

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, July 12, 2016
3:00 P.M.**

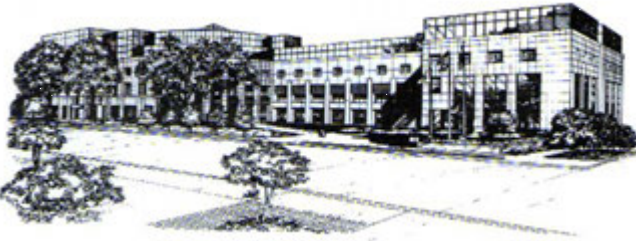
COUNTY COMMISSIONERS

Bill Proctor, Chairman
District 1

Jane Sauls
District 2

Bryan Desloge
District 4

Mary Ann Lindley
At-Large



John Dailey, Vice Chair
District 3

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 the ADA Coordinator at 850-606-5011, or Facilities Management, 850-606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service. Accommodation Request Forms are available on the website www.LeonCountyFl.gov/ADA.

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, July 12, 2016, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Lindley

AWARDS AND PRESENTATIONS

- Presentation of the 2016 Leon County Neighborhoods and Neighbor of the Year
(Chairman Bill Proctor)
- Presentation from the Sickle Cell Foundation
(Velma Stevens)

CONSENT

1. Approval of Minutes: May 24, 2016 Regular Board Meeting
(Clerk of the Court/Finance/Board Secretary)
2. Consideration of Resolution Authorizing the Capital Region Community Development District/Southwood to Exercise Certain Security Power
(County Attorney)
3. Adoption of a Proposed Amended Resolution for Appointments of Membership to the Leon County Research and Development Authority and Request to Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Nominating Committee
(County Administrator/County Administration)
4. Ratification of Commissioner Appointment to the Housing Finance Authority
(County Administrator/County Administration)
5. Adoption of Proposed New Policy, "Use of County Buildings, Lands, and Other County Facilities" and Adoption of Proposed Revised Policies: Policy No. 00-2, "Public Use of Leon County Courthouse;" Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities;" and Policy No. 01-07, "Meeting Rooms – Library"
(County Administrator/County Administration)
6. Authorization for Funding of the National Association of Counties' Fall Board Meeting
(County Administrator/County Administration)
7. Acceptance of a Status Report on Florida Bear Population Management and Related Actions by County Governments
(County Administrator/County Administration)
8. Adoption of a Resolution in Support of the Suwannee River Basin Outdoor Recreation Compact
(County Administrator/County Administration)

9. Approval of Payment of Bills and Vouchers Submitted for July 12, 2016 and Pre-Approval of Payment of Bills and Vouchers for the Period of July 13 through September 12, 2016
(County Administrator/Financial Stewardship/Management & Budget)
10. Ratification of the June 14, 2016 Fiscal Year 2017 Budget Workshop
(County Administrator/Financial Stewardship/Management & Budget)
11. Approval of Amendments to Interlocal Agreements to Effectuate the Designation of Blueprint as the County and City Economic Development Organization and Establishment of the Tallahassee/Leon County Office of Economic Vitality
(County Administrator/PLACE)
12. Acceptance of the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program Awards
(County Administrator/Tourism Development)
13. Authorization to Proceed with the Development of an Ordinance Amending the Requirements for Parking and Loading Surfaces Inside the Urban Service Area
(County Administrator/Development Support & Environmental Management/Development Services)
14. Approval of the Renewal of a License Agreement between Leon County and Big Bend Pop Warner
(County Administrator/Office of Resource Stewardship/Parks & Recreation)
15. Approval of Memorandum of Agreement with the City of Tallahassee Regarding the Transfer of Property at Buck Lake Road and Pedrick Road and Adoption of Resolution Authorizing Conveyance of a County Parcel to the City of Tallahassee
(County Administrator/Public Works/Stormwater Management)
16. Approval of Construction Agreements with the Florida Department of Transportation for the Installation of Facility Guide Signs on Mahan Drive and Fort Braden Place Name Signs on Highway 20
(County Administrator/Public Works/ Engineering Services)
17. Approval of a Joint Project Agreement with the City of Tallahassee for Utility Upgrades with the Magnolia Drive Phase 2 Multi-Use Trail Project from Pontiac Drive to Chowkeebin Nene
(County Administrator/Public Works)
18. Authorization to Submit a Formal Application and Approval of Agreement with the American Public Works Association to Pursue APWA Accreditation
(County Administrator/Public Works)
19. Approval of Budget Amendment Request to realize Revenue in the amount of \$931,000 from Marpan Recycling to cover Hauling and Disposal Costs at the Springhill Landfill
(County Administrator/Public Works)
20. Authorization to Negotiate Continuing Civil Engineering Services Agreements with Nineteen Firms
(County Administrator/Public Works)
21. Acceptance of Three Florida Department of Health Matching Grants in the Amount of \$85,556
(County Administrator/Emergency Medical Services)

22. Approval of the First Amendment and Restated Agreement for Veterans Treatment Court in the Office of Court Administration
(County Administrator/Office of Intervention and Detention Alternatives)

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

23. Acceptance of a Status Report on Solar Permitting Enhancements
(County Administrator/Development Support & Environmental Management)
24. Acceptance of Status Report on Leon County's 2016 9/11 Day of Remembrance and Service
(County Administrator/County Administration/Community & Media Relations)

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

25. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Estimated Amount of \$3,736,411 for Sidewalk and Associated Work Construction, Continuing Services
(County Administration /Public Works/Engineering Services)
26. Authorization to Negotiate for the Consultant for the Woodside Heights Wastewater Retrofit Project
(County Administrator/Public Works/Stormwater Management)
27. Acceptance of the 2016 Status Report on the Leon County Water Quality Monitoring Program
(County Administrator/Public Works/Engineering Services)
28. Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area.
(County Administrator/County Administration)
29. Designation of a Delegate to Participate in the 8 80 Cities Copenhagen Study Tour from October 3-7, 2016
(County Administrator/County Administration)
30. Approval of the Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures
(County Attorney)
31. Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts
(County Administrator/County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

32. Second and Final Public Hearing to Adopt a Proposed Ordinance Amending the Leon County Land Development Code to Allow Outdoor Sport Shooting Ranges in the Rural Zoning District
(County Administrator/Development Support & Environmental Management/Development Services)
33. First and Only Public Hearing for the Proposed Abandonment of a Portion of Orchard Pond Road
(County Administrator/County Attorney/Public Works)

SITTING AS THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT

34. Authorization to Enter into an Interlocal Agreement with the Florida Development Finance Corporation for Administration of a Residential and Commercial PACE Program and Adopt Resolution Approving Trust Indenture and Related Financing Documents for Commercial PACE Program Utilizing Ygrene
(County Administrator/County Attorney/Office of Resource Stewardship)

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 Meeting Minutes from March 10, 2016, April 14, 2016 and May 12, 2016.
- Leon County Research & Development Authority Financial Statements for years ending September 30, 2015 and 2014.

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, September 13, 2016 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

2016

JANUARY

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NOVEMBER

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DECEMBER

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PUBLIC NOTICE
2016 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 preceding the Commission meeting.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2016	Friday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 12	No Meeting	BOARD RECESS
	<i>Wednesday 13 – Friday 15</i>	<i>FAC New & Advanced County Comm. Workshop</i>	<i>Seminar 2 of 3 Gainesville; Alachua County</i>
	Monday 18	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 26	3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
February 2016	Tuesday 2	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
	<i>Wednesday 3</i>	<i>Legislative Day</i>	<i>FSU Turnbull Center; Tallahassee</i>
	Monday 8	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 9	3:00 p.m.	Regular Meeting
		1:00 – 3:00 p.m.	Workshop on Infant Mortality
	Tuesday 16	No Meeting	NO MEETING
	<i>Saturday 20 – Wednesday 24</i>	<i>NACo Legislative Conference</i>	<i>Washington, D.C.</i>
	Thursday 25	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Monday 29	3:00 – 5:00 p.m.	Intergovernmental Meeting City Commission Chambers
March 2016	Tuesday 8	1:30 p.m.	Joint City/County Workshop on Cycle 2016 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Public Hearing on a Proposed Ordinance to Amend the On-site Sewage Disposal Systems Provisions
		6:00 p.m.	Public Hearing for the Transfer of Six Small Franchise Areas from Rowe Utilities to Seminole Waterworks, Inc.
	Monday 21	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 22	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
		No Meeting	NO MEETING
April 2016	<i>Thursday 7 – Friday 8</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 12	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards
		6:00 p.m.	First & Only Public Hearing to Adopt an Ordinance to Regulate Outdoor Dog Friendly Dining Areas
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2016 -1 Comprehensive Plan Amendments
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process
	Monday 18	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 26	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
May 2016	Tuesday 10	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Section 13-58 of the Leon County Code of Laws
		6:00 p.m.	First & Only Public Hearing to Consider the Proposed Ordinance Amending Chapter 9 by Enacting a New Article VI of the Leon County Code of Laws Entitled “Human Trafficking”
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2016-1 Comprehensive Plan Amendments
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map
	Monday 30	Offices Closed	MEMORIAL DAY

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
June 2016	Tuesday 14	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First of Two Public Hearings to Consider Proposed Amendments to the Leon County Land Development Code to Allow Outdoor Sport Shooting Ranges in the Rural Zoning District
		6:00 p.m.	First and Only Public Hearing to Adopt an Ordinance Amending the Review Process for Accessory Dwelling Units
		6:00 p.m.	First and Only Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
		6:00 p.m.	First and Only Public Hearing to Adopt the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Rolls for Fire Rescue Services Assessment
		6:00 p.m.	First and Only Public Hearing to Consider the Recommended Order of the Special Master on the Site and Development Plan Application for the Residential Condominiums on Blountstown Highway
	Monday 20	9:00 a.m.	CRTPA Meeting; Wakulla Environmental Institute, 170 Preservation Way, Wakulla
		3:00 – 5:00 p.m.	Intergovernmental Agency Meeting; City Commission Chamber
	Thursday 23	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	No Meeting	NO MEETING
	<i>Tuesday 28 - Friday, July 1</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Orlando, Orange County</i>
July 2016	Monday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 12	9:00 a.m. – 12:00 p.m.	Budget Workshop <i>(if necessary)</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
		1:00 p.m. – 3:00 p.m.	Adult Civil Citation Workshop
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second and Final Public Hearing to Adopt a Proposed Ordinance Amending the Leon County Land Development Code to Allow Outdoor Sport Shooting Ranges in the Rural Zoning District
		6:00 p.m.	First and Only Public Hearing for the Proposed Abandonment of a Portion of Orchard Pond Road
	Thursday 14	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Friday 22 – Tuesday 26	NACo Annual Conference	Los Angeles County, Long Beach, California
	Tuesday 26	No Meeting	BOARD RECESS
August 2016			
	Wednesday 3 – Saturday 6	National Urban League Annual Conference	Baltimore, Maryland
	Tuesday 9	No Meeting	BOARD RECESS
	Friday 19 - Sunday 21	Chamber of Commerce Annual Conference	Amelia Island/Fernandina Beach
	Tuesday 23	No Meeting	BOARD RECESS
September 2016			
	Thursday 1	9:30 – 11:00 a.m.	Community Redevelopment Agency Special Meeting; City Commission Chambers
	Monday 5	Offices Closed	LABOR DAY HOLIDAY
	Monday 12	5:00 – 8:00 p.m.	Intergovernmental Meeting/Public Hearing City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2017*
		6:00 p.m.	<u>First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Leon County Research and Development Authority Nominating Committee</u>
	Wednesday 14- Friday 16	FAC Policy Committee Conference and County Commissioner Workshops	Hutchinson Island Martin County
	Monday 19	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2017*

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
	<i>Wednesday 21- Saturday 24</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 25- Wednesday 28</i>	<i>ICMA Annual Conference</i>	<i>Jackson County Kansas City, Missouri</i>
	Thursday 29	4:00 p.m.	Community Redevelopment Agency Meeting
		6:00 p.m.	Community Redevelopment Agency Public Hearing City Commission Chambers
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
October 2016	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Monday 17	9:00 a.m. - 1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Retreat; TBD
	Tuesday 18	1:30 – 3:00 p.m.	Workshop on the 2017 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
	Tuesday 25	3:00 p.m.	Regular Meeting
	Thursday 27	9:30 a.m.	Joint Workshop with the City Commission on Affordable Housing Issues
November 2016	Friday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 14	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) City Commission Chambers
	Monday 21	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 24	Offices Closed	THANKSGIVING DAY
	Friday 25	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	<i>Wednesday 30 – Friday, Dec. 2</i>	<i>FAC Legislative Conference</i>	<i>Buena Vista Orange County</i>
December 2016	Monday 12	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 26	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 27	No Meeting	BOARD RECESS

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 10	No Meeting	Board Recess
	Tuesday 24	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities 2016/17 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.

Canopy Roads Citizens Committee

Board of County Commissioners (3 appointments)

Community Health Coordinating Committee

Board of County Commissioners (1 appointment)

A member who represents the Big Bend Health Council

Development Support & Environmental Management Citizen's User Group

Board of County Commissioners (1 appointment)

A member who represents a business association or organization

UPCOMING EXPIRATIONS

JUNE 30, 2016

Adjustment and Appeals Board

Board of County Commissioners (1 appointment)

CareerSource Capital Region

Board of County Commissioners (1 appointment)

JULY 31, 2016

Big Bend Health Council

Board of County Commissioners (4 appointments)

Educational Facilities Authority

Board of County Commissioners (1 appointment)

Investment Oversight Committee

Board of County Commissioners (2 appointments)

SEPTEMBER 30, 2016

Affordable Housing Advisory Committee

Board of County Commissioners (11 appointments)

A member who is actively engaged in the residential home building industry in connection with affordable housing.

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

A member who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

A member who is actively engaged as an advocate for low-income persons in connection with affordable housing.

A member who is actively engaged as a for-profit provider of affordable housing.

- A member who is actively engaged as a not-for-profit provider of affordable housing.
- A member who is actively engaged as a real estate professional in connection with affordable housing.
- A member who actively serves on the local planning agency pursuant to s. 163.3174.
- A member who resides within the jurisdiction of the local governing body making the appointments.
- A member who represents employers within the jurisdiction.
- A member who represents essential services personnel, as defined in the local housing assistance plan.

Community Development Block Grant Citizens Task Force

Board of County Commissioners (1 appointment)

A member who is a low-income resident in unincorporated Leon County

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

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

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

Council on Culture and Arts

Board of County Commissioners (1 appointment)

Development Support and Environmental Management Citizens User Group

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

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

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

Housing Finance Authority (and CDBG Citizens Task Force)

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

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

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

Leon County Research and Development Authority at Innovation Park

Board of County Commissioners (3 appointments)

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

Board of County Commissioners (5 appointments)

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

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

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

OCTOBER 31, 2016

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Canopy Roads Citizens Committee

Board of County Commissioners (1 appointment)

Tourist Development Council

Board of County Commissioners (1 appointment)

DECEMBER 31, 2016

Human Services Grants Review Committee

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

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

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

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

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

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

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

Library Advisory Board

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

Tourist Development Council

Board of County Commissioners (1 appointment)

JANUARY 31, 2017

Minority, Women & Small Business Enterprise Committee

Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

FEBRUARY 28, 2017

Value Adjustment Board

Board of County Commissioners (1 appointment)

MARCH 31, 2017

Contractors Licensing and Examination Board

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

Science Advisory Committee

Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

APRIL 30, 2017

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

MAY 31, 2017

Minority, Women & Small Business Enterprise Committee

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

**Leon County
Board of County Commissioners**

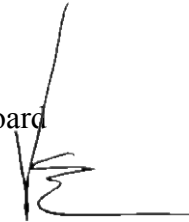
Notes for Agenda Item #1

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #1

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: May 24, 2016 Regular Meeting

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Kim Ferrell, Acting 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 May 24, 2016 Regular Meeting (Attachment #1).

Attachment:

1. May 24, 2016 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
May 24, 2016**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Bill Proctor presiding. Present were Vice Chairman John Dailey, and Commissioners Nick Maddox, Kristin Dozier, Mary Ann Lindley, 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.

Chairman Proctor called the meeting to order at 3:00 p.m.

Invocation and Pledge of Allegiance

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

Awards and Presentations

- Commissioner Dozier presented a Proclamation Honoring Local Entrepreneurs Barbara Westcott and Eunice Cofie for being chosen to compete in the national program “Project Entrepreneur Class of 2016”. Ms. Westcott and Ms. Cofie thanked the Board for the honor and encouraged it to continue to support entrepreneurs in the community.
- Commissioner Desloge presented a Proclamation supporting the goals of the North American Safe Boating Campaign (Wear It!) by declaring May 21- 27 as “National Safe Boating Week”. The Proclamation was accepted by members of the United States Coast Guard Auxiliary, who invited the public to visit www.safeboatingcampaign.org to learn more about the campaign.
- Commissioner Desloge presented a Proclamation Recognizing June as “Great Outdoors Month”. The Proclamation also encouraged County citizens to observe: National Trails Day June 4, 2016; National Fishing and Boating Week June 4-12, 2016; National Get Outdoors Day June 11, 2016, and Great American Campout June 25, 2016. Rosemary Prince, Get Outdoors Florida Chair, thanked the Board for the Proclamation and encouraged citizens to visit www.getoutdoorsflorida.org for resources, information and a listing of great events to connect with the outdoors.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Sauls to approve the Consent Agenda, with the exception of Items 7 & 8, which were pulled for further discussion. The motion carried 7-0.

1. Approval of Minutes: March 8, 2016 Joint City-County 2016 Cycle Comprehensive Plan Amendments Workshop

The Board approved Option 1: Approve the minutes of the March 8, 2016 Joint City/County 2016 Cycle Comprehensive Plan Amendments Workshop.

2. Ratification of Commissioner Appointment to the Contractors Licensing and Examination Board

The Board approved Option 1: Waive Policy No. 03-15, "Board-appointed Advisory Committees," regarding term limits, to provide for Commissioner Sauls to reappoint Stephen Hodges to the Contractors Licensing and Examination Board.

3. Approval of Payment of Bills and Vouchers Submitted for May 24, 2016 and Pre-Approval of payment of Bills and Vouchers for the period of May 25 through June 13, 2016

The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 24, 2016, and preapprove the payment of bills and vouchers for the period of May 25 through June 13, 2016.

4. Request to Schedule a Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing for Tuesday, June 14, 2016

The Board approved Option 1: Schedule a Public Hearing regarding a proposed Resolution adopting inventory list of County-owned properties appropriate for affordable housing for Tuesday June 14, 2016 at 6:00 p.m.

5. Approval of FY16-17 Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid

The Board approved Option 1: Approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid, and authorize the Chairman to execute; and, authorize the County Administrator to execute an Agreement with Department of Agriculture and Consumer Services for receiving Arthropod/Mosquito Control State Aid, in a form approved by the County Attorney.

6. Approval of the Plat of the Villas at Mahan Subdivision for Recording in the Public Records and Acceptance of a Maintenance Agreement and Surety Device

The Board approved Option 1: Approve the Plat of The Villas at Mahan Subdivision, for recording in the Public Records, contingent upon staff's final review and approval and accept the Maintenance Agreement and Surety Device.

7. Acceptance of the FY 2015/2016 Mid-Year Financial Report

Chairman Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Maddox commented on the importance of the information contained in the report and requested that in the future the item be placed under the Board's General Business agenda to include a presentation by staff.

County Administrator Long invited Scott Ross, Office of Financial Stewardship Director, to make a presentation on the report.

Mr. Ross provided an overview of the Mid-Year Financial Report noting that overall revenue and expenditures appeared to be in-line for the year and additional detail would be provided during the June 14, 2016 Budget Workshop.

Commissioner Desloge voiced his appreciation for the report and noted that while the Board receives mid and end year budget reports, the budgeting process is an ongoing annual process.

Chairman Proctor asked for clarification regarding the \$2.3 million projected increase in the public services tax. Mr. Ross explained that the additional public services tax collection is the result of two specific factors: 1) The City of Tallahassee determined it had incorrectly overpaid \$2.1 million on the electric portion of the tax for the past three years. The payback began in March 2013 and ended March 2016 and 2) Talquin Electric has changed the methodology used for calculating the tax. Chairman Proctor established that the additional revenue is slated for capital projects in the unincorporated area.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept the FY 2015/2016 Mid-Year Financial Report. The motion carried 7-0.

8. Acceptance of Status Report on Needs Assessment for Healthcare Facilities and Services in the West Region of Leon County

Chairman Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item. He recalled that the Board had at its January 26, 2016 meeting requested staff review the services and facility locations of the Florida Department of Health in Leon County to determine if there was a need to establish an additional primary care facility to serve citizens residing in the west region of the County. He invited Eryn Calabro, Office of Human Services & Community Partnerships Director to make a presentation on the report.

Ms. Calabro provided an overview of the report noting that the report included a review of partner agencies such as Bond and Neighborhood Medical Center. In conclusion she submitted that the array of primary health care services offered to County residents was sufficient at this time.

Chairman Proctor commented that the report did not give him the assurance that citizens of that region had sufficient access to health care.

Commissioner Lindley mentioned that the Department of Health-Leon County had recently conducted a community-wide Community Health Assessment, which included questions about health care providers and access to care. She confirmed with Claudia Blackburn, Leon County Health Department Director, that a series of community meetings would be held in the near future whereby an expanded version of the assessment findings would be shared.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept Status Report on Needs Assessment for Healthcare Facilities and Services in the West Region of Leon County. The motion carried 7-0.

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

- Margaret Franklin, District 2 resident, appeared before the Board to address the recent tragic accident resulting in three fatalities at Coe Landing. She commended both County Administrator Long for his quick directive for inspections of all Leon County public boat landings and Chairman Proctor for his call for a review of safety precaution measures to determine if additional safety features was needed. She also thanked Commissioner Sauls for her advocacy on behalf of District 2 residents. Ms. Franklin recommended the County conduct periodic reviews and recommended that consideration be given to the addition of speed bumps and illuminating signs.
 - Commissioner Desloge stated that he would under his Commissioner Discussion time request a Proclamation to recognize the grandfather and grandson who assisted in the rescue of one of the occupants of the vehicle.
 - Chairman Proctor thanked Ms. Franklin for her comments and stated that many of her concerns would be addressed in an upcoming report from County Administrator Long. He expressed on behalf of the Board condolences to the families affected by the tragedy.

General Business

9. Acceptance of the Comprehensive Plan Update – Preliminary Assessment of Community Values

County Administrator Long introduced the item. He noted that the values included in the agenda item are intended to serve as a beginning point for the discussion and not a final list of community values. He then invited Barry Wilcox, Division Manager, Tallahassee-Leon County Planning Department, to provide a presentation to the Board.

Mr. Wilcox provided a brief overview of the agenda item. He recalled that staff was directed at the April 12, 2016 Joint City-County Transmittal Public Hearing to bring back a preliminary analysis of community values prior to seeking public input. The preliminary community values offered were:

- **Equity** - The community values fairness and equity in providing services, safety, housing opportunities, economic opportunities, and other elements that contribute to a high quality of life for all residents.
- **Livability** – The community values fostering a sustainable built environment that offers vibrant urban activity centers and green places for living, working, and recreating.
- **Preservation of Natural Areas** – The community values the preservation of natural areas, including areas used for agriculture, silviculture, natural resource-based activities, preservation of natural systems and ecosystem functions, and protection of scenic vistas and pastoral development patterns.
- **Economic Diversity** – The community values growing the local economy promoting innovation, expanding access to training and job opportunities, incubating local businesses, and attracting new businesses.
- **Transportation Choices** – The community values mobility and transportation options that allow residents to make choices about how they travel through the provision of a network of roadways, trails, sidewalks, bicycle facilities, and transit service.
- **Healthy Communities** – The community values access to recreational opportunities, healthy food, and health services. The community values environmental justice and safe neighborhoods.

- **Regionalism** – The community values the role the City of Tallahassee and Leon County serve in the larger region, and values the importance of context and scale when making decisions at the neighborhood, sector, city, county, and regional level.

Mr. Wilcox provided additional information on the proposed next steps, which included additional community outreach, focus groups and workshops with the local planning agency and indicated that staff would bring updated community values and public participation strategy to both City and County Commissions.

Commissioner Maddox inquired about the inclusion of regionalism as a value or principle as he deemed this an area of importance for future growth. Mr. Wilcox explained that regionalism is incorporated into several of the preliminary community values such as Livability and Stewardship.

Commissioner Dozier thanked staff for their efforts and requested a copy of the power point presentation. She also expressed appreciation for staff's increased community outreach and stressed the need for both the City and County Commissions to be kept informed throughout the process to ensure that the end product is representative of the intent of both governing bodies.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Accept the draft Preliminary Assessment of Community Values report as may be amended by the Board, and 2) direct staff to prepare a future agenda item outlining a public participation strategy to gain input on community values.

Chairman Proctor referenced the list of Preliminary Principles as offered by staff and requested that a word other than "separation" be used when referring to "Maintain the separation of rural and urban areas". He also suggested that topics such as child-friendliness and public safety be considered an additional community value.

Commissioner Maddox asked if there would be any future conversations regarding the development of "town centers" in rural areas such as Miccosukee, Ft. Braden, and Woodville. Mr. Wilcox responded that staff is consistently looking for ways to bolster and make rural communities more vibrant.

The motion carried 7-0.

10. Acceptance of the STAGE Committee's Programming Strategy to Utilize the BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater

County Administrator Long introduced the item. He recalled that the Board had, at its December 2015 Retreat, directed staff to develop a plan to utilize a portion of the funds from the BP oil spill settlement to support marquee events at the amphitheater. He invited Lee Daniel, Tourism Development Council Director, to make presentation to the Board.

Mr. Daniel provided an overview of the STAGE Committee's programming strategy to utilize the settlement funds and updated the Board on upcoming signature events.

Chairman Proctor asked for clarification regarding the authorized use of the BP settlement funds. County Administrator Long responded that the damages to the community were primarily to tourist perception rather than environmental damages; which is why the funds are being spent on events that promote tourism in the area.

County Attorney Thiele added that there were no restrictions placed on the use of the settlement funds.

Commissioner Maddox stated that he appreciated the diversity of events and was excited about the upcoming Jazz & Blues Festival.

Commissioner Lindley expressed her appreciation for the efforts to make event tickets more affordable and felt weatherproofing the amphitheater was a wise expenditure of the BP funds.

Commissioner Dozier asked for a status update on the weatherization of the Amphitheater. Ben Pingree, PLACE Director, explained that the design process is moving forward. County Administrator Long added that an agenda item would be brought back to the Board prior to the issues being brought to the IA for consideration.

Commissioner Dozier also commented on the quality of new and ongoing festivals and asked that TDC marketing efforts draw on the momentum of these events.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept the STAGE Committee's programming strategy to utilize up the \$40,000 of the BP settlement funds, per event, to enhance community festivals approved for signature event funding through marquee concerts featuring well-known headlining artists that may otherwise be viewed as cost prohibitive and approve the resolution and budget amendment realizing the BP settlement funds.

Chairman Proctor stressed the importance of not competing with the amphitheater located in The Centre of Tallahassee and asked if staff is engaging in conversations to avoid future scheduling conflicts. Mr. Daniel stated that staff is currently engaged in discussions regarding the coordination of event dates for the Civic Center and the amphitheater located in The Centre of Tallahassee. He added that representatives from The Centre of Tallahassee have been invited to attend the next TDC meeting to provide an update of their scheduled activities. Chairman Proctor asked that the Board be informed of the outcome of that meeting.

The motion carried 7-0.

11. Acceptance of Status Report on the Community Human Service Partnership

County Administrator Long introduced the item. He recalled that the Board had at its December Retreat approved a series of recommendations with regard to the Community Human Service Partnership (CHSP) process and directed staff to engage the County's partners at the City and United Way, as needed, for concurrence and implementation. The item also requested direction to prepare a restated Memorandum of Understanding (MOU) with partners to memorialize the collaborative modifications that have been implemented to enhance the CHSP process over the years.

Speaker:

- Jackie Malone, 6010 Rich Farm Road, Executive Director, Brehon Family Services, & Incoming President of United Partners for Human Services. Speaking on behalf of UPHS, stated that UPHS concurs with staff's recommendations and asked that the UPHS Executive Director continue to serve as an ex officio member of the CHSP Oversight & Process Improvement Committee. She also asked that the Board consider having the UPHS Executive Director serve as staff support for the Committee.

Chairman Proctor asked for clarification regarding interruptions in funding and the 7.5% rule. County Administrator Long explained that the proposed revision would prevent agencies that encounter a one-year interruption in funding from being designated as a “new agency” with a 7.5% funding limitation in next year’s CHSP funding cycle. Chairman Proctor then established with County Administrator Long that the restated MOU would not affect the funding formula as discussed at the Board’s Budget Workshop.

Commissioner Dozier thanked staff for their efforts in addressing issues in the funding process and expressed enthusiasm for the proposed revisions. She suggested that Option 3, be amended to include an annual meeting of the three governing boards (County, City and United Way) in which the Committee would present an annual report on issues and trends related to the CHSP process. Additionally, she suggested that the MOU contemplate that the Oversight & Process Improvement Committee solicit annual reports from entities such as the Commission on the Status of Women and Girls.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, to approve Options 1, 2, and 3, as amended: 1) Accept the status report on Community Human Service Partnership; 2) Approve the proposed revisions to Policy No. 01-04, “Human Services Grant Review Committee,” eliminating the Joint Planning Board, and 3) Direct staff to prepare a restated Memorandum of Understanding with the City of Tallahassee and the United Way of the Big Bend for the Community Human Service Partnership, in a form to be approved by the County Attorney, and include an annual report to the three governing bodies on issues and trends related to the CHSP process and receipt of an annual report to the Oversight & Process Improvement Committee from entities such as the Commission on the Status of Women and Girls.

The motion as amended carried 7-0.

12. Acceptance of Status Report on Local Mental Health Treatment Services and Gap Analysis

County Administrator Long introduced the item. He introduced Ken Morris, Assistant County Administrator, to present to the Board.

Mr. Morris reviewed the findings of the report on local mental health treatment services and gap analysis as well as the recommendations within the item. He noted that the data was collected from the 18-county region and the County outperformed the other counties in several areas.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Options 1, 2 & 3: 1) Accept status report on local mental health treatment services and gap analysis; 2) Direct staff to include The Apalachee Center Inc.’s \$1.0 million funding request for eight short-term residential treatment beds in the Board’s 2017 Legislative Priorities, and 3) Direct staff to request the Florida Association of Counties to consider adopting a legislative priority that would provide greater funding flexibility to state behavioral health management entities and their provider networks.

Chairman Proctor expressed appreciation for staff’s work on the report and reflected on the importance of addressing the issues related to mental health treatment. He asked that mental health treatment services be offered as a future legislative priority.

Commissioner Lindley commented on the information in the report and noted that an important area needing to be addressed was a patient's access to medication once released.

The motion carried 7-0.

13. Acceptance of the 2016 Florida Legislative Session Final Report, Consideration of Lobbying Service Contracts and Request to Schedule the Board Workshop on the 2017 State and Federal Legislative Priorities for Tuesday, October 18, 2016 from 1:30 - 3:00 p.m.

County Administrator Long introduced the item.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Accept the 2016 Florida Legislative Session Final Report, and 2) Schedule the Board Workshop on the 2017 State and Federal Legislative Priorities for Tuesday, October 18, 2016 from 1:30 - 3:00p.m. The motion carried 7-0.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 3: Authorize the County Administrator to renew the existing contract for state lobbying services with Capitol Alliance Group, in a form approved by the County, for \$70,000 annually for a period of three years with two additional one-year options to extend.

Commissioner Lindley submitted that Capitol Alliance staff works with the County year-round on issues of importance and thanked the team for its efforts to secure \$100,000 in funding for Leon Works. She noted the institutional knowledge of Capitol Alliance and remarked on the legislative successes in spite of the current economic and political climate.

Commissioner Desloge commented that Jeff Sharkey's regular involvement in and contributions to the County's Legislative Dialogue meetings have been instrumental in assuring continuity of legislative priorities amongst the County's partners.

Commissioner Dozier stated that while she agreed with fellow Commissioners in their praise for Capitol Alliance Group would not be supporting the motion on the table. She shared that she is a proponent of the RFP process and wanted to stay consistent with previous votes. Commissioner Dozier added that she hoped that both current state and federal lobbyist would participate in the bid process and looked forward to working with both firms in the future.

Chairman Proctor asked that Capitol Alliance Group continue to work to secure a meeting with Governor Scott. He conveyed that a meeting was warranted to share the sentiments of the County's government and voice concerns particularly on the issue of "payment in lieu of". He stated that he intended to write his own letter expressing his disappointment and frustration in the Governor's reluctance to schedule some time to meet with local government representatives.

The motion carried 6-1 (Commissioner Dozier in opposition).

Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 6: Authorize staff to issue a request for proposals for federal lobbying services for the 2017 legislative session.

Commissioner Dailey stated that the federal contract for lobbying services has been “in good hands”, but the County’s relationship with Squire Patton Boggs has spanned over 15 years, and in line with good governance it was appropriate time to issue an RFP.

Commissioner Desloge asked if the timeline for issuing the RFP for federal lobbying services would need to take into account the upcoming presidential election. County Administrator Long indicated that the election should not have an impact on the RFP process.

Commissioner Dailey appreciated Commissioner Desloge’s comments and asked that staff be mindful of the timing of the RFP.

There was some discussion regarding the possibility of extending the contract. County Attorney Thiele confirmed that the Board does have the option to extend the current contract temporarily.

County Administrator Long advised that issuing the RFP sooner rather than later would be preferable and that any firm on the federal level who responds to the bid would have a good representation from both sides of the aisle on their team.

The motion carried 7-0.

Chairman Proctor announced that the Board has concluded its General Business agenda and the Board entered into Commissioner Discussion items.

Chairman Proctor reconvened the Board at 6:00 p.m. and conducted the following public hearings.

SCHEDULED PUBLIC HEARINGS

14. County Adoption Public Hearing on the 2016 Cycle Comprehensive Plan Amendments

County Administrator Long announced the public hearing.

