Sales Price Methodology Amendments to the Inclusionary Housing Regulations.

SECTION 2: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-240, Purpose and intent, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-240. Purpose and intent.

The regulations and requirements of this article are intended to:

- (a) Promote the health, safety and general welfare of the citizens of the city through the implementation of the goals, objectives and policies of the Tallahassee-Leon County Comprehensive Plan Housing Element;
- (b) Increase affordable home ownership opportunities within the City;
- (c) Stimulate the private sector production of housing available to families within the range of 70 percent to 100 percent of the area median income, or lower;

(d) Facilitate and encourage development that includes a range of housing opportunities through a variety of residential types, forms of ownership, and home sales prices; and;

(e) Encourage the even and widespread distribution of affordable housing opportunities throughout all portions of the community, including within new developments in fastest growing areas of the community.

SECTION 3: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-241, Definitions, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-241. Definitions.

In addition to the definitions and rules of construction in section 1-2 of this Code, the following words, terms and phrases, when used in this section, shall have the meanings ascribed to them as set forth below, except where the context clearly indicates a different meaning:

Area Median Income (AMI) means the median family income for the Tallahassee Metropolitan Statistical Area, as published by the US Bureau of the Census and the US Department of Housing and Urban Development, unless otherwise specified.

Average Sales Price ("ASP ") means the price at which all inclusionary housing units in a single development must average. The current ASP is \$159,379. The ASP shall be reviewed annually by the City Commission, and reset if necessary.

Eligible households shall be defined as those households composed of residents of the City earning 70 percent - 100 percent of Tallahassee Metropolitan Statistical Area (TMSA) ~~or county-wide median family income~~, adjusted for size, based upon the most recently published Census or HUD data. In addition, eligible households shall include the following:

- 1) Households earning less than 70 percent of the area median family income but able to secure a first institutional mortgage wherein the lender is satisfied that the household can afford principal and interest mortgage payments in excess of 27 percent of its income, shall be deemed eligible households for purposes of owner-occupied housing provided pursuant to requirements of this ordinance; ~~and,~~
- 2) Households earning less than 70 percent of the area median family income but willing to pay rents in excess of 27~~30~~ percent of its income, shall be deemed eligible households for purposes of rental housing provided pursuant to requirements set out in this article. and
- 3) Households earning less than 70 percent of the area median income when available housing units considered affordable to that income group by first institutional mortgage lenders are available through a development.

Fee in-lieu means the fee paid by the developer/owner of any primary development as an alternative to providing required inclusionary housing for sale within the primary development.

Ordinance 07-O-07AA
Page 4 of 13

Inclusionary unit means a newly constructed dwelling unit offered to an eligible household at or below ~~MASP~~, the Maximum Purchase Price (MPP) such that the average sales price of all the required inclusionary units within the development are at or below the Average Sales Price (ASP) established by this ordinance.

Market-rate unit means a dwelling unit in a residential development that is not an inclusionary unit.

Maximum affordable rent means the maximum monthly rent that may be charged for an inclusionary rental unit provided in lieu of owner-occupied inclusionary housing provided within the primary development.

~~*Maximum affordable sales price ("MASP")* means the initial maximum sales price of an inclusionary housing unit at the time of the effective date shall be \$159,378.00. Thereafter, the MASP shall be reviewed no less than once every 12 months by the city commission, and reset, if necessary. The city commission review shall consider analysis of housing economic information, including supply-side factors, demand-side factors, and financing factors, not limited to the following: consideration MASP computed through the formula used to set the initial MASP; FHA single-family home mortgage limits; CPI, area median income, prevailing mortgage rates, FHFC first-time home buyers bond limit, construction materials costs, and other information as may be deemed relevant.~~

Maximum Purchase Price (MPP) means the highest price allowed for the purchase of an inclusionary housing unit as established in the City's Local Housing Assistance Plan adopted by the City Commission.

Metropolitan Statistical Area (MSA) means a geographic entity defined by the federal office of management and budget for use by federal statistical agencies, based on the concept of a core area of a city with 50,000 or more inhabitants, or the presence of an urbanized area, as defined by the office of management and budget, and a total population of at least 100,000, plus adjacent communities having a high degree of economic and social integration with that core. The Tallahassee MSA (TMSA) consists of the city, Leon County, Gadsden County, Jefferson County, and Wakulla County, Florida, and all inclusive local governments.

Off-site unit means an inclusionary unit that will be built at a different location than the primary development.

On-site unit means an inclusionary unit that will be built as part of the primary development.

Primary development means a subdivision or site plan including 50 or more housing units intended for sale and owner-occupancy, required to provide inclusionary housing within its physical confines or to provide those in-lieu comparables as authorized by this section.

Selected census tracts means those census tracts where the median family income is greater than the countywide median, based upon the most recently published Census or HUD data.

SECTION 4: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-242, Applicability, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-242. Applicability.

(a) The requirements of this section shall apply to new development within the urban services area, located within selected census tracts as defined herein, ~~Critical Planning Area (CPA) and Target Planning Area (TPA)~~ zoning districts that implement the Planned Development future land use category, and Developments of Regional Impact (DRIs) with 50 or more residential dwelling units intended for owner occupancy. Developments subject to the requirements of this section providing no less than 10 percent and as much as 100 percent of the total number of residential dwelling units in the primary development as inclusionary housing units shall be eligible for development incentives as provided in accordance with section 9-246.

(b) Sales Price Methodology: Any inclusionary housing development project shall meet the following requirements:

- (i) All housing units produced to satisfy the requirements of this article shall be sold for no more than the Maximum Purchase Price established by this article, as it may be amended from time to time; and
- (ii) The average sales price of all units produced to satisfy the requirements of this article shall not exceed the Average

Sales Price established by this article, as it may be amended
from time to time.

(c) City Commission Review of Average Sales Price (ASP): The City Commission review of the ASP shall consider analysis of housing economic information, including supply-side factors, demand-side factors, and financing factors, not limited to the following: consideration of ASP computed through the formula used to set the initial ASP; Florida Housing Authority (FHA) single-family home mortgage limits; Consumer Price Index (CPI), area median income, prevailing mortgage rates, Florida Housing Finance Corporation (FHFC) first-time home buyers bond limit, construction materials costs and other information as may be deemed relevant. The formula used to set the initial ASP shall consider published HUD income limits and the current interest rate based on the average interest rate of the most recent six months (30-year, fixed-, non-jumbo rate) as published by the Federal Housing Finance Board. The City Commission through the passing of a resolution can amend the ASP.

~~(b)~~ (d) Developments not subject to (a) above, and located within selected census tracts that provide no less than ten percent and as much as 100 percent of the total number of residential dwelling units in the primary development as inclusionary housing units shall be eligible for those development incentives as provided in accordance with section 9-246.

~~(e)~~ (e) For the purposes of this section, two or more developments shall be aggregated and considered as one development, if they are no more than 1/4-mile apart and any two of the following criteria are met:

- (1) There is a common interest in two or more developments;
- (2) The developments will undergo improvements within the same five-year period;
- (3) A master plan exists, submitted to a governmental body, addressing all developments;
- (4) All developments share some infrastructure or amenities; or,
- (5) A common advertising scheme addresses all development.

SECTION 5: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-244, Exemptions, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-244. Exemptions.

...

(e)All developments within the Southern Strategy Area, as established in the *Tallahassee-Leon County Comprehensive Plan*, except for those that included within ~~Critical Planning Area (CPA) and Target Planning Area (TPA)~~ zoning districts Planned Development zoning district, or Developments of Regional Impact (DRIs); and,

...

SECTION 6: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-245, Requirements for Inclusionary Housing, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-245. Requirements for inclusionary housing.

The following requirements shall apply:

(a) *Number of inclusionary units required.* Subdivisions and site plans including 50 or more dwelling units shall provide a minimum of ten percent of the units at prices no greater than the ~~MASP~~ Maximum Purchase Price

and with purchase prices averaging not greater than the Average Sales Price. For purposes of this section accessory apartment units shall not be construed as a dwelling or residential unit, either for purposes of determining the number of inclusionary units required or the number of inclusionary units provided.

...

(c) *Location of inclusionary units.* Required inclusionary housing units shall be provided within the primary development, at an alternative location within the same census tract or, in a contiguous selected census tract, so long as the off-site location is within the urban service area; the option of providing inclusionary housing at an off-site location shall not be available for developments within ~~TPA or CPA~~ Planned Development zoning district, nor within DRIs.

...

(e) *Developer financial responsibility.* At the time of the approval of any site plan or preliminary plat for any primary development required to provide on-site or off-site, owner-occupied or rental, inclusionary housing units, or buildable lots, as authorized by this section, the applicant shall post a bond or submit a letter of credit or other acceptable instrument equivalent to the fee in-lieu of providing the required inclusionary housing. The City shall retain the bond money in escrow in an interest-bearing account for a period of no less than three years, or other time period agreed upon by the applicant and the City, or until the City has documented that the required

inclusionary housing or in-lieu comparables have been provided. Upon documentation that the inclusionary housing requirement has been met in part or in full, the City shall remit that portion of the bond money and interest proportionally equivalent to portion of the inclusionary housing requirement satisfied to the applicant or their assigns. If, after a period of three years, or other time period agreed upon by the applicant and the City, the applicant has not demonstrated compliance with the requirement, the bond shall be forfeited and the bond money and interest shall be transferred to the Inclusionary Housing Trust Fund, and may thereafter be utilized for purposes of providing inclusionary housing. In those instances where the applicant has agreed in advance to pay a fee in-lieu of all or a portion of the required inclusionary housing, no bond shall be required to be posted for that amount of the requirement to be satisfied through payment of the fee in-lieu. This provision shall not be available for developments within ~~TPA or CPA Planned Development~~ zoning districts, nor within DRIs.

(f) *Fee in-lieu of providing inclusionary units.* As an alternative to providing inclusionary housing units, the owner/developer may a pay a fee in-lieu -to the City. The fee rate shall be as follows:

- (1) For those developments where the ~~median-average~~ sales price of all housing units is equal to greater than 100% of the Maximum Affordable-Average Sales Price (MASP) ~~up to but less than 110% of MASP:~~ \$10,000 per required inclusionary unit not constructed;

(2) For those developments where the ~~median-average~~ sales price of all housing units is greater than 110% of MASP and less than or equal to 175% of MASP: \$15,000 per required inclusionary unit not constructed;

(3) For those developments where the ~~median-average~~ sales price of all housing units is greater than 175% of MASP and less than or equal to 225% of MASP: \$20,000 per required inclusionary unit not constructed; and,

(4) For those developments where the ~~median-average~~ sales price of all housing units is greater than 225% of MASP: \$25,000 per required inclusionary unit not constructed.

This provision shall not be available for developments within ~~TPA or CPA~~ Planned Development zoning districts, nor within DRIs.

(g) *Multifamily rental housing in-lieu of providing inclusionary units.* As an alternative to providing inclusionary owner-occupancy housing units, the owner/developer may provide 1½ multifamily rental units per each owner-occupancy unit not otherwise provided. Rental units provided in lieu of owner-occupancy units shall be provided on-site within the primary development, at an alternative location within the same census tract or, in an adjacent selected census tract, so long as the off-site location is within the urban service area. Rents charged for these rental units shall not exceed the current US HUD's High HOME rent limit by bedroom size in the Tallahassee Metropolitan Statistical Area (TMSA). The option of providing

off-site multifamily rental housing in-lieu of providing inclusionary units shall not be available for developments within TPA or CPA Planned Development zoning districts, nor within DRIs.

SECTION 7: Chapter 9, Subdivisions and Site Plans, Article VI, Inclusionary Housing, Section 9-249, Monitoring and Sunset Review, of the City of Tallahassee Land Development Code is amended as follows:

Sec. 9-249. Monitoring and Sunset Review.

The inclusionary housing implementation provisions in this Code shall be monitored to ensure effective and equitable application. ~~Prior to October 1, 2008, the~~ The City Manager will present a status report to the City Commission on the implementation of the ~~City's Inclusionary Housing Program~~ this article every two years or as needed.

SECTION 8: Conflicts. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9: Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 10: Effective Date. This ordinance shall become effective immediately upon adoption.

Ordinance 07-O-07AA
Page 13 of 13

INTRODUCED in the City Commission on the 14TH of February, 2007.

PASSED by the City Commission on the 20th of August, 2008.