Barry Wilcox, Division Manager, Tallahassee-Leon County Planning Department, conveyed that since transmittal the County has received no comments from any State agency on the proposed amendments. He stated that the amendments received unanimous approval from the City Commission at its last meeting.

Mr. Wilcox confirmed there were no speakers on the item.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the second and final public hearing on the 2016 Cycle Comprehensive Plan Amendments and Adopt Ordinance No. 16- thereby adopting the map and text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan. The motion carried 7-0.

15. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential-2 (OR-2) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District

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

Commissioner Dozier moved, duly seconded by Commissioner Maddox approval of Option 1: Conduct the first and only public hearing on the proposed ordinance. The motion carried 7-0.

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

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

Comments/Discussion Items

County Attorney Thiele:

- No items.

County Administrator Long:

- At the request of Chairman Proctor, the County Administrator provided an update on the review of the County's boat landings. He summarized that the review found all 25 County boat landings had satisfactorily met all County and State regulations on traffic mitigation; however, offered several recommendations, such as additional signage, landscaping and fencing, vibration strips, etc.,. He shared that the signage and paving improvements could be accomplished within the current budget, but landscaping and fencing enhancements would need to be included in next year's budget.

Chairman Proctor suggested that the County make notations where needed and not adequate.

Commissioner Dozier expressed her appreciation the quick action taken by staff. She suggested that there be further discussion before the addition of lighting.

Commissioner Discussion Items

Commissioner Sauls:

- No items.

Commissioner Desloge:

- Requested a Proclamation recognizing Bobby Darnell and Noah Williams, the grandfather and grandson who responded to the accident at Coe Landing. *Approved without Objection.*
- *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to direct staff to bring back an agenda item updating the Board on the implementation of the body camera initiative within the Leon County Sheriff's Office. The motion carried 7-0.*
- Congratulated County Attorney Thiele on receiving the H. Hamilton "Chip" Rice, Jr., Award, which is presented each year to recognize a distinguished attorney for their work mentoring and educating future lawyers.

Commissioner Lindley:

- Recognized Leon County Community & Media Relations for their work with the City of Tallahassee to promote #loveourpets, a social media hash tag that can be used to report incidents of animal cruelty.

Commissioner Maddox:

- Mentioned that he had received a letter from the UPHS Director inviting him to take a tour of local housing authority properties, prior to an agenda item coming to the Board. He requested staff work with UPHS staff to coordinate the tour. County Administrator Long advised that staff would add it to the current list of tours.

Commissioner Dozier:

- Thanked staff for their work and staffing of the Great Leon County Scavenger Hunt and mentioned the number of participants who shared that they had never visited a County park before. She expressed hope that the event would be held again.
- Complimented Leon County Community & Media Relations on the “Let’s Get There Together” campaign to promote crosswalk safety.
- Remarked on the successful collaboration between the Oakfair Home Owners Association and the County to successfully place fire hydrants in the unincorporated area and acknowledged the Association for self-funding the project through their HOA dues. She wanted to ensure that other neighborhoods were aware of this option.

Commissioner Dailey:

- No Items.

Chairman Proctor:

- On behalf of Chairman Proctor: *Commissioner Maddox moved, duly seconded by Commissioner Dailey, approval for a Resolution honoring the long time service of outgoing government leaders Nancy Daniels, 2nd Judicial Public Defender; Jane Sauls, County Commissioner, District 2; Bert Hartsfield, Property Appraiser; Ion Sancho, Supervisor of Elections; Willie Meggs, State Attorney, and Bob Inzer, Clerk of the Circuit Court and Comptroller. The motion carried 7-0.*
- Referenced correspondence from the County Administrator to the Board regarding funding for the Palmer Munroe Teen Center and asked if action was required from the Board.
 - County Administrator Long responded that should the Board wish to consider the request, a motion would be needed to direct staff to add the funding request as a budget discussion item for the June 14th Budget Workshop.
 - The Board took no action on the funding request.
- Requested a budget discussion item to consider a \$20,000 funding increase for the DISC Village LIFT Program.
 - *Chairman Proctor moved to direct staff to include \$20,000 in additional funds to support the LIFT Program’s budget request of \$120,000. The motion died for lack of a second.*
 - Commissioner Dozier indicated that she would support an agenda item to review holistically the PSCC budget.
 - County Administrator Long clarified that the PSCC typically allocates its \$100,000 in funding to the LIFT Program; however, LIFT has indicated that \$20,000 additional dollars would be needed to fund the program for next year. He explained that the upcoming budget workshop was the appropriate forum to consider the request.
 - Chairman Proctor advocated for the additional funding on behalf of the LIFT program and asserted that its success warrants consideration of the additional funding.

- *Commissioner Maddox moved, duly seconded by Commissioner Proctor, to direct staff to bring back a Budget discussion item to consider a one-time funding increase of \$20,000 for PSCC and to bring back an agenda item after the budget workshop to look at PSCC funding as well as measurable outcomes from the LIFT Program. The motion failed 3-4 (Commissioners Dozier, Lindley, Dailey and Sauls in opposition).*
- Announced that May 26th would mark the 60th Anniversary of the Tallahassee Bus Boycott and a series of events to acknowledge the event are planned.

Chairman Proctor announced that the Board would recess for its dinner break and reconvene at 6:00 to conduct the scheduled public hearings.

Receipt and File:

- Dove Pond Community Development District Proposal Budget Fiscal Year 2017

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:08 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bill Proctor, 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 #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Consideration of Resolution Authorizing the Capital Region Community Development District/Southwood to Exercise Certain Security Power

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt proposed Resolution authorizing the Capital Region Community Development District/Southwood to exercise certain security power (Attachment #1) and authorize the Chairman to execute.

Report and Discussion

Background:

Whether to adopt Resolution of the Board of County Commissioners which would authorize and consent to the use of certain security-related improvements and services within the Capital Region Community Development District pursuant to Section 190.012(2), Florida Statutes.

Significant portions of the Southwood development are also contained within certain community development districts created pursuant to Chapter 190, Florida Statutes, and the Florida Land and Water Adjudicatory Commission Rule 42CC, Florida Administrative Code. While most of the Southwood development has been annexed into the City of Tallahassee, there remains certain portions of the Southwood development that are also within the boundaries of the Capital Region Community Development District (CDD) but lie within the unincorporated area. The District has, through their counsel, Joseph Brown of the Hopping Green & Sams firm indicated in early June that the District has identified the need for additional security-related improvements and services within the CDD as are contemplated and authorized under Florida Statutes, Section 190.012(2)(d).

Analysis:

Section 190.012 provides for certain jurisdiction and authorities for Community Development Districts such as the Capital Region Community Development District, and also provides in subsection 2 that the local general-purpose government within the jurisdiction of the CDD (in this case, Leon County) must consent to the exercise of additional powers by the CDD, including in sub-subsection (d) for “security, including but not limited to, guard houses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose governmental agencies for an increased level of such services within the District boundaries”. In this instance, the Capital Region Community Development District has identified the need for certain security-related improvements and services for the community, particularly including unarmed security patrols, which require the consent of Leon County for those portions which lie within the unincorporated area. In order to provide such consent, a Resolution (Attachment #1) has been prepared in which the County Commission would provide consent to the District for the exercise of the additional power related to these security related improvements. Despite this consent, the adoption of the Resolution would not allow the District to amend any other Ordinances or regulations of Leon County or to permit the District to take any action which is inconsistent with Leon County’s Ordinances or regulations.

The Community Development District has also made the same request to the City of Tallahassee for the City Commission to consider a like Resolution for those portions of the Community Development District with lie within the City limits. The Leon County Sheriff’s Office was contacted by the County Attorney’s Office, and they have indicated the Sheriff’s Office has no objections.

Options:

1. Adopt proposed Resolution authorizing the Capital Region Community Development District/Southwood to exercise certain security power (Attachment #1) and authorize the Chairman to execute.
2. Do not adopt proposed Resolution authorizing the Capital Region Community Development District/Southwood to exercise certain security power.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REGARDING THE EXERCISE OF CERTAIN SECURITY POWERS BY THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Capital Region Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes and Florida Land and Water Adjudicatory Commission Rule 42CC, Fla. Admin. Code; and

WHEREAS, the District was established for the purpose of providing infrastructure improvements, facilities, and services for the SouthWood development in accordance with Chapter 190, Florida Statutes; and

WHEREAS, the District has identified the need for certain security-related improvements and services for the community as authorized by section 190.012(2)(d), Florida Statutes, particularly including unarmed security patrols, which require the consent of the County per section 190.012(2), Florida Statutes; and

WHEREAS, the County has resolved to grant this consent.

NOW, THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. The County hereby consents to the exercise by the District of additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for private, unarmed security patrols as authorized by Section 190.012(2)(d), Florida Statutes. The District may not exercise any police power. The

District may, however, contract with local general-purpose government agencies for an increased level of such service within the District boundaries.

Section 2. The granting of this consent shall in no way abrogate, absolve, reduce or otherwise amend any applicable ordinances and regulations of Leon County, Florida, or permit the District to take any action which is inconsistent with such ordinances or regulations.

Section 3. This resolution shall be effective immediately upon its adoption.

Proposed, presented, and passed this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

By: _____
Bill Proctor, Chairman

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Proposed Amended Resolution for Appointments of Membership to the Leon County Research and Development Authority and Request to Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Nominating Committee

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Heather Peebles, Special Projects Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Adopt the proposed Amended Resolution Setting Forth Appointments of Membership to the Leon County Research and Development Authority (Attachment #1).
- Option #2: Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Leon County Research and Development Authority Nominating Committee for September 13, 2016 at 6:00 p.m.

Title: Adoption of a Proposed Amended Resolution for Appointments of Membership to the Leon County Research and Development Authority and Request to Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Nominating Committee

July 12, 2016

Page 2

Report and Discussion

Background:

On June 2, 2016, the Leon County Research and Development Authority (LCRDA) Board of Governors voted unanimously to request that the Board approve a resolution to revise the membership of the LCRDA and nominating committee.

The LCRDA was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 00-29 and 05-29 in accordance with Section 159.703, Florida Statutes. The mission of the Authority is to work in affiliation with Florida State University, Florida A&M University, and Tallahassee Community College to promote scientific research and development activities, and economic development to broaden the economic base of Leon County. The Authority is a dependent special district managed by an 11-member Board (expanded from 9 in 2014) of Governors with two staff—an Executive Director and an Executive Assistant.

The LCRDA Board of Governors currently consists of the presidents or presidents' designees of Florida A & M University, Florida State University, and Tallahassee Community College, the Mayor of the City of Tallahassee or a designee, one member of the Leon County Board of County Commissioners, and 6 members representing a particular business/industry private sector, such as: (1) banking/finance; (2) real estate/development; (3) energy; (4) high performance materials; (5) biotechnology/biomedical; and, (6) aerospace/aviation.

The 6 members representing a particular business/industry private sector are appointed by a majority vote of the Leon County Board of County Commissioners to each serve a term of four years. These members are nominated by a committee composed of the County Administrator or a designee, the President of the Tallahassee/Leon County Economic Development Council, the Director of the National High Magnetic Field Laboratory at Innovation Park, the President of the Capital City Chamber of Commerce, and the Director of the Florida State University /Florida A & M University College of Engineering.

Analysis:

On June 7, 2016, the LCRDA notified the County Administrator of the LCRDA Board of Governor's request and provided a summary of proposed revisions to the membership of the LCRDA and nominating committee (Attachment #2).

The Amended Resolution Setting Forth Appointments of Membership to the Leon County Research and Development Authority reflects the LCRDA Board of Governors' request and includes the following revisions:

- Allows for the six private sector members to be appointed at-large rather than based upon representation of a specific business/industry private sectors.

Title: Adoption of a Proposed Amended Resolution for Appointments of Membership to the Leon County Research and Development Authority and Request to Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Nominating Committee

July 12, 2016

Page 3

- Modifies the membership of the nominating committee to include:
 - the County Administrator or a designee;
 - the Director of the Office of Economic Vitality;
 - the Director of the National High Magnetic Field Laboratory at Innovation Park;
 - the Dean of the Florida State University /Florida A & M University College of Engineering; and
 - the Chair of the Leon County Research and Development Authority or a designee of the Leon County Research and Development Authority when the Chair is applying for reappointment.

If the Board chooses to adopt the proposed Amended Resolution, an Ordinance amending Chapter 2, Article II, “Boards, Authorities, Commissions and Similar Agencies” is needed to reflect the changes to the LCRDA Nominating Committee.

Based upon the recommendations of the LCRDA Board of Governors, staff recommends that the Board adopt the proposed Amended Resolution Setting Forth Appointments of Membership to the Leon County Research and Development Authority and schedule the first and only public hearing to adopt an Ordinance amending the composition of the LCRDA Nominating Committee for September 13, 2016 at 6:00 p.m.

Options:

1. Adopt the proposed Amended Resolution Setting Forth Appointments of Membership to the Leon County Research and Development Authority (Attachment #1).
2. Schedule the First and Only Public Hearing to Adopt an Ordinance Amending the Composition of the Leon County Research and Development Authority Nominating Committee for September 13, 2016 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1 & #2.

Attachments:

1. Amended Resolution Setting Forth Appointments of Membership to the Leon County Research and Development Authority
2. June 7, 2016 Email from LCRDA Executive Director, Ron Miller

RESOLUTION: 16-_____

**RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
FLORIDA, SETTING FORTH APPOINTMENTS OF MEMBERSHIP TO THE LEON
COUNTY RESEARCH AND DEVELOPMENT AUTHORITY; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, in October of 1978, pursuant to the former Florida Statutes Sections 23.145, et. seq., the Charter of the Leon County Research and Development Authority was executed, creating said authority; and,

WHEREAS, in July of 1979, the new Part V, Chapter 159 of the Florida Statutes was enacted and became law, thereby setting forth the requirements for the creation, by Ordinance, of a Research and Development Authority by counties of the state, and empowering such authorities to issue revenue bonds or other such debt obligations to finance the construction of capital projects; and,

WHEREAS, in 1980, the Leon County Board of County Commissioners adopted Ordinance No., 80-68 confirming and creating the existence of the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2 of the Code of Laws of Leon County at Section 2-57); and,

WHEREAS, Section 2-57 of the Code of Laws of Leon County requires that there shall be no less than five members of the Leon County Research and Development Authority, and Florida Statutes Section 159.703 sets forth the requirements that such five members shall be residents and electors of, or have their principal place of employment in, Leon County, Florida, and that, in addition to the other members, the president of each affiliated institution of higher education, or the president's designee, shall be a member of the authority and shall serve ex officio; and,

WHEREAS, the Leon County Board of County Commissioners wishes to memorialize the membership of the Leon County Research and Development Authority by the adoption of this resolution setting forth the number of members and the composition of the Leon County Research and Development Authority; and,

WHEREAS, this adopted Resolution will serve to supersede Resolution No. 14-04.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. That the Leon County Board of County Commissioners hereby ratifies and confirms the existence of the Leon County Research and Development Authority as set forth in Chapter 2 of the Code of Laws of Leon County and as provided for in Chapter 159, Part V, Florida Statutes.

Section 2. That the Leon County Research and Development Authority shall be composed of eleven (11) members as described hereinbelow, all of whom shall be residents and electors of, or have their principal place of employment in Leon County, Florida:

1. The President of Florida A & M University or the President of Florida A & M University's designee, who shall serve ex officio;
2. The President of Florida State University or the President of Florida State University's designee, who shall serve ex officio;
3. The President of Tallahassee Community College or the President of Tallahassee Community College's designee, who shall serve ex officio;
4. The Mayor of the City of Tallahassee or the Mayor of the City of Tallahassee 's designee, who shall serve ex officio;

5. One member of the Leon County Board of County Commissioners, appointed by a majority vote of the Leon County Board of County Commissioners and by a duly enacted resolution of the Leon County Board of County Commissioners, to serve a term of four years or until such time such appointee ceases to be a member of the Leon County Board of County Commissioners, whichever date earliest occurs; and

6. Six at-large members, all of whom shall be appointed by a majority vote of the Leon County Board of County Commissioners and by a duly enacted resolution of the Leon County Board of County Commissioners, to each serve a term of four years. A nominating committee, composed of the County Administrator or his designee, who shall act as the nominating committee's chairperson, the Director of the Office of Economic Vitality, the Director of the National High Magnetic Field Laboratory at Innovation Park, the Dean of the Florida State University /Florida A & M University College of Engineering, and the Chair of the Leon County Research and Development Authority or a designee of the Leon County Research and Development Authority when the Chair is applying for reappointment, shall make recommendations to the Leon County Board of County Commissioners for appointment of such six members to the Leon County Research and Development Authority.

Section 3. That the Leon County Research and Development Authority is hereby directed to amend its bylaws to include its new composition and number of members as set forth herein.

Section 4. That this Resolution shall supersede Resolution No. 14-04 and these changes shall take effect on _____, and shall apply thereafter.

Proposed, presented, and passed this ____ day of _____, 2016

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:

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

BY: _____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

BY: _____
Herbert W. A. Thiele
County Attorney

>>> Ron Miller <RMiller@inn-park.com> 6/7/2016 4:44 PM >>>
Alan:

On June 2, 2016, the Leon County Research & Development Authority (LCRDA) Board of Governors, in its ongoing efforts to strengthen its Board, voted unanimously to request that the Leon County Board of County Commissioners approve a resolution to make changes to the LCRDA Board composition and nominating committee. Attached is a proposed resolution draft which reflects the Authority Board's decision. In summary, the resolution:

1. Makes the six private sector members at-large members rather than tied to specific sectors. The LCRDA Board realizes that changes made two years ago naming specific sectors were too restrictive and that changing to at-large members will provide greater flexibility to fill specific board needs at the time of appointment.
2. Removes from the nominating committee organizations that no longer exist or have changed.
3. Adds to the nominating committee the Director of the new Office of Economic Vitality, a crucial partner in LCRDA's future ability to fulfill its mission to expand the economic base of Leon County.
4. Adds to the nominating committee the current LCRDA Board Chair, or a designee of the LCRDA Board if the Chair is applying for reappointment. The LCRDA Board believes that its representative can play an important role in the nominating process by conveying the specific needs of the LCRDA.

The terms of three of the LCRDA Board seats expire September 30, 2016. If possible, the Board would like to have the resolution considered before the nomination process for those seats begins.

Please don't hesitate to contact me if you require additional information. Thanks for your assistance.

Regards,
Ron Miller

Ronald J. Miller, Jr., Executive Director

Leon County R&D Authority/Innovation Park
1736 W. Paul Dirac Drive, Tallahassee, FL 32310
Phone: (850)575-0343
<http://lcrda.org/> | <http://innovation-park.com/>

**Leon County
Board of County Commissioners**

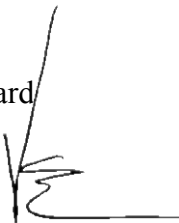
Notes for Agenda Item #4

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #4

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Commissioner Appointment to the Housing Finance Authority

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Mary Smach, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify Commissioner Lindley's appointment of Marnie George to the Housing Finance Authority for the term ending September 30, 2020.

Report and Discussion

Background:

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

Analysis:

Housing Finance Authority (HFA)

Purpose: Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of the Board of County Commissioners.

Composition: Members serve four-year terms, with each Commissioner making one appointment; no less than three members should be knowledgeable in one of the following fields: labor, finance, or commerce. Members of the HFA also serve on the Community Development Block Grant (CDBG) Task Force.

Vacancy: HFA & CDBG member Pat Gaver, whose term expires on September 30, 2016, has resigned (Attachment #1). Commissioner Lindley appoints Marnie George, to the Housing Finance Authority and the Community Development Block Grant Task Force, for the remainder of the unexpired term and a new four year term, ending September 30, 2020. Ms. George's application is Attachment #2.

Options:

1. Ratify Commissioner Lindley's appointment of Marnie George to the Housing Finance Authority for the term ending September 30, 2020.
2. Do not ratify Commissioner Lindley's appointment of Marnie George to the Housing Finance Authority.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Pat Gaver's Resignation
2. Marnie George's Application

From: Lamarr Kemp
To: smachm@leoncountyfl.gov
Date: 6/10/2016 11:06 PM
Subject: Fwd: Notice or Resignation - Pat Gaver

Here's the resignation letter from Pat Gaver. I'll call Monday on the other item.

Lamarr D. Kemp, Sr., MBA
Director of Housing Services
Leon County Division of Housing Services
918 Railroad Avenue
Tallahassee, Florida 32310
Ph: 850-606-1916
Fax: 850-606-1901
KempL@leoncountyfl.gov
"People Focused, Performance Driven"

>>> "Gaver, Pat" <Gaver.Pat@ccbg.com> 04/12/16 3:36 PM >>>

Commissioner Lindley and Lamarr Kemp:

After careful consideration, I must resign my position with the HFA of Leon County and the CDBG Board. My duties and responsibilities have changed considerably over the past few months. My company has asked that I work out of town on Thursdays and Fridays. This inhibits my ability to attend meetings on a regular basis. It has been my pleasure to serve the Board(s) for the past 5 years. Affordable Housing and Rehabilitation will always be a part of my personal and professional agenda.


I thank you for the opportunity of service and wish you the best.

Pat Gaver
VP Residential Division Lending Manager
Capital City Bank Group
1301 Metropolitan Blvd
Tallahassee FL 32308
(850) 402-8038
NMLS 378311
Large File Drop Box upload.Residen.l6po30kgyb@u.box.com

E-mail Confidentiality Disclosure:

The information contained in this e-mail and any attachments is intended only for the use of the individual or entity to which it is addressed. It may contain information that is private, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering the e-mail to the intended recipient, you are instructed: (i) not to read, copy, or distribute the e-mail or any attachment, (ii) immediately notify sender by replying to this e-mail or by telephone (1.888.671.0400), and (iii) immediately and permanently delete this e-mail and all attachments from computers, disc drives, and other storage medium and destroy any printouts of this message and its attachments.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT HOUSING FINANCE AUTHORITY

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>	
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Name: Marnie George	Date: 6/10/2016 11:01:16AM
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Home Phone: (850) 510-8866	Work Phone: (850)681-4228X	Email: marnie.george@bipc.com
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Occupation: SENIOR CONSULTANT	Employer: BUCHANAN INGERSOLL & ROONEY
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Preferred mailing location: Work Address
Work Address: 101 N. MONROE STREET, SUITE 1090

City/State/Zip: TALLAHASSEE, FL 32303

Home Address 413 SOUTH RIDE

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? 33 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?

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, 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: 59.00
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.

GRADUATE OF CONVERSE COLLEGE, BA - POLITICAL SCIENCE 1979
GRADUATE OF LEADERSHIP TALLAHASSEE, CLASS 18
I AM A NATIVE FLORIDIAN, GREW UP IN JACKSONVILLE, FL AND HAVE BEEN A RESIDENT OF TALLAHASSEE SINCE 1979. AS A SR. CONSULTANT FOR BUCHANAN, INGERSOLL & ROONEY, I REPRESENT CLIENTS BEFORE THE FL LEGISLATURE AND STATE GOVERNMENT; ONE OF THOSE CLIENTS IS HABITAT FOR HUMANITY OF FLORIDA - I HAVE AN UNDERSTANDING OF THE IMPORTANCE OF HOUSING ISSUES DUE TO THAT REPRESENTATION AND WOULD BE HONORED TO SERVE ON THIS COMMITTEE IF SELECTED.

References (you must provide at least one personal reference who is not a family member):

Name: KAREN MOORE Telephone: 850 224 0174
Address: 211 RHODEN COVE ROAD, TALLAHASSEE, FL 32312

Name: WAYNE MCDANIEL Telephone: 850 251 9398
Address: 2010 DOOMAR DRIVE, TALLAHASSEE, FL 32308

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: Marnie L. George

This application was electronically sent: 6/10/2016 11:01:16AM

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed New Policy, "Use of County Buildings, Lands, and Other County Facilities" and Adoption of Proposed Revised Policies: Policy No. 00-2, "Public Use of Leon County Courthouse;" Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities;" and Policy No. 01-07, "Meeting Rooms – Library."

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Heather Peebles, Special Projects Coordinator

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Adopt proposed new Policy, "Use of County Buildings, Lands, and Other County Facilities" (Attachment #1).
- Option #2: Adopt proposed revised Policy No. 00-2, "Public Use of Leon County Courthouse" (Attachment #2).
- Option #3: Adopt proposed revised Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities" (Attachment #3).
- Option #4: Adopt proposed revised Policy No. 01-07, "Meeting Rooms – Library" (Attachment #4).

Title: Adoption of Proposed New Policy, “Use of County Buildings, Lands, and Other County Facilities” and Adoption of Proposed Revised Policies: Policy No. 00-2, “Public Use of Leon County Courthouse;” Policy No. 06-1, “Use and Scheduling of Parks & Recreation Facilities;” and Policy No. 01-07, “Meeting Rooms – Library.”

July 12, 2016

Page 2

Report and Discussion

Background:

This item seeks to create consistent guidelines for the use of County buildings, lands and other County facilities. The County Courthouse, Parks & Recreation facilities, and Libraries have individual policies governing their use; however, current County policy does not address the use of other County buildings, lands and facilities. Additionally, the policies governing the use of the County Courthouse, Parks & Recreation facilities, and Libraries are inconsistent regarding the use of alcoholic beverages and lack formal guidelines for special exceptions.

During the March 8, 2016 meeting, the Board approved scheduling a public hearing on a proposed ordinance amending Section 13-58 of the Leon County Code of Laws to allow for special exemptions for use of alcoholic beverages in County parks (Attachment #5). The Board also approved staff to modify County policies regarding the use of alcoholic beverages in County facilities and properties for a consistent application across County facilities for special exceptions at the approval of the County Administrator. The proposed Ordinance No. 16-06 was subsequently adopted during the May 10, 2016 meeting (Attachment #6).

Analysis:

To provide consistent guidelines for the use of County buildings, lands and other County facilities, staff worked with the County Attorney’s Office to draft both new and revised policies. For the policies governing the County Courthouse, Parks & Recreation facilities, and Libraries (00-2, 06-1, and 01-07), the revisions provide consistent language prohibiting the use of alcoholic beverages except upon prior written approval of the County Administrator, or designee (Attachments #2, #3, and #4).

For facilities not governed by the specific policies noted above, staff recommends the approval of a new policy, “Use of County Buildings, Lands, and Other County Facilities.” The proposed new policy provides the County Administrator with the authority to develop guidelines and standard operating procedures to govern the utilization of County buildings, lands, and other facilities by individuals and groups, to ensure that the public health, safety and welfare is appropriately maintained. Additionally, the new policy would prohibit alcoholic beverages in all County buildings, lands, and other facilities except upon prior written approval of the County Administrator, or designee.

Staff recommends that the Board adopt the proposed new policy and three proposed amended policies in order to provide consistent guidelines for the use of County buildings, lands and other County facilities.

Title: Adoption of Proposed New Policy, “Use of County Buildings, Lands, and Other County Facilities” and Adoption of Proposed Revised Policies: Policy No. 00-2, “Public Use of Leon County Courthouse;” Policy No. 06-1, “Use and Scheduling of Parks & Recreation Facilities;” and Policy No. 01-07, “Meeting Rooms – Library.”

July 12, 2016

Page 3

Options:

1. Adopt proposed new Policy, “Use of County Buildings, Lands, and Other County Facilities” (Attachment #1).
2. Adopt proposed revised Policy No. 00-2, “Public Use of Leon County Courthouse” (Attachment #2).
3. Adopt proposed revised Policy No. 06-1, “Use and Scheduling of Parks & Recreation Facilities” (Attachment #3).
4. Adopt proposed revised Policy No. 01-07, “Meeting Rooms – Library” (Attachment #4).
5. Board direction.

Recommendation:

Options #1, #2, #3, and #4.

Attachments:

1. New Policy, “Use of County Buildings, Lands, and Other County Facilities”
2. Revised Policy No. 00-2, “Public Use of Leon County Courthouse”
3. Revised Policy No. 06-1, “Use and Scheduling of Parks & Recreation Facilities”
4. Revised Policy No. 01-07, “Meeting Rooms – Library”
5. Follow-up to County Commission Meeting of March 8, 2016
6. Follow-up to County Commission Meeting of May 10, 2016

Board of County Commissioners
Leon County, Florida

Policy No. ____

Title: Use of County Buildings, Lands and other County Facilities
Date Adopted: July 12, 2016
Effective Date: August 1, 2016
Reference: N/A
Policy Superseded: None

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a policy entitled Use of County Buildings, Lands and other County Facilities is hereby adopted, to-wit:

- A. Individuals and groups may utilize designated areas of county buildings, lands and other county facilities subject to the provisions of this Policy.
- B. The County Administrator shall develop guidelines and standard operating procedures to govern the utilization of county buildings, lands and other county facilities by individuals and groups, to ensure that the public health, safety and welfare is appropriately maintained.
- C. Alcoholic beverages are prohibited in county buildings, lands and other county facilities, except upon prior written approval of the County Administrator, or designee.
- D. This Policy shall not supersede, alter or otherwise modify those provisions contained in the Leon County Code of Laws, or other policies or procedures of the Board of County Commissioners governing the use of county buildings, lands and other county facilities, but shall be deemed supplemental and complimentary thereto.

Board of County Commissioners Leon County, Florida

Policy No. 00-2

Title: Public Use of the Leon County Courthouse

Date Adopted: ~~February 15, 2000~~ July 12, 2016

Effective Date: ~~February 15, 2000~~ August 1, 2016

Reference: N/A

Policy Superseded: Policy No. 96-16, "Public Use of Leon County Courthouse, October 23, 1996;
Policy 00-2 adopted February 15, 2000.

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that:

Policy No. 00-2, adopted on February 15, 2000, is hereby amended, and a new amended policy is hereby adopted in its place, to wit:

While the Courthouse is owned by the citizens of Leon County, County Government is held responsible for its maintenance, appearance and control. Therefore, individuals or public organizations may use only the County Commission chambers, conference rooms on the second and fifth floors, courtrooms on plaza, second and third floors with Court Administration's approval (with the exception of Courtrooms 2B, 3A and 3B, which cannot be used), the Calhoun Street balcony on plaza level, and the Monroe Street hard surface public access ways, to conduct meetings.

Individuals or public organizations making application to use Courthouse facilities shall comply with the "Procedures for Public Use of Courthouse" incorporated as an element of this Policy.

To schedule courtrooms for meetings which are to occur during normal courtroom hours, the Court Administrator must be contacted for scheduling. For all such meetings which are to begin after 5 p.m., the Division of Facilities Management must be contacted for scheduling.

Those wishing to use the Commission Chambers, conference rooms, Calhoun Street balcony, or Monroe Street hard surface public access ways, must schedule and coordinate their use with the Division of Facilities Management.

Individuals or groups wishing to use an outdoor area of the Courthouse, as described above, must first obtain authorization to use the requested area from the Director of Facilities Management. Final approval to use the area must be obtained from the County Administrator or Board.

Policy 00-2
Public Use of the Courthouse

Access to the building, security and implementation of the Board of County Commissioners' Policy regarding eligibility to use the facilities shall be the responsibility of the Division of Facilities Management.

**Board of County Commissioners
Facilities Management Division
1907 S. Monroe St.
Tallahassee, Florida 32301
Phone: 850/606-5000 FAX: 850/606-5001**

I acknowledge receipt of the attached procedures covering the use of County facilities which I have reserved. By receipt of these procedures, I understand it is my responsibility to ensure compliance. I will coordinate the corrective activities, should there be a need. (Please type or print)

DESCRIPTION OF EVENT/FUNCTION:
Date of Function:
Agency or Organization:
Address:
Contact Person:
Day Telephone:
E-Mail:
Date Requested:
Room or Area Reserved:
Time Room or Area Reserved:
Time Function Starts/Ends:
FILL OUT ONLY IF RESERVING CHAMBERS
Sound System: <input type="checkbox"/> YES <input type="checkbox"/> NO
Roundtable Microphones: <input type="checkbox"/> <input type="checkbox"/> Commissioner's Bench: <input type="checkbox"/> YES <input type="checkbox"/> NO
Podium: <input type="checkbox"/> <input type="checkbox"/> Recording:
All of Above: <input type="checkbox"/>

SIGNATURE: _____

Telephone Number if Different than Contact Person: _____

Approval shall only be granted when it is determined that the proposed use does not threaten or imperil the facility or its occupants.

The County Commission is pleased that you have chosen a County facility for this function.

PROCEDURES FOR PUBLIC USE OF COUNTY FACILITIES

The Leon County Board of County Commissioners welcomes you to your County Facilities. In order that all may enjoy County Facilities, your assistance in following the procedures listed below is appreciated.

1. Contact Facilities Management at 606-5000 to arrange for your function and to coordinate access to the Courthouse, Courtyard or other County Facilities. Reserving Courtrooms will be done through Court Administration at 577-4401. Contact person: Bill Wills.
2. The person making the reservation is responsible for coordinating these procedures unless prior arrangements are made.
3. Must provide own tables, chairs, setups and takedowns, cleanup and utilities for the events.
4. If your function needs to be canceled, please notify Facilities Management as soon as possible.
5. No Vehicles allowed to park in the Courtyard.
6. *COURTHOUSE SECURITY:*
 - a. For daytime work day security: Please enter through Monroe Street or Calhoun Street Security Entrance.
7. Your group must remain in the area reserved for your function because of Courthouse security.
8. All safety and fire prevention rules must be observed. All open flames, sparks or other possible fire-producing materials are prohibited.
9. Do not exceed the posted room and area capacity for safety reasons.
10. ~~Alcoholic beverages and smoking~~ are prohibited throughout the Courthouse.
11. Alcoholic beverages are prohibited ~~throughout outside areas~~, except upon prior written approval of the County Administrator, or designee.
12. If food is involved, arrangements must be made in advance to prevent food, crumbs, etc., from being left in the area. All leftover food must be removed from the building.
13. **No food or drinks allowed in the Commission Chambers.**
14. All furniture must be returned to its original place.
15. Trash receptacles need to be placed in the hallway after your function so they can be emptied before the next working day.
16. Your group is responsible for leaving the room or area clean and ready for business.
17. **When ready to leave, please contact the security guard to have the room checked and secured.**
(This is for your protection.)