CITY OF TALLAHASSEE

By: 

John R. Marks, III
Mayor

ATTEST:

By: 

Gary Herndon
City Treasurer-Clerk

APPROVED AS TO FORM:

By: 

James R. English
City Attorney

RECEIVED
CITY TREASURER-CLERK

2008 SEP -2 AM 8:49

TALLAHASSEE DEMOCRAT
PUBLISHED DAILY
TALLAHASSEE-LEON-FLORIDA

STATE OF FLORIDA COUNTY OF LEON:

Before the undersigned authority personally appeared Cassandra Moore, who on oath says that she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertising being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

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

AUGUST 10, 2008

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

CASSANDRA MOORE

LEGAL ADVERTISING REPRESENTATIVE

Sworn To or Affirmed and Subscribed Before Me.

This 12 Day of August 2008, by
Cassandra Moore, Cassandra Moore
Personally Known ✓

OR Produced Identification _____

Type of Identification Produced _____

(SEAL) R. Vickers Notary Public
State of Florida
County of Leon



1	Legal Notices	1	Legal Notices	1	Legal Notices
NOTICE OF PUBLIC HEARING					
Notice is hereby given that the Tallahassee City Commission will conduct a public hearing on Wednesday, August 20, 2008 at 6 pm, at the City Commission Chambers, 2nd floor, City Hall, Tallahassee, Florida to consider adoption of the City Land Development Code. The Ordinance will amend the inclusionary housing requirements and will amend the sales price methodology for the required inclusionary housing units. The Ordinance will also implement a recent comprehensive plan amendment. The purpose of the meeting is to determine the Ordinance's consistency with the Comprehensive Plan. The ordinance the City Commission will consider is:					
ORDINANCE NO. 07-O-07AA					
AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING THE CITY OF TALLAHASSEE LAND DEVELOPMENT CODE RELATED TO INCLUSIONARY HOUSING REQUIREMENTS; AMENDING DEFINITIONS; ADDING DEFINITION FOR AVERAGE SALES PRICE AND MAXIMUM PURCHASE PRICE; UPDATING REFERENCES TO PLANNED DEVELOPMENT ZONING DISTRICTS; AMENDING THE MONITORING AND SUNSET REVIEW PROVISIONS; 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.					
Anyone wishing to appeal the action of the City Commission with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made.					
If you have a disability requiring accommodations, please call 850-891-8130 or 1-800-955-8771 (TDD), at least 48 hours (excluding weekends and holidays) prior to the start of the meeting.					
For further information pertaining to this ordinance, contact Deepika andavarapu, 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.					
AUGUST 10, 2008					

RECEIVED
CITY TREASURER-CLERK
2008 AUG 15 AM 9:54


Leon County
Board of County Commissioners
Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments to the Canopy Roads Citizens Committee and Tourist Development Council

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: The full Board reappoints Tabitha Frazier to the Canopy Roads Citizens Committee for a term of three years.
- Option #2: The full Board appoints Marie Cowart to the Canopy Roads Citizens Committee for a term of three years.
- Option #3: The full Board makes an appointment to the Tourist Development Council for a term of four years.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared.

Analysis:

Canopy Roads Citizens Committee

Purpose: The Committee makes recommendations to the City and County Commissions on matters related to Canopy Road preservation and assists in coordinating efforts of government, private sector, civic groups and individuals in an effort to protect, maintain, enhance and where applicable, re-evaluate Canopy roads (Attachment #1)..

Composition: The Committee has eight members; four appointed by the County and four appointed by the City. Additionally, the full Board appoints a County Commissioner to serves as an ex-officio, non-voting member. Members should consist of a balance of persons who have expertise in fields of forestry, local history, who live along a Canopy Road or who have demonstrated a willingness to serve for the enhancement of the community.

Vacancies: There are two vacancies; Table 1 lists the eligible applicants. (Attachment #2).

Table 1. Canopy Roads Citizens Committee

Term Expiration	Eligible Applicant	Recommended Action
Tabitha Frazier	Tabitha Frazier	Full Board to make reappointment.
James Billingsley (Not interested in reappointment)	Marie Cowart (Attachment #3)	Full Board to make appointment.

Tourist Development Council (TDC)

Purpose: The TDC develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue; and, reviews expenditures of revenue from the Tourist Development trust fund (Attachment #4).

Composition: There are nine members of the TDC: two City Commissioners; three owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County; three persons involved in the tourist industry and who have demonstrated an interest in tourist development; and, the Board Chairman or Commissioner designee.

Vacancies: There is one vacancy; Table 2 lists the eligible applicants.

Table 2. Tourist Development Council

Term Expiration	Eligible Applicants	Recommended Action
Chucha Barber	Chucha Barber (Attachment #5) Adam Corey (Attachment #6) Catherine Keen (Attachment #7) Jay Revell (Attachment #8) Matt Thompson (Attachment #9)	Full Board to make appointment.

Options:

1. The full Board reappoints Tabitha Frazier to the Canopy Roads Citizens Committee for a term of three years.
2. The full Board appoints Marie Cowart to the Canopy Roads Citizens Committee for a term of three years.
3. The full Board makes an appointment to the Tourist Development Council for a term of four years.
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Eligibility & Criteria – Canopy Roads Citizens Committee
2. Email from Brian Wiebler - Canopy Roads Citizens Committee
3. Application Marie Cowart
4. Eligibility and Criteria – Tourist Development Council
5. Email from Chucha Barber -TDC
6. Application – Adam Corey - TDC
7. Application – Catherine Keen - TDC
8. Application – Jay Revell – TDC
9. Application – Matt Thompson - TDC

Canopy Roads Citizens Committee

PURPOSE:

1. Function as a standing committee that will make recommendations to the City and County Commissions on matters related to Canopy Road preservation.
2. Assist in coordinating efforts of government, private sector, civic groups and individuals in an effort to protect, maintain, enhance and where applicable, re-evaluate Canopy roads.

CREATED BY:

October 8, 1991- Created as an ad hoc committee

January 1993 - Made standing committee by City and County Commissions

APPOINTMENTS:

8 members

4 - BCC

4 - City Commission

1 – Board appointment of a Commissioner (non-voting ex -officio)

TERMS:

Terms expire October 31; Number of terms allowed - Two consecutive three-year terms.

Vacancies filled for remainder of unexpired term.

ELIGIBILITY CRITERIA:

Members should consist of a balance of persons who have expertise in fields of forestry, local history, who live along a Canopy Road or who have demonstrated a willingness to serve for the enhancement of the community. An ex-officio, non-voting member shall be included from the Apalachee Land Conservancy. Members of other groups may also be included as non-voting, ex-officio members at the discretion of the committee (Source: Bylaws approved 7/27/93.)

SCHEDULE:

Third Monday of every other month (September, November, January, March, May & July) at 6 pm,
Renaissance Center, 2nd floor, Conference Room
435 N. Macomb Street

CONTACT PERSON/STAFF:

Brian Wiebler, Senior Planner

Planning Dept.

891-6400

891-6404 - Fax

email: wieblerb@talgov.com

email:

Beth Perrine

Recording Secretary

Planning Dept.

891-6400

MEMBERS:

Lindley Mary Ann Board of County Commissioners	Begin Term: 12/13/2014 End Term: 12/31/2016 Type: two year	Original Date: 12/13/2011 Appointed by: Board of County Commissioners	Board liaison Email: lindleym@leoncountyfl.gov
Frazier, Tabitha	Begin Term: 10/2012 End Term: 10/31/2015 Type: three years	Original Date: 6/2012 Appointed by: Board of County Commissioners	Email: fraziertabitha@gmail.com
Billingsley, James NOT INTERESTED IN REAPPOINTMENT	Begin Term: 10/23/2012 End Term: 10/31/2015 Type: three years	Original Date: 10/23/2012 Appointed by: Board of County Commissioners	Email: jnthem@yahoo.com
Koos, Mary Anne	Begin Term: 10/19/2013 End Term: 10/31/2016 Type: three years	Original Date: 2/26/2008 Appointed by: Board of County Commissioners	Email: mkoosfl@aol.com
Farley, Robert	Begin Term: 10/19/2013 End Term: 10/31/2016 Type: three years	Original Date: 9/18/2012 Appointed by: Board of County Commissioners	Notes: Email: robert.farley@atkinsglobal.com

From: "Wiebler, Brian T." <Brian.Wiebler@talgov.com>
To: "Coble, Christine" <CobleC@leoncountyfl.gov>, "
Date: 9/22/15 2:09 PM
Subject: CRCC Memberships

Hi Christine,

Below is a summary of the Canopy Road Citizen Committee actions regarding membership at the meeting last night.

County Appointments:

* Tabitha Frazier approved as new Committee Chairperson, Mary Anne Koos approved as Vice-Chair

* Tabitha Frazier recommended by the Committee for reappointment for a second term by the Board of County Commissioners

* James Billingsley announced that he is moving and will NOT seek reappointment for a second term by the Board of County Commissioners

* Marie Cowart recommended by the Committee for appointment to the vacant County seat by the Board of County Commissioners (application on file with County)

Christine, please let me know if you need any additional information or documentation for the County actions.

Thank you,

Brian Wiebler, AICP
Principal Planner, Urban Design Team
Tallahassee-Leon County Planning Department
300 South Adams St. Tallahassee, Florida 32301
850.891.6416 brian.wiebler@talgov.com<mailto:brian.wiebler@talgov.com>
www.talgov.com<http://www.talgov.com/>

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Marie Cowart

Date: 07-May-2015

Home Phone: (850) 893-2966

Work Phone:

Email: mcowart@fsu.edu

Occupation:retired

Employer: FSU

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE FL

Home Address 4190 DIPLOMACY CR

City/State/Zip: TALLAHASSEE FL 32308

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? No If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 47.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes

If yes, on what Committee(s) are you a member? Human Services Grant Committee; previously Senior Services Outrea

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Canopy Roads Citizens Committee 2nd Choice:Planning Commission

What cultural arts organization do you represent, if any?

TMH Foundation, Governor's Panel on Excellence on Nursing Home Care, Woman's Club of Tallahassee, Florida Trust for Historic Preservation

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

planning, environment, preservation, human dignity

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:Caucasian

Sex:Female

Age: 78

Disabled? No

District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

Human Services Grant Committee, Neighborhood Health Clinic, TMH Foundation, Woman's Club of Tallahassee, Florida Trust for Historic Preservation, others

References (you must provide at least one personal reference who is not a family member):

Name: DON WILSON
Address: 4999 MEANDERING WY

Telephone: 850 8789993

Name: JACK GOODIN
Address: 4150 DIPLOMACY CR

Telephone: 850 668 9060

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Marie E Cowart

This application was electronically sent: 5/7/2015 2:42:24PM

Tourist Development Council

Responsibility:

Develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue. Reviews expenditures of revenue from the development trust fund.

Created By:

Chapter 125.0104(4)(e) Florida Statutes.;

Resolution. Nos. R86-01, R02-02; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48;

County Ordinance 88-01; County Resolution establishing the Council, 10/20/1986

Appointments:

Nine members -

One member - Chairman of the BCC to serve as Vice-Chair of TDC

Eight members - appointed by full Board of County Commissioners

Eligibility Criteria:

ELIGIBILITY CRITERIA: All must be electors of the County.

2 - City Commissioners (Elected Municipal Officials)

3 - Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 - Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

Terms:

Eight members - 4 year terms. Terms expire October 31.

Number of terms allowed not specified in statute or ordinance. Vacancies are filled for remainder of unexpired term.

Chairman of the BCC

2 City Commissioners (Elected Municipal Officials)

3 Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

Schedule:

The TDC meets at 9:00 a.m. on the first Thursday of every other month beginning in January.

Leon County Commission Chambers, 5th floor

301 S. Monroe Street

Contact Person/Staff:

Lee Daniel, Executive Director

Tourism Development

Office of Economic Development & Business Partnerships

606-2300

daniellee@leoncountyfl.gov

Chris Holley, Assistant to the Director

606-2300

Email: holleyc@leoncountyfl.gov

Members:

Barber, Chucha	Begin Term: 10/25/2011 End Term: 10/31/2015 Type: four years	Original Date: 11/27/2007 <hr/> Appointed by: Board of County Commissioners	Category: Interested Person Email: chuchabarber@gmail.com
Desloge, Bryan County Commissioner	Begin Term: 1/1/2015 End Term: 12/31/2016 Type: two years	Original Date: 1/1/2011 <hr/> Appointed by: Board of County Commissioners	Category: Board representative Email: deslogeb@leoncountyfl.gov
Maddox, Scott Tallahassee City Commission	Begin Term: 1/1/2015 End Term: 10/31/2016 Type: unexpired term	Original Date: 1/1/2015 <hr/> Appointed by: Tallahassee City Commission	Notes: category: City of Tallahassee Representative Email: Scott.Maddox@talgov.com
McGee, Marion	Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years	Original Date: 10/23/2012 <hr/> Appointed by: Tallahassee City Commission	Category: At-Large, Riley Museum Email: mmcgee@rileymuseum.org
McKay, Sam Staybridge Suites	Begin Term: 4/14/2015 End Term: 10/31/2017 Type: unexpired term	Original Date: 4/14/2015 <hr/> Appointed by: Board of County Commissioners	Category: Hotelier Email: smckay@staybridgetlh.com
Master, Paresh Comfort Suites	Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years	Original Date: 10/19/2010 <hr/> Appointed by: Board of County Commissioners	Category: Hotelier Email: paresh.master@gmail.com

Schmitz, T. Bo Four Points by Sheraton Downtown	Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years	Original Date: 12/10/2013 <hr/> Appointed by: Board of County Commissioners	Category: Hotelier Email: bo.schmitz@ fourpointstallahasseedowntown.com
Daws, Russell Tallahassee Museum of History & Natural Science	Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years	Original Date: 3/27/2004 <hr/> Appointed by: Board of County Commissioners	Category: Interested Person Email: rdaws@tallahasseeemuseum.org
Miller, Nancy City Commissioner	Begin Term: 9/23/2104 End Term: 10/31/2018 Type: four years	Original Date: 6/1/2011 <hr/> Appointed by: Tallahassee City Commission	Category: City of Tallahassee E-Mail: nancy.miller@talgov.com
Smith, Leslie H.	Begin Term: 5/27/2014 Type: Unlimited	Original Date: 5/27/2014 <hr/> Appointed by: Tourist Development Council	Category: Ad Hoc Member – Tallahassee Sports Council Email: lesliehsmith@gmail.com
Pittman, Audra	Begin Term: 5/27/2014 Type: Unlimited	Original Date: 5/27/2014 <hr/> Appointed by: Tourist Development Council	Category: Ad Hoc Member – Director, Council on Culture & Arts Email: audra@cocanet.org

From: Lee Daniel
To: Coble, Christine
Date: 9/23/15 11:36 AM
Subject: Fwd: Tourist Development Council
Attachments: Daniel Lee.vcf

Chucha Barber <chuchabarber@gmail.com> 9/23/2015 11:31 AM >>>


It is my understanding that you have requested an e-mail from me to clarify my interest in being considered for re-appointment to the Tourist Development Council Board.

Please accept this e-mail as confirmation of my interest. It would be my great pleasure to continue to serve.

Chucha Barber
Impact Visual Media
P. O. Box 924
Tallahassee, FL 32302
850 545 1547 (cell)
850 222 1692
chuchabarber@gmail.com

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TOURIST DEVELOPMENT COUNCIL

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: Adam Corey		Date: 8/15/2015 4:38:37PM
Home Phone:	Work Phone: (-)X	Email:
Occupation: OWNER	Employer: TALLAHASSEE HOSPITALITY GROUP	
Preferred mailing location: Work Address		
Work Address:		
City/State/Zip: TALLAHASSEE, FL		
Home Address		
City/State/Zip: TALLAHASSEE, FL 32301		
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes		
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes		
For how many years have you lived in and/or owned property in Leon County? 15 years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<p>Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.</p> <p><input checked="" type="checkbox"/> Owner or Operator of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County</p> <p><input type="checkbox"/> Person involved in the tourist industry and who have demonstrated an interest in tourist development</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days permonth would you be willing to commit for Committee work? 2 to 3</p> <p>And for how many months would you be willing to commit that amount of time? 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? Day, Night</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian Sex: Male Age: 35.00</p> <p>Disabled? District: District 1</p>		
<p>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</p>		

I AM CURRENTLY SERVING ON THE DOWNTOWN IMPROVEMENT AUTHORITY BOARD AND THE TALLAHASSEE HOUSING AUTHORITY BOARD. I GRADUATED FROM FLORIDA STATE UNIVERSITY WITH A BACHELORS DEGREE IN POLITICAL SCIENCE.

AS A RESTAURANT OWNER AND BUSINESS DEVELOPMENT CONSULTANT, I AM CONFIDENT THAT I CAN HELP PROMOTE AND ACHIEVE THE GOALS THAT THE TOURIST DEVELOPMENT COUNCIL SEEKS. I AM CONSTANTLY INVOLVED IN MARKETING VARIOUS BUSINESS INITIATIVES FOR MYSELF AND MY CLIENTS.

I CURRENTLY SERVE AS A CHAIRMAN FOR THE OLD SCHOOL OPEN, WHICH HAS CONTRIBUTED OVER \$500,000 IN THE PAST FOUR YEARS TO OVER 22 DIFFERENT CHARITIES. I ALSO SERVE ON THE BOARD OF THE FLORIDA GAMME EDUCATIONAL FOUNDATION.

I WOULD LIKE TO BE ON THE TOURIST DEVELOPMENT COUNCIL BECAUSE I HAVE SEVERAL IDEAS THAT I WOULD LIKE TO PRESENT TO THE COUNCIL AND HELP THEM ACHIEVE. I AM CONFIDENT THAT LEON COUNTY IS A WONDERFUL PLACE TO WORK, LIVE AND PLAY.

References (you must provide at least one personal reference who is not a family member):

Name: DR BILL WOODYARD Telephone: 850-908-5155
Address: 2917 EDENBERRY DR, TALLAHASSEE FL 32309

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.


All statements and information provided in this application are true to the best of my knowledge.

Signature: Adam Corey

This application was electronically sent: 8/15/2015 4:38:37PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TOURIST DEVELOPMENT COUNCIL

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: Catherine Keen		Date: 9/26/2015 7:21:40PM
Home Phone: _____	Work Phone: _____	Email: 07 _____
Occupation: DIRECTOR	Employer: VOLUNTEER FLORIDA	
Preferred mailing location: Home Address		
Work Address: _____		
City/State/Zip: TALLAHASSEE, FL _____		
Home Address _____		
City/State/Zip: TALLAHASSEE, FL 32303		
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes		
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes		
For how many years have you lived in and/or owned property in Leon County? 20 years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member? _____		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member? _____		
<p>Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.</p> <p><input type="checkbox"/> Owner or Operator of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County</p> <p><input checked="" type="checkbox"/> Person involved in the tourist industry and who have demonstrated an interest in tourist development</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days per month would you be willing to commit for Committee work? 4 or more</p> <p>And for how many months would you be willing to commit that amount of time? 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? Day, Night</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian Sex: Female Age: 38.00</p> <p>Disabled? District: District 3</p>		
<p>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</p>		

LEON COUNTY GOVERNMENT,

THANK YOU FOR THE OPPORTUNITY TO APPLY TO SERVE ON THE HUMAN SERVICES GRANTS REVIEW CITIZEN ADVISORY COMMITTEE. THIS YEAR MARKS MY 20TH ANNIVERSARY AS A TALLAHASSEE RESIDENT. I MOVED TO TALLAHASSEE TO ATTEND FSU, FOUND MY COMMUNITY AND HAVE BEEN HONORED TO SERVE IT EVER SINCE. MY PASSION IS SERVICE AND SUPPORTING THOSE THAT SERVE TO MAKE OUR COMMUNITY SMARTER, SAFER AND STRONGER. MY EDUCATIONAL BACKGROUND INCLUDES A BA IN CULTURAL ANTHROPOLOGY AND MSW SOCIAL POLICY ADMINISTRATION FROM FSU AND AN MBA FROM THE UNIVERSITY OF PHOENIX. I CURRENTLY OVERSEE FLORIDA'S AMERICORPS STATE GRANTS AT VOLUNTEER FLORIDA,

APPROXIMATELY \$19 MILLION IN FEDERAL AND MATCH FUNDS. I ALSO SERVE AS THE PRESIDENT ELECT OF THE BOARD OF DIRECTORS FOR SECOND HARVEST FOOD BANK, BOARD MEMBER OF MY NEIGHBORHOOD ASSOCIATION (CONA), COMMITTEE MEMBER AT ST. PAUL'S UNITED METHODIST CHURCH, MEMBER OF THE UNITED WAY EDUCATION COUNCIL, KCCI CLASS OF 2013, AND ENGAGE MY FAMILY IN REGULAR COMMUNITY VOLUNTEERING WITH A NUMBER OF ORGANIZATIONS. I HAVE WORKED FOR AND WITH MANY OF THE NONPROFITS IN TALLAHASSEE. I AM INTERESTED IN SERVING THIS COMMITTEE BECAUSE I FEEL CONNECTED TO THE DESCRIBED PURPOSE OF: "FOSTER AN ONGOING COMMUNITY-WIDE DIALOG WITH FUNDERS AND PROVIDERS TO IMPROVE HUMAN SERVICES DELIVERY IN LEON COUNTY." I HAVE THE OPPORTUNITY TO OVERSEE FEDERAL GRANT MAKING THROUGHOUT FLORIDA, AND I BELIEVE THAT MY SKILLS AND TALENTS COULD ALSO BE ENGAGED TO SUPPORT MY HOME COMMUNITY. THANK YOU FOR THE OPPORTUNITY TO APPLY.

NOTE: TALLAHASSEE TOURIST DEVELOPMENT COUNCIL AND THE COUNCIL ON CULTURE AND ARTS ARE ALSO AREAS THAT WOULD BE A GREAT FIT FOR MY SKILLS, ABILITIES AND PASSIONS.

References (you must provide at least one personal reference who is not a family member):

Name: CRAIG REEDER Telephone: 850.491.4549
Address: 3026 SOUTHSORE CIRCLE, 32303

Name: MIAISHA MITCHELL Telephone: 850.284.0366
Address: N/A

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Catherine Keen

This application was electronically sent: 9/26/2015 7:21:40PM

Catherine Keen
2119 Charter Oak Drive, Tallahassee, FL 32303
(850) 321-7988
Catnepal@hotmail.com

Education

Master of Business Administration
University of Phoenix

June, 2007 - May, 2009

Master of Social Work, Social Policy Administration
Florida State University

August, 2003 - May, 2005

Bachelor of Arts, Anthropology
Florida State University

August, 1995 - December, 1999

- University of Pittsburgh, Semester at Sea Program (1998): Rigorous cultural exposure and achievement of core course work in the countries of Brazil, Venezuela, South Africa, Kenya, Malaysia, India, Vietnam, Hong Kong, China and Japan
- University of Colorado, Semester in Nepal (1999): Attended SANN Research Institute in Katmandu, Nepal. Lived with a host family and completed course work in Nepalese ecology, environment, religion, politics and language. Completed a trek to base camp, Mt. Everest

Experience

Management

August, 2005 - Present

Director of National Service Programs

January, 2011 - Present

The Governor's Commission on Volunteerism & Community Service (Volunteer Florida), Tallahassee, FL

Responsibilities include directing the Commission's National Service programs including AmeriCorps:

- Provide oversight, direction and supervision to Volunteer Florida staff for AmeriCorps program implementation representing \$19 million of federal/match funds annually
- Provide oversight, direction and supervision to Volunteer Florida staff for the Volunteer Generation Fund, supporting 15 organizations annually to increase skills based volunteerism
- Increased Florida's receipt of federal grants by \$3 million in funds awarded to Florida sub grantees
- Responsible for federal contracting with sub grantees
- Responsible for the data collection, performance measurement and documentation of outcomes of grantees
- Oversees all programmatic monitoring, technical assistance, and quality assurance processes to ensure grant programs adhere to relevant policy and procedures and successful program implementation
- Provide program fiscal oversight by developing program budgets, planning expenditures
- Facilitate grantee outreach and grantee trainings and technical assistance workshops for Commission-funded community based programs and initiatives
- Oversees the development of guidelines and standards for the operation of National Service programs based on AmeriCorps Program Provisions, federal code and other requirements

State Director, The Florida High School/High Tech Program

July, 2009 – January, 2011

The Able Trust, Tallahassee, FL

Responsibilities include the oversight and advancement of statewide transition program serving at risk youth with disabilities including:

- Initiated, managed and monitored a 100% growth in number of youth programs over a 5 year period
- Provision of technical assistance resulting in excellent outcomes for at risk youth (86% of student graduates enter college or employment annually)
- Development of research design for long and short term data collection
- Responsible for program sustainability and growth through grant writing and sponsorship development
- Implementation of statewide Annual Training for local sites (grantees)
- Management of contract deliverables associated with state and federal funds

Program Manager, The Florida High School/High Tech Program

August, 2005 - June, 2009

The Able Trust, Tallahassee, FL

Responsibilities include quality assurance and technical assistance/training for statewide transition program serving at risk youth with disabilities including:

- Provided technical assistance and training to 35 youth programs representing 34 Florida counties
- Developed and facilitated annual training for youth programs
- Created data collection process and synthesized outcomes
- Produced program educational and promotional materials
- Established and maintained state level collaborative relationships
- Provided educational presentations to national and state audiences on behalf of the program including: Symposium for Youth Development (Chicago, IL, 2008), National Corporation for Volunteerism and Community Service (Albuquerque, NM, 2007) and (Pittsburgh, PA, 2008), Florida Division of Career Development and Transition Conference (2006, 2007, 2008, 2009)

Experience

Social Service

January, 2001 - August, 2005

Project Coordinator

June, 2002 - August, 2005

Ability 1st (The Center for Independent Living of North Florida), Tallahassee, FL

Managed local High School/High Tech Program to provide career based transition services to students with disabilities in a multi county region. Provided career and college counseling, mentoring, exposure to high tech careers and skill development training to youth in Gadsden, Leon, Wakulla and Taylor counties. Developed extensive programmatic and fiscal program support through partnership with business, academic and civic organizations. Recipient of the 2003 Florida High School/High Tech Program of the Year Award.