LIMITED APPROVAL FOR COURTYARD USE

18. No vehicles on lawn.
19. No grandstands, stages or seating
20. Use to remain on one-way slab area only.
21. Shoring required to expand usage of area.
22. Crowds to remain dispersed at all times.
23. Users responsible for crowd control.
24. Users responsible for restrooms (port-o-lets)

Board of County Commissioners

Leon County, Florida

Policy No. 06-1

Title: Use and Scheduling of Parks & Recreation Facilities

Date Adopted: ~~January 21, 2014~~ July 12, 2016

Effective Date: ~~January 21, 2014~~ August 1, 2016

Reference: N/A

Policy Superseded: Policy No. 79-8, "County Community Service Facility," adopted September 25, 1979; Policy No. 92-10 amended 10/27/92; Policy No. 94-3, amended April 26, 1994; and Policy No. 02-6, "County Community Service Facilities," adopted July 9, 2002; Policy No. 06-1, "Use and Scheduling of Parks and Recreation Facilities," adopted January 10, 2006; amended February 26, 2008; amended January 19, 2010; amended October 11, 2011; amended January 21, 2014

It shall be the Policy of the Board of County Commissioners of Leon County, Florida that:

Policy No. 06-1, adopted January 10, 2006 and amended on ~~January 21, 2014~~ ~~October 11, 2011~~, is hereby **further** amended, and a new amended policy is hereby adopted in its place, to wit:

1. Purpose

- 1.1 The purpose of this policy is to assure that the Parks & Recreation Division facilities are utilized for recreational, athletic, cultural, educational, social, civic, fraternal, governmental, religious, political, charitable, and community service functions that meet the needs and interests of the community, as well as set clear policies, procedures, and rental fees regarding such uses.
- 1.2 Exclusive use of any facility requires an advance reservation and is subject to rental fees, security deposits, and staffing fees (set up and take down). Some facilities may not be reserved for exclusive use.

2. Authority

- 2.1 The Division of Parks & Recreation is responsible for developing, communicating, and monitoring policies, procedures, and standards for the use and scheduling of Parks & Recreation facilities.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

3. Facilities Available

- 3.1 The Parks & Recreation Division makes available for rent buildings, rooms, community centers, picnic shelters, campsites, open space, boat ramps, and athletic fields. Times and dates available are at the discretion of the division.

4. Reservations

- 4.1 Reservations shall be made for community centers no more than 365 days and no less than fourteen (14) calendar days prior to the date(s) of use. Reservations for pavilion rentals can be made no more than 365 days and no less than two (2) calendar days prior to the dates(s) of use. Reservations are guaranteed after all necessary forms and payments are received and approved at the Parks & Recreation Division administrative office located at 2280 Miccosukee Road, Tallahassee, FL 32308.

Group activities or special events that involve 50+ people attending or participating may require a permit from the Division of Parks & Recreation for use of any park or recreation facility or site. The applicant should submit such permit request no later than 30 days prior to the event. Events involving 100+ people or additional preparation by park personnel must be submitted 60 days prior to the proposed special event date.

- 4.2 All applicants must be at least 18 years of age or older and must provide proof of residency in Leon County for priority consideration.
- 4.3 The Parks and Recreation Division reserve the right to set aside certain dates for functions sponsored in part or by Leon County.

5. Fees

- 5.1 Full rental fees, security deposits, staffing fees, and permit applications are due at the time of the reservation is submitted.
- 5.2 Payment by check, cash, credit card, or money order is required for the building and staff fees.
- 5.3 A security deposit shall be required for any damage/clean-up expense. The deposit will be returned if no damage occurs and the facility is clean after use. The Parks & Recreation Division reserves the right to bill the applicant for additional expenses relating to, but not limited to, janitorial services, maintenance/repair services, staff time, or emergency services that were required because of the use.
- 5.4 Checks or money orders must be made payable to the Leon County Board of County Commissioners.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 5.5 Applicants shall forfeit the rental opportunity if the checks are not honored by the bank. Any future requests will require fees paid by cash or money order only. Applicant will be responsible for bank service fee.
- 5.6 The Parks & Recreation Division may require additional staff for rentals where attendance is expected to exceed 50 people. An off duty sheriff deputy/deputies may also be required at the applicants expense.
- 5.7 The Parks & Recreation Division may require two division representatives for any teen event if the attendance exceeds 50 people. If attendance is, greater than 50 people the applicant must hire one off-duty Leon County Sheriff deputy for each additional 50 people. In addition, the applicant must provide adequate adult supervision at all times. (Refer to Section 7.13). All teen events that occur after 6:00 P.M. may require a deputy.
- 5.8 Request for a waiver of the user fee for non-profit organizations that would like to collaborate with Leon County must be made in writing at the time of rental request. Included in the request shall be the purpose of the rental activities to be conducted as well as a brief description of the organization, purpose, goals, and pertinent information including the 501 (c) (3) determination letters from the IRS along with the Department of Revenue Consumers Certificate of Exemption.
- Request for a waiver by groups providing education opportunities for citizens and those providing programs for County senior citizens, must be made in writing at the time of rental request. Included in the request shall be the purpose of the rental activities to be conducted as well as a brief description of the purpose, goals, and if the citizens are paying a fee for this activity.
- Fee waivers for tutoring programs for K-12 students will be limited to three days per week on a recurring basis. Additional slots for expanded days during peak test times such as FACT testing and mid-term or final exams will be considered based solely on availability and the waiver could apply. Any additional days on a recurring basis, outside of the three days and exam periods will otherwise incur the regular rental fee of the Center. Tutoring Programs will also be restricted to only one four-hour time slot.
- Based on the information provided, the Director of the Division of Parks & Recreation will make a determination of the eligibility of a waiver.
- 5.9 All fees for County charges will be established by Resolution of the Leon County Board of County Commissioners.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 5.10 Additional fees may be charged by the County or City for services provided above normal service level. (Examples are the permit fees that may be charged by the City or County.)

6. Cancellations

- 6.1 Cancellations must be made in writing and received by the Parks & Recreation Division at least seven days in advance of the use date in order to receive a refund. If notice is not received before the seven-day period, the rental fee is forfeited. However, security deposits and staff set up and take down fees will be refunded. The receipt must be presented for refund to be processed. The refund will be mailed in approximately four to six weeks. Refund checks will be made out to the entity whose name appears on the payment check and mailed to the address shown on the rental agreement.

7. General Rules and Regulations

- 7.1 Use of the facility is guaranteed for the period specified in the permit, use beyond that period is neither expressly nor implicitly granted. Event set-up and take down must be included in the rental period.
- 7.2 The minimum rental period for a building or room use is ½ day (4 hours).
- 7.3 Building capacities are based on fire safety codes and are not to be exceeded for any reason.
- 7.4 Facilities are to be left in the same conditions as before use. Chairs, tables, and other furnishings are to be returned to their designated storage place. Floors are to be swept and cleaned if necessary and trashcans are to be emptied. All decorations, fasteners, and other items brought into the facility are to be removed and disposed of properly. Decorations that mar surfaces are not permitted.
- 7.5 Leon County signs, forms, and other materials are not to be removed or altered unless authorized by the division representative in charge.
- 7.6 The Leon County Parks & Recreation Division will not be responsible for providing or supervising any specialized equipment such as cooking equipment, storage, sound reproduction or amplification equipment, stages, platforms, special lighting equipment, film projecting apparatus, power extension cords, or any other specialized equipment. The division representative in charge may disallow the use of specialized equipment for safety reasons or to ensure division policy is followed.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 7.7 The number of tables and chairs provided are limited to the number on site and available. Any additional tables and chairs are the responsibility of the applicant.³
- 7.8 The Leon County Parks & Recreation Division shall not be held responsible for loss or injury incurred in the use of any facility if said loss or injury is a result of circumstances beyond the control of Leon County or its officers or agents. It is incumbent upon the user to ensure that all normal safety practices are observed. Dangerous undertakings are strictly prohibited. All accidents or injuries must be reported to a Division representative immediately.
- 7.9 It is not the purpose of the County to make the parks and recreation facilities available to any person, group of persons, or organizations for personal gain or private profit. Non-profits and school events may be allowed to collect admission fees for approved Special Events (Section 11) to offset costs associated with conducting the event. Admission fees will be approved by the Director of the Division of Parks & Recreation as part of the Special Event Application approval.
- 7.10 The division representative that may be present during the use period shall ensure the facility is open on time, clean and orderly, and the facility is used safely and properly. In no way is the division representative an employee or agent of the applicant.
- 7.11 ~~Alcohol, fireworks, and weapons~~ are not permitted on Leon County Parks & Recreation Division managed property. Tobacco products are not permitted inside Parks & Recreation Division facilities. [Alcoholic beverages are prohibited, except upon prior written approval of the County Administrator, or designee.](#)
- 7.12 Vending of any merchandise is not permitted without written permission from the Parks & Recreation Division Director.
- 7.13 No fires are allowed except in provided barbeque grills and pits.
- 7.14 Individual minors or groups of minors must be properly supervised by adults when using park facilities. Groups composed of minors, including teen events, must be supervised by one (1) adult for each fifteen (15) minors throughout the rental period.
- 7.15 Any person or group in violation of the established rules and regulations, established laws, or constituting a public nuisance, may be required to leave the facility and premises. In addition, the Parks & Recreation Division representative may cancel the rental and deny any future rentals (Refer to Section 8.6).

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 7.16 Applicants' reserved areas are those specifically designated in the permit. Other buildings, rooms, athletic fields, courts may be scheduled by other participants or remain open to the general public.
- 7.17 Permits/reservations cannot be transferred, assigned, or sub-let to any other group or organization for any reason.
- 7.18 Animals, except service animals, are not allowed in Parks & Recreation Division buildings.
- 7.19 The applicant is responsible for all actions, behavior, and damages caused by his/her guests/attendees.
- 7.20 Structures that require installation of poles, wires, wood supports, etc. must have prior approved by the Division Director or his representative.
- 7.21 It is recommended that the applicant or its designee occupy picnic shelters by 11:00 AM the day of the rental.

8. Denial of Rental

The Parks & Recreation Division reserves the right to deny use of facilities based on any the following criteria:

- 8.1 The facility is not available for the requested date and time. This would include events that conflict with Parks & Recreation Division events, conflicts with County government or related business, or if the facility is already rented.
- 8.2 Uses deemed potentially damaging to the facility.
- 8.3 There are simultaneous non-compatible uses of adjacent facilities.
- 8.4 The proposed activity violates Federal, State, or Local Laws.
- 8.5 Potential noise or sound levels deemed to be disruptive and offensive to surrounding neighborhoods and to the comfort of guest or facility visitors.
- 8.6 Individuals or groups that have demonstrated in previous rentals with the Parks & Recreation Division or other entities not to be in the best interest of Leon County. This may include but not limited to, nonpayment, improper use, damage, failure to adequately control participants or spectators, breach of contract, non-compliance of rules, or inaccurate information provided on the application.
- 8.7 Activities that, due to traffic or congestion, would cause access problems for scheduled events or the surrounding community.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 8.8 Activities that are offensive to the accepted community standards.
 - 8.9 Activities that are discriminatory in nature in matters such as sex, race, religion, creed, color, or national origin.
 - 8.10 Activities that are incompatible with Leon County mission to provide for the health, safety, and welfare of the public.
 - 8.11 In lieu of denial of rental application, the Parks and Recreation Division may require additional permitting or security of individuals or groups whose prior rental of County facilities has resulted in documented traffic congestion, damage to facility, non-compliance with County rules and policies, or complaints of noise or offensive behavior.
 - 8.12 Prior violations of Rules and Regulations or Policies will be cause for denial of rentals.
- 9. Use of facilities by Leon County Board employees**
- 9.1 Employees and employee organizations shall be permitted to use County facilities on the same basis, and subject to the same conditions that apply to the general public. However, such use shall be limited to the extent that it does not conflict with the best interest of the County, and that the facility is not required for the use of the County, government, or other related businesses.
- 10. Request to use Parks & Recreation Facilities by Private Organizations on a regular basis**
- 10.1 The purpose of this section is to provide the requirements for organizations that want to use facilities for reoccurring events.
 - 10.2 Upon request by a private organization, the Parks & Recreation Division will verify the availability of the facility.
 - 10.3 The Parks & Recreation Division will provide the representative with a Licensing Agreement. Upon completion of the Agreement, it will be submitted to the Parks & Recreation Director at 2280 Miccosukee Road, Tallahassee, FL 32308. A copy of the organization's 501 (c) (3), Internal Revenue Service status letter, or Florida Department of Revenue tax certificate needs to be included. All groups may be required to pay building rental fees.
 - 10.4 Once approval or denial is given, a Licensing Agreement or Letter of Denial is sent to the organization with a copy to the Community Center Supervisor.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- 10.5 If approval is given, the organization makes all arrangements with the Community Center Supervisor for use of the facility. A copy of the organization's Tax Exempt form needs to accompany each payment or be on file if taxes have been waived.
- 10.6 A private organization is allowed to use the facility on a regular basis for 12 months with no more than two six-month extensions.
- 10.7 The Parks & Recreation Division reserves the right to deny the usage of a facility, based on Section 8.
- 10.8 Organizations are not allowed to store equipment/items at the facilities.
- 10.9 Organizations are not allowed to decorate facility with their literature.
- 10.10 The Parks & Recreation Division reserves the right to cancel the Licensing Agreement at any time due to non-payment, non-compliance with rules and regulations, or misuse of the facility.

11. Special Events

11.1 Definitions:

A. Special Event

A preplanned activity proposed to be held on Leon County park property for the purposes of entertainment, celebration, amusement, cultural recognition, arts and crafts displays, sports demonstrations and/or competitions, non-profit fundraisers, or similar activities that impact normal park operations and interfere with the use of the park by the general public, including activities that involve a caterer, vendor, party planner and/or specialized equipment. The Director of Leon County Division of Parks & Recreation will determine the capacity of a site to determine if the event can be held at the site. This determination will be based on the size of the park and the type of park. i.e.: greenways, passive, active, community center.

B. Applicant

An organization or individual that is conducting/hosting the Special Event. The Special Event Form will be issued in the name of the Applicant, and the Applicant will be responsible for submission of required documentation and for all payments and damages provided

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

herein. This Special Event Form cannot be transferred or sublet to another party. (Refer to Section 7.16)

C. Attendance

Includes event participants, spectators, volunteers, and/or event crew.

D. County Co-sponsored Special Event

A Special Event hosted in part by Leon County and other individuals and/or organizations.

E. County Sponsored Special Event

A Special Event hosted by Leon County.

F. Event Organizer

The individual that is considered the lead planner for the activity being proposed, and will be the point of contact for the Parks & Recreation Division.

11.2 Policy Statement:

Leon County supports Special Events to enhance the quality of life for its citizens. Leon County recognizes that there may be many social, cultural, and financial benefits in hosting special events in the County. Such benefits include a better quality of life, economic growth, increased tourism, and recreation opportunities. Recognizing the importance of Special Events, the County shall establish policies and procedures that will allow for the planning and management of personnel and financial resources in the support of such events conducted at County park facilities.

11.3 Special Event Fees:
(Refer to Sections 5 and 6).

11.4 Special Event Procedures:

A. Persons and/or organizations planning to conduct a Special Event in a County Park must complete a Special Event Form and submit it to:

Leon County Parks & Recreation Division
2280 Miccosukee Road
Tallahassee, Florida 32308

B. Submission deadlines:

Refer to Section 4.1

- C. A Site Map may be required depending on scope and size of event. It should include but may not be limited to placement of things such as:
1. Barricade locations
 2. Vendor locations
 3. Portable restroom locations
 4. Trash receptacle locations
 5. Park roads requested for closure
 6. Tent locations, etc.
 7. Trail closures
 8. Off-site parking
 9. Handicap parking locations
- D. Security Plan may be required depending on scope and size of event. Requirements will be determined in coordination with the park staff and the local law enforcement office. Event organizer may be required to hire off duty law enforcement officers in addition to other security that may be needed on site. Events that have over 500 people present will require approval by local law enforcement prior to proceeding with other event arrangements. This request must be submitted at least two weeks prior to the event.
- E. Traffic flow plan may be required depending on scope and size of event. If so, include route for run/walk, entering and leaving the event, or any other request affecting the flow of traffic. At all times an open traffic lane must be maintained for emergency vehicles to enter and leave the area.
- F. Application information will be used by staff to draft a Special Event Form for use of the park.
- G. A certificate of liability insurance will be required naming Leon County as additional insured in an amount predicated on the anticipated attendance, as determined by Leon County Risk Management.
- H. Trash receptacles will be provided by the Parks & Recreation Division for Special Events with anticipated attendance of less than 200. If anticipated attendance is 200 or more, the Applicant must arrange for additional receptacles and dumpster(s) and provide the Parks & Recreation Division with the name and phone number of the company providing the receptacles and dumpster(s), the date of delivery, and the date of removal. Indicate placement on the Site Map, so it can be approved by the Parks & Recreation Division.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

- I. The Applicant may be required to provide portable restrooms depending on scope and size of the Special Event as determined by the Parks & Recreation Division. Multi-day events will require daily cleaning service. Portable restrooms may be placed one day prior to the Special Event, and must be removed from the site within 48 hours after the end of the Special Event. Applicant shall provide the name and phone number of the provider, the date of delivery and the date of removal. Indicate location on the Site Map.
- J. The Applicant shall provide a Clean-up Plan to explain how Applicant will ensure that all debris will be properly disposed of, how all equipment brought in for the Special Event is to be removed, and how the park and/or facility will be restored to the same condition as it was prior to the Special Event.
- K. Parking for the Special Event will be required to stay within the designated parking lots at the park. All other vehicles will have to be parked off site. The Applicant will be required to submit a plan showing the location of the off site parking, permission letter from the owner to use the area, and describe how the users will be transported to and from the site of the event. All associated fees for parking must be paid by the applicant. A permit from the Department of Growth and Environmental Management for off site parking is required.
- L. The Applicant will be responsible for all signage required for the Special Event.
- M. The County Parks & Recreation Division will only perform additional maintenance to a site for a Special Event that complies with the “Best Management Practices” for maintaining the site for the use it was designed. Anything requested by the Applicant that does not conform to “Best Practices” as articulated in the Florida Forest Stewardship Management Plan will be denied.
- N. The number of Special Events allowed at any one site may be limited by the County. Applicants may be required to combine their Special Event with other events to reduce the number of Special Events held per site.
- O. The Applicant shall sign the Special Event Form and return it to the Parks & Recreation Division with payment of all fees and deposits within 14 days of its receipt. If not received during the 14-day period, the Parks & Recreation Division will cancel the Special Event reservation request. The insurance certificate confirming the required coverage is due a minimum of 14 days prior to the Special Event date.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

Failure to provide the above will result in the forfeiture of all pre-paid fees and the use of the park.

- P. A damage deposit is required in addition to the regular event fee. The deposit amount shall be \$100 or 25% of the fee, whichever is greater. If the reserved area is found to be in good condition following the event, the deposit will be refunded four - six weeks after the Special Event. If repairs are needed, the Applicant's deposit will be utilized to repair damage to park property resulting from the Special Event. In addition, the Applicant will also be responsible for the cost of any damage repair over and above the deposit amount.
- Q. If the Applicant cancels in writing at least 30 days prior to the event, then fees and deposits paid can be applied to another event or will be refunded. If the Applicant cancels in writing 15 – 29 days prior to event, then the total deposit and one half of the fees can be applied to another event or refunded. If notice is not received before the 14-day period, the rental fee is forfeited. However, security deposits and staff set up and take down fees will be refunded. The receipt must be presented for refund to be processed. The refund will be mailed in approximately four to six weeks. Refund checks will be made out to the entity whose name appears on the payment check and mailed to the address shown on the Special Event Form.
- R. Applicant is required to obtain all permits, licenses, and certificates required by County, City, State, Federal, or other applicable regulatory agencies. Examples of these are the County Temporary Use Permit (Ordinance 10-6.804.A), and the City Tent Permit (Land Development Code Section 10-423).
- S. Failure to abide by Parks & Recreation Division Rules and Regulations will result in forfeiture of the Applicant's deposit and may result in future event privileges being suspended.
- T. Leon County EMS (LCEMS) shall review any request for events hosting 500 people or more. The determination for the need of any additional LCEMS resources beyond those available in the area will depend on the venue, temperature, type of event, remote location, ingress and egress in the area, potential helicopter landing zones, and other factors that could impact health and safety. A request for the need of additional LCEMS resources shall be provided at least two weeks in advance. A minimum of three hours of coverage is required for any event that needs coverage. The following will provide guidance for coverage, but could be altered, based on individual events. The number listed would be considered minimum staffing.

Policy No. 06-1
Use and Scheduling of Parks & Recreation Facilities

Number Attendees and Participants Combined	Personnel Required at Passive Attendee Event	Personnel Required at Active Attendee Event
500 – 5,000	2	3
5,000 – 10,000	3	4
10,000 – 15,000	4	6
15,000 – 25,000	5	8
25,000 – 35,000	6	10
35,000 – 50,000	8	12
50,000 – 65,000	9	15
65,000 – 80,000	11	18
80,000 – 95,000	13	20
95,000 – over	15+	22+

Note: LCEMS does not provide water rescue.

- U. The Tallahassee Fire Department (TFD) shall review any request for events hosting 500 people or more. The determination for the need of any additional fire resources beyond those available in the area will depend on the venue, temperature, type of event, remote location, access and egress in the area and other factors that could impact fire and life safety. Request for need of additional fire resources shall be provided to TFD at least two weeks in advance. A minimum of three hours of coverage is required for any event that is determined to need coverage.

11.5 Denial of Use

Refer to Section 8.

Revised ~~01/21/14~~07/12/16

Board of County Commissioners Leon County, Florida

Policy No. 01-07

Title: Meeting Rooms - Library

Date Adopted: ~~June 19, 2001~~ July 12, 2016

Effective Date: ~~June 20, 2001~~ August 1, 2016

Reference: N/A

Policy Superseded: 91-5 "Meeting Rooms – Library" Adopted July 9, 1991;
Policy 01-07 adopted June 19, 2001

It shall be the policy of the Board of County Commissioners of Leon County, Florida that Policy No. ~~91-501-07~~, "Meeting Rooms – Library," adopted by the Board of County Commissioners on ~~July 9, 1991, is hereby repealed and superseded and~~ June 19, 2001, is hereby amended and a new amended policy adopted in its place, to wit:

The Leon County Public Library is pleased to provide use of meeting rooms for the general public. This service brings the resources of the Library and the interests and activities of the community together.

All programs are open to the public. Alcohol beverages are prohibited, except upon prior written approval of the County Administrator, or designee. Meeting rooms are not to be used for personal or private financial profit, advertising or solicitation of business. No admission fee may be charged; however, a fee for resource materials, books or payment for a program speaker may be collected upon the approval of the Library Director.

Granting permission for use of meeting rooms does not imply Library endorsement of the aims, policies or activities of any group.

Assignment of meeting rooms will be given first to community groups, organizations and agencies.

Any group reserving a meeting room must have an adult (18yrs or older), parent or legal guardian in the room at all times that the room is occupied.

The Meeting Room Policy and Procedures will be interpreted and enforced by the Library Director.

MEETING ROOM PROCEDURES AND APPLICATION PROCESS

1. All groups requesting to use Library meeting rooms must complete and sign the “Application for Use of Meeting Rooms” form. The person signing the application assumes full responsibility and assures that no damage or loss will occur to the meeting space, furnishings or equipment.
2. Use of the rooms will be assigned on a first come, first served basis.
3. Use of the rooms for events of community-wide interest may be held on a recurring basis.
4. If a scheduled meeting/program is canceled, the Library should be immediately contacted, so that the room(s) can be made available to other groups. If a room is reserved and the group who reserved the room is over one hour late in arriving, then the room can be given to another group if one is waiting.
5. Minimum capacity for reserving rooms:
 The Donald Henderson Room - 3 or more persons
 Program Room A or B - 10 or more persons
6. Microphones are available for use only when both rooms are booked by the same patron as it causes a disturbance to patrons in the other room.
7. The Library’s Media Section has audio-visual equipment that may be reserved, in adherence with Media rules, for scheduled programs and meetings.
8. All groups holding meetings are responsible for setting up furniture and equipment as needed, and for cleaning up the premises after the meeting’s conclusion. Failure to clean up premises may result in denial of group’s future use of Library meeting rooms.

The piano is for Library sponsored functions only unless approved in advance by the Library Director.

Space/Seating Capacity:

Classroom Style:

Program Room A/B	<u>150</u>
Program Room A	<u>80</u>
Program Room B	<u>70</u>

Meeting Rooms – Library
Policy No.: 01-07

Auditorium Style:

Program Room A/B	<u>270</u>
Program Room A	<u>140</u>
Program Room B	<u>130</u>

Fire Code Occupancy:

Program Room A/B	<u>352</u>
Program Room A	<u>192</u>
Program Room B	<u>160</u>

9. Programs/meetings must be held during regular library hours with adjournment being 15 minutes prior to the Library's scheduled closing time.

Hours of Operation:

Meeting Ending Time

Monday - Thursday:	10:00 a.m. - 9:00 PM	8:45 PM
Friday:	10:00 a.m. - 6:00 PM	5:45 PM
Saturday:	10:00 a.m. - 5:00 PM	4:45 PM
Sunday:	1:00 p.m. - 6:00 PM	5:45 PM

Adopted: June 19, 2001
Board of County Commissioners, Leon County

**LeROY COLLINS
LEON COUNTY PUBLIC LIBRARY
APPLICATION FOR USE OF MEETING ROOMS**

PROGRAM DATE: _____ **PROGRAM TIME: FROM** _____ **TO** _____

ROOM PREFERENCE (when available):

D. Henderson Room (2nd floor) _____ **Program Room A** _____ **Program Room B** _____

NUMBER OF PERSONS EXPECTED TO ATTEND: _____

GROUP/ORGANIZATION: _____

Any Group reserving a meeting room must have an adult (18yrs or older), parent or legal guardian in the room at all times that the room is occupied.


PURPOSE: _____

CONTACT PERSON: _____ **PHONE: Day:** _____

ADDRESS: _____

ARE YOU CHARGING A FEE: YES _____ **NO** _____

AMOUNT: \$ _____ **FOR WHAT PURPOSE:** _____

 **IF AUDIO-VISUAL EQUIPMENT IS NEEDED: Please make arrangements through the Library Technology/Media Section.**

REQUIREMENTS FOR USING THE MEETING ROOMS: Your meeting or program must be open to the public, be free of charge and is not to be used for personal or private financial profit, advertising or solicitation of business. Assignment of meeting rooms will be given first to community groups, organizations and agencies. If a room is reserved and the group who reserved the room is over one hour late in arriving, then the room can be given to another group if one is waiting.

**Minimum Capacity for reserving rooms:
The Donald Henderson Room - 3 or more persons
Program Room A or B - 10 or more persons**

ANY REPRESENTATIONS REGARDING SPONSORSHIP BY LEON COUNTY ARE PROHIBITED UNLESS PRIOR APPROVAL HAS BEEN GRANTED BY THE LIBRARY DIRECTOR.

SIGNATURE _____ **DATE** _____

**Return to: Library Administration Services or Information Desk
LeRoy Collins Leon County Public Library, Level One
200 West Park Avenue
Tallahassee, Florida 32301**

Staff Initials _____

**PARKING IS NOT FREE
LIBRARY DOES NOT SET - UP ROOMS**

**LeROY COLLINS
LEON COUNTY PUBLIC LIBRARY**

APPLICATION FOR USE OF MEETING ROOMS FOR BRANCH LOCATIONS

PROGRAM DATE: _____ **PROGRAM TIME: FROM** _____ **TO** _____

NUMBER OF PERSONS EXPECTED TO ATTEND: _____

GROUP/ORGANIZATION: _____

Any Group reserving a meeting room must have an adult (18yrs or older), parent or legal guardian in the room at all times that the room is occupied.


PURPOSE: _____

CONTACT PERSON: _____ **PHONE: Day:** _____

ADDRESS: _____

ARE YOU CHARGING A FEE: YES _____ **NO** _____

AMOUNT: \$ _____ **FOR WHAT PURPOSE:** _____

 **IF AUDIO-VISUAL EQUIPMENT IS NEEDED: Please make arrangements through the Library Technology/Media Section.**

REQUIREMENTS FOR USING THE MEETING ROOMS: Your meeting or program must be open to the public, be free of charge and is not to be used for personal or private financial profit, advertising or solicitation of business. Assignment of meeting rooms will be given first to community groups, organizations and agencies. If a room is reserved and the group who reserved the room is over one hour late in arriving, then the room can be given to another group if one is waiting.

ANY REPRESENTATIONS REGARDING SPONSORSHIP BY LEON COUNTY ARE PROHIBITED UNLESS PRIOR APPROVAL HAS BEEN GRANTED BY THE LIBRARY DIRECTOR.

SIGNATURE _____ DATE _____

Please return to the Service Desk or call the Branch Location where you are requesting a room:
Northeast 921-1776 / Lake Jackson 488-2665
Dr. B.L. Perry, Jr. 487-1815 / Parkway 487-1926

LIBRARY DOES NOT SET - UP ROOMS

Board of County Commissioners Leon County, Florida

Date: March 11 2016
To: Board of County Commissioners
From: Vincent S. Long, County Administrator
Subject: Follow-up to County Commission Meeting of March 8, 2016

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Fr. Pete L. Zalewski, Pastor Blessed Sacrament Catholic Church

Pledge of Allegiance by Commissioner Maddox

AWARDS AND PRESENTATIONS

- Chairman Proctor presented a Proclamation honoring the Elite 8th Graders at Out of the Box Solution who won the Youth Basketball of America Division II National Championship.
- Chairman Proctor presented a Proclamation declaring March "Believing in Girls" Month in Leon County, Florida.
- Chairman Proctor presented a Proclamation declaring March 6-12, 2016 Women in Construction Week.
- Commissioner Desloge presented a Proclamation recognizing March as American Red Cross Month.
- Presentation of the Ready 4 Work Conceptual Business Development Program
 - Reverend R.B. Holmes, of the Bethel Empowerment Foundation, shared an overview of the program, which aims to support ex-offenders primarily through provision of employment.
 - Lucretia Collins, interim manager for the program, shared local statistics relating to crime rates and those committing crimes and recidivism. The Foundation has secured \$500,000 in non-recurring dollars from the Florida Legislature and requests \$125,000 from both Leon County and the City of Tallahassee to assist with the retrofit of a building and program development.
 - Mark O'Bryan, with Tallahassee Memorial Hospital and Board member, spoke in support of the program.
 - Matt Brown, with TLH State Bank and Board member, spoke in support of the program.
 - Commissioners discussed the value and merits of the program.
 - **Commissioner Maddox moved, seconded by Lindley directing staff to create an agenda item for the April 12, 2016 meeting reviewing the merits of the program and opportunities for funding.**
The motion passed 6-0 with Commissioner Dailey out of chambers.
Staff: Financial Stewardship: Scott Ross, Wanda Hunter, Andy Johnson
- Presentation regarding the Jim Moran School of Entrepreneurship
 - Mike Campbell and Susan Fiorito, of the Jim Moran Institute of Global Entrepreneurship, provided an update on the soon to be established School of Entrepreneurship and future efforts of the Institute.
 - Commissioner Proctor inquired about engagement of minority students. Mr. Campbell responded that a portion of the endowment is secured specifically for that support.

- Commissioner Desloge asked about the partnership role of Domi. Mr. Campbell stated the Institute does not have the tools to support entrepreneurs once they graduate and leave campus. The support of Domi has significantly helped to fill this gap.

CONSENT

ACTION TAKEN: Commissioner Desloge moved, seconded by Commissioner Dozier to approve the Consent Agenda with the exception of Item #8, which was pulled for discussion; and Item #10, which was removed from the agenda.

The motion passed 7-0.

1. Approval of Minutes: January 26 and February 9, 2016 Regular Meeting
The Board Approved Option #1:
 1. **Approve the minutes of the January 26, 2016 and February 9, 2016 Regular Meeting**
2. Acceptance of the Annual Investment Report for Fiscal Year 2014-2015
The Board Approved Option #1:
 1. **Accept the Annual Investment Report for Fiscal Year 2014-2015**
3. Consideration of Full Board Appointment to the Board of Adjustment and Appeals
The Board Approved Option #1:
 1. **The full Board appoints Shaleen Miller to the Board of Adjustment and Appeals (BOAA) for a term of three years.**
4. Acceptance of Status Update Regarding Leon County's Television Broadcast Presence
The Board Approved Option #1:
 1. **Accept the status report.**
5. Ratification of Appointments to the Minority Women Small Business Enterprise Committee and Water Resources Committee
The Board Approved Option #1 & 2:
 1. **Ratify Commissioner Maddox's appointment of Ted Parker to the Minority Women Small Business Enterprise Committee for a term of two years.**
 2. **Ratify Commissioner Proctor's appointment of Jo Laurie Penrose to the Water Resources Committee for term of three years.**
6. Acceptance of Report on Southside Community Efforts and the Leon County Southside School Project
The Board Approved Option #1:
 1. **Accept the report on Southside community efforts and the Leon County Southside School Project**
7. Approval of 2016 Club of Honest Citizens Town and Gown Event to be Held at Tallahassee Community College
The Board Approved Option #1:
 1. **Approve the 2016 Club of Honest Citizens Town and Gown Event to be held at Tallahassee Community College**
8. Approval of Policy No. 16-X "Leon County Succession Management Policy"
[Pulled from Consent]

9. Approval of Payment of Bills and Vouchers Submitted for March 8, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of March 9 through April 11, 2016

The Board Approved Option #1:

1. **Approve the payment of bills and vouchers submitted for March 8, 2016, and pre-approve the payment of bills and vouchers for the period of March 9 through April 11, 2016.**

10. ~~Approval of the Revised Leon County Driveway and Street Connection Guidelines and Procedures Manual [REMOVED]~~

11. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards for April 12 and May 10, 2016 at 6:00 p.m.

The Board Approved Option #1:

1. **Schedule two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to provide private and charter school siting standards for April 12 and May 10, 2016 at 6:00 p.m.**

12. Request to Schedule Two Public Hearings to Consider Proposed Amendments to Leon County Land Development Code to Allow Outdoor Shooting Ranges in the Rural Zoning District for May 10 and June 14, 2016 at 6:00 p.m.