Independent Living Specialist

April, 2002 - June, 2002

Ability 1st (The Center for Independent Living of North Florida), Tallahassee, FL

Supported consumers with various disabilities in attaining independent living goals related to housing, employment and community inclusion. Provided counseling, case management and advocacy training to individuals with physical, emotional and mental health disabilities. Managed activities and deliverables of the Recreation Action Program for Adults with Disabilities (RAPAD), a program of the Florida Disabled Outdoors Association. Program highlights included the development of a weekly arts program benefiting individuals residing at the Tallahassee Homeless Shelter and Drop In Center.

Assistant to the Director

January, 2002 - March, 2002

ECHO, Inc., Tallahassee, FL

Managed administrative support to Executive Director including fiscal responsibilities of billing and accounting. Leadership in marketing materials including the development of promotional, educational and fundraising materials. Overnight management of Bethany Family Apartments (housing for families experiencing homelessness) including safety protocol and crisis management.

Lead Counselor

January, 2001 - January, 2002

ECHO, Inc., Tallahassee, FL

Provided counseling and case management services to individuals and families experiencing homelessness. Facilitated crisis intervention, resource acquisition and support services. Services provided included budgeting, provision of food and monetary assistance and employment linkages and referrals.

Awards and Honors

2006 Competent Communicator Credential, Toastmasters International Public Speaking Program
 2007 Advanced Communicator Bronze Credential, Toastmasters International Public Speaking Program
 2007 Toastmaster of the Year Award
 2008 Toastmaster of the Year Award
 2008 Speaker of the Year Award
 2009 Advanced Communicator Silver Credential, Toastmasters International Public Speaking Program
 2012 Tallahassee Neighborhood Leadership Academy (City of Tallahassee)
 2013 Knight Creative Communities Institute Class (Frenchtown Heritage Market)
 2014 Non Profit of the Year, Tallahassee Network of Young Professionals, Golden A.C.E. Award

Professional Associations

Council of Neighborhood Association (Board Member, local Neighborhood Association), Network of Young Professionals, Tallahassee Northside Toastmasters & Tallahassee Professionally Speaking (previous), NASW member

Community Service

Current - America's Second Harvest Food Bank of the Big Bend (President Elect, Board of Directors), MS Society (Volunteer), ECHO (Monthly Meal Volunteer), St. Paul's United Methodist Church Committee Member, Manna on Meridian (Monthly Volunteer), United Way Education Council member

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: James Revell

Date: 26-Mar-2015

Home Phone:

Work Phone:

Email: jay.tallahasseedowntown@gmail.com

Occupation: Executive Director

Employer: Tallahassee Downtown Improvement Authority

Preferred mailing location: Work Address

Work Address: 106 EAST JEFFERSON STREET, TALLAHASSEE,

City/State/Zip: TALLAHASSEE FL 32301

Home Address

City/State/Zip: TALLAHASSEE FL 32303

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes

For how many years have you lived in and/or owned property in Leon County? 10.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Tourist Development Council

2nd Choice: Council on Culture & Arts

What cultural arts organization do you represent, if any?

I am a board member for the Tallahassee Symphony Orchestra.

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian

Sex: Male

Age: 27

Disabled? No

District: District 1

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

M.S. Applied American Politics & Policy Florida State University

B.S. Political Science Florida State University

Leadership Tallahassee Class 32

Connect Florida Statewide Leadership Institute Class IV

Community Catalyst, Knight Creative Communities Institute

Board of Directors, Tallahassee Symphony Orchestra

Advisory Board, Incoming Chairman, Access Tallahassee

Advisory Board, Knight Creative Communities Institute

Executive Director, Tallahassee Downtown Improvement Authority

President, Community Catalysts, LLC

With a passion for people and places, I have spent the past decade learning how to achieve a desired result through community engagement. My professional and personal experiences have helped me establish a successful method for moving issues and ideas through the public realm.

Today's competitive markets demand critical thinking and creative strategies. I have proven through many projects and initiatives that if people believe in a cause, they will create change.

I apply these principles as the Executive Director of the Tallahassee Downtown Improvement Authority.

I work with private clients through my company, Community Catalysts LLC. That company is dedicated to moving big ideas forward.

References (you must provide at least one personal reference who is not a family member):

Name: AUDRA PITMANN Telephone: 850-224-2500
Address: 816 S. ML King Jr. Blvd., Tallahassee, FL 32301

Name: NANCY MILLER Telephone: 850-891-8181
Address: 300 South Adams Street Tallahassee FL 32301

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Jay Revell

This application was electronically sent: 3/26/2015 2:18:47PM

1417 N ML KING JR BLVD TALLAHASSEE, FL 32303
PHONE 850-567-9419
E-MAIL JDREVELL87@YAHOO.COM

JAMES DAVID REVELL

EXPERTISE

Knowledge of local government and the strategies it takes to achieve success when dealing with officials is a valuable commodity for any organization. Through personal and professional experience in this arena I have developed a strong expertise in navigating issues through the public realm. With a growing knowledge of best practices in community and economic development my skill set is ideal for organizations looking for strategic advantages and critical thinking to better position themselves in today's competitive markets.

PROFFESIONAL EXPERIENCE

Community Catalysts, LLC **Tallahassee, Florida**

2014- Present

President & Owner

Tallahassee Downtown Improvement Authority **Tallahassee, Florida**

2013 – Present

Executive Director

Leon County Board of County Commissioners **Tallahassee, Florida**

2009 – 2013

Aide to Commissioner John E. Dailey, representing District Three

Leon County Board of County Commissioners **Tallahassee, Florida**

2008

Intern to Commissioner John E. Dailey, representing District Three

Capital City Bank Group **Tallahassee, Florida**

2006 – 2007

Distribution Clerk

Douglas M. Croley and Associates **Tallahassee, Florida**

2005

Administrative Assistant & Insurance Payment Clerk

EDUCATION

The Florida State University Tallahassee, Florida

Class of 2012

Master of Science in Applied American Politics & Policy

The Florida State University Tallahassee, Florida

Class of 2009

Bachelor of Science in Political Science with minor in Business

- Brother Sigma Chi Fraternity : President 2008

Robert F. Munroe Day School Quincy, Florida

Class of 2005

Diploma

- President Class of 2005

LEADERSHIP TRAINING & RECOGNITION

Leadership Tallahassee, Class 32

2014-2015

Connect Florida, Statewide Leadership Institute, Class IV

2013-2014

Top 20 under 40 – Tallahassee Network of Young Professionals

Golden A.C.E. Awards

March 23, 2013

Public Servant of the Year

Nominee - Tallahassee Network of Young Professionals

Golden A.C.E. Awards

March 24, 2012

Public Servant of the Year

Delegate - Balfour Leadership Training Workshop

August 2008

The University of Missouri, Columbia, Missouri

COMMUNITY AND CIVIC INVOLVEMENT

Capital Tiger Bay Club

Tallahassee, FL

Member , 2014 – Present

Tallahassee Symphony Orchestra

Tallahassee, FL

Member, Board of Directors , 2014 – Present

Keep Tallahassee-Leon County Beautiful

Tallahassee, FL

Member, Board of Directors, 2013 – Present

The Mary Brogan Museum of Art & Science

Tallahassee, FL

Member, Board of Directors, 2012 – 2013

Access Tallahassee

Tallahassee, FL

Member, Advisory Board , 2012 - Present

Seminole Greek Alumni Foundation

Tallahassee, FL

Founding Member , Board of Directors, 2011 – 2013

Epsilon Zeta Chapter of Sigma Chi Fraternity

Tallahassee, FL

Member, Alumni Advisory Board, 2011 –2014

Tallahassee-Leon County Planning Department

Tallahassee, FL

Midtown Action Plan Working Group

Member, 2010 – 2014

Knight Creative Communities Institute

Tallahassee, FL

Member, KCCI Advisory Board , 2012 – Present

2010 Community Catalyst and Initiative Chairman – Identify Tallahassee Initiative

PUBLISHED WORK

“Sales Tax is key to our future”

Tallahassee Democrat – Appeared October 24th, 2014

“A Thriving Tallahassee, You’d better Believe it”

Tallahassee Democrat – Appeared May 3rd, 2014

“Campaign Aims for more vibrant Downtown”

Tallahassee Democrat – Appeared Friday August 2, 2013

“Come Downtown to love this city again”

Tallahassee Democrat -Appeared Wednesday February 13, 2013

“Collaboration will shape the future of College Avenue”

Tallahassee Democrat -Appeared Monday October 15, 2012

“Tallahassee needs to tout its young talent”

Tallahassee Democrat - Appeared Sunday August 6, 2012

“From vision to reality: Midtown comes of age”

Tallahassee Democrat - Appeared Tuesday May 1, 2012

“Bridging town and gown on College Avenue gateway”

Tallahassee Democrat - Appeared Tuesday March 13, 2012

“Help KCCI build a better city, one class at a time”

Tallahassee Democrat - Appeared August 8, 2011

“Shared visions will help us build plans for the future”

Tallahassee Democrat - Appeared Tuesday February 22, 2011

“It’s time to enhance our sense of place”

Tallahassee Democrat - Appeared Sunday June 13, 2010,

REFERENCES

Hon. John E. Dailey **County Commissioner**
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee FL 32301
Tel 850 606 5363
daileyj@leoncountyfl.gov

Hon. Nancy Miller **City Commissioner**
City of Tallahassee
200 South Adams Street
Tallahassee, FL 32301
Tel 850 891 8706
Nancy.miller@talgov.com

E. Edward Murray Jr., CCIM **President / Broker / Principal**
NAI Talcor, Commercial Real Estate Services
1018 Thomasville Road, Suite 200A
Tallahassee FL 32303
tel 1 850 224 2300 ext 19
murray@talcor.com

William F. Butler, CRE **President / Founder**
Real Estate InSync
Highpoint Center, Suite 810
106 East College Avenue
Tallahassee, Florida 32301
tel 850 345 9455
will@realestateinsync.com

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Matt Thompson

Date: 11-Aug-2015

Home Phone:

Work Phone:

Email: matt@madisonsocial.com

Occupation: Restaurant Owner

Employer: Madison Social

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE FL 32308

Home Address

City/State/Zip: TALLAHASSEE FL 32308

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes

For how many years have you lived in and/or owned property in Leon County? 8.00 years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Tourist Development Council 2nd Choice:

What cultural arts organization do you represent, if any?

I do not represent any but do support Opening Nights through sponsorship.

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian

Sex: Male

Age: 37

Disabled? No

District: District 3

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

Owner of both Madison Social and Social Catering & Events where I oversee all marketing and brand experience as well as profit analysis. In the two short years Madison Social has been open, the brand has become of Tallahassee tradition through community outreach and support.

References (you must provide at least one personal reference who is not a family member):

Page 2 of 4

Name: DALE BRILL
Address: TALLAHASSEE, FL

Telephone: 8507660143

Name: DREW JONES
Address: TALLAHASSEE, FL

Telephone: 8505911474

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Matthew J Thompson

This application was electronically sent: 8/11/2015 7:38:17AM

MATTHEW THOMPSON

2017 Ellicott Dr.
Tallahassee, FL 32308
850.559.4855
matt@madisonsocial.com

EXPERIENCE

Social Catering & Events Tallahassee, FL Managing Partner

07/15- Present

- All owner responsibilities including profit and loss analysis, branding, and customer experience

Madison Social- Tallahassee, FL Managing Partner

05/12- Present

- All owner responsibilities including profit and loss analysis, branding, and customer experience

The Zimmerman Agency- Tallahassee, FL Director of Digital Strategy

09/07- Present

- **Key Client List:** Flowers Foods (makers of Nature's Own bread), Costa Del Mar, Sanderson Farms, Florida Prepaid College Fund, The Yachts of Seabourn, Tropical Smoothie Cafe, Cooper Tires, Firehouse Subs
- **Estimated Client Values:** Annual contract value of my client list exceeds \$50 million in billings
- **Primary Responsibilities:**
 - Manage 20+ person social media department that drives content marketing, community engagement, and analysis for 50 social media clients
 - Constant ideation on the ever-changing digital landscape and how it affects each client
 - Vendor relationships and negotiation of all facets of deliverables
 - Project/campaign direction, analysis, and account profitability
 - Ensuring collaboration among project team members of all disciplines

MindComet- Orlando, FL Account Manager

01/07-08/07

- **Key Client List:** ARAMARK, Covidien (formerly known as Tyco Healthcare), APM Terminals
- **Estimated Client Values:** Annual contract value of my client list exceeded \$1.5 million
- **Primary Responsibilities:**
 - Maintaining client relationships and acting as key point of contact for client communications
 - Ensuring collaboration among project team members, to produce high impact client deliverables
 - Project analysis and overall account profitability
 - Develop effective strategies for building online communities and customer loyalty
 - Create effective presentations that assist in growing revenue within strategic accounts

University of Central Florida- Orlando, FL
Instructor

08/03-12/06

- Taught various communication courses including public speaking and professional business communication
- Published in academic journals on how emerging communication channels such as blogs, wikis , and podcasts affected student learning
- Worked on Apple's initiative to bring iTunes University to campus
- Won first ever "First Year Student Advocate Award" where students selected me to have biggest impact on their Freshman year

Valencia Community College
Instructor

08/01-12/06

- Taught public speaking on multiple campuses in the Orlando area
- Responsible for all planning and execution for student success

EDUCATION

Florida State University- Tallahassee, FL

06/99-12/00

Master of Science-. Interactive Communication and New Information Technologies

Florida State University- Tallahassee, FL

08/95-05/99

Bachelor of Science- Public Relations

DIGITAL EXPERTISE & INTERESTS

Digital strategy and implementation, project management, usability and user experience, e-mail marketing, paid search, display advertising including rich media, social media and emerging platforms, web site development, analytics (Omniure, Google Analytics), mobile CRM and applications.

REFERENCES

Dale Brill- President, Florida Chamber of Commerce, 850-766-0143

Dr. Jay Rayburn- Associate Professor at Florida State University and Owner, Beacon Research, Inc., 850-644-8750

Rusty Howard- VP, Digital- The Zimmerman Agency, 850-264-8144

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"

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

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 Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" (Attachment #1).

Report and Discussion

Background:

Pursuant to Florida Statutes Section 125.5801, a county may require, by ordinance, state and national criminal history screenings for a private contractor or an employee of a private contractor, vendor, repair person or delivery person who is subject to licensing regulation by the county, or who has direct contact with individual members of the public in such a manner that the county finds that preventing unsuitable persons from having such contact is critical to security or public safety. The ordinance must require each person in such a position to undergo fingerprinting, which shall be submitted to the Florida Department of Law Enforcement (FDLE) for a state criminal history record check and to the Federal Bureau of Investigation (FBI) for a national criminal history record check.

On June 28, 2005, Leon County adopted Ordinance 05-20 setting forth its towing regulations, codified in Chapter 11, Article XIII of the Leon County Code of Laws. Since 2005, the County towing regulations have required all wrecker owners or operators to obtain a wrecker operator's identification card prior to conducting any towing services. As part of the application process, applicants must undergo a background check consisting of fingerprint-based criminal history check through the Florida Criminal Information Center (FDLE) and the National Criminal Information Computer (FBI) and a driver's license history check. Additionally, a wrecker owner or operator must undergo the same criminal history checks on an annual basis to renew his or her wrecker operator's identification card. The Sheriff's Office is responsible for issuing and renewing wrecker operator's identification cards.

Analysis:

During an audit performed by FDLE of the Sheriff's Office this year, FDLE opined that the County's towing regulations were insufficient with respect to performing fingerprint-based criminal history record checks for a civilian purpose. FDLE suggested the County amend its towing regulations to comport with Section 125.5801, Florida Statutes. The proposed ordinance (Attachment #1) would amend Section 11-336 of the Leon County Code of Laws to provide for language that would allow the Sheriff's Office to utilize the Florida Criminal Information Center (FDLE) and the National Criminal Information Computer (FBI) to perform the fingerprint-based criminal history checks of wrecker owners or operators. Additionally, minor amendments are proposed to correct scrivener's errors within Section 11-336. The proposed ordinance has been reviewed and approved by FDLE and the FBI.

Title: First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"

October 13, 2015

Page 3

Options:

1. Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" (Attachment #1).
2. Conduct the first and only Public Hearing and do not adopt the proposed Ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services."
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Notice of Public Hearing

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11, ARTICLE XIII ENTITLED “TOWING SERVICES” OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 11-336, WRECKER OPERATOR’S IDENTIFICATION CARD, RENEWAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 11, Article XIII of the Code of Laws of Leon County regulates and licenses towing establishments and towing wrecker operators in Leon County; and

WHEREAS, Section 125.5801, Florida Statutes, authorizes a county to require, by ordinance, state and national criminal history screening for any private contractor, employee of a private contractor, vendor, repair person, or delivery person who is subject to licensing or regulation by the county; and

WHEREAS, Section 125.5801, Florida Statutes, authorizes a county to require, by ordinance, state and national criminal history screening for any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has direct contact with individual members of the public; and

WHEREAS, pursuant to Section 125.5801, Florida Statutes, a county is authorized to require, by ordinance, fingerprint-based state and national criminal history record checks through the Florida Department of Law Enforcement and Federal Bureau of Investigation; and

WHEREAS, the Board desires to amend Chapter 11, Article XIII of the Code of Laws of Leon County to comport with Section 125.5801, Florida Statutes; and

WHEREAS, the Board finds and declares that amendments to Chapter 11, Article XIII of the Code of Laws of Leon County are necessary for the security and public safety of persons who utilize towing services in Leon County;

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

Section 1. Chapter 11, Article XIII, Section 11-336 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 11-336. Wrecker operator’s identification card; renewal.

(a) No wrecker owner or operator shall conduct towing services without first having obtained a wrecker operator’s identification card from the LCSO. After satisfactory completion of the

required application process, the LCSO shall issue an identification card. Each identification card shall contain the following:

- (1) A photograph of the towing wrecker operator;
- (2) The name of the wrecker service and towing wrecker operator's first and last name; and
- (3) A control number that can be linked ~~back~~ to the driver's personal information.;

If the identification card is lost, damaged, stolen or becomes illegible, the card; shall be replaced by the LCSO.

(b) It shall be a violation of this article for the owner of any towing establishment to permit any person to be employed as a towing wrecker operator within the county unless such person has been granted an identification card to engage in consensual or non-consensual towing by the LCSO. Each identification card shall be valid for one year from date of issuance.

(c) In order to secure a towing wrecker operator identification card, an applicant shall comply with the following and provide such information on a form provided by the LCSO.

- (1) The applicant shall be at least 18 years of age.
- (2) The applicant shall possess a valid Florida driver's license for the class of towing vehicle operated and provide a photocopy to the wrecker administrator.
- (3) The applicant shall provide a copy of his/her medical certification card, if applicable.
- (4) The applicant shall be competent by reason of experience and/or training to safely operate the class of towing vehicle driven. The applicant shall be able to demonstrate his/her ability to safely operate the towing vehicle.
- (5) The applicant shall be insured by the towing establishment's insurance provider.
- (6) The applicant shall not have a prior conviction of the following:
 - a. Any felony conviction within the previous five years from the date of application/renewal if his or her civil rights have not been restored.;
 - b. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, within the previous ten years from the date of application/renewal, for a felony or first degree misdemeanor directly related to the business of towing motor vehicles.;
 - c. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, within the previous five years, of driving under the influence of alcohol, a controlled substance, or a chemical substance, to the extent that normal faculties are impaired.; ~~driving with an unlawful blood alcohol level;~~

- d. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, for a violent felony offense, sexual, or lewd and lascivious offense, regardless of the amount of time that has elapsed between the date of the application/renewal and the final disposition of the case.
 - e. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, for any felony offense(s) that the sheriff or his or her designee determines to be a threat to the safety and welfare of the public, regardless of the amount of time that has elapsed between the date of application/renewal and the final disposition of the case.
 - f. More than two traffic citations resulting from accidents within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - g. More than two convictions of first degree misdemeanor traffic crimes, including but not limited to, ~~the following:~~ reckless driving, careless driving and racing, within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - h. More than three separate incidents involving moving violations in any 12-month period within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - i. Has been classified as a habitual traffic offender (as defined by Florida Statutes) or as defined by the state where he/she previously resided within the previous five years from the date of application/renewal.
- (7) The applicant shall undergo a background check consisting of:
- a. Fingerprint-based state and national criminal history record checks through the Florida Department of Law Enforcement and Federal Bureau of Investigation in accordance with Section 125.5801, Florida Statutes; and Fingerprinting;
 - b. Driver's license history; ~~and~~
 - c. ~~Criminal history check via the Florida Criminal Information Center/National Criminal Information Computer.~~
- (d) Renewals.
- (1) The wrecker operator's identification card shall be renewed annually for operators who remain with the same towing establishment. Prior to an operator towing with a different towing establishment, the operator shall notify the LCSO towing administrator and obtain a new identification card.
- (2) Towing establishments shall be re-inspected every year.

Section 2. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 3. Severability. If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This ordinance shall have effect upon becoming law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this _____ day of October, 2015.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

BY: _____
CLERK

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

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, October 13, 2015, 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 11, ARTICLE XIII ENTITLED "TOWING SERVICES" OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 11-336, WRECKER OPERATOR'S IDENTIFICATION CARD, RENEWAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: October 2, 2015

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

October 13, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the General Commercial (C-2) Zoning District to the Commercial Parkway (CP) Zoning District

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:	Susan Poplin, Senior Planner, Land Use Division

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 the Official Zoning Map to change the zoning classification from the General Commercial (C-2) zoning district to the Commercial Parkway (CP) zoning district (Attachment #1), based upon the findings and conclusions of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon.

Report and Discussion

Background:

The change in zoning application requests a change to the Official Zoning Map from General Commercial (C-2) zoning to Commercial Parkway (CP) on 1.83 acres. The subject property is located approximately 250 feet east of Honeycutt Trail on the north side of Apalachee Parkway. The stated reason for the proposed rezoning is that with the rezoning, the 1.83 acres will have the same zoning as the parcels adjacent to the subject property to the south, east, and west, providing a cohesive zoning north and south of Apalachee Parkway. Such linear districts are appropriate and common for CP. The site currently has one 1,200 square foot structure, which previously included a retail sales site for portable buildings, an internet café, and a barbecue restaurant. The propose rezoning Ordinance and map is included as Attachment #1. An aerial map of the site is included as Attachment #2.

Historic Zoning: The 1989 Historic Zoning Atlas indicates that the historic zoning on the property was General Commercial (C-2) with a limited use site plan (LUSP) on 1.69 acres and Commercial Parkway (CP) on .27 acres. The C-2 and CP zoning district allowed a variety of retail land uses and commercial uses; however, the LUSP as adopted by County Ordinance #87-6 provided a list of principal and accessory uses to which the parcel was limited.

1985: A 1,214 square foot one-story structure was constructed on the site to accommodate a small commercial retail store. Since construction, the structure has not been significantly altered but has changed operational uses several times.

July 19, 1990: When the 1990 Tallahassee-Leon County Comprehensive Plan was adopted, the subject parcel was placed in the Mixed Use-A Future Land Use Map Category.