The Board Approved Option #1:

1. **Schedule two required Public Hearings to consider proposed amendments to the Land Development Code to allow outdoor sport shooting ranges in the Rural Zoning District for May 10 and June 14, 2016 at 6:00 p.m.**

13. Request to Schedule the First and Only Public Hearing to Adopt an Ordinance to Regulate Outdoor Dog Friendly Dining Areas for April 12, 2016 at 6:00 p.m.

The Board Approved Option #1:

1. **Schedule the first and only Public Hearing to adopt an Ordinance to regulate outdoor dog friendly dining areas for April 12, 2016 at 6:00 p.m.**

14. Ratification of Board Actions taken at the February 9, 2016 Workshop on Infant Mortality

The Board Approved Option #1:

1. **Ratify Board actions taken at the February 9, 2016 Workshop on Infant Mortality Issues.**

15. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Section 13-58 of the Leon County Code of Laws for May 10, 2016 at 6:00 p.m.

The Board Approved Option #1 & 2:

1. **Schedule first and only public hearing on a proposed Ordinance (Attachment #1) amending Section 13-58 of the Leon County Code of Laws for May 10, 2016 at 6:00 p.m.**
2. **Direct staff to modify County policies regarding the use of alcoholic beverages in County facilities and properties.**

16. Acceptance of the Marketing Status Report from the Division of Tourism Development

The Board Approved Option #1:

1. Accept the Marketing Status Report from the Division of Tourism Development.

17. Adoption of a Resolution in Support of a Grant Application to Construct a Sidewalk on North Monroe Street between Clara Kee Boulevard and Harriet Drive

The Board Approved Option #1:

- 1. Adopt the Resolution in support of a Grant Application to construct a sidewalk on North Monroe Street between Clara Kee Boulevard and Harriet Drive**

18. Approval of License Agreement with Babe Ruth League for Use of Fred George Greenway and Park Baseball Field

The Board Approved Option #1:

- 1. Approve the License Agreement with the Babe Ruth League for use of the Fred George Greenway and Park baseball field (Attachment #1), and authorize the County Administrator to execute.**

19. Approve the First Amendment to the Lease Agreement Between Leon County and the Seminole Radio Control Club, Inc.

The Board Approved Option #1:

- 1. Approve the First Amendment to the Lease Agreement between Leon County and the Seminole Radio Control Club, Inc.**

20. Approval to Award Bid to TALCOR Commercial Real Estate Services, Inc., for the Provision of Nonresidential Real Estate Services

The Board Approved Option #1:

- 1. Approve the award of the solicitation to TALCOR Commercial Real Estate Services, Inc. for the provision of Nonresidential Real Estate Services, authorize staff to negotiate the agreement, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney**

21. Adoption of Proposed Revisions to the Tallahassee-Leon County Planning Commission and Local Planning Agency Bylaws and Adoption of an Updated Tallahassee-Leon County Planning Department Fee Resolution

The Board Approved Option #1:

- 1. Adopt the amended Tallahassee-Leon County Planning Commission and Local Planning Agency Bylaws (Attachment #1) and the updated fee resolution (Attachment #2), based on the recommendation of the Tallahassee-Leon County Planning Commission and the staff report.**

22. Acceptance of the Miccosukee Sense of Place Update.

The Board Approved Option #1:

- 1. Accept the Miccosukee sense of place update.**

23. Adoption of the Lake Jackson Blueway Plan

The Board Approved Option #1:

- 1. Adopt the Lake Jackson Blueway Plan (Attachment #1) and direct staff to coordinate with the Florida Office of Greenways and Trails to designate this water trail as a unit of the State's Paddling Trail Network.**

24. Authorization for Staff to Prepare a FY 2016-2017 Budget Request to Hire a Mobility Fee Consultant in Coordination with the City of Tallahassee

The Board Approved Option #1:

- 1. Direct staff, in coordination with the City of Tallahassee, to submit a FY 2016-17 budget request for the purpose of procuring a consultant to develop a countywide mobility fee framework and ordinance.**

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

25. Acceptance of the Leon County Water Resources Committee 2015 Annual Report

The Board Approved Option #1:

- 1. Accept the Leon County Water Resources Committee Annual Report**

26. Acceptance of the FY 2014-2015 Annual Audit and Financial Report

The Board Approved Option #1:

- 1. Accept the FY 2014/15 Annual Audit and Financial Report, and authorize the Chairman to sign letter transmitting the report to the Auditor General.**

27. Acceptance of the First Quarter FY 2015-2016 County Grant Program Leveraging Status Report

The Board Approved Option #1:

- 1. Accept the First Quarter FY 2015-2016 County Grant Program Leveraging Status Report.**

28. Acceptance of the Status Report on the Competitive Provider Reimbursements for the FY 2016 Primary Healthcare Program

The Board Approved Option #1:

- 1. Accept the Status Report on the Competitive Provider Reimbursements for the FY 2016 Primary Healthcare Program.**

29. Acceptance of Supervised Pretrial Release Division's Annual Report

The Board Approved Option #1:

- 1. Accept the Supervised Pretrial Release Division's Annual Report (Attachment #1), and authorize staff to submit to the Clerk of the Circuit Court.**

30. Acceptance of the 2014-15 Annual Report of the Code Enforcement Board and the Code Compliance Program

The Board Approved Option #1:

- 1. Accept the 2014-2015 Annual Report of the Code Enforcement Board and the Code Compliance Program.**

CONSENT ITEMS PULLED FOR DISCUSSION

8. Approval of Policy No. 16-X "Leon County Succession Management Policy"

(County Administrator/Human Resources)

Commissioner Proctor requested the item be pulled for discussion.

- Commissioner Proctor wanted the item to be discussed by the Board; expressing appreciation for forward thinking, he also encouraged diversity and inclusion of all employees.

Commissioners Dailey moved, seconded by Commissioner Maddox to approve Option #1:

- 1. Approve Policy No. 16-X "Leon County Succession Management Policy".**

The motion passed 7-0.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

Speakers:

- None

GENERAL BUSINESS

31. Consideration of Full Board Appointments of Commissioners to the Value Adjustment Board
(County Administrator/County Administration)

Commissioner Dozier moved, seconded by Commissioner Desloge to appoint Commissioner Maddox and Sauls to the Value Adjustment Board for terms of two years.

The motion passed 7-0.

32. Establishment of the FY 2017 Maximum Discretionary Funding Levels and Initial Budget Policy Guidance

(County Administrator/Office of Financial Stewardship/Office of Management & Budget)

Commissioner Maddox moved, seconded by Commissioner Desloge to Approve Options #1, 2, 3, 4 & 5

1. **Establish the Community Human Services Partnership (CHSP) funding level for FY2017 at \$1,200,000.**

2. **Establish the maximum discretionary funding levels as follows:**

- a. **Homeless Shelter Construction: \$100,000**
- b. **Legal Services of North Florida (additional funding): \$125,000**
- c. **Domestic Violence Coordinating Council: \$25,000**

3. **Maintain the special event funding account as follows:**

Special Event Agencies

	<u>FY 2017 Funding</u>
Celebrate America 4th of July Celebration	\$2,500
Dr. Martin Luther King Celebration	\$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000
County Sponsored Tables/Community Events	<u>\$15,000</u>
Total	\$27,000

4. **Prepare a budget discussion item regarding current outside agency service contracts to evaluate if the funding continues to align with current Board priorities and to ensure this approach continues to be the most efficient and effective method for service delivery. The following entities will be included in the discussion item: TMH Trauma Center; Keep Tallahassee-Leon County Beautiful; Oasis Center; Tallahassee Trust for Historic Preservation; St. Francis Wildlife; Disc Village; Whole Child Leon; UPHS; and the Domestic Violence Coordinating Council.**

5. **Direct staff to work with the City of Tallahassee, the United Way and community agencies in evaluating a two year grant funding cycle for CHSP to commence in FY2018.**

The motion passed 7-0.

33. Approval of the Council on Culture & Arts Capital Improvement Grant Program and Guidelines and Acceptance of a Status Report on Efforts to Streamline Operational Efficiencies

(County Administrator/Office of Economic Vitality)

- In light of the Cultural Plan Committee sun setting in August 2016, **Commissioner Dozier requested an amendment directing staff to create an agenda examining the creation of an Arts and Culture committee.**

Commissioner Maddox moved, seconded by Commissioner Desloge to Approve Options #1 & 2 as amended:

- 1. Approve the Council on Culture & Arts Capital Improvement Grant Program and Guidelines.**
- 2. Accept status report on efforts to streamline operational efficiencies with the Council on Culture & Arts and direct staff to create an agenda examining the creation of an Arts and Culture committee to be housed within the Division of Tourism.**

The motion passed 7-0.

- Staff: Economic Vitality: Cristina Paredes

34. Acceptance of Staff Review of the Canopy Roads Citizen Committee and Recommendations to Improve Development Review Efficiency and Increase Proactive Canopy Road Management, Education, and Outreach

(County Administrator/PLACE/Planning)

- Cherie Bryant provided an overview presentation of the agenda.
- **Commissioner Lindley moved, seconded by Commissioner Dailey to approve Options #1, 2, 3, & 4 with an amendment of Option #2a that would retain all current regulatory review and provide orientation to new committee members.**
- **Commissioner Dailey provided suggested language to modify the proposed amendment of option #4b. The amendment was accepted by the maker of the motion.**
- Twenty-seven speakers addressed the topic.
- **Commissioner Dozier requested an additional amendment to add language providing for bi-monthly meetings of the CRCC and the ability for the CRCC to call additional meetings as needed. The amendment was accepted by the maker of the motion.**

Commissioner Lindley moved, seconded by Commissioner Dailey to Approve Options #1, 2, 3, & 4 as amended:

- 1. Accept staff's report and direct staff to continue to support the Canopy Road Citizen Committee (CRCC) in updating and implementing the Canopy Roads Management Plan and public outreach and education efforts.**
- 2. Direct staff to prepare ordinance amendments to further improve development review efficiency that:**
 - a. Clarifies the CRCC will retain all current regulatory review and provide orientation to new committee members.**
 - b. Adds a requirement for review of all proposed infrastructure projects, including utilities installation and sidewalks in the CRPZ, by formalizing a technical staff committee with membership from Public Works, Planning, and Development Support and Environmental Management (DSEM) to be called the Canopy Road Protection Interdepartmental Committee.**
 - c. Includes the establishment of more objective criteria for the evaluation of projects impacting the CRPZ.**

3. **Direct staff to reassign the County Urban Forester position as dedicated support staff to the expanded protection of the Canopy Road System.**
4. **Direct staff to amend all necessary documents for purposes of:**
 - a. **Modifying the Composition of the Canopy Roads Committee membership to the following: Twelve total members; five appointed by the County and five appointed by the City of which one County and one City appointee shall live on a canopy road; the remaining two members shall be approved by the County and City appointees: a business leader nominated by the Greater Tallahassee Chamber of Commerce and a certified arborist.**
 - b. **Requiring the CRCC to meet at least once annually for the purpose of formalizing an annual report. Furthermore, the CRCC will schedule to meet bi-monthly and have the authority to meet on an as needed basis as determined by the Committee, for the purposes of updating and implementing the Canopy Roads Management Plan and for specific project review.**

The motion passed 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

35. First and Only Public Hearing to Consider the Transfer of Six Small Franchise Areas from Rowe Utilities to Seminole Waterworks, Inc.
(County Administrator/Public Works/Engineering)
- Speaker: John White, president of Meadow Hills homeowner association, expressed concerns of the transfer regarding the internal working operations of both companies.
 - Commissioner Proctor requested clarification of the role of the Board in regards to the Franchise. The County Attorney stated the BCC does not have regulatory authority regarding the concerns raised by Mr. White.
 - **Commissioner Desloge offered an amendment requesting staff send a letter to Seminole Waterworks, Inc. encouraging the company to consider the questions raised by Mr. White.**

Commissioner Lindley moved, seconded by Commissioner Desloge to Approve Option #1 as amended:

1. **Conduct the first and only Public Hearing and approve the transfer of six small franchise areas from Rowe Utilities to Seminole Waterworks, Inc. and direct staff to send a letter to Seminole Water Works.**

The motion passed 7-0.

Staff: Public Works: Tony Parks

36. First and Only Public Hearing to Consider Amendments to the On-Site Sewage Disposal Systems Ordinance
(County Administrator/Development Support & Environmental Management/Environmental Health)
- At the request of Commissioner Proctor, Alex Mahon provided clarification on the 24-inch separation requirement. He expressed the standard is consistent with current Wakulla County requirements and State requirements for all newly installed systems.
 - Speaker: Mike Sundin, a septic vendor, suggested the environmental benefits of the 24-inch requirement for replacement systems do not justify the cost to property owners.

- Speaker: Brian Miller, a septic vendor, suggested the environmental benefits of the 24-inch requirement for replacement systems do not justify the cost to property owners.
- Speaker: Marianne McCall recently repaired her septic system and worries of financial hardship for future repairs or replacement.
- Speaker: Ainé Ryan, a septic vendor, expressed support for only a 12-inch requirement given high cost of a 24-inch standards.
- Speaker: Bart Bibler spoke in favor of the 24-inch standard.
- Commissioners inquired about funding alternatives to help alleviate future financial burden to property owners. The County Administrator affirmed that staff is exploring.
- Chairman Proctor indicated that he would not support the motion as the action would negatively impact the economically challenged residents of the County.

Commissioner Dozier moved, seconded by Commissioner Lindley to Approve Option #1:

1. Conduct the first and only Public Hearing and adopt proposed amendments to the On-site Sewage Disposal Systems Ordinance

The motion passed 6-1 with Commissioner Proctor opposed.

37. ~~First and Only Public Hearing to Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process [REMOVED]~~
(County Administrator/Development Support & Environmental Management/Public Works)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

Speaker:

- Stephen Martin – encouraged the Commission to keep environmental values in mind despite development pressures.
- Dr. Ed Holifield – reflected on the workshop for Infant Mortality and expressed discontent for lack of community engagement and urged further action.
- Bart Bibler – representing Tallahassee 350.org, issued a “Climate Change Litmus test.” He also encouraged further support of Property Assessed Clean Energy (PACE).

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

- None

Items from the County Administrator

- The County Administrator invited Andy Johnson to provide a summary of the final week of the 2016 Legislative season.

Discussion Items by Commissioners

Commissioner Dailey

- None

Commissioner Desloge

- Congratulated Maggie Theriot on her recognition by TCC for National Women's Month.
- **Commissioner Desloge moved, seconded by Commissioner Dailey for the County Attorney to draft an Ordinance requiring the posting of human trafficking hotline. The motion passed 7-0. Staff: County Attorney**
- Requested ratification of a Proclamation recognizing Leon County as a dementia friendly community and directed staff to work with the Department of Elder Affairs on a pilot program. **Commissioner Desloge moved, seconded by Commissioner Maddox. The motion passed 7-0. Staff: Housing Service and Community Partnerships/Community & Media Relations: Eryn Calabro/Matt Cavell**

Commissioner Dozier

- Requested a Proclamation recognizing March as Women's Month to be presented during an off-site event. **Commissioner Dozier moved, seconded by Commissioner Maddox. The motion passed 7-0.**
- Requested a Proclamation to be presented during the April 12, 2016 Commission Meeting for local author Susan Cerulean in recognition of attaining the 2015 Florida Book Award Gold Prize for *Coming to Pass; Florida's Coastal Islands in a Gulf of Change*. **Commissioner Dozier moved, seconded by Commissioner Lindley. The motion passed 7-0.**
- Commended staff on their efforts during the 2016 legislative season.

Commissioner Lindley

- Requested an agenda item status report on enforcement of current animal cruelty regulations. **Commissioner Lindley moved, seconded by Commissioner Dailey. The motion passed 7-0.**
 - Staff: Animal Control and County Attorney
- Requested a Proclamation to be presented off site recognizing Pride Fest. **Commissioner Lindley moved, seconded by Commissioner Maddox. The motion passed 7-0.**
- Approved a Resolution encouraging the State to properly use funds designated for Land Acquisition (known as "Amendment 1"). **Commissioner Lindley moved, seconded by Commissioner Desloge. The motion passed 7-0.**
 - Staff: County Administration and County Attorney: Shington Lamy

Commissioner Maddox

- Reminded the Board about the upcoming Village Square "Created Equal" event.
- Requested that the forthcoming Infant Mortality agenda item, include opportunities for CPR training for mothers in specific census tracts with higher infant mortality rates to be administered through Leon County EMS
 - Staff: Human Service Community Partnership: Ken Morris/Eryn Calabro

Commissioner Proctor

- Requested a Proclamation be presented at the April 12, 2016 meeting in recognition of Mothers in Crisis 25th Anniversary. **Commissioner Proctor moved, seconded by Commissioner Maddox. The motion passed 7-0.**
- Requested staff provide him with a tour of the Leon County Jail, Public Works, and Facilities and invited fellow Commissioners to join him.
 - Staff: County Administration: Shington Lamy
- Shared Piggly Wiggly will open mid-March and thanked others for support of the CRA funding.
- Shared that early voting is occurring for the upcoming Presidential Primary.
- Shared that the spring Home Expo is scheduled for March 19th from 9:00 a.m. – 1:00 p.m

Commissioner Sauls

- None

RECEIPT AND FILE

- None

ADJOURN **The meeting adjourned at 8:00 p.m.**

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, April 12, 2016 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

Board of County Commissioners Leon County, Florida

Date: May 16, 2016
To: Board of County Commissioners
From: Vincent S. Long, County Administrator
Subject: Follow-up to County Commission Meeting of May 10, 2016

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner John Dailey

AWARDS AND PRESENTATIONS

- Chairman Proctor presented a Proclamation honoring Bethel Baptist Church Youth Committee sponsoring “Clean Water for Flint.”
- Chairman Proctor presented a Proclamation recognizing National Public Works Week, the Third Week of May.
- Courtney Atkins, Director, Whole Child Leon, provided a presentation regarding the South City Community Health Assessment sharing that project is the result of collaboration between the South City Revitalization Council (SCRC), FAMU, FSU, and the Florida Department of Health and included focus groups, doorstep surveys, and a community advisory board. Ms. Atkins provided a history of the project and an overview of other SCRC initiatives.
 - Commissioner Lindley expressed appreciation for the efforts lead by SCRC.
 - Commissioner Proctor inquired about the scope of the assessment and thanked the SCRC.

CONSENT

ACTION TAKEN: Commissioner Sauls moved, seconded by Commissioner Desloge to approve the consent agenda.

The motion passed 6-0 with Commissioner Maddox absent.

1. Approval of Minutes: March 8, 2016 Regular Board Meeting
(Clerk of the Court/Finance/Board Secretary)
The Board Approved Option #1:
 1. **Approve the minutes of the March 8, 2016 Regular Board Meeting (Attachment #1).**
2. Approval of Payment of Bills and Vouchers Submitted for May 10, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of May 11 through May 23, 2016
(County Administrator/Financial Stewardship/Management & Budget)
The Board Approved Option #1:
 1. **Approve the payment of bills and vouchers submitted for May 10, 2016, and pre-approve the payment of bills and vouchers for the period of May 11 through May 23, 2016.**

3. Consideration of Full Board Appointment to the Affordable Housing Advisory Committee and to the CareerSource Capital Region Board
(County Administrator/County Administration)
The Board Approved Options #1 & 2:
 1. **The full Board appoints Dianne Williams-Cox to the Affordable Housing Advisory Committee (AHAC) for the remainder of the unexpired term, ending September 30, 2016.**
 2. **The full Board appoints Dave Hager to the CareerSource Capital Region Board for the remainder of the unexpired term, ending June 30, 2017.**

4. Ratification of the April 26, 2016 Fiscal Year 2017 Budget Workshop
(County Administrator/Financial Stewardship/Management & Budget)
The Board Approved Option #1:
 1. **Ratify the actions taken during the April 26, 2016 FY 2017 Budget Workshop, including the budget resolutions and associated amendments and modification to the Fiscal Planning Policy 93-44 (Attachments #1, #2, and #3).**

5. Request to Schedule a Workshop on the Adult Civil Citation Program for July 12, 2016, from 1:00 – 3:00 p.m.
(County Administrator/County Administration /Intervention & Detention Alternatives)
The Board Approved Option #1:
 1. **Schedule a Workshop on the Adult Civil Citation Program for July 12, 2016 from 1:00 – 3:00 p.m. to include the proposed participants.**

6. Approval of the Plat of Rhoden Hill Subdivision for Recording in the Public Records
(County Administrator/Public Works/Engineering)
The Board Approved Option #1:
 1. **Approve the plat of Rhoden Hill Subdivision for recording in the Public Records (Attachment #1).**

7. Approval of City of Tallahassee 2035 Master Sewer Plan Update
(County Administrator/Public Works/Engineering Services)
The Board Approved Option #1:
 1. **Approve the City of Tallahassee 2035 Master Sewer Plan Update (Attachment #1).**

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

None.

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

Speakers:

- None.

GENERAL BUSINESS

8. Approval of a Memorandum of Understanding to Expand CareerSource Capital Region Services through the LeRoy Collins Leon County Public Library System
(County Administrator/PLACE/Economic Vitality/Library)

- Commissioner Dozier expressed her support for the expansion of CareerSource services to new locations and commented on WFSU's Local Routes recent coverage of Leon Works adding that she is excited about the County's partnerships to promote job readiness.

Commissioner Lindley moved, seconded by Commissioner Dozier to approve Option #1:

- 1. Approve the Memorandum of Understanding for Affiliate Status Partnership with CareerSource Capital Region (Attachment #1).**

The motion passed 6-0 with Commissioner Maddox absent.

9. Acceptance of the Status Report on the County's Enforcement of Animal Cruelty and Inhumane Animal Care Violations
(County Administrator/Public Safety/Animal Control)

- The County Administrator invited EMS Chief, Chad Abrams and Cara Aldridge, Animal Control Director, to provide an overview of the status report and staff's recommendations.
- **Commissioner Lindley requested an amendment to authorize an alternative to the monetary civil penalties through community service hours for both the defendants with outstanding balances and future violators.**
- Commissioner Desloge requested an agenda item updating the Board on the potential for consolidation of animal services between the City and County.

Staff: County Administration/Office of Public Safety - Wanda Hunter / Chad Abrams

Commissioner Lindley moved, seconded by Commissioner Desloge to approve Options #1 & 2 as amended:

- 1. Accept the status report on the County's enforcement of animal cruelty and inhumane animal care violations.**
- 2. Direct staff to bring back the necessary ordinance and policy modifications to strengthen the enforcement and collection of civil penalties by:**
 - A. Formalizing the parameters in which the County seeks an order to show cause through the County Court for all violators with unpaid civil fines of more than \$250.**
 - B. Authorizing the use of a collections agency for all unpaid civil citation violations of the Animal Control Ordinance.**
 - C. Authorizing an alternative to the monetary civil penalties through community service hours for both the defendants with outstanding balances and future violators.**

The motion passed 6-0 with Commissioner Maddox absent.

Staff: County Administration/Office of Public Safety - Wanda Hunter / Chad Abrams

10. Approval of Agreement Awarding Bid to CSI Contracting in the Amount of \$445,824 for Phase I Window Replacements of the Leon County Jail
(County Administrator/Public Works/Engineering Services)

Commissioner Lindley moved, seconded by Commissioner Desloge to approve Option #1:

- 1. Approve the Agreement Awarding Bid to CSI Contracting in the amount of \$445,824 for Phase I Window Replacements at the Leon County Jail (Attachment #1), and authorize the County Administrator to execute.**

The motion passed 5-0 with Commissioner Maddox absent and Commissioner Dozier out of Chambers.

11. Approval of Agreement Awarding Bid to M of Tallahassee, Inc. in the Amount of \$568,470 for the Construction of the Old Bainbridge Road at Pullen Road Intersection Improvement Project
(County Administrator/Public Works/Engineering Services)

- Commissioner Proctor stated his support for the modifications to Old Bainbridge Road and asked that efforts be made to expedite the completion of the project before the start of the school year. The County Administrator stated that completion of the project is planned for this summer.

Commissioner Dozier moved, seconded by Commissioner Lindley to approve Options #1 & 2:

- 1. Approve the Agreement awarding bid to M of Tallahassee, Inc., in the amount of \$568,470 for the Construction of the Old Bainbridge Road at Pullen Road Intersection Improvement Project (Attachment #1), and authorize the County Administrator to execute.**
- 2. Approve the Resolution and associated Budget Amendment Request realizing the \$103,533 from the City of Tallahassee into the County budget (Attachment#2).**

The motion passed 6-0 with Commissioner Maddox absent.

12. Consideration of Full Board Appointment to the Tourism Development Council
(County Administrator/County Administration)

- Commissioner Dailey reflected on the high quality of all of the candidates.

Commissioner Dailey moved, seconded by Commissioner Dozier to approve Option #1 as amended:

- 1. The full Board to appoint Michelle Personette to the Tourist Development Council (TDC) to complete the remainder of the resigning member's term, through October 31, 2016.**

The motion passed 6-0 with Commissioner Maddox absent.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

13. First and Only Public Hearing to Consider the Proposed Ordinance Amending Chapter 9 of the Leon County Code of Laws by Enacting a New Article VI, Entitled "Human Trafficking"
(County Attorney)

Commissioner Maddox moved, seconded by Commissioner Desloge to approve Option #1:

- 1. Conduct the first and only public hearing and adopt the proposed ordinance amending Chapter 9 of the Leon County Code of Laws by enacting a new article VI, entitled "Human Trafficking" (Attachment #1).**

The motion passed 7-0

~~14. First and Only Public Hearing to Consider a Proposed Ordinance Amending the Review Process for Accessory Dwelling Units [REMOVED]~~

(County Administrator/Development Support & Environmental Management/Development Services)

15. Second and Final Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards

(County Administrator/Development Support & Environmental Management/Development Services)

- The County Administrator asked that the Board's motion include an amendment to address various scrivener's errors identified by staff in Attachment #1.

Commissioner Maddox moved, seconded by Commissioner Linley to approve Option #1 as amended:

- 1. Conduct the second and final Public Hearing and adopt the proposed revisions to the Leon County Land Development Code to provide private and charter school siting standards and to address various scrivener's errors identified by staff (Attachment #1).**

The motion passed 7-0.

16. First and Only Public Hearing to Consider a Proposed Ordinance Amending Section 13-58 of the Leon County Code of Laws

(County Administrator/Economic Vitality/Tourism Development)

Commissioner Dozier moved, seconded by Commissioner Maddox to approve Option #1:

- 1. Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Section 13-58 of the Leon County Code of Laws (Attachment #1).**

The motion passed 7-0

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

Speakers:

- Mrs. Priscilla G. Stephens Kruize asked that the placard located in Smokey Hollow be updated to include both her name along with the name of her sister Patricia Stephens.

Staff: Blueprint

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

- None

Items from the County Administrator

- None

Discussion Items by Commissioners

Commissioner Dailey

- **Commissioner Dailey moved, seconded by Commissioner Dozier to adopt a resolution honoring the Mt. Zion Primitive Baptist Church scholarship program and recipients, to be presented at an offsite meeting. The motion passed 6-0 with Commissioner Maddox absent.**
Staff: Commission Aide – Andrew Harrison

Commissioner Desloge

- Requested a Proclamation recognizing May 21-27, 2016 as National Safe Boating Week to be presented during the May 24, 2016 Board meeting. **The motion was unopposed.**
Staff: Commission Aide – Brenda Tanner
- Commented on the success of Village Square’s “Fast Forward” event and thanked Maggie Theriot and Tony Park for representing the County.
- Reflected on his participation in this year’s Honor Flight and thanked both the coordinators and staff for their contributions.

Commissioner Dozier

- **Commissioner Dozier moved, seconded by Commissioner Lindley to direct staff to examine the possibility of participating in Second Harvest’s “Fill the Truck” competition during the first week of June. The motion passed 6-0 with Commissioner Maddox absent.**
Staff: County Administration – Heather Peebles

Commissioner Lindley

- Commented on the success of the “Women Can Build” event hosted by the Oasis Center and Habitat for Humanity and commended Commissioner Dozier for her participation
- Commented on the success of the Greater Tallahassee Chamber of Commerce’s “Coffee with your Chairman” event as well as Village Square’s “Fast Forward” event.

Commissioner Proctor

- Commented on the success of the lecture by Dr. Katherine Mooney at the Dr. B.L. Perry Branch Library, an event held as part of the 2016 Festival of Freedom. Commissioner Proctor asked that the Festival schedule be advertised on the Leon County Government Access Channel.
- Requested that staff be directed to bring back an agenda item on a possible Leon County lecture series.

Commissioner Dozier moved, seconded by Commissioner Desloge that staff be directed to bring back an agenda item on a possible Leon County lecture series.

The motion passed 6-0 with Commissioner Maddox absent.

Staff: County Administration – Shington Lamy

- Request a Proclamation recognizing June 2016 as “Great Outdoors Month” to be presented during the May 24, 2016 Board meeting.

Commissioner Dozier moved, seconded by Commissioner Dailey to present a Proclamation recognizing June 2016 as “Great Outdoors Month.” The motion passed 6-0 with Commissioner Maddox absent.

Staff: Commission Aide – Regina Glee

Commissioner Sauls

- None.

RECEIPT AND FILE

None

ADJOURN

The meeting adjourned at 6:15 p.m.

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, May 24, 2016 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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization for Funding of the National Association of Counties' Fall Board Meeting

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:	Shington Lamy, Assistant to the County Administrator for Citizen Engagement Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives

Fiscal Impact:

This item has a fiscal impact. The agenda item requests Board authorization to expend up to \$55,000 for the National Association of Counties' Fall Board Meeting scheduled for December 7-10, 2016. Approximately 225 County Commissioners and NACo Staff from around the nation are expected to attend the meetings. Funding is available in the Tourism Development Fund Balance.

Staff Recommendations:

- Option #1: Authorize the County Administrator to expend up to \$55,000 for the National Association of Counties Fall Board Meeting.
- Option #2: Approve the Resolution and associated Budget Amendment Request in the amount of \$55,000 from the Tourism Development Fund Balance (Attachment #1).

Report and Discussion

Background:

The National Association of Counties (NACo) will hold its Annual Conference July 22-25, 2016 in Los Angeles County, California. At that time, Commissioner Bryan Desloge will ascend to the presidency of NACo and will serve a one-year term as President of the organization. Traditionally, the NACo President hosts a 3-4 day NACo Board of Directors' conference meeting in his/her home county in the fall. On January 27, 2015, the Board directed staff to provide support for Commissioner Desloge's NACo presidency and for the NACo Fall Board meeting, which is scheduled to be held December 7-10, 2016 in Leon County.

The authorization for funding of the National Association of Counties' Fall Board of Directors Meetings is essential to the following FY2012 - FY2016 Strategic Initiative that the Board approved at the January 26, 2016 meeting:

- Support Commissioner Desloge during his term as NACo President. (2016)

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

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

Analysis:

NACo will hold its Fall Board of Directors meeting in Leon County December 7-10, 2016. To realize increased efficiencies in scheduling its annual meetings, NACo will also host its fall Rural Action Caucus (RAC) meeting at the same time, which presents an additional opportunity to showcase Leon County to a national audience. Approximately 225 County Commissioners from around the nation are expected to attend these meetings. Additionally, NACo is expected to secure nationally recognized elected officials and authors as keynote speakers.

County staff has been working closely with NACo to develop an agenda of events that will highlight places that emphasize the richness of our community including the Tall Timbers Research Station, Mission San Luis, and the Florida Historical Capitol, as well as tours that feature innovative facilities that have enhanced the collaboration, efficiency and effectiveness of County Government services including the Apalachee Regional Park, the Public Safety Complex, DOMI Station, and the Kearney Center.

The estimated total cost of the NACo Fall Board meetings is \$160,000. The majority of the cost (\$105,000) is associated with logistical needs for the meetings such as travel, space rental, and equipment rental. These costs will be covered by NACo.

As indicated by NACo staff, host counties are typically responsible for the cost of evening receptions and community tours. The estimated cost of these events is \$55,000. Staff is recommending that the Board authorize the County Administrator to expend an amount not to exceed \$55,000 for the NACo Fall Board meeting. Since the event is expected to attract approximately 225 County Commissioners, their guests, and staff from around the country to Leon County, the Tourism Development Fund Balance has been identified as the most

appropriate funding source for the NACo Fall Board Meeting. Tourism Development has adequate funds available in its fund balance to support this request.

It is important to note that sponsorships are expected to mitigate a significant amount of the cost. The Florida Association of Counties has committed to sponsoring a portion of the event and is actively assisting to seek additional sponsors. Also, the Leon County Tourism Development Division is seeking grant opportunities that may be available through Visit Florida to further defray costs.

Options:

1. Authorize the County Administrator to expend up to \$55,000 for the National Association of Counties Fall Board Meeting.
2. Approve the Resolution and associated Budget Amendment Request in the amount of \$55,000 from the Tourism Development Fund Balance (Attachment #1).
3. Do not authorize the County Administrator to expend up to \$55,000 for the National Association of Counties Fall Board Meeting.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Resolution and associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on Florida Bear Population Management and Related Actions by County Governments

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:	Nicki Paden, Management Intern

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept Status Report on Florida Bear Population Management and Related Actions by County Governments.

Report and Discussion

Background:

During the June 15, 2016 meeting, the Board requested additional information on bear hunt resolutions and bear-attractant ordinances recently adopted by counties across the state relating to bear population management in Florida. This item is an overview of resolutions and ordinances adopted in other counties regarding an anticipated Florida Black Bear Hunt in 2016, efforts to reduce bear-attractants through solid waste collection ordinances, public education efforts, and an anticipated grant opportunity to help reduce human-bear conflicts. **Please note: Following the Board's request for information on June 15th, the Florida Fish and Wildlife Conservation Commission (FWC) voted on June 22nd to delay the consideration of another bear hunting season until 2017.**

The FWC has regulatory and executive powers over wildlife including for maintaining stable populations and habitats while also ensuring the protection of humans from public safety threats of wildlife. Black bears are the only bear found in Florida and have a population of approximately 4,350 throughout the state. Due to the 60% increase of black bears statewide from 2002 to 2015, issues have arisen from black bear and human interaction (Attachment #1). The black bear population continues to increase across the state, while natural habitats are receding, driving the bear population into human-dominated areas. According to FWC, the combination of diminishing natural wild environment and the black bear's instinct to pursue an easy food supply has led to an increase of human-bear conflicts. Statewide, human-bear conflict calls have increased by 400% in the last decade and Leon County is among the top 14 counties with the most human-bear conflicts in Florida (Attachment #2).