March 10, 1992: The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject parcel was zoned Office-Residential 2 (OR-2).

June 4, 1997: The owner sought a permitted used verification to allow 72 dwelling units and a commercial lot. No subsequent plans were proposed for residential development at this location.

October 1, 1997: The Official Zoning Map was repealed and replaced with a new map that included site-specific zoning by Ordinance #97-15. On the new Official Zoning Map, the site was zoned Office-Residential-2 (OR-2).

June 27, 2000: The property was rezoned by Ordinance #00-26 from OR-2 to Commercial 2 (C-2). That zoning has remained on the property until the present day.

July 6, 2000: the owner sought a permitted use verification to site the Tres Amigos of Tallahassee retail center. A pre-application was submitted for 14,000 square feet but no further site plans were pursued.

September 21, 2004: The owner sought a permitted use verification to site a barbecue restaurant on the parcel. A permit for the use was issued in November of 2004.

December 21, 2006: The Comprehensive Plan was amended to change the FLUM category of the subject parcel from Mixed Use A to Suburban, as a component of Comprehensive Plan reform.

January 1, 2011: The site was permitted for a 1,650 square foot restaurant and a café was sited on the property. The café offered internet gaming.

August 20, 2012: The existing internet café's permit was revoked by the County following the statutory prohibition of internet gaming.

June 9, 2015: An application was received requesting a rezoning request from the C-2 zoning district to Commercial Parkway.

Planning Commission Discussion

September 1, 2015: The Planning Commission held a public hearing on this item and voted (6-1) to recommend the Board of County Commissioners adopt the proposed Ordinance.

Analysis:

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

- 1. Comprehensive Plan.** Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located in the Suburban Future Land Use Map (FLUM) Category. According to Land Use Policy 2.2.5 (Attachment #3), it is the intent of the Suburban FLUM Category "[t]o create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The [Suburban FLUM Category] predominantly consists of single-use projects that are interconnected whenever feasible."

The proposed CP zoning district allows a variety of office, community service, and commercial land uses that will help to balance and promote the mixed-use development pattern included in the Suburban category. Specifically, the proposed rezoning will implement the “Suburban Corridor” pattern identified in Land Use Policy 2.2.5 [L] that allows residential, recreational, light infrastructure and community service, office, and commercial at a residential density of up to 16 units per acre and a non-residential intensity of up to 25,000 square feet an acre.

2. *Conformance with the Land Development Regulations.* *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

Yes. The proposed rezoning conforms to the land development requirements of the CP zoning district. In accordance with Section 10-6.649 of the Leon County Land Development Code (Attachment #4), the CP zoning district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas exhibiting “an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes.”

There is a specific requirement in Section 10-6.649 that all new CP districts have access to an arterial or major collector street. The subject site is located on Apalachee Parkway, which is a major arterial roadway. Full-movement access to an arterial road is prohibited within 330 feet of another full-movement access point or within 660 feet of a signalized intersection. There is a full-movement access located directly in front of the property that would provide east or west movement on Apalachee Parkway. Specific project-related transportation impacts will be assessed at the time a site plan is submitted for the property.

A comparison of existing and proposed uses in the C-2 and CP zoning districts is provided in Table 1, and a comparison of the allowable density and intensity is contained in Table 2.

Table 1: Comparison of Existing and Proposed Permitted Uses		
Permitted Uses	Zoning Districts	
	C-2	CP
Antique shops	X	X
Armored truck services		X
Automotive sales and rental (any kind)		X
Automotive service and repair, including car wash	X	X
Automobile—retail, parts, accessories etc.		X
Banks and other Financial Institutions	X	X
Bait and Tackle shops	X	X
Broadcast Studios		X
Building contractors and related serves		X
Camera and Photography store	X	X
Cemeteries		X
Cocktail lounges and bars	X	X
Commercial kennels		X
Community Facilities including libraries, religious facilities, Vocational schools, police/fire stations and charitable donation stations, Others facilities in accordance with Section 10-6.806	X ¹	X
Community Facilities elementary, middle and vocational		X
Day care center	X	X
Golf Courses		X
Gift, novelty and souvenir shops	X	X
Hotels and Motels, including bed and breakfast		X
Indoor amusements (bowling, billiards, skating, etc.)	X	X
Indoor theatres (including amphitheaters)	X	X
Laundromats, laundry and dry-cleaning pick up stations	X	
Lawn or tree removal services		X
Mailing services	X	X
Medical and dental offices, labs and clinics	X	X
Manufactured homes sales lots		X
Mortuaries	X	X
Motor vehicle fuel sales	X	X
Motor vehicle racing tracks, go carts etc.		X
Non-medical offices and services, including businesses and government	X	X
Non-store retailers	X	X
Nursing Home, including other residential care facilities	X	X
Outdoor Amusements (golf courses, batting cages, driving ranges, act.)		X
Off-Street Parking		X
Passive and active recreation	X	X
Pawn Stores		X
Personal Services (barbers, fitness clubs etc.)	X	X
Pest control services		X
Photocopying and duplication services	X	X
Printing and publishing		X
Recreational vehicle park		X
Rental and sales of dvds, video tapes and games	X	X

Table 1: Comparison of Existing and Proposed Permitted Uses		
Permitted Uses	Zoning Districts	
	C-2	CP
Rental tools, small equipment, party supplies	X	X
Repair service, non-automotive	X	X
Residential, multi-family (up to 16 units per acre)	X	X
Residential, any type, located on or above the second floor of any structure containing non-residential development on the first floor, up to 16 units per acre	X	X
Restaurants, with or without drive-in facilities	X	X
Retail bakery	X	X
Retail caskets and tombstones		X
Retail computer, video, record, electronics	X	X
Retail department, apparel, and accessory stores	X	X
Retail drug store	X	X
Retail florist	X	X
Retail food and grocery	X	X
Retail furniture, home appliances, accessories	X	X
Retail home/garden supply, hardware, nurseries	X	X
Retail jeweler	X	X
Retail needlework shop and instruction	X	X
Retail newsstand, books, greeting cards	X	X
Retail office supplies	X	X
Retail optical and medical supplies	X	X
Retail package liquors	X	X
Retail pet stores	X	X
Retail picture framing	X	X
Retail sporting goods and toys stores	X	X
Retail trophy stores	X	X
Self-moving operation		X
Retail shoes, luggage and leather products	X	X
Sign shops		X
Social, fraternal, and recreational clubs/lodges, including assembly halls	X	X
Studios for photography, music, art, drama, voice	X	X
Tailoring	X	X
Towing, wrecking and recovery service		X
Trailer sales and service		X
Veterinary service, including veterinary hospital	X	X
Warehouses, mini-warehouses, or self-storage facilities.		X
1. Includes High Schools		

Attachment #4: §10-6.649 CP Commercial Parkway; §10-6.647, C-2 General Commercial district charts

Table 2: Development Intensity Allowed by District

Zoning District	Maximum Residential Density	Maximum Non-Residential Building Size	Allowable Density for Subject Site (1.83 acres)	Allowable Non-Residential Intensity for Subject Site (1.83 acres)
CP	16 du/acre No Minimum Lot Size	25,000 sf per acre; or 200,000 square feet of commercial per parcel; storage areas within buildings not to exceed 50,000 square feet. Max. 4 stories.	29 dwelling units	45,750 sf of Commercial
C-2	8* - 16 du/acre No Minimum Lot Size *Minimum density is 8 du/acre unless constrained by concurrency or preservation/conservation features	12,500 square feet of non-residential per acre. 200,000 square feet commercial/office per C-2 district not to exceed 20 acres. Commercial and/or office uses no more than 250,000 square feet per 20 to 30 acre C-2 district. Single buildings not to exceed 50,000 square feet. Max. 3 stories.	29 dwelling units	22,875 sf of Commercial/office
Net Change in Use			+/- 0 Units	+22,875 sf of Commercial

Attachment #4: §10-6.647 General Commercial District C-2; §10-6.649 Commercial Parkway District CP

3. Changed Conditions. *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

Since the date of the existing zoning district regulations, the property has undergone a number of use transitions but has not seen any significant change to the physical structures on site. The changes in use that have occurred appear to be the result of reactions to the change in market conditions. As mentioned in the history, the subject parcel in 2000 was contemplating the development of a 14,000 square foot retail center. The retail center concept was not pursued beyond the pre-application stage.

Since then, the uses of the existing building have included a barbecue restaurant, an internet café, a portable building sales lot, and another restaurant.

4. Land Use Compatibility. *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. As indicated by Table 3, the property is adjacent to Apalachee Parkway and a Restaurant on the south, vacant property to the north, a day-care center to the west, and a single-family home to the east.

The uses in the Commercial Parkway district are similar to those in the existing the C-2 zoning. As indicated on Table 1, both the existing C-2 zoning district and the proposed CP zoning would allow the development of a variety of office, retail and multi-family land uses on the subject site adjacent to the single family properties. All potential retail, office, or multi-family development on the site would be required to meet site plan requirements for services and buffers to address adjacent uses.

5. School Considerations. *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

Table 3: Surrounding Zoning and Land Use				
Area	Zoning	Land Use	Physical Use	Comments
Subject Parcel	C-2	Suburban	Unimproved access road to Apalachee Parkway; single 1,200 square foot building currently vacant.	Unknown proposed use
North	OR-2 and CP	Suburban	Vacant	Appears to have the same principal owner as the subject property.
South	Roadway, CP and Rural	Suburban	Roadway and Restaurant	Subject parcel is separated from the uses to the south by a 4-lane divided highway
East	Commercial Parkway	Suburban	Single-Family Home and Vacant	Appears to have the same principal owner as the subject property.
West	OR-2 and CP	Suburban	Vacant and Daycare	Appears to have the same principal owner as the subject property.

The proposed rezoning will not have an adverse impact on school capacity (Attachment #5).

6. Other Matters. *Are there any other matters, which the Commission may deem relevant and appropriate?*

No.

Public Notification & Response:

The proposed Ordinance has been noticed and advertised in accordance with the provisions of the Leon County Code of Ordinances (Attachment #6). The Planning Department mailed 55 notices to property owners within 1,000 feet of the subject property. To date, the Planning Department has received one returned notice and no inquiries regarding the proposed rezoning.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance, amending the Official Zoning Map to change the zoning classification from General Commercial (C-2) zoning district to the Commercial Parkway (CP) zoning district (Attachment #1), based upon the findings and conclusions of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance, amending the Official Zoning Map to change the zoning classification from General Commercial (C-2) zoning district to the Commercial Parkway (CP) zoning district, based on the findings and conclusions of the Board of County Commissioners.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Ordinance/Location Map
2. Aerial Map of Subject Property.
3. Comprehensive Plan Policies
4. Land Development Regulations
5. School Impact Analysis Form
6. Legal Ad

LEON COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE C-2 GENERAL COMMERCIAL ZONING DISTRICT TO THE CP COMMERCIAL PARKWAY ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

PRZ150007: From General Commercial (C-2) to Commercial Parkway (CP)

LEGAL DESCRIPTION:

Parcel #31-01-20-004-0000 OR. 4460 Page 1745
More particularly described as follows.

Commence at the Northeast corner of Section 2, Township 1 South, Range 1 East, and run thence South along the East boundary of said Section 2, a distance of 635.60 feet to the Northeast corner of property described in Official Records book 1006, page 1790, thence run South 00 degrees 03 minutes 53 seconds East 1154.38 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 03 minutes 53 seconds East 200.00 to the Northerly right of way of U.S. 27 south, said point lying on a curve concave Southerly, thence Northwesterly along said right of way and said curve having a radius of 5829.65 through a central angle of 04 degrees 03 minutes 27 seconds for an arc distance of 412.84 feet, (the chord of said arc bears north 77 degrees 18 minutes 16 seconds West 412.76 feet) thence leaving said right of way run North 200.00 feet, thence South 77 degrees 17 minutes 51 seconds East 412.54 feet to the POINT OF BEGINNING, containing 1.83 acres, more or less.

(See Exhibit A)

SECTION 2. All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

SECTION 3. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of
Leon County, Florida, on this ____ day of _____, 2015.

LEON COUNTY, FLORIDA

Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court

By: _____

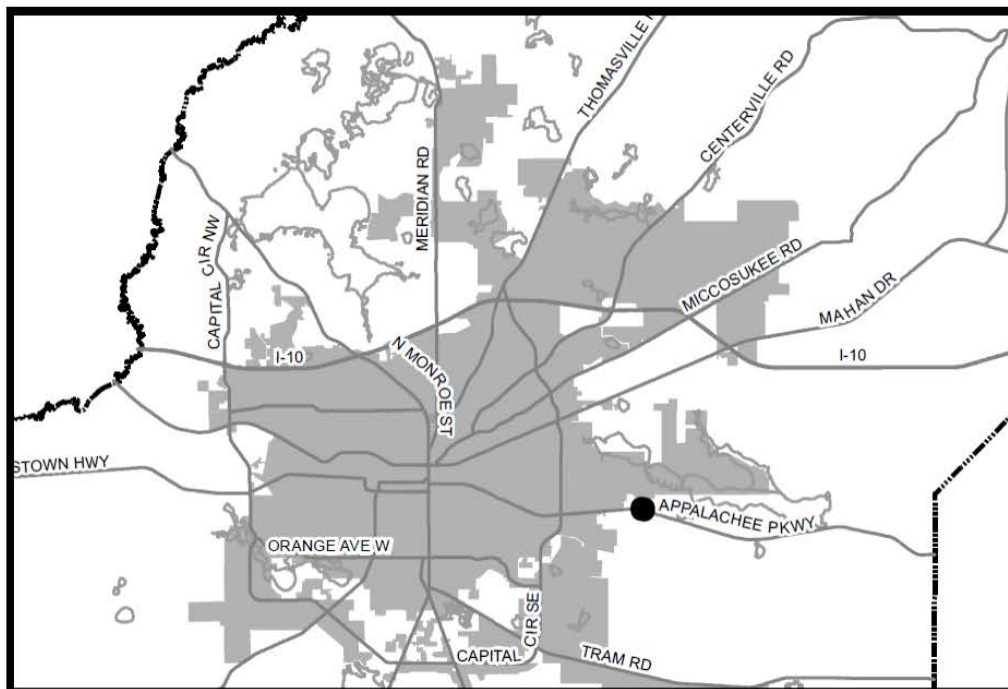
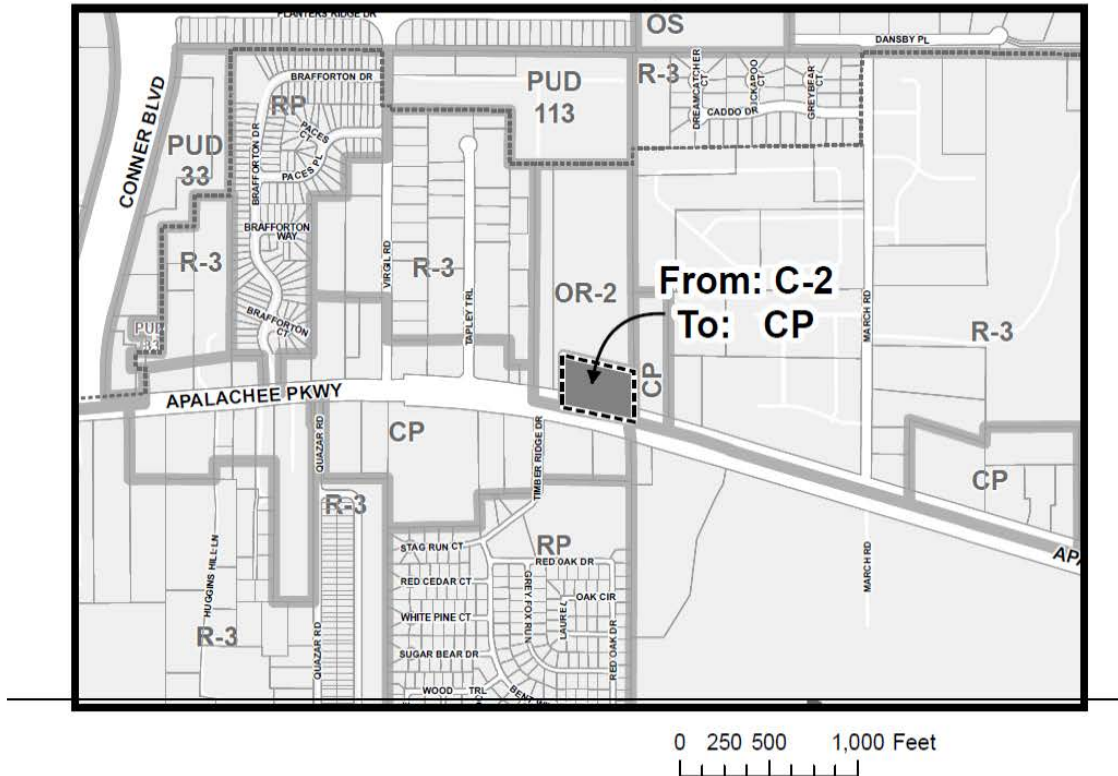
APPROVED AS TO FORM:
County Attorney's Office
Leon County, Florida

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

EXHIBIT A


Mahan Walk, LLC Rezoning

PRZ #150007



GENERAL LOCATION MAP





Final Map Output

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.



Scale:	Tallahassee/Leon County GIS
Not To Scale:	Management Information Services
Date Drawn:	Leon County Courthouse
	301 S. Monroe St. P3 Level
	Tallahassee, FL 32301
	850/606-5504
	http://www.tlogis.org



Land Use Element

Policy 2.2.5: [L]

SUBURBAN *(Effective 3/14/07)*

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Land Use

Suburban Intensity Guidelines *(Effective 3/14/07; Rev. Effective 7/14/14)*

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre ⁽⁴⁾	10,000 sq. ft. per acre	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre ⁽⁴⁾	10,000sq. ft. per acre ⁽⁵⁾	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 units/acre	20,000 sq. ft. per acre	
Medium Density Residential Office	Residential, Office, Ancillary 1 st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post Secondary Schools	8 to 20 units/acre	20,000 sq.ft. per acre ⁽⁶⁾	
Village Center	Residential, Office, Commercial up to 50,000 sq ft, maximum business size. Centers shall not be located closer than 1/4 mile to another village center or commercial development including more than 20,000 sq ft of floor area.	8 to 16 units/acre	12,500 sq.ft. per acre per parcel for center 20 acres or less ⁽⁷⁾	35-50%
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 units/acre ⁽³⁾	Up to 20,000 sq ft/acre ⁽³⁾	
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 units/acre	Up to 25,000 sq ft/acre ⁽⁸⁾	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 units/acre ⁽¹⁾	80,000 sq ft/acre ⁽²⁾	
Business Park	Office, Residential and Commercial,	Up to 16 units/acre	20,000 sq ft/acre	5-10%
Light Industrial	Office, Commercial up to 10,000 sq ft per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post Secondary Schools and ancillary residential	1 unit / development	20,000 sq ft /acre ⁽⁹⁾	

Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in

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Land Use Element

category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Section 10-6.647. C-2 General Commercial district.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The C-2 district is intended to be located in areas designated Bradfordville Mixed Use, Suburban or Woodville Rural Community on the Future Land Use Map of the Comprehensive Plan shall apply to areas with direct access to major collector or arterial roadways located within convenient traveling distance to several neighborhoods, wherein small groups of retail commercial, professional, office, community and recreational facilities and other convenience commercial activities are permitted in order to provide goods and services that people frequently use in close proximity to their homes. The C-2 district is not intended to accommodate large scale commercial or service activities or other types of more intensive commercial activity. The maximum gross density allowed for new residential development in the C-2 district is 16 dwelling units per acre, with a minimum gross density of 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum density. The residential uses are required to be located on the second floor or above a building containing commercial or office uses on the first floor. Mixed use projects in the C-2 district are encouraged, but are not required. In order to maintain compact and non-linear characteristics, C-2 districts shall not be located closer than ¼ mile to other C-2 or C-1 districts or to parcels of land containing commercial developments including more than 20,000 gross square feet of floor area and shall not exceed 30 acres in size.	(1) Antique shops. (2) Automotive service and repair, including car wash. (3) Bait and tackle shops. (4) Banks and other financial institutions. (5) Camera and photographic stores. (6) Cocktail lounges and bars. (7) Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations, and high schools. Elementary schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (8) Day care centers. (9) Gift, novelty, and souvenir shops. (10) Indoor amusements (bowling, billiards, skating, etc.). (11) Indoor theaters (including amphitheaters). (12) Laundromats, laundry and dry cleaning pick-up stations. (13) Mailing services. (14) Medical and dental offices, services, laboratories, and clinics. (15) Motor vehicle fuel sales. (16) Non-medical offices and services, including business and government offices and services. (17) Non-store retailers. (18) Passive and active recreational facilities. (19) Personal services (barber shops, fitness clubs etc.). (20) Photocopying and duplicating services. (21) Rental and sales of dvds, video tapes and games. (22) Rental of tools, small equipment, or party supplies. (23) Repair services, non-automotive.	(24) Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor. (25) Restaurants, with or without drive-in facilities. (26) Retail bakeries. (27) Retail computer, video, record, and other electronics. (28) Retail department, apparel, and accessory stores. (29) Retail drug store. (30) Retail florist. (31) Retail food and grocery. (32) Retail furniture, home appliances, accessories. (33) Retail home/garden supply, hardware and nurseries. (34) Retail jewelry store. (35) Retail needlework shops and instruction. (36) Retail newsstand, books, greeting cards. (37) Retail office supplies. (38) Retail optical and medical supplies. (39) Retail package liquors. (40) Retail pet stores. (41) Retail picture framing. (42) Retail sporting goods, toys. (43) Retail trophy store. (44) Shoes, luggage, and leather goods. (45) Social, fraternal and recreational clubs and lodges, including assembly halls. (46) Studios for photography, music, art, dance, and voice. (47) Tailoring. (48) Veterinary services, including veterinary hospitals. (49) 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.	(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.
FOR DEVELOPMENT STANDARDS REFER TO PAGE 2 OF 2			

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	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 Use	none	none	none	25 feet	15 feet on each side	25 feet	10 feet	Except for properties within the Woodville Rural Community, 12,500 square feet of non-residential gross building floor area per acre and commercial and/or office uses not to exceed 200,000 square feet of gross building floor area for each district containing 20 acres or less. 12,500 square feet of non-residential gross building floor area per acre and commercial and/or office uses not to exceed a maximum of 250,000 square feet of non-residential gross building area per district for districts containing more than 20 acres to 30 acres. Individual buildings may not exceed 50,000 gross square feet. Within the Woodville Rural Community, 12,500 square feet of non-residential gross building area per acre and commercial uses not to exceed 50,000 square feet of gross building floor area per parcel.	3 stories
7. Street Vehicular Access Restrictions: Properties in the C-2 zoning district shall be located on a major collector or arterial street, but may have additional vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential 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, , and RP.									

- GENERAL NOTES:**
- 1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and inside the Urban Services Area non-residential development is limited to a maximum of 2,500 square feet of building area. Inside the Urban Services 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.).