In 2013, Leon County partnered with FWC to deploy up to 100 bear-proof trash cans through a pilot program. Residents in the unincorporated areas were able to request the bear-proof trash cans for a three-month trial period at no charge. At the end of the trial period, residents could return the bear-proof cans or begin paying an \$8 per month lease fee. Only about half of the inventory was deployed and many residents returned the bear-proof cans after the free trial period. Although the pilot program has been discontinued, Leon County resident may still request bear-proof cans at the same monthly lease rate.

Analysis:

In response to the continual increase of bear and human interactions, the FWC approved a 10-year Florida Black Bear Management Plan in June 2012 that guides the Bear Management Program. The Management Plan has four components including population management, habitat conservation, human-bear conflict management, and education and outreach. The Plan serves as a guide for policy development and sustaining bear populations and habitats while keeping citizens safe. The objectives of the Florida Black Bear Management Plan are designed to be statewide in nature; however, FWC recognizes the need to have actions that effectively address threats that can differ dramatically from one region of the state to another. As a result, the statewide plan was divided into seven geographic areas known as Bear Management Units

(BMUs) which are centered on bear subpopulations (Attachment #3). The seven geographic regions include the West Panhandle, East Panhandle, North, Big Bend, Central, South Central, and the South Region. Leon County is included in the East Panhandle BMU which has a black bear population of 1,080, an 89% population increase from 2002 to 2015(Attachment #1).

FWC has been working to acquire funds to provide incentive grants to local governments. Local governments across the state have been meeting with FWC to discuss the development of grant opportunities for bear deterrent equipment. To further incentivize local governments, the FWC is planning to allocate a specific percentage of funding to local governments who adopt bear-attractant ordinances.

Florida Bear Hunts

In October 2015, the FWC initiated a hunting season to stabilize four of the seven BMUs in Florida. The BMUs included in the hunt were the East Panhandle, North, Central, and South. Bear hunts were determined the most effective way to manage bear populations to lower the levels of bears entering human developed areas. The bear hunt was utilized to slow the population growth of black bears, but not as a mechanism to resolve conflict issues. The 2015 bear hunt was Florida's first hunt since 1994 and generated \$375,000 to the state from bear hunt permits. The state sold 3,778 permits at the cost of \$100 to state residents and \$300 to non-residents. The 2015 hunt was planned to last one week beginning October 24th but only lasted two days after 298 bears were killed.

The FWC met on June 22nd to deliberate a 2016 Bear Hunt. Throughout the state, there has been vocal opposition to another bear hunt by citizen groups, advocacy organizations, and local governments including six counties. Volusia, Seminole, and Miami-Dade Counties have adopted resolutions expressing their opposition to another hunt taking place in their regions (Attachment #4). Although Pinellas and Hillsborough Counties are not located in BMUs where the hunt took place in 2015, the counties have also expressed opposition by adopting a proclamation and resolution. In addition, Alachua County adopted a resolution reinforcing its opposition by prohibiting bear hunting on county-owned property. According to FWC, Baker County is the lone County that has expressed their support of bear hunting by resolution.

At its meeting on June 22nd, FWC voted 4-3 against a 2016 Bear Hunt and will utilize non-lethal efforts such as habitat management to mitigate rapid population growth and deterrent techniques to help avoid human-bear conflicts. FWC plans to reconvene next year to consider a 2017 hunt.

Bear-Attractant /Solid Waste Ordinances

As a part of the bear management plan, FWC has encouraged local governments to adopt ordinances that will require residents to take precautions to reduce bear attraction. FWC approved a resolution in June 2015 (Attachment #5) that encouraged counties, municipalities, and homeowner associations to develop ordinances that require garbage to be secured from bears. In addition, the resolution provided resources such as technical assistance from FWC staff to local governments and a model ordinance for reference. Two Florida counties have recently adopted bear-attractant ordinances in an effort to reduce bear interaction in human-dominated areas through solid waste collection requirements. Both ordinances can be found in Attachment #6.

Seminole County adopted a bear-attractant ordinance in late 2015 to deter bears from neighborhoods (Attachment #6). The Seminole County Urban Bear Management Ordinance is intended to minimize the risk of dangerous interactions between humans and bears by establishing standards for the storage of materials that attract bears within the Urban Bear Management Area (UBMA). The UBMA is located in the area of Seminole County west of I-4 and is known as the “epicenter of human-bear conflict.” The ordinance requires residents located in the UBMA to reduce bear interactions in their neighborhoods by removing all bear-attractants. In addition, Development Approvals for residential subdivisions within any UBMA are required to enforce to use of bear-resistant trash cans by all residential properties within the subdivision. The bear-attractant ordinance subjects citizens to civil penalties that start at \$100 per violation per day and include provisions that can be potentially difficult to enforce such as keeping pet food indoors unless it is in a secured and closed kennel, cleaning barbecue grills after each use, and requiring residents to wait until 5 a.m. to bring trash cans that are not bear resistant to the curb for pick up. In addition, Seminole County encourages all unincorporated areas in the county to use bear-resistant trash cans and take precautions to make neighborhoods less attractive to bears.

Lake County recently approved a bear-attractant ordinance contingent to take effect upon receiving funding from the FWC (Attachment #6). Lake County’s ordinance will provide approximately 1,000 bear-resistant garbage cans throughout the county for a one-time fee of \$40, with fee-reimbursement available to low-income residents. Unlike Seminole County, Lake County residents will have the option of using bear-resistant cans upon availability. If residents choose to use non-bear-resistant cans, the cans must be secured from bear intrusion until the permitted time to place cans by the curb prior to the 6:00 a.m. collection.

Although bear-attractant ordinances can reduce human-bear conflicts, these ordinances are unlikely to be successful in counties without mandatory garbage collection. In addition, an ordinance could result in a substantial number of citizens being in violation and subject to code enforcement action and fines. Therefore, there does not appear to be a significant benefit for the County to adopt a bear-attractant ordinance at this time. Other opportunities are available to reduce human-bear conflicts including public education, staff training, and securing FWC grant funds without having adopted a bear-attractant ordinance.

Public Education

In conjunction with the adoption of bear-attractant ordinances, the FWC encourages counties to become BearWise. BearWise is a community-wide effort to educate all residents and businesses in a specific area. Through active community education and involvement, FWC hopes to inform residents of the importance of garbage handling to prevent further human-bear conflicts. Santa Rosa County recently partnered with the FWC to host a public workshop to teach residents how to prevent human-bear conflicts and explain what to do if interaction with a bear occurs.

Staff met with representatives from the FWC in March and June to discuss bear-attractant ordinances, public outreach efforts, and FWC's development of grant opportunities for local governments to secure funding to reduce human-bear conflicts. At that time, FWC offered to assist Leon County in becoming a BearWise Community by beginning a series of continuous, sustained, and systematic public education efforts to inform citizens how to coexist with black bears and training front line County employees (Animal Control and DSEM) on bear-attractant and conflict matters. Staff and FWC are continuing to plan bear response training in Leon County.

FWC Grant Opportunity

Although grant criteria and applications have not yet been published, they are expected to become available late summer and will be due in early fall based on conversations with FWC. FWC worked with the Legislature to make available the \$375,000 in revenues collected from the 2015 bear hunt to increase the availability of bear resistant equipment and BearWise practices. Further, the Legislature included an additional \$125,000 from the State Game Trust Fund with the provision that 60% of the total \$500,000 (or \$300,000) be designated to local governments who have adopted bear-attractant ordinances. As previously mentioned, Seminole and Lake Counties are the only counties to have adopted said ordinance at the time of this writing.

In conjunction with the legislative funding, the FWC received a \$325,000 grant from the Conserve Wildlife license plate to combine with state funds for distribution to local governments through a competitive grant process. In total, FWC will make \$825,000 in grants available in FY 2017 for local governments to implement bear resistant equipment in their communities and encourage their citizens to adopt BearWise practices. For the \$825,000 in total grant funding to be made available, \$300,000 will be designated to local governments who have adopted bear-attractant ordinances. Staff anticipates these grants to have local match requirements that will include in-kind resources.

Leon County began BearWise practices in 2013 by making bear-proof trash cans available to residents in the unincorporated areas through a pilot program. Residents were able to use a bear-proof can at no-cost for a three-month trial period. At the end of the trial period, residents could return the bear-proof cans or begin paying an \$8 per month lease fee. The County currently provides and delivers bear-proof trash cans through the County's solid waste providers upon request. Based on the low utilization of the bear-proof cans, staff determined that the \$8 monthly lease fee is cost prohibitive for many residents in the unincorporated area. Therefore, FWC grant funds may be beneficial to Leon County to lower the cost for residents. Alternatively, there may be an opportunity to utilize grant funding to reduce bear-attractants for non-residential properties in the unincorporated area. Once FWC publishes the grant criteria and application materials, staff will review funding opportunities that would allow for the County to provide the bear-proof cans to the customer at little to no cost.

Options:

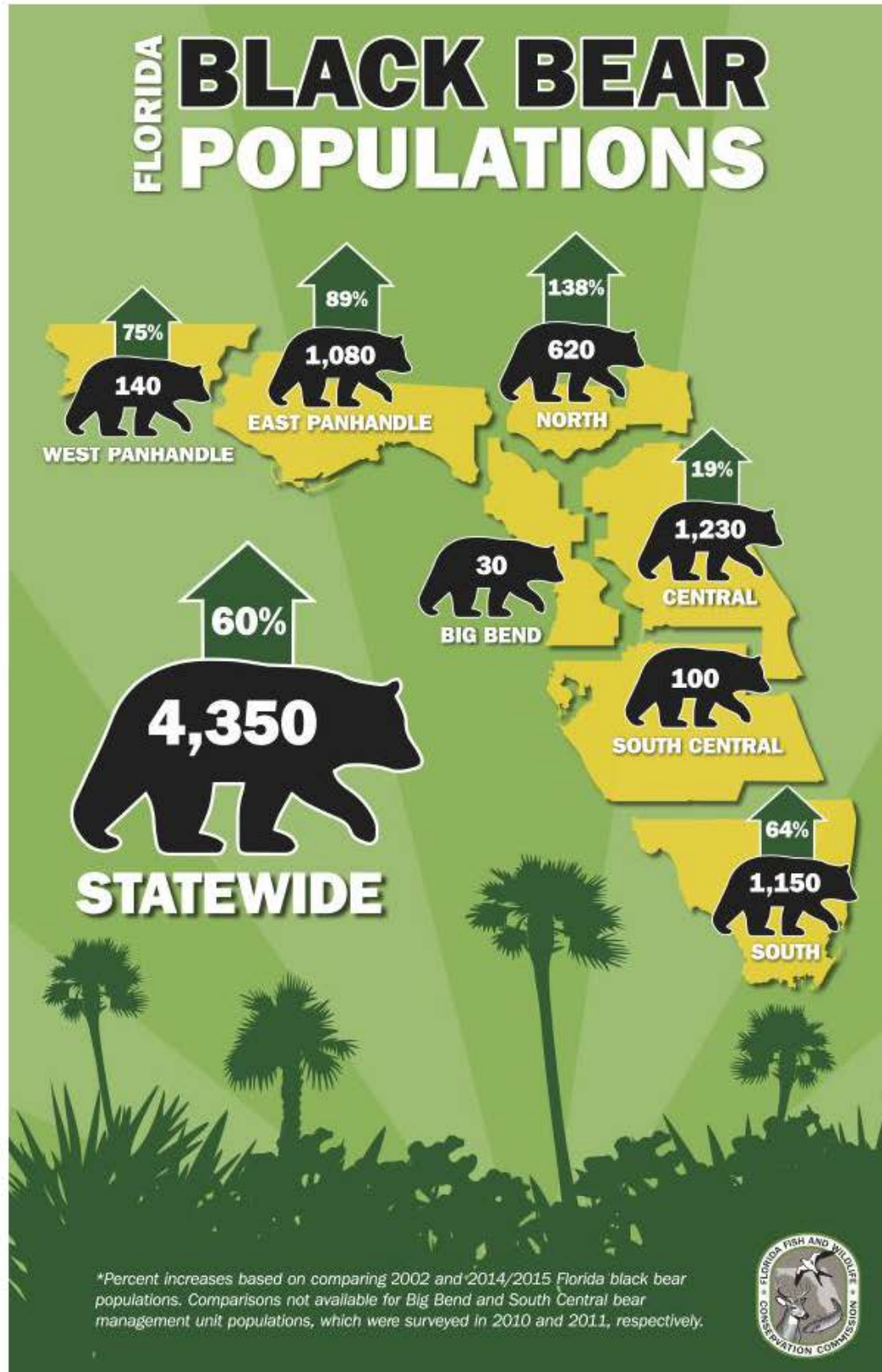
1. Accept Status Report on Florida Bear Population Management and Related Actions by County Governments.
2. Do not accept Status Report on Florida Bear Population Management and Related Actions by County Governments.
3. Direct staff to bring back a bear management ordinance and provide guidance on the elements to be included in the draft Ordinance.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. FWC Graphic: Florida Black Bear Population Growth, 2002 – 2015.
2. FWC's Bear Management Update Presentation by Dr. Thomas Eason and Diane Eggeman, June 2016.
3. FWC's 10-Year Bear Management Plan, June 2012.
4. Florida County Resolutions on Bear Hunting.
5. FWC Resolution Encouraging Local Governments to Adopt Bear-Attachment Ordinances, June 15, 2015.
6. Seminole and Lake Counties' Bear-Attractant Ordinances





Cyril Hines



Bear Management Update
Dr. Thomas Eason
Director, Division of Habitat and Species Conservation

This presentation is a follow up item to previous presentations and Commission discussion regarding Conflict Wildlife as part of the Commission Strategic Planning, Initiatives, and Policy Focal Areas. The main topic for today is bear conservation and management and how it fits into the conflict wildlife paradigm.

Commission Consideration

- Approval to publish Notice of Proposed Rule Amendments:
 - ✓ Bear, Fox, and Raccoon Feeding Rule 68A-4.001(3)
 - ✓ Bear Conservation Rule 68A-4.009
- Approve policy positions:
 - ✓ Even more aggressive removal of conflict bears
 - ✓ Advocacy for adoption of comprehensive waste management
 - ✓ Scaring options for public and law enforcement
- Guidance on use of hunting as a management tool



Staff will request Commission action and approval of these rule and policy areas.

Overview

- Background
- Research
- Management
- Proposed Rule and Policy Changes
- Summary



Margaret Croft/The News Star



This slide provides an overview of what I plan to cover today: brief background information on bears; an update on research and our efforts on a new population estimate; management efforts, including addressing conflict bears, partner and stakeholder engagement, and how hunting could be implemented in Florida; and rule amendments to address feeding, harassing, depredation permits, and other bear management approaches.

Overview

- **Background**
- Research
- Management
- Proposed Rule and Policy Changes
- Summary



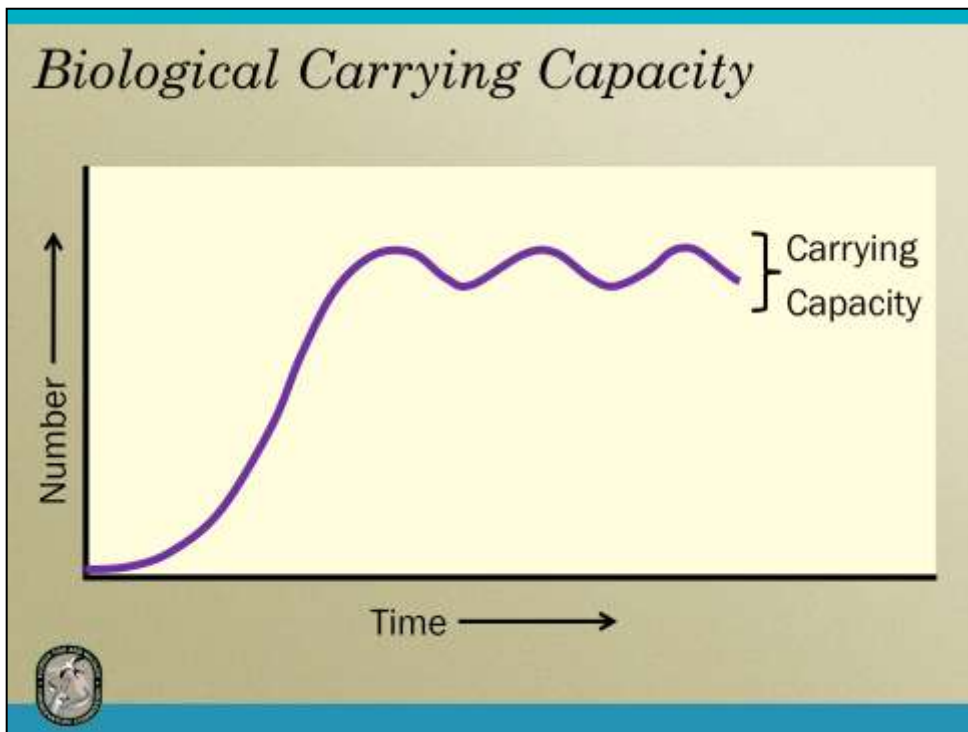
Margaret Croft The Mow Star...



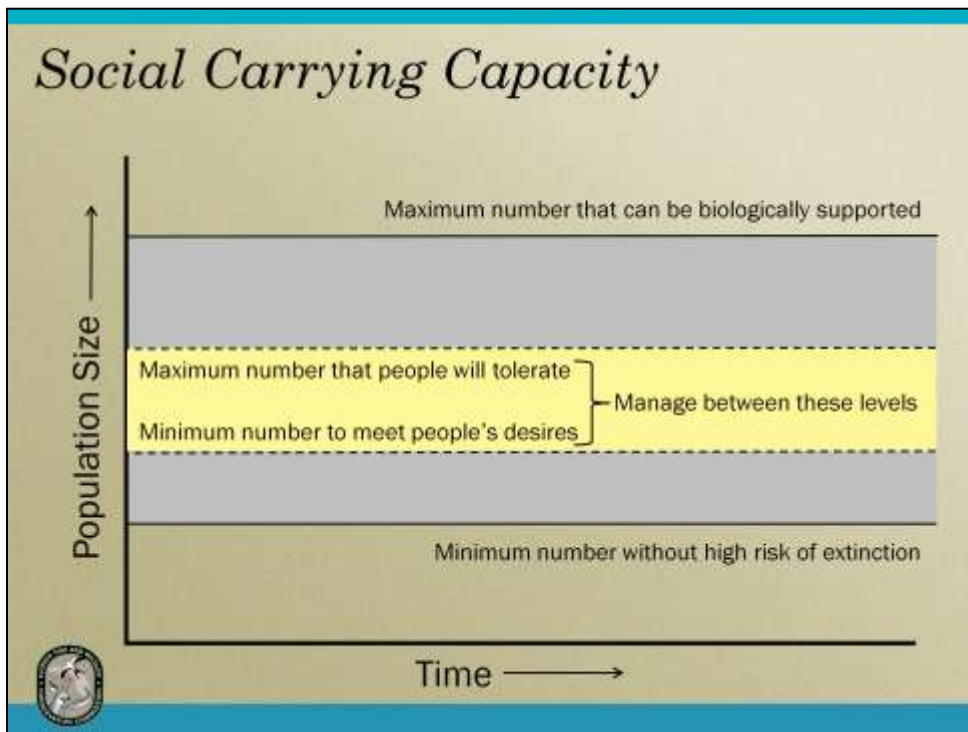


This presentation builds off of the wildlife conflict policy area that Commissioners discussed previously. Bears fit this “Leaning J” concept well.

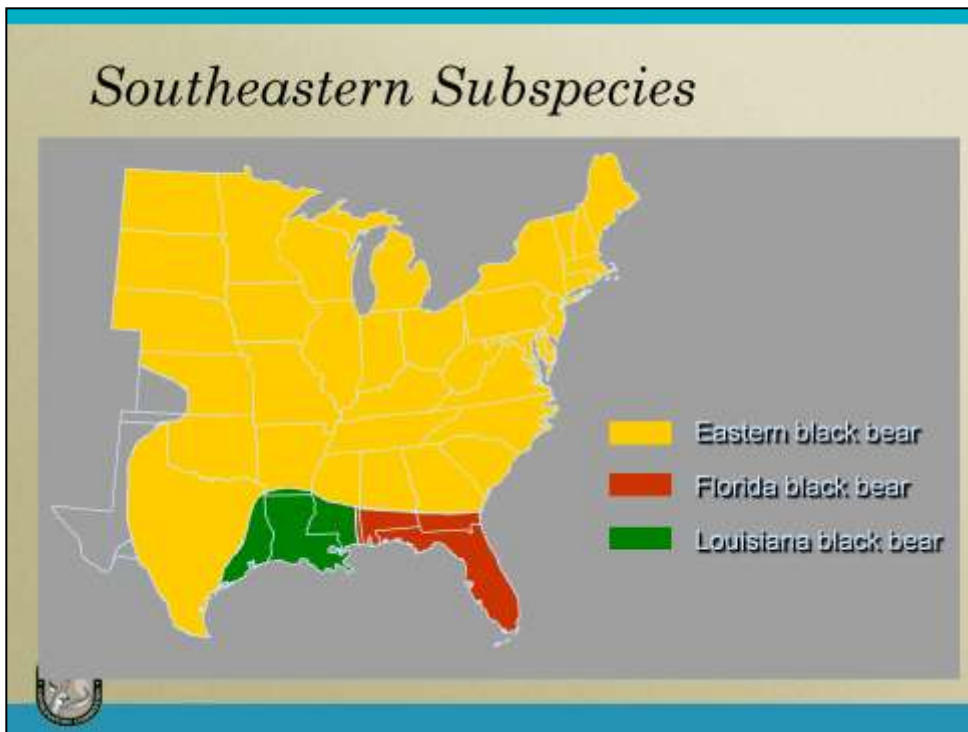
- The first part of the curve is **Little or no management**. In the early centuries as Florida was settled bears numbered around 11,000 statewide and were over exploited and hunted indiscriminately, which led to the bear becoming rare and almost extirpated from Florida.
- Then came the **recovery management** phase. In 1974 the state listed the bear as threatened with populations estimated as low as 300 – 500 bears. Hunting was closed in all but 3 counties until 1994 when the season was closed state-wide. With protection and improved habitats, bear populations began to rebound and bears become more numerous. In 2002, the statewide population was estimated at 3,000 bears. The bear was removed from the state threatened list in 2012, when our current bear management plan was approved.
- As bear numbers have grown over the past decade and human population has increased, we entered the next phase of management, which is **conflict management**. In recent years conflict has increased dramatically. Bear calls have increased 400% over the last decade. We are striving for sustainable coexistence, and look forward to working with you to see what next steps we might take.
- Where we are right now on this curve is subject to individual interpretation, but recent events suggest somewhere squarely in the conflict management zone.



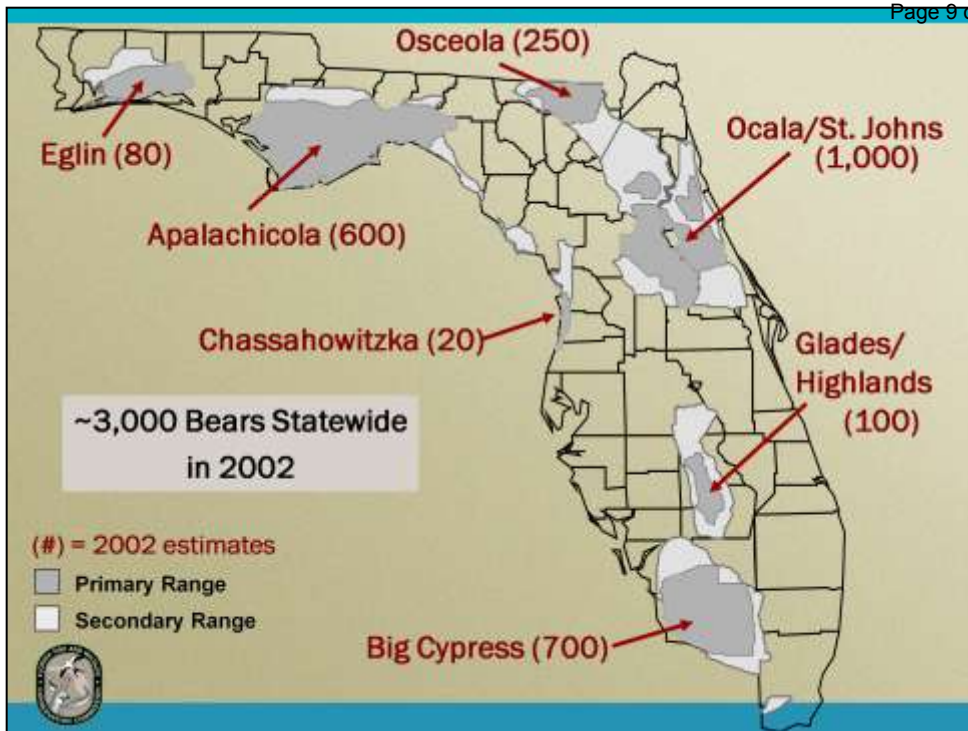
A key concept in how wildlife biologists conceptualize and manage fish and wildlife species is biological carrying capacity. Simply put, the biological carrying capacity is the number of individuals that a given area can support without damage to the natural resources that support them.



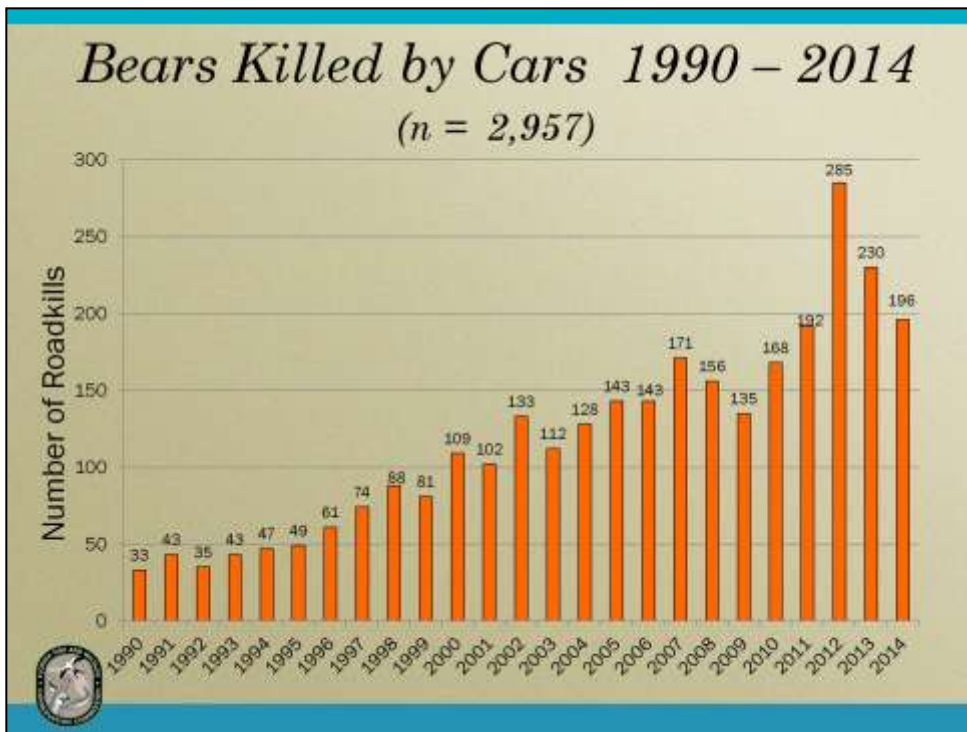
A corollary to biological carrying capacity is social carrying capacity. This is the number of individuals of a species that humans want or can tolerate. Although it can be challenging to achieve, ideally social carrying capacity (yellow zone) lies within the biological carrying capacity of an area (grey zone). Unfortunately, this is not always the case.



There are 16 subspecies of black bear recognized and three of those subspecies occur here in the Southeastern United States. You can see that the range of the Eastern black bear is much larger than either the Florida or Louisiana black bear. Although the subspecies ranges out of state, here in Florida the only subspecies we have is the Florida black bear.



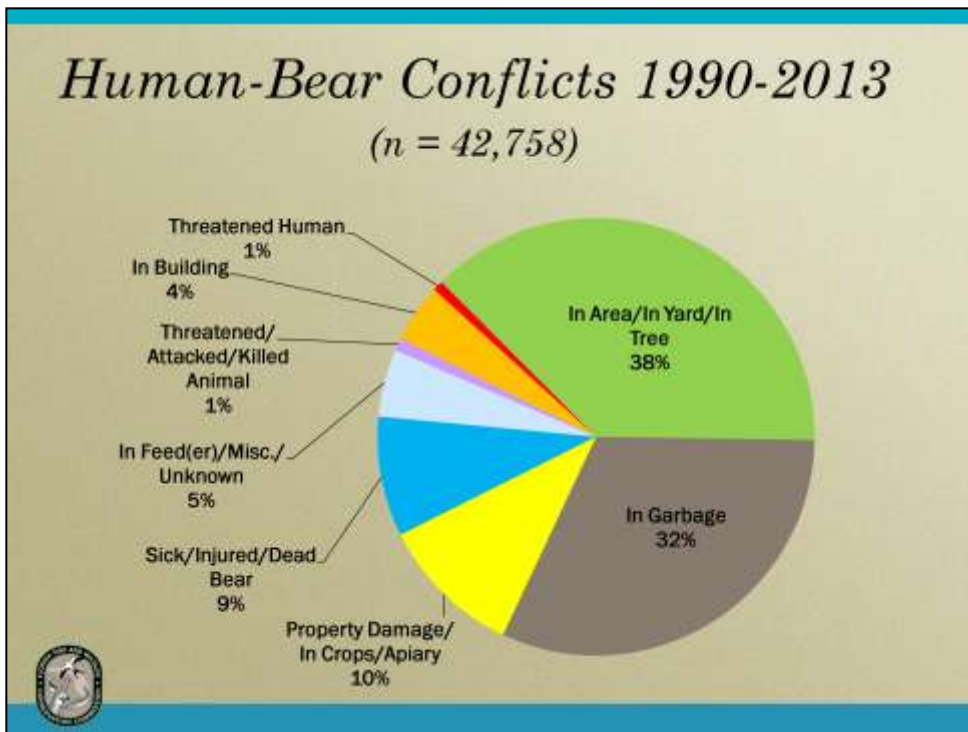
Bears are concentrated in several population centers across Florida where there are large areas of conservation lands. However, bears are very adaptable and can be found almost anywhere in Florida. In 2002, we estimated that there were 3,000 bears statewide and this map represents bear range at that time. FWC generally has depicted bear range as either primary (where densities are higher and there is evidence of female reproduction) or secondary (where densities are lower and there is no evidence of reproduction).



The number of bears killed by vehicles in Florida has increased over the last decades. There are many issues that influence these numbers, like increased vehicle traffic, seasonal food sources for bears, and weather conditions. However, overall, they speak to more bears in the state being susceptible to collisions with vehicles. You can see a dramatic rise in 2012 and it remained high in 2013.



Calls to the FWC about bears have increased dramatically over the last decades as well. Basically, the bear and human populations have been growing, and when both of these groups expand where they are living there can be increased interactions. We also have high density human development right next to bear range, which creates more conflicts. Not all of these calls are negative- many people call to report seeing a bear in their area. Part of this increase in calls likely is due to efforts to better inform Floridians about bears and provide means for them to report to FWC more easily. Nevertheless, these numbers also clearly indicate increasing conflicts between people and bears.



While calls are on the increase, the proportions of the types of calls have not changed dramatically. 70% of the calls received by FWC about bears concern bears getting into the trash, being in a yard, up a tree or in the area. And accessing trash and other human-provided foods is usually the reason bears are in the neighborhood.

Overview

- Background
- **Research**
- Management
- Proposed Rule and Policy Changes
- Summary



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Research Overview


- Population Density and Abundance
- Range Update
- Other Projects



Over the next few slides, I will describe current bear research efforts, with an emphasis on the statewide population assessment now underway.

Population Estimate Timeline

Subpopulation	Estimate
Chassahowitzka	2011
Glades/Highlands	June - September 2014
Ocala/St. Johns	June - September 2015
Osceola	June - September 2015
Eglin	June - September 2016
Apalachicola	June - September 2016
Big Cypress	June - September 2016



This tables shows the dates for our recent population estimates for all seven bear management areas. Some areas are complete but all will be done by Fall of 2016.

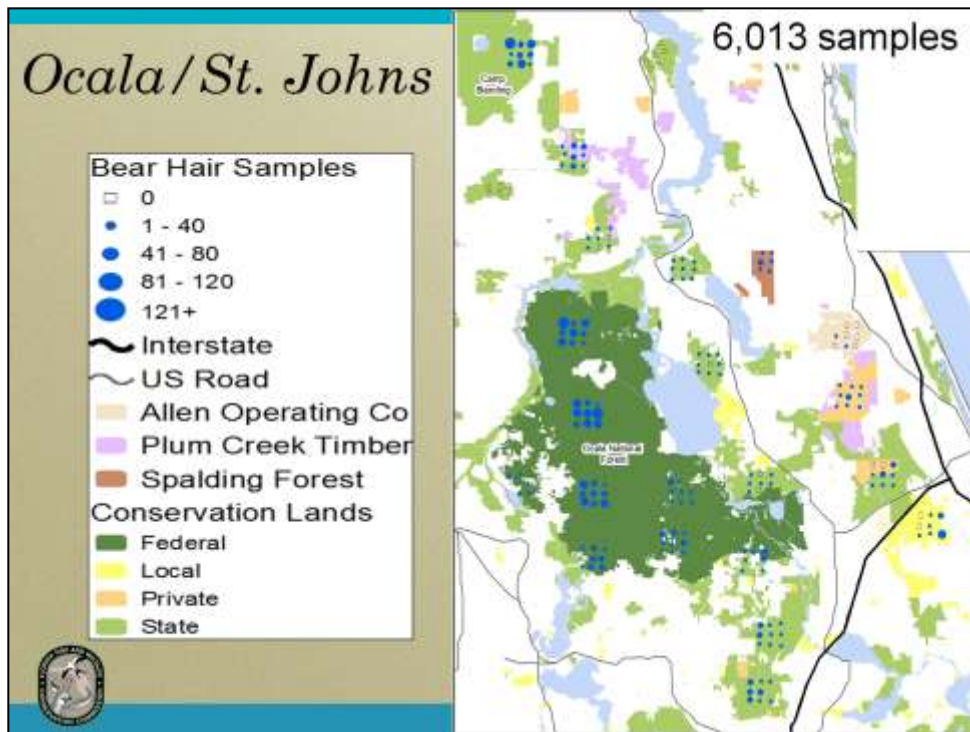
Hair Snare Setup



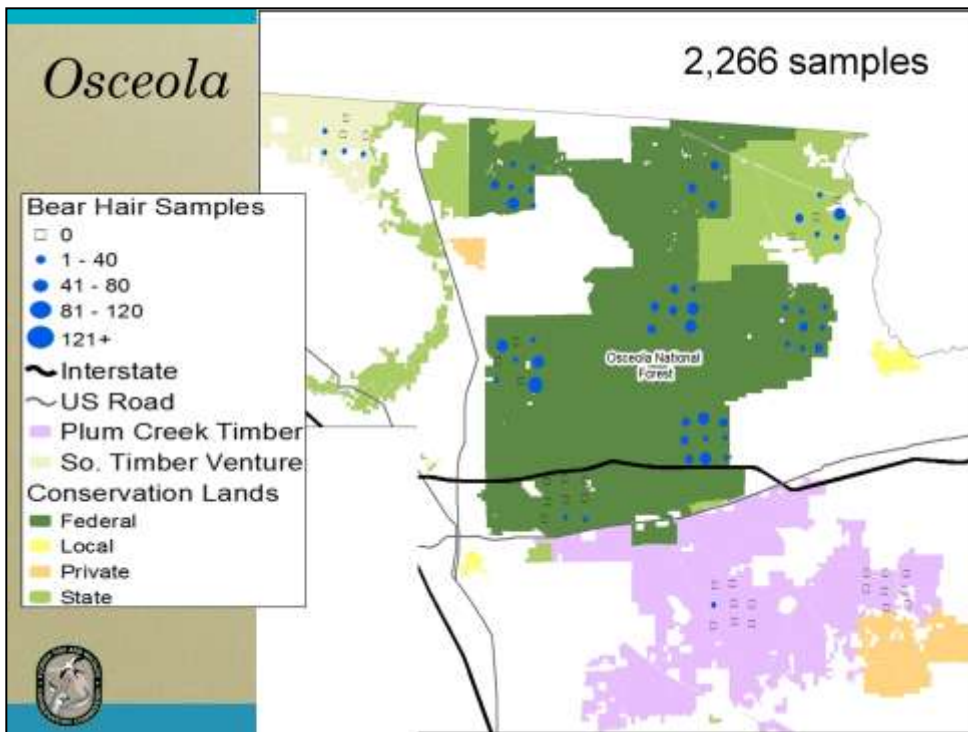
The statewide bear population assessment is based on the simple concept of capturing bear hair samples from baited barbed wire corrals. These pictures show how the corrals are constructed.



Bears enter the corrals to get the bait and leave hair samples behind on the barbed wire. Each bear may leave many samples from a single visit and may visit multiple times during the study period.



This slide shows the preliminary results of our population assessment work in the Ocala, St. Johns area. The blue circles show bear hair snares with the size of the circle indicating the number of hair samples collected. The sampling design consists of a grid of hair snares composed of a number of 3x3 clusters (9 hair snares) spaced approximately 12 km (7.5 miles) apart. Spacing for snares within the clusters is approximately 2 km (1.25 miles). About 18% of snares were on private lands, mostly managed timber company lands. Hair snares were baited and monitored once per week for 6 weeks and we collected 6,013 hair samples between June 16 - July 25, 2014. Please note that this number is not the number of bears in the area because individual bears leave many samples and revisit sites throughout the study period. The number of bears will be estimated from the genetic identification of individuals which then will be run through sophisticated population estimation models.



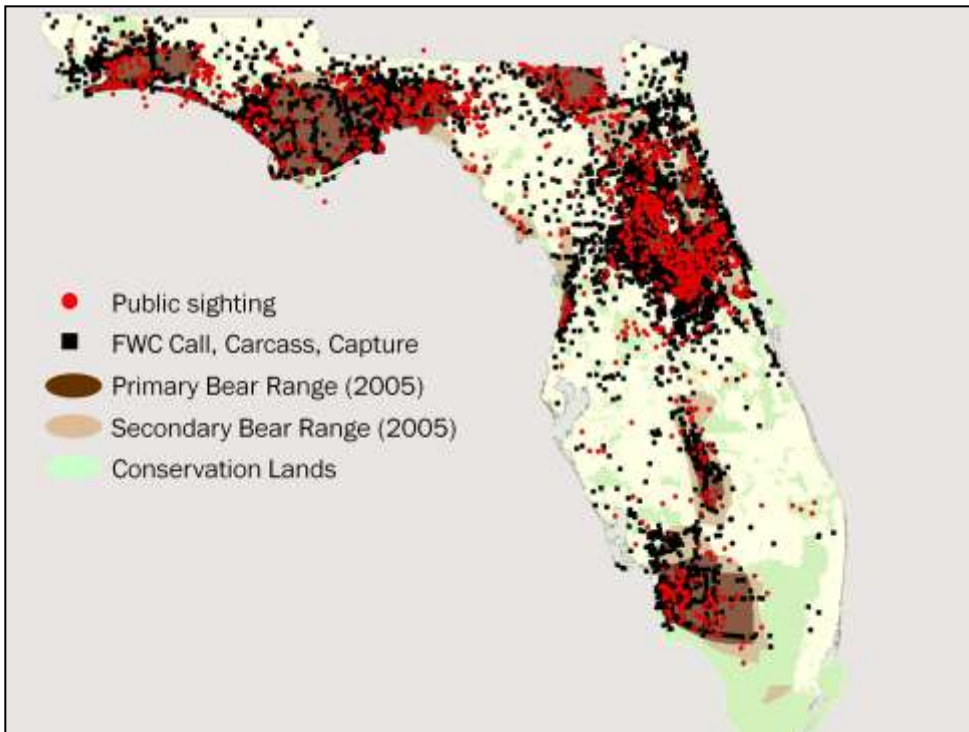
We collected 2,266 hair samples between June 16 - July 25, 2014 in the Osceola study area. It is important to note the apparent barrier of I10, seeing the lack of bear activity south of the highway.

Public Sightings Website

- Since October 1, 2013, received over 2,700 records
 - ✓ 25% include photos
- Data support current bear range and indicate expansion
- Supports presence in areas where FWC data sparse



Another aspect of our research on bears is how we are updating our range maps. On Oct 1, 2013, we started a website for the public to be able to tell us where they are seeing bears. The idea was to have people who are out in the woods tell us where they have seen bears. We have received over 2,700 records at this point and 25% included photos. Overall, the sightings data corroborate FWC's current range maps and support anecdotal data that bear range is expanding. The sightings are a great benefit in certain areas, where we don't have much data from roadkill, calls, and research.



This slide shows a map of the call, capture and carcass data in black, coupled with public sightings in red. These sightings will help us create and keep updated range maps.

Additional Research

- Economics of Bear-Resistant Trashcans - UF



LJ World.com



Career Intelligence

- Bear Habitat Use in Wildland/Urban Interface - UCF



DOF Florida



Other ongoing research on bears in Florida includes:

- The University of Florida is evaluating FWC's efforts and incentives to get municipalities to provide bear resistant garbage containers to residences.
- The University of Central Florida is collaring and tracking bears in the vicinity of Wekiva State Park to study their movements around urbanized areas.

Results from these studies are not available at this time.

Overview

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Bear Management in Florida

- Florida Black Bear Management Plan approved in 2012
- 4 Conservation Focus Areas:
 - ✓ Population Management
 - ✓ Habitat Conservation
 - ✓ Human-Bear Conflict Management
 - ✓ Education and Outreach




FWC developed a 10-year management plan (approved in 2012) that guides the Bear Management Program. The plan was part of the process to remove the bear from the state threatened list. The plan guides everything we do for bears in Florida, including policies, rules, and actions, and helps FWC with annual work plans and progress assessment. The plan is considered a statewide framework that will facilitate managing bears with increased local input and participation. The goal is to maintain sustainable bear populations in suitable habitats throughout Florida for the benefit of the species and people. A sustainable population would be a population with a low risk of extinction, therefore not considered threatened under the state system. Suitable habitats means areas that have natural food sources and sufficient space and cover to support the population. For the benefit of people means we provide opportunities for multiple uses and enjoyment of bears while maintaining public safety.

Bear Management in Florida is multi-pronged and includes several approaches:

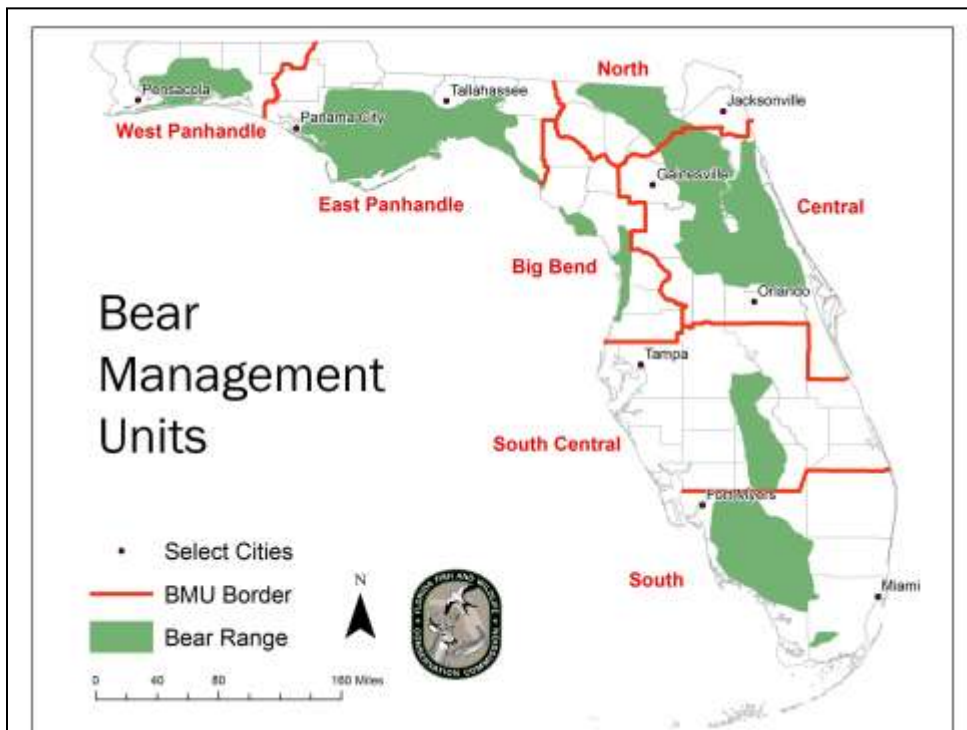
- We collect data to monitor population levels and health status by region.
- We also have worked on land conservation efforts to secure habitat that provides regional connectivity for bears and have ongoing land management efforts in place for those lands.
- To manage conflicts, FWC staff responds directly to conflict situations and has trained first responders in techniques to address human-bear conflicts.
- Staff interact with thousands of people each year to provide assistance and information on resolving problems with bears.
- FWC has formalized stakeholder involvement by setting up seven Bear Stakeholder Groups to gain local input on bear management.

Population Management

- Bear Management Units
- Monitoring Mortality, Especially Roadkill
- Hunting Options




The next slides describe the elements of bear management directly related to population management.



This map shows bear range and the Bear Management Units (BMU) where we are currently developing stakeholder groups to get regional input on bear management issues and solutions. The plan can be thought of as a statewide framework that, through the establishment of BMUs, will bring bear management to the local level. We recognize that each bear subpopulation has different characteristics and interacts differently with the local community. We have formed local stakeholder groups to help us better understand the community and to develop specific approaches that will work best in those areas of the state. Participants include interested citizens, nonprofits, land owners, and county and municipal governments.

Stakeholder Engagement

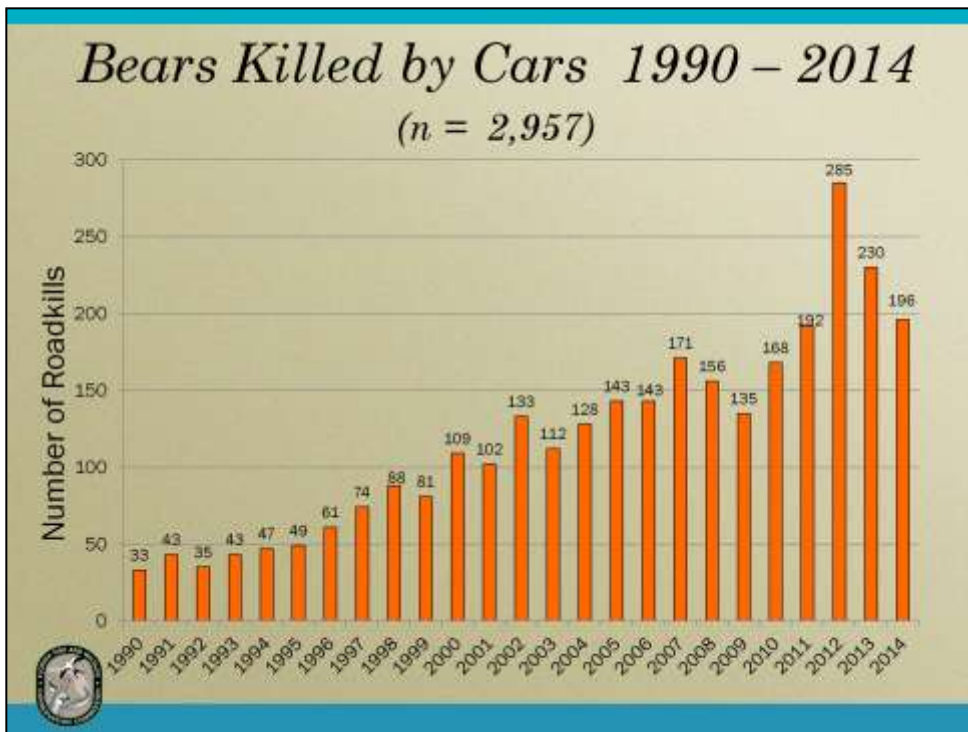
Bear Management Unit	Meetings	Participants
West Panhandle	3	85
East Panhandle	6	101
North	2	61
Big Bend	3	17
Central	7	489
South Central	3	32
South	3	161
TOTAL	27	946



Bear Management Unit government briefings and public meetings were held across the state over 27 meetings. The objective of the meetings was to generate interest in participation for our local Bear Stakeholder Groups. In addition to the initial set up meetings above, Bear Stakeholder Group activity includes:

- West Panhandle has met 4 times.
- Central and South have each met twice.
- East Panhandle has met once.
- North, South Central and Big Bend will meet soon.

To continue local input and coordination, our intent is to have each group meet every 3 months.



Another element of our population management is monitoring and addressing mortality, especially roadkill. As shown earlier, the number of bears hit and killed by cars has increased over the past 25 years. These collisions can cause significant property damage and injury to drivers. We work with the Florida Department of Transportation to post signs warning motorists of areas where they are likely to encounter bears and to install underpasses where appropriate to reduce collisions with bears. Also, FWC staff tracks bears killed as part of our conflict response and from reports by the public.

Florida Black Bear Hunting

- 1936 – First regulated harvest
- 1950 – Bears classified as a game species
- 1994 – Bear hunting closed statewide
- 1981 to 1994:
 - Average harvest = 46 bears/year
 - Harvest range = 22 to 68 bears/year



Bears in Florida were hunted until 1994 when the season was closed to help reduce mortality factors on bears. Prior to 1936, there were no hunting protections for bears. Since then, progressively more restrictive regulations on hunting were put into place to manage the populations appropriately.



Most states (32 of 41) that have resident black bear populations allow hunting and use harvest as a population management tool. The only states other than Florida in the Southeast that do not allow hunting have small populations of bears that still are recovering from near extirpation from those areas. Approved methods for hunting bears include still hunting, hunting with dogs, and hunting over feeding stations.

Conceptual Hunting Framework

- Consider hunting as a tool to manage bear populations and help reduce conflicts
- Take a conservative approach to ensure no negative impacts to bear populations
- Use Bear Management Plan as foundation
 - ✓ Bear Management Unit (BMU) framework
 - ✓ Population levels and goals by BMU
- Limit total mortality to $\leq 20\%$ of any subpopulation
- Females with cubs and bears <100 lbs protected



The following slides depict staff's preliminary thinking on how hunting bears could work in Florida. These ideas will need to be fine tuned and solidified if staff is directed to proceed with developing a hunting season. Staff thinking on how a hunt could be structured in Florida is founded on ensuring hunts would be sustainable to the population and meet management objectives. Also, staff recommend erring on the side of being conservative with harvest until we get several years of experience and data. Then, as appropriate, we could liberalize seasons. Black bear populations can sustain up to 20% mortality annually without negative effect. Therefore, staff recommend limited hunts that would contribute to an overall mortality rate of 20% or less within each Bear Management Unit. The overall mortality rate would include road mortality and removals due to conflict.

Conceptual Hunting Framework


- Limited special opportunity hunts, by permit
 - ✓ Permits available to anyone interested
 - ✓ Limit number harvested by BMU
 - ✓ \$100 permits for in state residents
 - ✓ \$300 permits for out of state residents
- 1 week season in Fall
- Private and public lands
- No hunting over feed or dogs allowed
- Mandatory check-in for all harvest



Staff thinking on how a hunt could be structured in Florida is founded on ensuring hunts would be sustainable to the population and meet management objectives. Also, staff recommends erring on the side of being conservative with harvest until we get several years of experience and data. Then, as appropriate, we could liberalize seasons. Black bear populations can sustain up to 20% mortality without negative effect. Therefore, staff recommends limited hunts that would contribute to an overall mortality rate of 20% or less within each Bear Management Unit. The overall mortality rate would include road mortality and conflict removals. FWC has authority to charge up to \$300 for a special opportunity permit. The average cost of bear hunting in other states is approximately \$50 (range \$25-136) for in state residents and \$255 (range \$65-506) for out of state residents. Therefore, staff proposes \$100 for in state residents and \$300 for out of state residents, with proceeds going back to black bear conservation efforts. Also, staff recommends setting a one week season at first to help limit harvest to intended levels.

Potential Areas and Harvest Limits

BMU	2002 Population Estimate	20% of Population Estimate	Recent Average Roadkill	Recent Average Euthanasia	Potential Harvest Limit
East Panhandle	600	120	65	10	45
North	250	50	8	1	40
Central	1,000	200	118	23	60
South	700	140	7	3	130



This slide shows the areas of Florida and possible harvest limits for bear hunting in those areas. These numbers are for reference and are not being proposed as actual harvest levels. They are intended to give Commissioners a sense of what numbers are likely. The harvest limits were calculated by taking 20% of the average population estimate from the 2002 statewide study and subtracting from that number the most recent five-year average of both roadkill and euthanasia for bears within each BMU. It is important to note that these numbers are based on older population estimates and likely will increase when newer estimates become available in 2015 and 2016. Also, it is important to note that hunting alone will not likely reduce bear conflicts sufficiently in urban and suburban areas, but it has proven to be an effective measure in other states to manage bear populations and support other actions that more directly address human/bear conflicts.

Managing Bear Conflict

Helen Hoyce

WR Fox

Cardace Howard

BearSmart

BearSmart

Most human-bear conflicts come from people inadvertently providing food to bears. Bears have an excellent sense of smell, so they can detect food from miles away. Also, bears need large amounts of food to fatten up for winter dormancy. The key is to eliminate anything that attracts a bear and holds it in an area around people: pet foods, outdoor grills, bird feeders, and importantly garbage. Statewide the biggest attractant for bears is unsecured garbage and we have focused much of our response on garbage solutions.

Addressing Human-Bear Conflicts


- Provide technical assistance
 - ✓ engage with > 20,000 people/year
- Partner with local governments and waste companies
 - ✓ 11 counties offer bear-resistant trashcans
- Provide bear response trainings for local responders
 - ✓ 1,500 trained from 60 agencies since 2007
- Respond to specific human/bear conflicts
 - ✓ 20 contractors to catch and remove bears



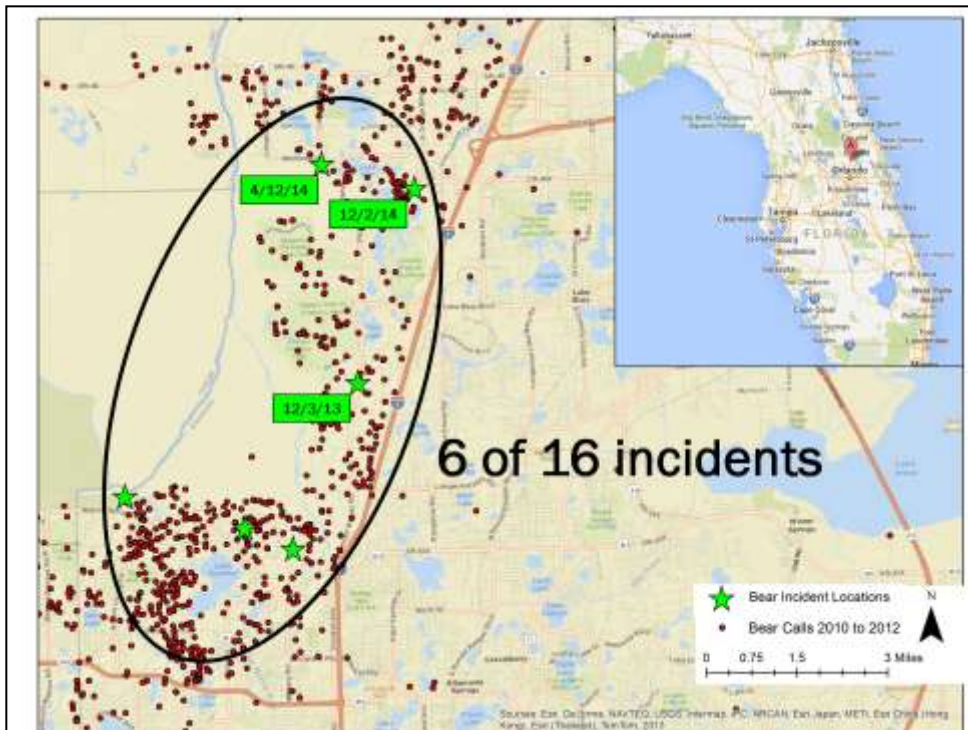
FWC staff talks directly with people calling about particular bear issues and provides information on how to address conflicts. FWC provided grant funding to assist 9 of the 11 counties that now offer bear-resistant trashcans to their residents. The 11 counties are: Franklin, Gadsden (Midway), Highlands, Lake, Leon, Okaloosa, Orange, Santa Rosa, Seminole, Volusia (DeBary), and Wakulla. Of the 1,500 people we have trained, over 800 are staff from partner agencies. We capture an average of 60 bears each year, and half of those are put down (either road injured or safety concerns/conflict).

Bears Injuring People

- 16 people have been injured by bears in Florida since 1976
- ✓ 7 people intentionally interacted with the bear



Despite our best efforts, there are times when bears do injure people. There have been 16 people injured by bears in Florida since 1976 when we started keeping formal records of bear activity. Almost half of the cases involved someone intentionally interacting with a bear, such as hand feeding it or hitting it. 80% of these interactions resulted in minor or moderate injuries to people and 20% have been quite serious.



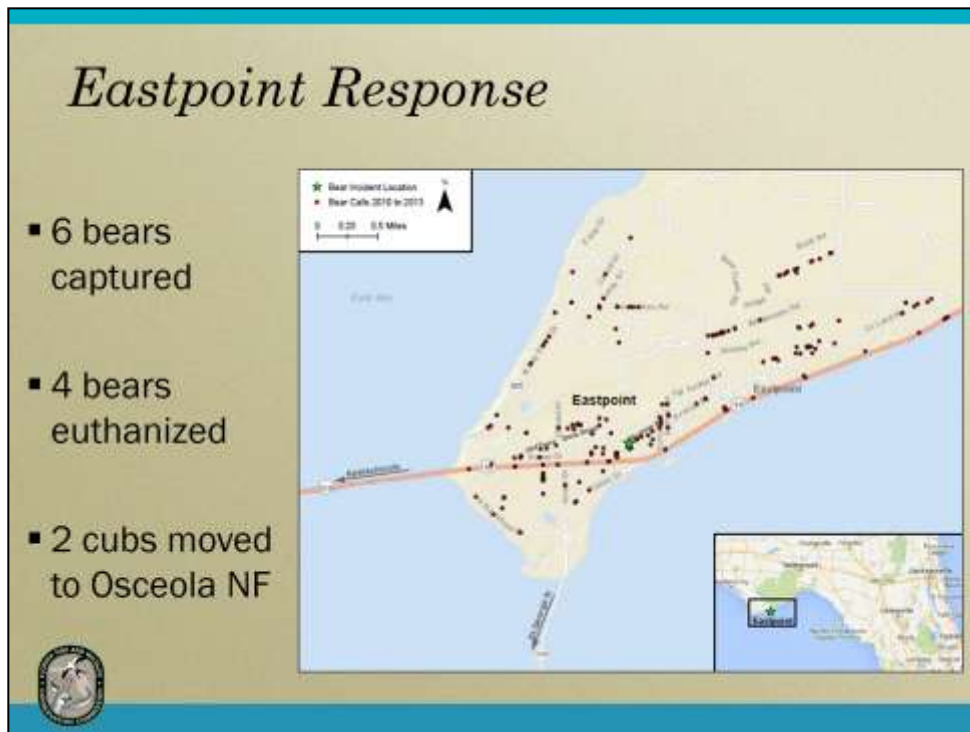
FWC created a plan in 2009 to respond to incidents when a bear injures a person. The plan guides staff involved through their roles and responsibilities. The plan creates a local team, consisting of the Regional Law Enforcement Commander, Biologist, Director, Public Information Coordinator, and Bear Management Program staff. They communicate regularly to discuss events and come to consensus on actions to take within FWC policy. After each incident, we come together and make improvements based on lessons learned.

People Injured by Bears since 2012

- 12/2/13 - Longwood woman walking dogs attacked by female bear with cubs
- 4/12/14 - Lake Mary woman walking in yard attacked by female bear feeding on garbage
- 12/3/14 - Lake Mary woman walking dog attacked by female bear with cubs
- 12/21/14 - Eastpoint teenager walking dog attacked by female bear with cubs



There have been four serious attacks on people by bears over the past year. Along with significantly increasing conflict situations across the state, these attacks have caused FWC staff to reassess the pace and aggressiveness of implementation of our Bear Management Plan. In response, we are taking even more aggressive and proactive actions to ensure human safety and are accelerating consideration of hunting as a population management tool.



Following the attack in Eastpoint, FWC staff responded promptly and removed six bears from the area. Four of these bears were euthanized and two cubs were moved to Osceola National Forest. One of the four bears euthanized, an adult female with cubs, was identified through genetic matching to have been the bear that attacked the victim.

Taking Action

- Expand bear-resistant trashcan availability
- Partner with local government on ordinances, outreach, and law enforcement training
- Amend rules for feeding, hazing and removal permits
- Even more aggressive removal of conflict bears
- Considering hunting to manage populations



Managing conflicts with bears will require increasing efforts in many ways. Properly securing garbage and other attractants is the most important aspect of reducing conflict situations with bears. As we move forward, FWC staff intends to work with local communities to implement comprehensive waste management in conflict areas. In response to increasing conflict situations and four serious attacks over the past year, FWC staff is taking an even more aggressive and proactive approach to conflict bears that linger in urban and suburban areas. These bears may pose a safety risk to residents and FWC actively is engaging to remove that risk. FWC staff also will continue to educate the public about how to reduce and prevent conflicts with bears. Lastly, we will periodically update statewide bear population and range estimates to inform management decisions. There is no single answer to eliminating human/bear conflicts, but a comprehensive approach applying several measures together can greatly reduce the likelihood of serious incidents or attacks in the future.

2014 Expansion of Conflict Response

- 3 new full-time Area Bear Biologists
- 7 additional Bear Response Contractors
- Increased traps, vehicles, and other equipment



In response to rapidly increasing conflicts and several incidents where bears seriously injured people, the FWC requested and received funding from the legislature for increased bear response and management in 2014, which resulted in:

- Increased capacity for field response by adding more traps, vehicles and other equipment
- Additional staff to increase ability to respond to conflicts
 - ✓ 7 additional Bear Response Contractors
 - ✓ 3 full-time Area Bear Biologists
 - ✓ 2 Senior Wildlife Assistance Biologists.



This slide shows the location of FWC bear staff and contractor resources in Florida.

Additional Improvements in 2014

- 2 new full-time staff to address 'Big Picture' issues
- Implemented new agency-wide conflict database
- Survey of public knowledge and attitudes on bears
- Accelerated population assessment



These additional resources help FWC's response to general wildlife conflicts (bears, pythons, coyotes, iguanas, monitor lizards, etc) and have further developed our capacity to respond to human-bear conflicts. We now have an improved agency database to track wildlife conflict calls. Also, we have initiated a human dimensions study on public knowledge and attitudes about bears and related issues and solutions. Lastly, these additional resources have enabled FWC to accelerate the statewide bear population assessment to inform management decisions and actions.

Importance of Bear Resistant Cans

- Made by several manufacturers
 - ✓ variety of models
- Long history of use across the country
- Are more expensive than traditional cans
 - ✓ Can discourage use
- FWC has encouraged their use for years



Bear resistant trash cans have been in use for decades and are a foundational element of reducing human-bear conflicts.

Promoting Use of Bear Cans

- Fish and Wildlife Foundation of Florida Grants to:
- Cost-share 50% of purchase price:
 - ✓ 50 for Orange County
 - ✓ 40 for City of DeBary (Volusia County)
- Paid delivery fee and first months of extra charge:
 - ✓ 100 cans in Leon County
 - ✓ 200 cans in Franklin and Wakulla Counties
- Purchased materials, coordinated volunteers to build sheds:
 - ✓ 70 bear resistant sheds for Collier County
- Provided \$40 credit for first 500 who sign up:
 - ✓ 500 cans for Seminole County
 - ✓ Lake and Highlands counties similar



We must be flexible in working with local governments as they each have different waste management contracts and arrangements for garbage removal. Toward this end, we have utilized Conserve Wildlife Tag grant funding from the Fish and Wildlife Foundation of Florida to cost share with local municipalities and counties the use of bear resistant trash cans.

Securing Garbage Works!

Location	Bear Interactions Before	Bear Interactions After	Reduction
Okaloosa County (modified)	71%	32%	55%
Volusia County (bear resistant)	97%	5%	95%



FWC has conducted two studies of the effects of securing trash from bears. In Ft. Walton Beach (Okaloosa County), 250 regular trashcans were **modified** with hardware to make them more bear-resistant. In Glenwood (Volusia County), 120 **bear-resistant trashcans** were provided to residents. Both the modified and bear-resistant trash cans resulted in significant decreases in conflicts.

Bear Wise Communities

- Regulations require all trash and other attractants to be secure
- Fines for repeat violations
- Education for residents/workers
- Partner communities:
 - ✓ Hurlburt Air Field, Okaloosa County
 - ✓ Wingfield North, Seminole County
 - ✓ Ave Maria, Collier County



Securing garbage and attractants is just one element of a “Bear Wise” approach to living with black bears. FWC staff is working with several communities on being Bear Wise and key elements include: securing trash and attractants, regulations to require use of bear resistant trash cans, fines for repeat violations, and education for residents and workers. Public safety must always come first as we consider the best ways to manage human/bear conflicts in Florida.

Overview

- Background
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Changes to Bear, Fox, Raccoon Feeding Rule

- Clarify prohibition on feeding
- Prohibit feeding of coyotes
- Clarify purpose: to protect public safety and property



Staff recommends replacing the existing language of Florida Administrative Code Rule 68A-4.001 (3) with the following:

Placing food or garbage, allowing the placement of food or garbage, or offering food or garbage in such a manner that the person knew or should have known it attracts black bears, coyotes, foxes or raccoons and in a manner that is likely to create or creates a public nuisance, property damage, or a public safety risk is prohibited.

This change will provide clarification that the rule applies when people knew or should have known their actions would attract these species. Coyotes are attracted to human-provided foods such as garbage, as well as prey on other animals attracted to human-provided foods. Lastly, staff recommends adding 'property damage, or a public safety risk' to the existing language of 'public nuisance'. Adding this language clarifies the reason why we have this rule, which is to protect property and public safety, not merely prevent what some might consider a public nuisance.

Proposed Legislative Changes

Feeding Rule Penalties:

- Current = 2nd degree misdemeanor
- Proposed Penalty Change
 - All feeding rules (except Marine Fish):
 - 1st Offense = Non-criminal, \$100 fine
 - 2nd Offense = 2nd degree misdemeanor
 - **Bears and Crocodilians Only**
 - 3rd Offense = 1st degree misdemeanor
 - 4th+ Offense = 3rd degree felony



In conjunction with the changes to FWC's feeding rule, staff recommends and is working with the legislature to change the penalties associated with the feeding rule. Staff proposes a penalty system that starts with a civil penalty of \$100, however, after the first offense, each subsequent offense is a criminal infraction and the severity of those penalties increases from the 2nd to 4th offenses. There are multiple species involved with FWC's feeding rules and these changes would only apply to bears and crocodilians.