Section 10-6.649. CP Commercial Parkway District

1. District Intent	PERMITTED USES		
	2. Principal Uses	3. Accessory Uses	
<p>The CP district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas exhibiting an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes. The CP district is characterized by a linear pattern of development. The access management standards set forth in the CP district addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and to promote smooth and safe traffic flow of the general traveling public.</p> <p>To encourage the benefits from mixed use development where residences are located in close proximity to the office and commercial uses allowed within the district including convenience and opportunity for residents and improved market access for business establishments, medium density multi-family residential development up to a maximum of 16 dwelling units per acre is allowed.</p> <p>Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments in the CP district that share parking facilities, have parking structures and/or have high floor area ratios are encouraged in the CP district.</p> <p>The principles of traditional neighborhood developments are encouraged, though not required.</p> <p>New CP districts in the Suburban FLUM category shall have access to arterial or major collector streets.</p>	<p>(1) Antique shops.</p> <p>(2) Armored truck services.</p> <p>(3) Automotive sales and rental (includes any type of motor vehicle including boats and motorcycles).</p> <p>(4) Automotive service and repair, including car wash.</p> <p>(5) Automotive--retail, parts, accessories, fires, etc.</p> <p>(6) Bait and tackle shops.</p> <p>(7) Banks and other financial institutions.</p> <p>(8) Broadcasting studios.</p> <p>(9) Building contractors and related services, without outdoor storage.</p> <p>(10) Camera and photographic stores.</p> <p>(10) Cemeteries.</p> <p>(11) Cocktail lounges and bars.</p> <p>(12) Commercial kennels.</p> <p>(13) Community facilities, including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-10-6.806.</p> <p>(15) Day care centers.</p> <p>(16) Gift, novelty, and souvenir stores.</p> <p>(17) Golf courses.</p> <p>(18) Hotels and motels, including bed and breakfast inns.</p> <p>(19) Indoor amusements (bowling, billiards, skating, etc.).</p> <p>(20) Indoor theaters (including amphitheaters).</p> <p>(21) Laundromats, laundry and dry-cleaning pickup stations.</p> <p>(22) Lawn or tree removal services.</p> <p>(23) Mailing services.</p> <p>(24) Medical and dental offices, services, laboratories, and clinics.</p> <p>(25) Manufactured home sales lots.</p> <p>(26) Mortuaries.</p> <p>(27) Motor vehicle fuel sales.</p> <p>(28) Motor vehicle racing tracks, go-carts, etc.</p>	<p>(29) Nonmedical offices and services, including business and government offices and services.</p> <p>(30) Nonstore retailers.</p> <p>(31) Nursing homes and residential care facilities.</p> <p>(32) Off-street parking facilities.</p> <p>(33) Outdoor amusements (golf courses, batting cages, driving ranges, etc.)</p> <p>(34) Passive and active recreational facilities.</p> <p>(35) Pawnshops.</p> <p>(36) Personal services (barber shops, fitness clubs, etc.).</p> <p>(37) Pest control services.</p> <p>(38) Photocopying and duplicating services.</p> <p>(39) Printing and publishing.</p> <p>(40) Recreational vehicle park.</p> <p>(41) Rental and sales of dvds, video tapes and games.</p> <p>(42) Rental of tools, small equipment, or party supplies.</p> <p>(43) Repair services, nonautomotive.</p> <p>(44) Residential, multi-family, up to a maximum of 16 dwelling units per acre.</p> <p>(45) Residential, any type, provided it is located on or above the 2nd floor of a structure containing non-residential development on the first floor, up to a maximum of 16 dwelling units per acre.</p> <p>(46) Restaurants, with or without drive-in facilities.</p> <p>(47) Retail bakeries.</p> <p>(48) Retail caskets and tombstones.</p> <p>(49) Retail computer, video, record, and other electronics.</p> <p>(50) Retail department, apparel, and accessory stores.</p> <p>(51) Retail drug store.</p> <p>(52) Retail florist.</p> <p>(53) Retail food and grocery.</p> <p>(54) Retail furniture, home appliances and accessories.</p> <p>(55) Retail home/garden supply, hardware and nurseries.</p> <p>(56) Retail jewelry stores.</p> <p>(57) Retail needlework and instruction.</p> <p>(58) Retail newsstand, books, greeting cards.</p> <p>(59) Retail office supplies.</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 land use administrator.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.</p>

				PERMITTED USES							
				2. Principal Uses				3. Accessory Uses			
				(60) Retail optical and medical supplies. (61) Retail package liquors. (62) Retail pet stores. (63) Retail picture framing. (64) Retail sporting goods, toy stores (65) Retail trophy stores. (66) Self-moving operation. (67) Retail shoes, luggage, and leather products. (68) Sign shops. (69) Social, fraternal and recreational clubs and lodges, including assembly halls. (70) Studios for photography, music, art, drama, voice. (71) Tailoring. (72) Towing, wrecking, and recovery services. (73) Trailer sales and service. (74) Veterinary services, including veterinary hospitals. (75) Warehouses, mini-warehouses, or self-storage facilities. (76) Other uses which, in the opinion of the land use administrator, are of a similar and compatible nature to those uses described in this district and provided the use is not specifically permitted in another zoning district.						(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 land use administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.	
DEVELOPMENT STANDARDS											
4. Minimum Lot or Site Size				5. Minimum Building Setbacks				6. Maximum Building Restrictions			
Use Category	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		
Any Permitted Principal Non-Residential Use	none	none	none	25 feet	none	25 feet	10 feet	25,000 s.f. of building floor area per acre and commercial uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for storage areas with buildings.	4 stories		

DEVELOPMENT STANDARDS (continued from page 1 of 2)
<p>7. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p> <p>Capital Circle from Centerville clockwise to I-10</p> <p>Driveway access to Capital Circle from Centerville Road in the northeast to I-10 in the northwest is prohibited except for:</p> <p>a) Existing driveway access as of December 31, 1995;</p> <p>b) A single driveway access for properties in existence before December 31, 1995 which have sole access to Capital Circle and do not have other street access; and</p> <p>c) Temporary driveway access which may be permitted for properties which establish permanent access to another public street and grant the City or County the right to close the temporary access without compensation upon conversion of Capital Circle to a limited access or controlled access roadway.</p> <p>All Arterials and Major Collectors: Full movement access to an arterial or major collector shall not be permitted closer than 330 feet to another full movement access point, nor within 660 feet of a signalized intersection. Right-in/right-out access to an arterial or major collector shall not be permitted closer than 330 feet to another access point, nor within 100 feet of a signalized intersection, except properties with sole access to an arterial or major collector are permitted at least one right-in/right-out access point. Properties with 660 feet or more of arterial and major collector frontage may be permitted multiple accesses to a single street based upon a traffic safety and capacity evaluation. All development fronting on an arterial or major collector shall record a joint access and cross easement benefiting adjoining properties fronting on the same arterial or major collector.</p> <p>Minor Collectors</p> <p>Full movement access to a minor collector shall not be permitted closer than 200 feet to another full movement access point, nor within 400 feet of a signalized intersection. Right-in/right-out access to a minor collector shall not be permitted closer than 100 feet to another access point, nor within 200 feet of a signalized intersection.</p> <p>Local Streets</p> <p>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.</p>
<p>8. Street Vehicular Access Restrictions: Properties in the CP 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 directly across from where the vehicular access point is proposed: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.</p>
<p>9. Additional Criteria for Charitable Donation Stations: Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A “charitable donation station” is considered a community service/facility regulated by Section 10-6.806 of these regulations.</p>

- GENERAL NOTES:**
- If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is 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.**
 - Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.**
 - Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parts, etc.).**


SCHOOL IMPACT ANALYSIS FORM

Agent Name: DEC Engineering, Inc. – Mike Latimer Applicant Name: Mahan Walk LLC Address: 4178 Apalachee Pkwy Tallahassee, FL	Date: 05-08-15 Telephone: 850-385-5288 Fax: 850-386-7586 Email: decmike@nettally.com												
① Location of the proposed Comprehensive Plan Amendment or Rezoning: <i>Tax ID #:</i> 3102200040000 <i>Property address:</i> 4176 Apalachee Pkwy <i>Related Application(s):</i>													
② Type of requested change (check one): <input type="checkbox"/> Comprehensive plan land use amendment that permits residential development. <input checked="" type="checkbox"/> Rezoning that permits residential development. <input type="checkbox"/> Nonresidential land use amendment adjacent to existing residential development. <input type="checkbox"/> Nonresidential rezoning adjacent to existing residential development.*													
③ Proposed change in Future Land Use or Zoning classification: <input type="checkbox"/> <i>Comprehensive plan land use</i> From: _____ To: _____ <input checked="" type="checkbox"/> <i>Zoning</i> From: <u>C2</u> To: <u>CP</u>													
Planning Department staff use only:													
④ Maximum potential number of dwelling units permitted by the request: <i>Number of dwelling units:</i> <u>16 dwelling units per acre/1.83 acres = 29 units</u> <i>Type(s) of dwelling units:</i> _____													
Leon County Schools staff use only:													
⑤ School concurrency service areas (attendance zones) in which property is located. <div style="background-color: yellow; padding: 2px; border: 1px solid black;"> *** Not official until approved by the School Board - Scheduled for 9/29/15 meeting. </div> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Elementary: Apalachee</th> <th style="text-align: center;">Middle: Fairview</th> <th style="text-align: center;">High: Lincoln</th> </tr> </thead> <tbody> <tr> <td>Present capacity</td> <td style="text-align: center;"><u>176</u></td> <td style="text-align: center;"><u>41</u></td> <td style="text-align: center;"><u>210</u></td> </tr> <tr> <td>Post Development capacity</td> <td style="text-align: center;"><u>170</u></td> <td style="text-align: center;"><u>39</u></td> <td style="text-align: center;"><u>207</u></td> </tr> </tbody> </table> <ul style="list-style-type: none"> 1.83 acres = 29 units Calculation based on maximum possible students (single family < 1000 base square feet) 			Elementary: Apalachee	Middle: Fairview	High: Lincoln	Present capacity	<u>176</u>	<u>41</u>	<u>210</u>	Post Development capacity	<u>170</u>	<u>39</u>	<u>207</u>
	Elementary: Apalachee	Middle: Fairview	High: Lincoln										
Present capacity	<u>176</u>	<u>41</u>	<u>210</u>										
Post Development capacity	<u>170</u>	<u>39</u>	<u>207</u>										

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.

Tallahassee Democrat 07/14/2015

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<h2>Public Hearing</h2> <p>Tallahassee-Leon County Planning Commission August 4, 2015 – 6:00 p.m. Second Floor Conference Room Frenchtown Renaissance Center 435 North Macomb Street</p> 	
<h3>REZONINGS</h3>	
1. Project Name:	Mahan Walk LLC (PRZ150007)
Ordinance No.:	15-___
Applicant:	Mahan Walk, LLC
Property Tax ID#:	31-02-20-004-0000
Project Total Area:	1.83 a.
Project Description:	From: General Commercial (C-2) To: Commercial Parkway (CP)
<i>The subject property is located approximately 250 feet east of the intersection of Homecraft Trail and Apalachee Parkway on the north side.</i>	
2. Project Name:	Arianna Airport Center PUD (PRZ150002)
Ordinance No.:	15-Z-11
Applicant:	Loan T. Nguyen
Property Tax ID#:	41-16-20-031-0000
Project Total Area:	14.26 acres ±
<p>Project Description: The application is for the rezoning from Office Residential (OR-1) to Planned Unit Development (PUD). It is estimated that approximately 2.14 acres of land will be taken as part of the new right-of-way when the Blue Print 2000 widening project occurs. This will leave 12.12 acres of developable land for the parcel. The PUD Concept Plan proposes two components. Component A consists of 5.36 acres and is modeled after the Commercial Parkway (CP) district. Component B consists of 6.76 acres and is modeled after the Light Industrial (M-1) district.</p> <p><i>The subject site is located on Capital Circle SW located east of Lake Bradford Road.</i></p>	
3. Project Name:	Benjamin's Run PUD Amendment (PRZ150008)
Ordinance No.:	15-Z-28
Applicant:	Church of Jesus Christ of Latter Day Saints
Property Tax ID#:	11-25-20-002-0000
Project Total Area:	8.03 acres ±
<p>Project Description: The application proposes to amend development standard 4.5.5 of the existing PUD to allow a ground-mounted electrical and telecommunication utility structure with a maximum height of 12' 6" above grade on parcel 8. The amendment also requires that the ground-mounted structure be screened from the public right-of-way.</p> <p><i>The subject site is located approximately 80 feet west of the southwest corner of the intersection of Buck Lake and Pedrick Roads.</i></p>	
<h3>TYPE C SITE PLAN REVIEW</h3>	
4. Project Name:	School of Arts and Sciences at the Centre Type C: Site Plan (SPR150003)
Applicant:	Tallahassee Retail Venture, LLC
Property Tax ID#:	21-24-20-206-0000
Project Total Area:	46.42 acres ±
<p>Project Description: The application proposes a site plan to allow a 35,800 sq. ft. charter school (K-8) to be located on the second floor of the existing Dillard's building in the Centre of Tallahassee (formerly known as Tallahassee Mall). The total site area is 46.4 ± acres and is located at the northeast corner of North Monroe Street and John Knox Road.</p> <p><i>The subject site is located at the northeast corner of North Monroe Street and John Knox Road.</i></p> <p>The Planning Commission will review this application at the public hearing listed above. Persons with standing may file a petition for quasi-judicial proceedings within 15 days (or 30 days for a decision on a Type C application) from the date the decision was rendered (CIR), or within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat (County), in accordance with the Bylaws of the Planning Commission and the City of Tallahassee and Leon County Land Development Codes. Copies of the Bylaws and or further information are available from the Planning Department at the Planning Department, 435 North Macomb Street, Tallahassee, FL, (905) 891-6400.</p> <p>NOTICE: PLEASE BE ADVISED that if a person decides to appeal any decision made by the Planning Commission 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 proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission does not provide or prepare such a record. See Section 286.0105, Florida Statutes</p>	