Changes to Bear Conservation Rule

- Remove 'Florida' from all bear references
- Allow for bear depredation permit when:
 - ✓ damage to property
 - ✓ protective methods defeated OR no viable options
 - ✓ FWC unable to capture after 4 trap nights



FWC staff is recommending removal of the word 'Florida' from all bear references to be consistent with existing rules (all of which use 'black bear' not 'Florida black bear') and for clarity in enforcement. Staff also is recommending adoption of rules that allow for depredation permits to be issued in appropriate settings where other measures are not working. Depredation permits would allow a landowner to remove bears if they are causing property damage, and protective measures like electric fencing have failed or are not feasible, and FWC staff has been unable to trap the bear for four or more days. Depredation permits would not be issued in cases that do not meet this criteria or when the safety of surrounding residents may be an issue.

Changes to Bear Policy

- Allow property owners/lessees to scare bears:
 - ✓ paintball guns
 - ✓ Slingshots
 - ✓ bear spray
- Allow agencies/org. to train with FWC to use:
 - ✓ shotguns
 - ✓ starter pistols
 - ✓ other non-lethal



Other recommendations are to allow homeowners and renters to have more options to scare bears off their property, including paintball guns, slingshots, and bear spray. Also, FWC currently trains public safety personnel to scare bears with many different types of non-lethal methods, and then issues them a permit to scare bears. Under this policy amendment, once they are trained, they would not need a permit. Facilitating these hazing actions is important to empower local people to be part of the solution by re-enforcing a healthy fear of humans into bears.

Overview

- Background
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Again, all of these elements discussed today fit into the larger context of conflict wildlife and how to move further into sustainable coexistence for both bears and people.

Key Next Steps

- Short Term
 - ✓ Accelerate removal of conflict bears
 - ✓ Use hunting for population management
 - ✓ Expand bear-resistant trashcan availability
 - ✓ Partner with local government on ordinances, outreach, and law enforcement training
 - ✓ Amend bear rules
- Long Term
 - ✓ Implement comprehensive waste management in conflict areas
 - ✓ Periodically update statewide bear population and range estimates



polizeros.com

The Florida Fish and Wildlife Conservation Commission (FWC) is responsible for managing bears in Florida. Agency efforts are directed by policies and actions set forth in FWC's Florida Black Bear Management Plan, which was approved in 2012. The overall approach is multi-pronged and focuses on maintaining bear populations at healthy levels while ensuring public safety, use, and enjoyment of the bear resource. Human safety is the agency's paramount priority and the agency's approach to human-bear conflicts can be broken down into core short- and long-term components, which deal with addressing immediate safety issues and addressing food attractants and population management for the long-term. Many of these issues, particularly comprehensive waste management, go far beyond the ability of FWC to handle alone. We all must share in the responsibility to manage human-bear conflicts effectively.

Request for Commission Action

- Approval to publish Notice of Proposed Rule Amendments:
 - ✓ Bear, Fox, and Raccoon Feeding Rule 68A-4.001(3)
 - ✓ Bear Conservation Rule 68A-4.009
- Approve policy positions:
 - ✓ Even more aggressive removal of conflict bears
 - ✓ Advocacy for adoption of comprehensive waste management
 - ✓ Scaring options for public and law enforcement
- Guidance on use of hunting as a management tool



Staff requests Commission approval to publish a Notice of Proposed Rule amendments for feeding rules and the Bear Conservation rule. Staff also requests Commission direction on major policy considerations.

1
2 **FLORIDA BLACK BEAR**
3 **MANAGEMENT PLAN**

4 *Ursus americanus floridanus*
5
6
7

8 Approved June 27, 2012
9
10
11
12



23 **Florida Fish and Wildlife Conservation Commission**
24 **620 South Meridian Street**
25 **Tallahassee, FL 32399-1600**
26
27
28
29
30
31

32 Suggested citation: Florida Fish and Wildlife Conservation Commission. 2012.
33 Florida black bear management plan. Florida Fish and Wildlife Conservation
34 Commission, Tallahassee, Florida, 215 p.

Black Bear Management Plan

35 **CREATION OF THE BEAR MANAGEMENT PLAN**

36 In May 2007, a team of staff from the Florida Fish and Wildlife Conservation
37 Commission (FWC) were charged with developing a draft Bear Management Plan.
38 Then FWC Division of Habitat and Species Conservation (HSC) Director, Tim
39 Breault, sponsored the FWC team, which included staff from HSC, Division of Law
40 Enforcement (LE), Office of Community Relations (CR), and Fish and Wildlife
41 Research Institute (FWRI). HSC Deputy Director Thomas Eason led the team in
42 completing its task to deliver a draft Bear Management Plan. The team consisted
43 of the following FWC staff:

44 Mike Abbott – HSC	Brian Scheick – FWRI
45 Jack Daugherty – LE	Stephanie Simek ¹ – HSC
46 Judy Gillan – CR	David Telesco – HSC
47 Walter McCown – FWRI	Adam Warwick – HSC

48
49 A new team of FWC staff was formed in August 2009 to collect public input,
50 revise the plan as needed, and deliver the draft to FWC Commissioners. The new
51 team was lead by HSC Section Leader Kipp Frohlich and FWRI Section Leader Tim
52 O’Meara and included a member from the Office of the Executive Director (OED).
53 The team consisted of the following FWC staff:

54 Lee Beach – LE	Mike Orlando – HSC
55 Dennis David – OED	Brian Scheick – FWRI
56 Terry Doonan – HSC	Billy Sermons – HSC
57 Joy Hill – CR	David Telesco – HSC
58 Walter McCown – FWRI	

59
60 The teams were supported by FWC and University of Florida (UF) staff:
61 Sarah Barrett (HSC) – Administrative and editorial assistance
62 Brian Beneke (FWRI) – Geographic Information System assistance

¹ David Telesco replaced Stephanie Simek during the draft plan process.

Black Bear Management Plan

- 63 Mark Endries (FWRI) – Geographic Information System assistance
64 Karen Nutt (HSC) – Listing rule compliance and editorial assistance
65 James Perran Ross (UF) – Stakeholder coordination, meeting facilitation
66 Kelly Samek (OED) – Legal assistance

67

68 The teams consulted regularly with a Technical Assistance Group (TAG) to seek
69 their input on various drafts of this plan. TAG was composed of representatives
70 from various stakeholder groups and varied in number from 12 to 22 at different
71 stages of the plan. TAG members did not necessarily endorse all components of the
72 plan nor does FWC imply a consensus was reached by all members. TAG included:

- | | | |
|----|-------------------------------|--|
| 73 | Stephanie Boyles ² | The Humane Society of the United States |
| 74 | Austin Carroll | PBSJ Corporation |
| 75 | Amber Crooks | Conservancy of Southwest Florida |
| 76 | Chryl DeCrenza ² | Kleinfelder |
| 77 | Chuck Echenique | Florida Hunting Guides/Public Land Hunters |
| 78 | Jo Anna Emmanuel | St. Johns Water Management District |
| 79 | Manley Fuller | Florida Wildlife Federation |
| 80 | Phillip Gornicki | Florida Forestry Association |
| 81 | Raymond Hamlin ² | Florida Bear Hunters Association |
| 82 | Dennis Hardin | Florida Forest Service |
| 83 | John Hayes | University of Florida |
| 84 | Jennifer Hobgood | The Humane Society of the United States |
| 85 | Tom Hocter | University of Florida |
| 86 | Joi Hosker | Central Florida Bear Hunters Association |
| 87 | Mickey Larkins | Florida Bear Hunters Association |
| 88 | Laurie Macdonald | Defenders of Wildlife |
| 89 | Jim Moyer | St. Joe Company |
| 90 | Carl Petrick | U.S. Forest Service |

² Indicates TAG member who was replaced during the draft plan process with another representative from the same stakeholder group.

Black Bear Management Plan

91	Ray Pringle	Safari Club International Florida Chapter
92	Marian Ryan	Sierra Club
93	Keith Schue	Friends of the Wekiva River, Inc.
94	Carrie Sekerak	U.S. Forest Service, Ocala National Forest
95	Vicki Sharpe	Florida Department of Transportation
96	Steve Shea ²	St. Joe Company
97	Parks Small ²	Florida Department of Environmental Protection
98	Dennis Teague	Eglin Air Force Base
99	Amy Townsend	Kleinfelder
100	Gregg Walker	Florida Department of Environmental Protection

101

102 The team began a public input phase on the first draft of the Florida Black Bear
103 Management Plan in May 2010. However, in September 2010, FWC passed
104 Florida’s Endangered and Threatened Species rule that required biological status
105 reviews and management plans for species currently listed as Threatened and
106 Species of Special Concern in Florida, including the Florida black bear. As part of
107 that process, FWC staff reviewed all available data and the listing criteria, and
108 recommended that bears be removed from the State’s threatened species list. The
109 Commission approved staff’s recommendation in June 2011; however, bears would
110 not be removed from the list until the Commission approved a management plan.
111 The public input process on the 2010 draft was suspended so that the plan could be
112 revised to include the results of the biological status review and conform to the new
113 listing rule requirements. The new draft plan and associated rule was open for
114 public comment from November 10, 2011 to January 10, 2012. Public workshops on
115 the plan were held in Bristol, Naples, Deland, and Gainesville. FWC received over
116 450 comments from 69 individuals and 17 stakeholder group representatives. In
117 addition, Florida members of the Humane Society of the United States sent over
118 2,000 form letters via email to FWC Commissioners regarding the plan. FWC
119 presented the plan and rule as well as a summary of the public comments to the
120 Commission on February 9. The Commission directed staff to revise the plan as

Black Bear Management Plan

121 appropriate and move forward with advertising the associated rule. The rule and
122 revised plan were re-opened for public comment from April 13 to June 1, 2012.
123 FWC received over 100 comments from 12 individuals and 13 stakeholder group
124 representatives. Florida members of the Humane Society of the United States sent
125 over 3,400 form letters via email to FWC Commissioners as well. FWC staff revised
126 the plan based the comments they received and posted the plan with revisions on
127 the FWC website on June 11, 2012. FWC brought the revised plan to the
128 Commission for their consideration on June 27, 2012. FWC greatly appreciates all
129 the time and effort Floridians provided to improve the Florida Black Bear
130 Management Plan.

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EXECUTIVE SUMMARY

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The Florida black bear management plan is intended to create a common framework from which Florida Fish and Wildlife Conservation Commission (FWC) staff and stakeholders can work in a coordinated fashion to conserve bears and maintain their value to people. The goal of this plan is to **“Maintain sustainable black bear populations in suitable habitats throughout Florida for the benefit of the species and people.”** To accomplish this goal, objectives focusing on population, habitat, conflict management, and education were created.

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The population objective is to maintain a sustainable statewide bear population. Several components are identified to accomplish this objective, including managing one bear subpopulation to be at least 1,000 individuals, ensuring that the smaller subpopulations are increased to a minimum of 200 bears each, and increasing genetic exchange between subpopulations.

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The second objective is to maintain habitat in sufficient quantity, quality, and connectivity to meet the population objective. This will include habitat to accommodate at least one subpopulation of over 1,000 individuals and to provide sufficient habitat in the smaller subpopulations to allow for at least 200 bears each. In addition, the plan calls for increased connectivity between bear habitat areas to promote greater genetic exchange.

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The third objective is to reduce human-bear conflicts. A measure of success for this objective will be to reduce the number of bear-related complaints to FWC to below the average number of complaints received annually between 2008 and 2010 levels (1,949). This will be done by coordinating with local government officials in primary bear range to implement methods for reducing conflicts; revising bear policies to create a comprehensive approach to human-bear conflict management; developing protocols to capture institutional knowledge, standardize response, and improve effectiveness in management; and creating partnerships that will help FWC resolve human-bear conflicts.

159 The last objective of the plan is to help Florida citizens have a better
160 understanding of bears, support bear conservation measures, and contribute to
161 reducing human-bear conflicts. This will be done by education and outreach
162 programs; partnerships with government, non-governmental organizations, and
163 other stakeholders; and developing “Bear Smart Communities” in areas of high bear
164 activity. The objective’s aim is to have at least 75% of the people who contact FWC
165 comply with our conflict resolution advice.

166 Shared ownership and responsibility for bear management by FWC staff and
167 stakeholders, both regionally and within local communities, will be important to the
168 successful implementation of this plan. To achieve this end, the plan proposes to
169 divide the state into geographic areas known as Bear Management Units (BMUs).
170 The seven proposed BMUs will allow for management issues and actions to be
171 addressed differently across the state depending on the needs and characteristics of
172 the area. The plan also calls for the development of Black Bear Assistance Groups
173 across the state. Those groups would be composed of local stakeholders and would
174 assist in scoping issues and identifying and implementing actions for bears within
175 each BMU, thereby forming the basis for community co-management of bears.

176 In order to achieve the goal and objectives of the plan, appropriate rules and
177 regulations are needed to provide adequate protection for bears. The plan includes
178 a new rule to be adopted into the Florida Administrative Code that makes it
179 unlawful to injure or kill bears. The rule also states FWC will continue to engage
180 with landowners and regulating agencies to guide future land use so that it is
181 compatible with the bear management plan objectives. While bears have rebounded
182 from historic low numbers and no longer meet the biological criteria for designation
183 as a threatened species in Florida, many conservation challenges remain. This plan
184 is intended to address those challenges and ensure bears will never again need to be
185 listed as a threatened species. Through implementation of the many conservation
186 actions identified in this plan, Floridians can achieve a future that includes bears as
187 a secure and valued wildlife species in our state.

188

TABLE OF CONTENTS

189	Creation of the Bear Management Plan	i
190	Executive Summary.....	v
191	Table of Contents	vii
192	List of Tables.....	ix
193	List of Figures	xi
194	List of Acronyms	xiv
195	Glossary of Terms	xv
196	Chapter 1: Introduction.....	1
197	Chapter 2: Biological and Management Background	5
198	Description	5
199	Reproduction	6
200	Subpopulation Density and Abundance	7
201	Habitat Use and Home Range	8
202	Food Habits	9
203	Mortality.....	11
204	Distribution	13
205	Genetic Profile.....	15
206	Ecological Significance of Bears	17
207	Land Use and Bear Populations.....	17
208	Status, Management, and Hunting.....	22
209	Chapter 3: Threat Assessment.....	28
210	Chapter 4: Conservation Focus Areas	33
211	Conservation Goal.....	33
212	Objectives, Strategies, Actions, Research, Monitoring, and Resources	33
213	Bear Management Units.....	34
214	Objective 1: Population Conservation	37
215	Research and Monitoring for Population Conservation.....	40
216	Objective 2: Habitat Conservation	45
217	Habitat Connectivity	51
218	Habitat Management	53
219	Research and Monitoring for Habitat Conservation.....	55
220	Objective 3: Human-Bear Conflict Management.....	63
221	Research and Monitoring for Human-Bear Conflicts	68
222	Objective 4: Education and Outreach.....	74
223	Support for Black Bear Population and Habitat Conservation.....	75
224	Human-Bear Conflict	77
225	Communities.....	78
226	Private Landowners	79
227	Governmental, Nongovernmental, and Business Organizations	81
228	FWC Staff	83
229	Research and Monitoring for Education and Outreach.....	84
230	Bear Management Unit Profiles.....	94
231	West Panhandle Bear Management Unit	94

Black Bear Management Plan

232 East Panhandle Bear Management Unit 99
233 Big Bend Bear Management Unit 103
234 North Bear Management Unit..... 108
235 Central Bear Management Unit 112
236 South Central Bear Management Unit 117
237 South Bear Management Unit..... 122
238 Chapter 5: Regulation and Enforcement 126
239 Regulations 126
240 Penalties 128
241 Enforcement 128
242 Permitting Framework 130
243 Chapter 6: Implementation Strategy 132
244 Implementation Schedule 132
245 Current Resources for Implementation..... 133
246 Resource Considerations..... 134
247 Coordination with Other Efforts 137
248 Chapter 7: Anticipated Impacts 139
249 Social Impacts 139
250 Economic Impacts 141
251 Ecological Impacts..... 143
252 Literature Cited 145
253 Appendix I. Bear Management Unit, Bear Range and Core Complaints in Florida
254 Counties. 157
255 Appendix II. Florida Black Bear Biological Status Review Report 159
256 Appendix III. Florida black bear harvest data, 1981 to 1994..... 185
257 Appendix IV. Status of black bears in states with resident bear populations. 186
258 Appendix V. Description of Potential Bear Habitat..... 188
259 Appendix VI. Sample Ordinance to Reduce Wildlife Attractants 190
260 Appendix VII. Description of Bear Smart Communities Program 192
261 Appendix VIII. Proposed Rule..... 196

262	LIST OF TABLES
263	Table 1. Estimates of density and abundance for five Florida black bear
264	subpopulations in primary range in 2002 extrapolated from bear density estimates
265	(from Simek et al. 2005). 8
266	Table 2. Annual home ranges of female Florida black bears within the range of the
267	subspecies..... 10
268	Table 3. History of published reports on Florida black bear numbers from 1700 to
269	2002. Note: Different methods with varying degrees of confidence were used to
270	estimate populations over time; therefore a comparison of estimates among years
271	may not be appropriate..... 20
272	Table 4. Chronological history of events regarding Florida black bear management.
273 23
274	Table 5. Abundance estimates and minimum population objectives for each Bear
275	Management Unit (BMU). 38
276	Table 6. Strategies and actions involving the Population Conservation Objective,
277	with estimates of resources available to implement the action, and associated
278	timeframes for implementation. 42
279	Table 7. Area needed to meet the minimum population objective, potential bear
280	habitat, potential bear habitat predicted to remain in the year 2020, and potential
281	bear habitat in Conservation Lands for each Bear Management Unit in Florida.... 48
282	Table 8. Strategies and actions involving the Habitat Conservation Objective, with
283	estimates of resources available to implement the action, and associated timeframes
284	for implementation. 56
285	Table 9. Number of core complaints for each Bear Management Unit, 2008-2010. 64
286	Table 10. Strategies and actions involving the Conflict Management Objective, with
287	estimates of resources available to implement the action, and associated timeframes
288	for implementation. 70
289	Table 11. Percentage of Floridians who had some level of agreement (Agree or
290	Strongly Agree) with selected statements regarding Florida black bears (from Miller
291	et al. 2008)..... 76
292	Table 12. Strategies and actions involving the Education and Outreach Objective
293	with estimates of resources available to implement the action, and associated
294	timeframes for implementation. 86
295	Table 13. Ten-year cost estimates for one action item from each objective that
296	would benefit from other resources for implementation of the Florida Black Bear
297	Management Plan..... 136
298	Table 14. Landscape-scale wildlife habitat planning efforts in Florida. 138

Black Bear Management Plan

299 Table 15. Florida counties identified by Bear Management Unit (BMU), whether in
300 primary (1) and/or secondary (2) or in neither bear range, and the number of core
301 complaints received from the public by Florida Fish and Wildlife Conservation
302 Commission in 2010..... 157

303 Table 16. Bear harvest information for Apalachicola Wildlife Management Area
304 (WMA), Osceola WMA, and Baker and Columbia counties, Florida 1981 to 1994
305 (Reproduced from GFC 1993)..... 185

306 Table 17. Population estimates, trends and hunting status of the 41 states with
307 resident black bear populations (compiled from Spencer et al. 2007, Hristienko et.
308 al. 2010, Lackey and Beausoleil 2010, and state agency websites/personnel)..... 186

309 Table 18. Land cover/land uses identified as primary, secondary, or traversable
310 habitat for Florida black bears (Endries et al. 2009). 189

311

LIST OF FIGURES

312 Figure 1. Historic (pre-1800) and 2005 occupied bear range in Florida (from Simek
313 et al. 2005)..... 2

314 Figure 2. The relative importance of vision, hearing and smell to bears is implied
315 by the animal’s relatively small eyes, large ears and very long snout. 5

316 Figure 3. The range of the Florida black bear subspecies. Primary range is a
317 contiguous area that has documented evidence of female bears and reproduction;
318 whereas secondary range includes areas where bears consistently occur but has
319 infrequent evidence of females or reproduction (Florida range map produced by
320 FWC [Simek et al 2005]; Alabama and Georgia range maps by Clark et al. 2006).. 14

321 Figure 4. Changes in black bear distribution in Florida from before 1800, 1978
322 (Brady and Maehr 1985), and 2005 (Simek et al. 2005). 15

323 Figure 5. An unrooted phylogenetic tree depicting the genetic relationships among
324 Florida black bear populations (from Dixon et al. 2007). Branch lengths correspond
325 to genetic distance. Subpopulations are Eglin (EG), Apalachicola (AP), Aucilla
326 (AU), Osceola (OS), Ocala (OC), St. Johns (SJ), Chassahowitzka (CH),
327 Highlands/Glades (HG), and Big Cypress (BC)..... 17

328 Figure 6. Types of human-bear conflicts, as described by callers, received by FWC
329 from 1990 to 2010 in Florida (n = 25,249). 29

330 Figure 7. Number of reports relating to bears received by the Florida Fish and
331 Wildlife Conservation Commission from 1990 to 2010 (n = 25,249; one report may
332 include several telephone calls). 30

333 Figure 8. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
334 documented each year from 1990 to 2010 in Florida (n = 2,057)..... 31

335 Figure 9. Number of bears killed by vehicles, or euthanized due to vehicle injuries
336 compared to vehicle traffic on state roads (FDOT 2010) from 1998 to 2010 in
337 Florida. 32

338 Figure 10. Bear Management Units and occupied bear range in Florida..... 35

339 Figure 11. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
340 West Panhandle Bear Management Unit..... 95

341 Figure 12. Bear-related reports received by FWC in the West Panhandle Bear
342 Management Unit between 1990 and 2010 (n = 3,584). 97

343 Figure 13. Bear-related report types received by FWC in the West Panhandle Bear
344 Management Unit between 1990 and 2010 (n = 3,584). 97

345 Figure 14. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
346 documented each year in the West Panhandle Bear Management Unit between
347 1990 and 2010 (n = 98). 98

Black Bear Management Plan

348 Figure 15. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
349 East Panhandle Bear Management Unit. 100

350 Figure 16. Bear-related reports received by FWC in the East Panhandle Bear
351 Management Unit between 1990 and 2010 (n = 3,705). 101

352 Figure 17. Bear-related report types received by FWC in the East Panhandle Bear
353 Management Unit between 1990 and 2010 (n = 3,705). 102

354 Figure 18. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
355 documented each year in the East Panhandle Bear Management Unit between 1990
356 and 2010 (n = 499). 102

357 Figure 19. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
358 Big Bend Bear Management Unit..... 104

359 Figure 20. Bear-related reports received by FWC in the Big Bend Bear
360 Management Unit between 1990 and 2010 (n = 203). 106

361 Figure 21. Bear-related report types received by FWC in the Big Bend Bear
362 Management Unit between 1990 and 2010 (n = 203). 107

363 Figure 22. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
364 documented each year in the Big Bend Bear Management Unit between 1990 and
365 2010 (n = 14). 107

366 Figure 23. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
367 North Bear Management Unit. 109

368 Figure 24. Bear-related reports received by FWC in the North Bear Management
369 Unit between 1990 and 2010 (n = 297). 110

370 Figure 25. Bear-related report types received by FWC in the North Bear
371 Management Unit between 1990 and 2010 (n = 297). 111

372 Figure 26. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
373 documented each year in the North Bear Management Unit between 1990 and 2010
374 (n = 70). 111

375 Figure 27. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
376 Central Bear Management Unit. 113

377 Figure 28. Bear-related reports received by FWC in the Central Bear Management
378 Unit between 1990 and 2010 (n = 15,558). 115

379 Figure 29. Bear-related report types received by FWC in the Central Bear
380 Management Unit between 1990 and 2010 (n = 15,558). 115

381 Figure 30. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
382 documented each year in the Central Bear Management Unit between 1990 and
383 2010 (n = 1,146). 116

384 Figure 31. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
385 South Central Bear Management Unit. 118

Black Bear Management Plan

386 Figure 32. Bear-related reports received by FWC in the South Central Bear
387 Management Unit between 1990 and 2010 (n = 430). 120

388 Figure 33. Bear-related report types received by FWC in the South Central Bear
389 Management Unit between 1990 and 2010 (n = 430). 120

390 Figure 34. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
391 documented each year in the South Central Bear Management Unit between 1990
392 and 2010 (n = 78). 121

393 Figure 35. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the
394 South Bear Management Unit. 123

395 Figure 36. Bear-related reports received by FWC in the South Bear Management
396 Unit between 1990 and 2010 (n = 1,444). 124

397 Figure 37. Bear-related report types received by FWC in the South Bear
398 Management Unit between 1990 and 2010 (n = 1,444). 125

399 Figure 38. Number of bears killed by vehicles, or euthanized due to vehicle injuries,
400 documented each year in the South Bear Management Unit between 1990 and 2010
401 (n = 147). 125

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LIST OF ACRONYMS

- BBAG:** Black Bear Assistance Group
- BMU:** Bear Management Unit
- BRP:** Bear Response Program
- BSC:** Bear Smart Community
- DOT:** Florida Department of Transportation
- FWC:** Florida Fish and Wildlife Conservation Commission
- GFC:** Florida Game and Fresh Water Fish Commission (predecessor to FWC)
- LAP:** Landowner Assistance Program
- NF:** National Forest
- NWR:** National Wildlife Refuge
- TAG:** Technical Assistance Group
- USFS:** U.S. Forest Service
- USFWS:** U.S. Fish and Wildlife Service
- WMA:** Wildlife Management Area

419

GLOSSARY OF TERMS

420 **Black Bear Assistance Group (BBAG):** A group of stakeholders solicited by
421 FWC to provide local input on issues related to managing bears in Florida. This
422 plan envisions one local group per Bear Management Unit (BMU).

423 **Bear Management Unit (BMU):** These areas are geographically delineated by
424 county borders and divide the entire state (and subsequently the group of bears
425 living there) into smaller areas to more appropriately manage and conserve bears in
426 Florida based on the following criteria:

- 427 1) Commonality of geography and population dynamics for bears;
- 428 2) Human social components related to interactions and management;
- 429 3) Shared management characteristics, objectives, and response;
- 430 4) Logistics in oversight and management; and
- 431 5) Balance of geographic and issue scale – not so broad that the whole state is
432 included, not so fine that every bear is treated differently.

433 **Bear Smart Community (BSC):** An area of human habitation (such as a
434 subdivision, a municipality or a rural collective) within occupied bear range where
435 the residents, businesses and government act to prevent human-bear conflicts and
436 reduce risks to human safety and private property by eliminating access to human
437 food sources, encouraging education and using appropriate waste management.

438 **Biological Carrying Capacity:** The maximum number of animals that a habitat
439 in a specific area can sustain without negative impacts.

440 **Carbon Banking:** Carbon banking is the process of growing trees to capture and
441 store carbon dioxide from the atmosphere. Energy companies pay money to
442 landowners to create carbon banks so they can receive carbon credits that are
443 traded on the open market.

444
445 **Carnivore:** 1. A species placed in the Order Carnivora by taxonomy, based on
446 dentition and other skeletal characteristics. Although black bears are behaviorally
447 omnivores, they are taxonomically classified as Carnivores. Note: references to the
448 taxonomic order are always capitalized. 2. An animal whose diet consists almost
449 entirely of meat. Note: references to the dietary term ‘carnivore’ are not capitalized.

450 **Conservation Lands:** Long term stability in habitat quantity or quality,
451 regardless of whether publicly or privately owned, as measured by the managed
452 lands category of the Florida Natural Areas Inventory in 2009.

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Black Bear Management Plan

454 **Core Complaints:** A subset of the all bear-related calls received by FWC that are
455 thought to be complaints, used in this plan to measure change in complaint levels.
456 Core complaints will consist of the following categories: Apiary, Attacked animal, In
457 building, In crops, In feed, In feeder, In garbage, Killed animal, Property damage,
458 Threatened animal, and Threatened humans. Categories of human-bear
459 interactions not included as core complaints include: Dead bear, In area, In tree, In
460 yard, Sick/injured bear, and Other.

461 **Food Conditioned:** The term describes the behavior of a bear which indicates it
462 has had previous contact with people and was rewarded with food, resulting in the
463 bear seeking human-sources of food.

464 **Habitat:** An area with sufficient food, water, cover, and security to support
465 wildlife, including bears.

466 **Habituated:** The term describes the behavior of a bear which tolerates close
467 proximity to people and has apparently lost its natural fear of humans.

468 **Landscape Connection/Connectivity:** Lands that allow several biological
469 processes to occur, including movements among disjunct subpopulations that allow
470 for genetic interchange as well as the necessities of finding food, cover, and mates.

471 **Mast:** A general term for edible fruit when eaten by wildlife. Hard mast includes
472 acorn, hickory, pecan and other nuts while soft mast includes fleshy berries such as
473 palmetto berries, blueberries, and grapes.

474 **Metapopulation:** A group of subpopulations that are separated from one another
475 geographically but still interact at some level.

476
477 **Occupied Range:** The area of Florida where bears consistently occur, mapped at a
478 state-wide scale as **primary** or **secondary** range. These areas have sufficient food,
479 water, and cover to support bears but having bears in this location may not be
480 desirable to people (i.e., **Suitable**). For example, bears live in neighborhoods with
481 wooded areas scattered throughout towns close to Wekiva State Park, because they
482 have access to trash and other human-provided foods. Normally such areas would
483 not be considered bear habitat, but maps of occupied range may include some
484 portions of it.

485 **Omnivore:** An animal whose diet consists of a mix of plant material and animals
486 (i.e., insects or meat).

487 **Phenology:** The time when plants flower and bear fruit in response to climate and
488 local weather patterns. Because Florida has highly variable seasonal and annual
489 rainfall, the amount and distribution of fruiting plants is also highly variable.

Black Bear Management Plan

490 **Population:** In this plan, the term population refers to all black bears living in
491 Florida, as opposed to **subpopulation**, which are smaller groups of bears living and
492 interacting in specific areas that, combined, make up the statewide population (see
493 **Subpopulation** definition below).

494 **Potential Bear Habitat:** Areas with characteristics that make them more likely
495 to have bears living there. As the name implies, however, potential bear habitat is
496 not necessarily occupied by bears. The four characteristics of potential bear habitat
497 are: 1) land cover type, 2) habitat size, 3) distance from high quality habitats, and 4)
498 connectivity and size of large habitats across the landscape (see Appendix V).

499
500 **Primary Bear Range:** The portion of occupied range within Florida representing
501 breeding range; containing documented evidence of consistent reproduction or the
502 presence of female bears or cubs (mapped at the statewide scale).

503 **Project WILD:** An interdisciplinary conservation and environmental education
504 program emphasizing wildlife. The program is designed for educators of
505 kindergarten through 12th grade students. It capitalizes on the natural interest
506 children and adults have in wildlife by providing hands-on activities that enhance
507 student learning in all subject and skill areas.

508 **Secondary Bear Range:** The portion of occupied range in Florida where bears
509 occur outside primary bear range; bears can be found consistently in secondary
510 range but sightings of females or cubs are infrequent/inconsistent (mapped at the
511 statewide scale).

512 **Social Carrying Capacity:** The upper limit of a population of wildlife based upon
513 human society's tolerance and acceptance of conflicts with wildlife.

514 **Subpopulation:** A grouping of wild black bears living in a specific area, often
515 named for the large block of public land in which they live. For example, the Eglin
516 subpopulation is named after Eglin Air Force Base, which comprises the main area
517 on which most bears in the West Panhandle BMU reside. There are seven black
518 bear subpopulations in Florida: Eglin, Apalachicola, Osceola, Ocala/St. Johns,
519 Chassahowitzka, Glades/Highlands, and Big Cypress.

520 **Successional Sere:** Plant succession is the characteristic sequence of
521 developmental stages in the composition of plant communities following a natural
522 or human disturbance. A sere is one of those developmental stages.

523 **Suitable Habitat:** Habitat capable and large enough to support bears that is
524 outside of towns or dense developments. Habitat patches surrounded by
525 development that are so small as to preclude management would not be considered
526 suitable habitat.

Black Bear Management Plan

527 **Sustainable:** A statewide bear population that is healthy and able to persist over
528 the long-term without the need for frequent intensive management actions.

529 **Traversable:** Lands with characteristics that allow movement of bears through
530 them, but do not, in and of themselves, provide adequate habitat to sustain bears.

531 **Umbrella Species:** A species of animal that uses large natural areas of habitat
532 containing many different kinds of plant and animal species. Thus, if habitat for
533 the umbrella species is protected, habitat for the other species is protected as well.

534 **Viable:** Refers to either a population or subpopulation that contains an adequate
535 number of individuals appropriately distributed to ensure a high probability of long-
536 term survival, in spite of natural fluctuations in numbers, without significant
537 human intervention.

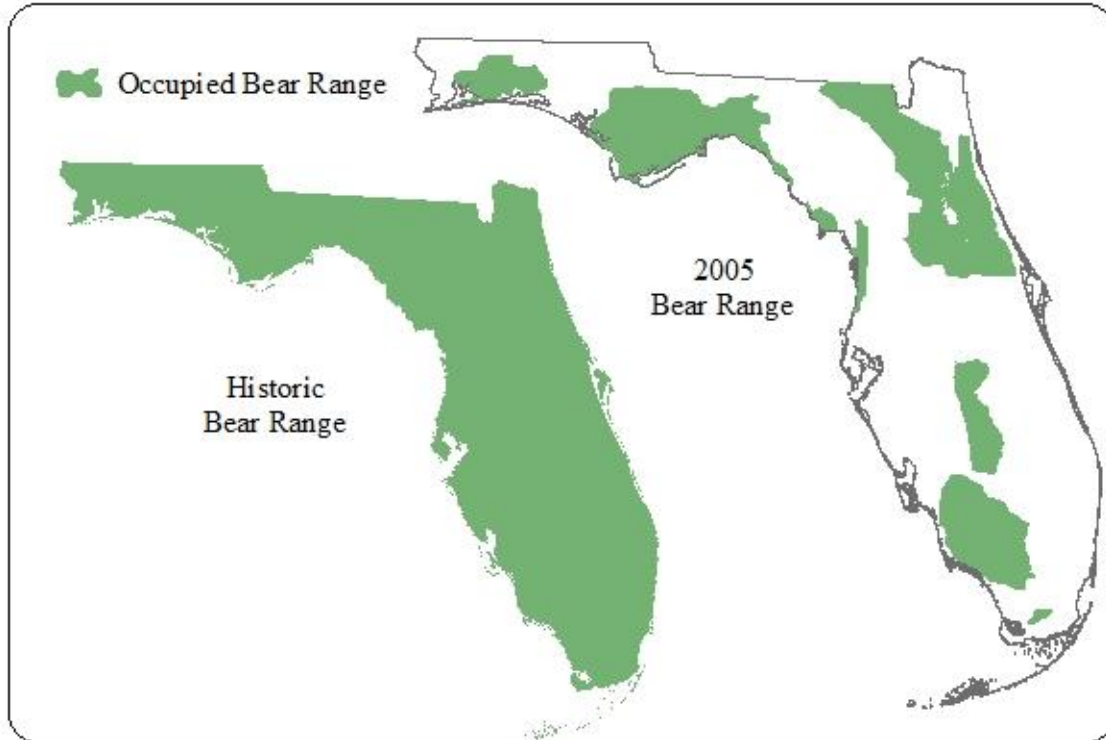
538 CHAPTER 1: INTRODUCTION

539 The Florida black bear (*Ursus americanus floridanus*) is a unique subspecies of
540 the American black bear (*Ursus americanus*) that historically ranged throughout
541 Florida and the southern portions of adjoining states (Hall 1981, pg 451). Today,
542 black bears occupy only a portion of their historic range in Florida (Figure 1). The
543 State listed the black bear as Threatened in 1974.

544 Past and present human activity has impacted the Florida black bear
545 **population**³ and the habitats upon which it depends. Black bear management has
546 become increasingly complex with contentious issues surrounding human-bear
547 interactions such as garbage and other human food attractants, feeding, and
548 hunting. Human-bear encounters will likely continue to increase in number and
549 intensity as both Florida's human and bear populations grow and expand.
550 Therefore, managing bears requires understanding the interaction of biological and
551 social components. A plan is needed to systematically address those concerns so
552 that Florida's citizens can live with and enjoy a healthy, sustainable bear
553 population.

554 The large spatial requirements of bears, fragmented nature of the bear
555 population, and increasing human development that leads to conflicts will play
556 significant roles in the future of bears in Florida. In order to maintain a
557 sustainable population of bears throughout Florida, we must provide adequate
558 habitats, promote **viable subpopulations**, provide connections among
559 subpopulations, manage human impacts, and influence human behavior. If a
560 subpopulation drops below a certain level, it becomes increasingly susceptible to
561 negative effects like inbreeding and environmental variability. Low bear
562 subpopulations also reduce opportunities for people to enjoy observing them or their
563 sign (i.e., tracks, scat). Therefore, staying above a certain lower population level is
564 important from a biological, as well as a social perspective. There are also negative
565 impacts if a population rises above a certain level. Increased negative human-

³ Bolded terms are defined in the glossary.



566

567 **Figure 1. Historic (pre-1800) and 2005 occupied bear range in Florida**
568 **(from Simek et al. 2005).**

569

570 bear interactions can result in a lower social acceptance of bears. This level of
571 tolerance, or **social carrying capacity**, refers to the maximum number of bears
572 that people will tolerate in an area (see Chapter 7: Social Impacts). In addition,
573 there is also a **biological carrying capacity** (see Chapter 7: Social Impacts),
574 which is the maximum number of bears that an area can support without
575 experiencing detrimental effects. High density deer populations can over-browse
576 their habitat; however, habitat quality is not strongly influenced by high bear
577 numbers. Rather, high bear densities can reduce litter size and cub survival and
578 displace bears into neighborhoods, increasing the likelihood of human-bear conflicts.

579 The exact point at which black bear populations reach biological and social
580 carrying capacity can vary by time and location depending on habitat availability
581 and quality, as well as public understanding and perception of bears. This level of
582 tolerance can be different for each year, region, and constituency. The impacts of

583 bears (both positive and negative) on humans and the benefits derived by people
584 from bears results in the human tolerance of bears. Negative human-bear
585 interactions still occur where bear populations are at low density; therefore,
586 biological carrying capacity for bear populations may exceed the social carrying
587 capacity. It is important to consider both the biological and social carrying capacity
588 of an area when managing bears.

589 Determining social carrying capacity will involve economic, political, social, and
590 biological input. Homeowners experiencing property damage from bears, for
591 example, may conclude that bears have exceeded their social carrying capacity and
592 therefore desire fewer bears. However, for the visitor traveling to Chassahowitzka
593 **Wildlife Management Area (WMA)** hoping to see a bear, the current population
594 level may be too low to provide sufficient viewing opportunities.

595 Management responsibility for Florida black bears falls largely on the Florida
596 Fish and Wildlife Conservation Commission (FWC), but numerous agencies,
597 organizations and individuals share responsibility for various aspects, such as
598 habitat protection and management, resolution of human-bear conflicts, and
599 education and outreach. While FWC may have much of the responsibility, many
600 activities in this plan cannot be successfully accomplished without strong input and
601 participation from partners.

602 Developing an integrated and comprehensive management plan requires broad
603 thinking from several disciplines within the wildlife management field, and it must
604 include input from members of the affected public (stakeholders). Significant
605 stakeholder engagement and interaction has occurred and will continue to occur
606 throughout these efforts. FWC recognized that diverse stakeholder involvement
607 from the outset of the management planning process would provide balance and
608 needed guidance. Given past stakeholder involvement in agency planning efforts,
609 FWC agreed it was appropriate first to produce an internal draft while concurrently
610 engaging with stakeholder groups referred to as the **Technical Assistance Group**
611 (**TAG**). With completion of this draft plan, a comprehensive process for review and

612 comment was implemented with the public (see Preface: Creation of the Bear
613 Management Plan).

614 This plan follows a format similar to other FWC management plans, including
615 text on life history, population status and trends, and ecology; assessment of
616 threats; conservation goals and objectives with recommended actions; an
617 implementation strategy, and anticipated impacts. While this bear management
618 plan is new, it builds on work others have done over the past few decades and
619 considerable pre-work and scoping had been done through earlier FWC bear
620 program efforts (GFC 1993, Eason 2003). The final, fully vetted Florida Black Bear
621 Management Plan will serve as the blueprint for statewide black bear management.
622 This plan provides a framework for local stakeholders to provide FWC with their
623 input on managing bear populations, habitat, and human-bear interactions on a
624 regional level.

625 **CHAPTER 2: BIOLOGICAL AND MANAGEMENT BACKGROUND**626 **Description**

627 Merriam (1896) first
628 described what he called the
629 Everglades bear as a separate
630 species, and suggested that its
631 long skull and highly arched
632 nasal bones distinguished it from
633 other bears. Subsequent analysis
634 by Hall and Kelson (1959) and
635 Harlow (1961, 1962) identified
636 the Florida black bear (*U. a.*
637 *floridanus*) as one of 16
638 recognized subspecies of the
639 American black bear and as one
640 of three subspecies in the southeastern United States (Hall 1981). Although black
641 bears are classified as **Carnivores** taxonomically because of their teeth and other
642 skeletal characteristics, they are omnivorous in their diet, behavior, and ecological
643 role.

644 Black bears are large-bodied mammals with short tails, prominent canine teeth,
645 and feet with short, curved, non-retractable claws on each of the five digits (Figure
646 2). Black bears walk with the entire sole of their feet touching the ground. Bears
647 use a pacing stride, where both legs on the same side move together so that the hind
648 foot is placed in or slightly in front of the track of the forefoot; the smaller (inner)
649 toe occasionally does not register in the track. Eyes are small, and ears are round
650 and erect. Pelage color is consistently black in Florida, but summer molting of
651 guard hair may cause them to look brown. The muzzle is usually tan but may be
652 darker; 25 to 33 percent of individuals in Florida possess a white chest blaze (FWC,
653 unpublished data, 2004).



Credit: FWC

Figure 2. The relative importance of vision, hearing and smell to bears is implied by the animal's relatively small eyes, large ears and very long snout.

654 Adult (\geq three years old) male bears in Florida typically weigh 250 to 350 lbs
655 (average = 270) and adult females weigh 130 to 180 lbs (average = 166) although
656 with Florida's long growing season and availability of calorie-rich human foods,
657 bears can become larger. The largest bears on record in Florida are a 624 lb. male
658 killed on a county road in Collier County and a 383 lb. female killed on a roadway in
659 Liberty County.

660 **Reproduction**

661 Female bears in Florida become sexually mature at three to four years of age
662 (Garrison 2004). Breeding occurs from mid-June to mid-August (Garrison 2004,
663 Land et al. 1994) and coital stimulation is required in order to induce ovulation
664 (Pelton 1982). Black bears experience delayed implantation, where fertilized eggs
665 temporarily cease development after a few divisions, float free in the uterus and do
666 not implant until late November or December (Pelton 1982). This adaptation allows
667 bears to synchronize reproduction with annual food cycles. Lowered nutritional
668 levels caused by poor acorn or berry production can result in delayed first breeding,
669 decreased litter sizes, and increased incidence of barren females (Pelton 1982).
670 Reproductive females enter winter dens in mid- to late December and emerge in
671 early to mid-April after a mean denning period of 100 to 113 days (Garrison 2004,
672 Dobey et al. 2005). Actual gestation is 60 days, and cubs are born in late January to
673 mid-February. Most studies in Florida (Dobey et al. 2005, Garrison 2004, Land et
674 al. 1994) have documented an average litter size of approximately two cubs,
675 although Garrison et al. (2007) documented greater productivity in Ocala National
676 Forest (NF) in older females and females with previous litters. At birth, cubs weigh
677 approximately 12 ounces and are partially furred but blind and toothless. Neonatal
678 growth is rapid and cubs weigh six to eight pounds by the time they leave the den at
679 about ten weeks of age. Cubs stay with their mother and may den with her the
680 following year. Family dissolution usually occurs between May to July when cubs
681 are 15 to 17 months old. Females generally form a home range overlapping their
682 natal range (Moyer et al. 2006) while young males disperse to new areas.

683 **Subpopulation Density and Abundance**

684 Bears are solitary, reclusive and live at relatively low densities over large
685 landscapes – characteristics that make a direct count of bears infeasible. However,
686 mark-recapture techniques to estimate subpopulation abundance do not require
687 direct counts, and are reliable and scientifically sound (Williams et al. 2002). Simek
688 et al. (2005) used these techniques to estimate the densities of six bear sub-
689 populations in Florida (Eglin, Apalachicola, Osceola, Ocala, St. Johns and Big
690 Cypress). Based on genetic analyses (Dixon et al. 2007), this plan combined the
691 Ocala and St. Johns subpopulations into one subpopulation (Ocala/St. Johns). The
692 density estimate from each subpopulation was then extrapolated across the primary
693 ranges of that subpopulation to estimate bear abundance in the primary range.
694 Subpopulation abundance estimates ranged from 82 bears in Eglin to 1,025 bears in
695 Ocala/St. Johns (Simek et. al. 2005; Table 1). The estimate of bear abundance in
696 the five subpopulations, with 95% statistical confidence, was 2,628 bears (\pm 118).
697 Chassahowitzka and Glades/Highlands subpopulations may be too low to estimate
698 based on mark-recapture models, but long-term research suggests that the
699 Chassahowitzka subpopulation has about 20 bears (Orlando 2003, Brown 2004) and
700 that the Glades/Highlands subpopulation contains approximately 175 bears (J. Cox,
701 University of Kentucky, 2009, personal communication). Adding these
702 approximations to the Simek et al. (2005) estimates provided a statewide estimate
703 of 2,705 to 2,941 bears in 2002. This estimate was for bears in primary range only;
704 it does not include bears in secondary range. Bears consistently occupy secondary
705 range, but at a lower and more variable density than primary range, which makes
706 estimating their abundance difficult. Population estimates of Florida black bears
707 outside the state are 50 to 100 for Alabama (Hristienko et al. 2010) and 700 to 800
708 for southern Georgia (Greg Nelms, Georgia Department of Natural Resources, 2009,
709 personal communication).

710 **Table 1. Estimates of density and abundance for five Florida**
 711 **black bear subpopulations in primary range in 2002 extrapolated**
 712 **from bear density estimates (from Simek et al. 2005).**

Subpopulation	Density (acres/bear)	Abundance Estimate (Mean)	Abundance Estimate (Range)
Apalachicola	4,140	568	443–693
Big Cypress	1,884	697	513–882
Eglin	5,985	82	63–100
Ocala/St. Johns	1,029/3,699	1,025	825–1,225
Osceola	1,767	256	201–312

713
 714 **Habitat Use and Home Range**

715 Black bears are adaptable and inhabit a variety of forested habitats. Habitat
 716 selection by bears is a function of nutritional needs and spatially fluctuating food
 717 sources. The Florida black bear thrives in habitats that provide an annual supply
 718 of seasonally available foods, secluded areas for denning, and some degree of
 719 protection from humans. Harlow (1961) described optimal bear habitat in Florida
 720 as “a mixture of flatwoods, swamps, scrub oak ridges, bayheads and hammock
 721 habitats, thoroughly interspersed.”

722 Self-sustaining and secure subpopulations of bears in Florida are typically
 723 found within large contiguous forested tracts that contain understories of **mast** or
 724 berry-producing shrubs or trees. Large parcels of public land with habitats as
 725 diverse as the seasonally inundated pine flatwoods, tropical hammocks and
 726 hardwood swamps of the Big Cypress National Preserve (Maehr et al. 2001) and the
 727 xeric sand pine-scrub oak community growing on relic sea dunes in Ocala **NF**
 728 (McCown et al. 2009) support large and healthy subpopulations of bears. Smaller
 729 subpopulations are associated with less expansive habitats that tend to be highly
 730 fragmented and tightly bound by urban areas and highways (Larkin et al. 2004).

731 Variation in home range size and shape is influenced by the timing and location
 732 of nutritional resources, subpopulation density, reproductive status, as well as
 733 human influences such as habitat fragmentation. Female black bears select a home
 734 range based on availability of resources with smaller home ranges found in more

735 optimal habitat. Male black bears establish a home range in relation to the
736 presence of females (Sandell 1989) and their home ranges are usually three to eight
737 times larger than those of females (Pelton 1982). Florida black bears exhibit a wide
738 variety of home range sizes based on the diversity of habitats and habitat quality
739 found in their location (Table 2).

740 Female bears with cubs have smaller summer home ranges than females
741 without cubs but much larger fall home ranges than females without cubs (Moyer et
742 al. 2007). The larger fall home range is a response to the nutritional needs of
743 rapidly growing cubs. Genetically related females establish annual and seasonal
744 home ranges closer to each other than do unrelated females, and females with
745 overlapping home range cores are more closely related than females without
746 overlapping home range cores (Moyer et al. 2006).

747 Bears in natural habitats are generally most active at dawn and dusk but
748 occasionally make extensive movements during daylight hours, especially during
749 fall when bears consume large quantities of food. Black bears daily caloric intake
750 can increase from an average of 5,000/day to 20,000/day in fall (Jonkel and Cowan
751 1971). Bears that live close to urban and suburban areas tend to be more active at
752 night. Dispersing males and bears seeking food may travel extensively. A two-
753 year-old male bear was documented moving a minimum of 87 miles from the
754 vicinity of Naples to Lake Placid, Florida (Maehr et al. 1988). Maehr et al. (1988)
755 and Moyer et al. (2007) noted enlarged home ranges and more extensive movements
756 by females during a year in which severe drought significantly limited the
757 availability of food.

758 **Food Habits**

759 Although members of the Order Carnivora, black bears evolved as **omnivores**
760 at latitudes and under climate regimes that caused dramatic fluctuations in the
761 seasonal availability of food. As a result, even bears in Florida exhibit an annual
762 cycle of feasting and fasting. In fall, bears wander widely and forage extensively in
763 order to accumulate enough energy in the form of fat to survive the winter. Adult

764 **Table 2. Annual home ranges of female Florida black bears within**
765 **the range of the subspecies.**

Location	Annual Home Range (acres)
Mobile, AL ^a	2,989
Ocala NF, FL ^b	5,062
Wekiva River Basin, FL ^c	6,178
Chassahowitzka NWR, FL ^{d, e}	6,178
Osceola NF, FL ^f	7,488
Okefenokee NWR, GA ^g	13,811
Big Cypress National Preserve, FL ^h	14,106
Eglin Air Force Base, FL ⁱ	21,619

766 a. Edwards 2002
767 b. McCown et al. 2004
768 c. Roof and Wooding 1996
769 d. NWR = National Wildlife Refuge
770 e. Orlando 2003
771 f. Scheick 1999
772 g. Dobey et al. 2005
773 h. Land et al. 1994
774 i. Stratman 1998

775 bears may increase their body weight by 25 to 40 percent in fall (Jonkel and Cowan
776 1971). In winter, the consumption of food by bears is greatly reduced and
777 reproductive females may spend many weeks in the natal den with little or no
778 additional nutrition.

779 Bears are opportunistic foragers, taking advantage of seasonally
780 abundant/available fruits, nuts (especially acorns), insects, and increasingly,
781 anthropogenic (produced by humans) foods such as garbage and pet, bird and
782 livestock feed. Because of natural fluctuations in **phenology**, a food item that is
783 very abundant one year may not be available at all the following year. Given the
784 nonspecific food habits of the Florida black bear and the diversity of habitats in the
785 state, the list of food items consumed is lengthy (Maehr and DeFazio 1985).
786 However, approximately 80 percent of the natural bear foods in Florida are plant
787 material (Maehr and DeFazio 1985). Although 66 different plant species have been
788 identified in bear diets, the fruits and fiber of saw palmetto are important
789 throughout Florida and throughout the year (Maehr et al. 2001). Insects make up
790 around 15 percent of Florida black bear diets, usually in the form of colonial insects

789 (e.g., ants, termites) and beetles (Maehr and Brady 1984). The remaining five
790 percent of a typical bear diet in Florida is animal matter, which includes medium-
791 sized mammals like raccoons, opossums, and armadillos as well as small livestock
792 and white-tailed deer. Deer in Florida black bear diets ranges between zero and
793 three percent (Land et al. 1994, Maehr and Brady 1982, Maehr and Brady 1984,
794 Maehr and DeFazio 1985, Roof 1997, Dobey et al. 2005). While black bears will
795 prey on deer fawns, most studies have shown bears are opportunistic rather
796 than active predators and that animal matter in their diet typically comes from
797 scavenging dead animals (Pelton 1982).

798 **Mortality**

799 Aside from other bears, adult Florida black bears have few natural predators.
800 Adult males opportunistically kill cubs and occasionally kill and eat denning adult
801 females and their young (Garrison et al. 2007). Most mortality occurs from birth to
802 age one year and can exceed 60 percent (Garrison et al. 2007). Annual female
803 survivorship typically exceeds 90 percent while that of males is 15 to 20 percent
804 lower (Hostetler et al. 2009, Wooding and Hardisky 1992). Males experience lower
805 survival rates because they have larger home ranges and are more mobile which
806 exposes them to greater risks especially to collisions with vehicles (McCown et al.
807 2009). The oldest wild bear documented in Florida was a 24-year-old female from
808 the Apalachicola subpopulation.

809 Known mortality of adult bears is caused largely by humans (i.e., vehicle
810 collisions, illegal kill, euthanasia). In highly fragmented habitat, bears have more
811 frequent interactions with humans and human-related sources of mortality can be
812 significant. Bears living near towns bordering Ocala NF experienced anthropogenic
813 mortality of adult females at a level that would be unsustainable if the
814 subpopulation was isolated (McCown et al. 2004). A similar rate would be
815 catastrophic to the smaller, isolated subpopulations like Chassahowitzka or Eglin.
816 Vehicle collisions are the leading known cause of death for bears in Florida
817 (McCown et al. 2001). From 2000 to 2010, FWC documented an average of 136

818 bears hit and killed by vehicles each year. In 2002, vehicle collisions resulted in an
819 annual mortality rate of 4.8 percent on the overall statewide bear population.
820 Although vehicle collisions are a significant source of mortality, subpopulations
821 above 200 individuals with the reproductive characteristics common to most
822 subpopulations of Florida black bears (e.g., females reproduce at three years old and
823 produce two cubs every two years) can sustain a maximum annual mortality of up
824 to 23 percent (Bunnell and Tait 1980) without experiencing a decline. Many bears
825 survive collisions with vehicles but sustain significant injuries. Out of 92 juvenile
826 and adult bears captured in Ocala NF, twelve (13%) had one or more healed
827 skeletal injuries and/or primarily limb fractures that were likely a result of
828 vehicular collision (McCown et al. 2001).

829 Illegal killing (i.e., poaching) of bears is a regular, though relatively low,
830 mortality factor. Bears are illegally killed because of conflicts with livestock or
831 other property damage and for sale of bear parts on the black market. However, the
832 number of documented bears killed illegally in Florida each year is fairly low. From
833 1990 to 2010, FWC documented 147 illegally killed bears. Most studies involving
834 radio-collared bears in Florida (Wooding and Hardisky 1992, Land et al. 1994,
835 McCown et al. 2004) have reported the incidence of illegally killed bears to be
836 relatively low within large contiguous land parcels and substantially higher within
837 the fragmented habitats bordering urban and suburban areas.

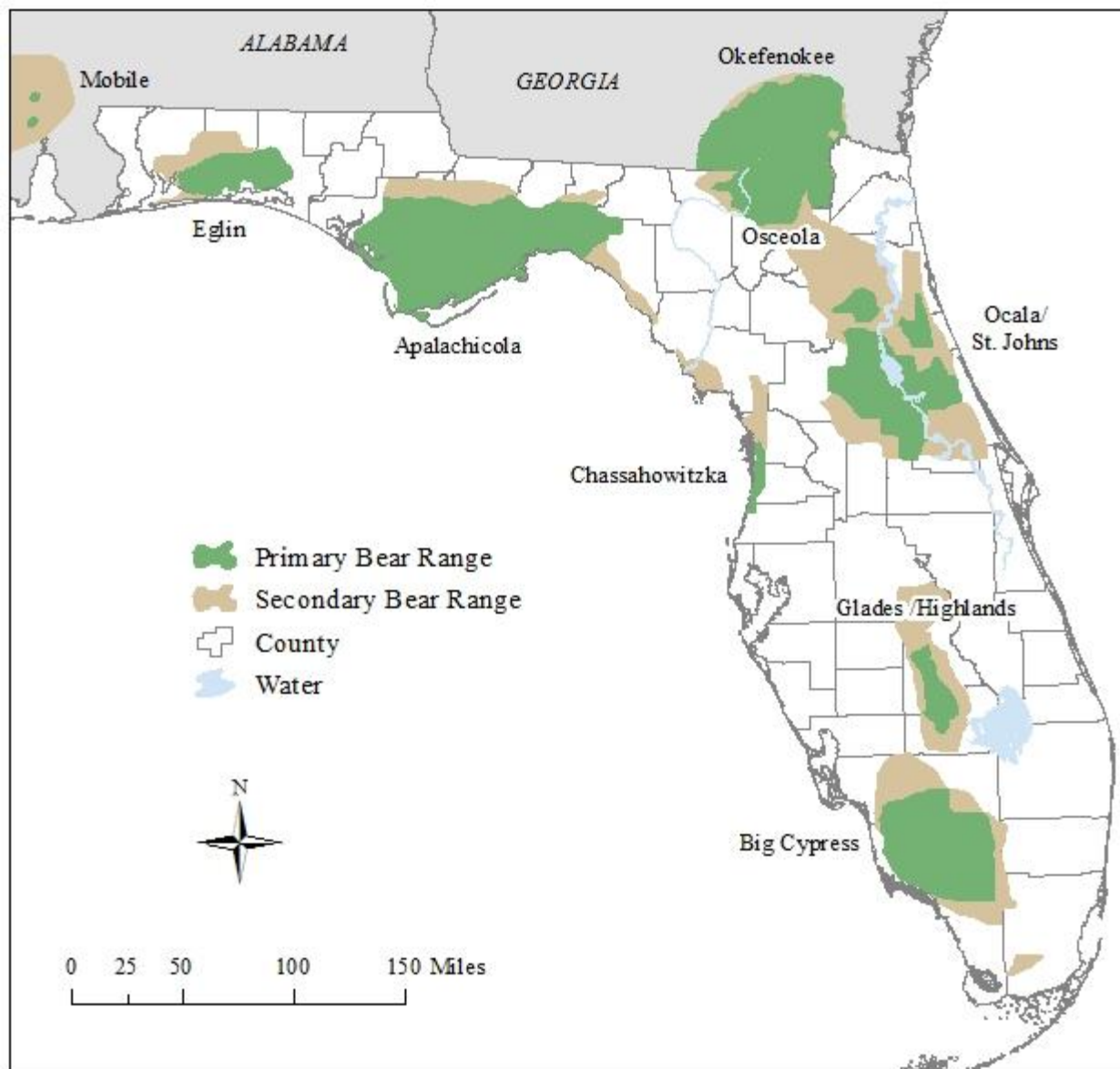
838 FWC attempts to capture and euthanize any bears that could be a threat to
839 public safety. Between 2007 and 2011, FWC euthanized an average of 15 bears per
840 year due to the bear's conflict behavior. Of the bears euthanized during that time
841 period, 68% were associated with seeking out unsecured garbage or other human-
842 provided food sources. Bears that are euthanized have typically lost all their
843 instinctive fear of people and in some cases approached people for food.

844 Serious diseases are uncommon in black bears. There are no reports of rabid
845 black bears in Florida and few from elsewhere. Demodetic mange resulting in
846 generalized hair loss to adult females is relatively common (78%; McCown et al.
847 2001) in one locale on the western border of Ocala NF. Few cases have been

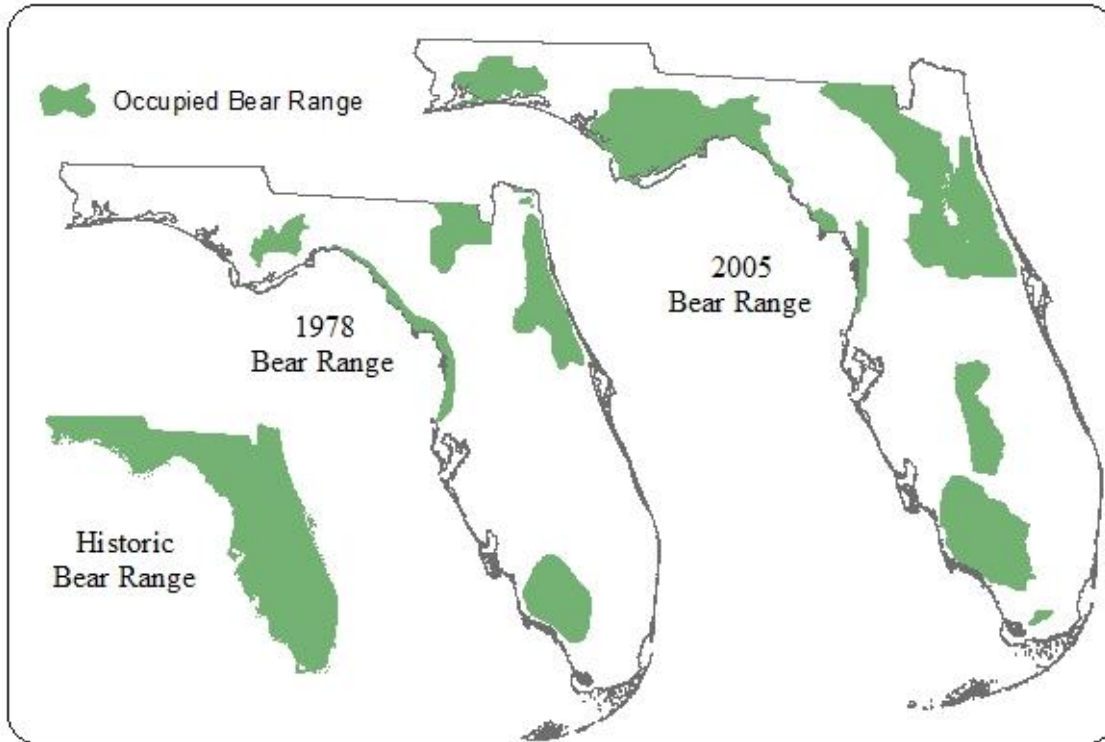
848 observed in any other subpopulation in Florida although one case has been reported
849 from outside of Florida (Foster et al. 1998). Demodetic mange is transmitted from
850 sow to cub but males recover by their second year (Cunningham et al. 2007).
851 Twenty-five other species of parasites have been reported from Florida black bears
852 including 17 nematodes, two trematodes, one protozoan, and five arthropods;
853 however mortality caused by parasites has not been documented (Forrester 1992).

854 **Distribution**

855 Historically, black bears ranged throughout the southeastern United States
856 with the Florida subspecies inhabiting all of Florida (except the lower Keys) and
857 southern portions of Georgia and Alabama (Hall 1981). However, the distribution of
858 the subspecies has been significantly reduced and fragmented to one subpopulation
859 each in Alabama (near Mobile) and Georgia (in and around the Okefenokee
860 **National Wildlife Refuge [NWR]**), and in Florida to seven subpopulations (Eglin,
861 Apalachicola, Osceola, Ocala/St. Johns, Chassahowitzka, Glades/Highlands and Big
862 Cypress; Figure 3). **Occupied range** occurs in 48 of the 67 Florida counties
863 (Appendix I, Table 15) and covers approximately 17,500 square miles (10,000
864 square miles of primary range and 7,500 square miles of secondary range). Bears
865 currently occupy 31 percent of their historic range in Florida, an expansion from the
866 17 percent occupied almost 20 years ago (GFC 1993). Early range maps were based
867 on the subjective opinion of experienced biologists. Bear ranges were difficult to
868 estimate with accuracy, as evidenced by the production of three differing bear range
869 maps within a four year period (GFC 1975, GFC 1977, Brady and McDaniel 1978).
870 Modern genetic analyses indicate that some individual bears must have persisted in
871 the Eglin and Glades/Highlands subpopulations in the late 1970's (Dixon et al.
872 2007), although perhaps there were so few that their range could not be mapped at
873 that time. Despite the challenges in mapping historical bear distribution, all
874 accounts support bears have been expanding their range since the mid-20th century
875 (Frye et al. 1950, GFC 1975, GFC 1977, Brady and McDaniel 1978, Maehr and
876 Brady 1985; Figure 4).



877 **Figure 3. The range of the Florida black bear subspecies. Primary**
878 **range is a contiguous area that has documented evidence of female**
879 **bears and reproduction; whereas secondary range includes areas where**
880 **bears consistently occur but has infrequent evidence of females or**
881 **reproduction (Florida range map produced by FWC [Simek et al 2005];**
882 **Alabama and Georgia range maps by Clark et al. 2006).**
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Figure 4. Changes in black bear distribution in Florida from before 1800, 1978 (Brady and Maehr 1985), and 2005 (Simek et al. 2005).

888 Genetic Profile

889 Bears are particularly vulnerable to habitat loss and fragmentation because of
890 their low numbers, low densities, large home ranges, low productivity, poor
891 colonization abilities, and increased interactions with humans brought about by
892 habitat alterations. Habitat fragmentation and degradation in Florida reduced
893 what was once a single large population of bears that roamed virtually the entire
894 state into several smaller, largely isolated subpopulations. Habitat fragmentation
895 can lead to isolation of subpopulations and reduction of subpopulation size which
896 may cause a decrease in genetic variation (Frankham 1996). Loss of genetic
897 variation may reduce the ability of individuals to adapt to changes in the
898 environment, cause inbreeding depression (Ebert et al. 2002), and increase the
899 probability of extinction (Westemeier et al. 1998). Small, isolated subpopulations
900 are at a higher risk of extinction than large, genetically-connected subpopulations

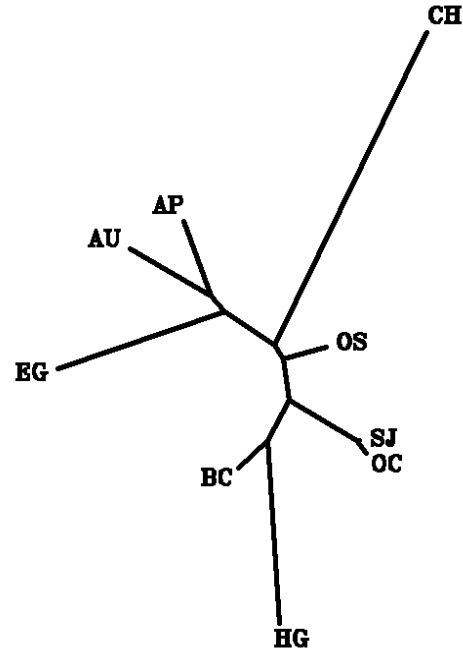
901 (Frankham et al. 2002). The impacts of inbreeding caused by small subpopulation
902 size have been documented in black bears in Alabama, including kinked tail
903 vertebrae, lack of external tails, cryptorchidism (lack of external scrotum or testes or
904 1 descended testicle), and a prolapsed rectum (Kasbohm and Bentzien 1998).
905 Florida panthers (*Puma concolor coryi*) suffered similar defects prior to the release
906 of eight Texas puma (*Puma concolor*) females into the Florida panther population.
907 The symptoms of panther inbreeding included such congenital abnormalities as
908 lethal heart defects, cryptorchidism, sperm malformation and lack of sperm
909 motility. Subsequent to the genetic rescue efforts for the Florida panther,
910 congenital abnormalities have decreased significantly (Mansfield and Land 2002; D.
911 Onorato, FWC, personal communication, 2010).

912 An analysis of the genetic structure of Florida's black bears indicated that many
913 of the state's bear subpopulations have been isolated from one another long and
914 completely enough that genetic differentiation between them is measurable (Dixon
915 et al. 2007). This plan combined the former Ocala and St. Johns subpopulations
916 because the genetic analysis found the subpopulations to be genetically
917 indistinguishable. Although the analysis treated Aucilla as a separate
918 subpopulation, it is considered a part of the Apalachicola subpopulation in this
919 document because the ranges are contiguous.

920 Genetic differentiation was most evident in the Chassahowitzka,
921 Glades/Highlands, and Eglin subpopulations (Figure 5). Because the degree of
922 genetic differentiation exceeded that which would be explained by distance alone, it
923 was thought that isolation was caused by people (i.e., major highways block
924 movements). Additionally, the genetic variation within the Chassahowitzka and
925 Glades/Highlands subpopulations are among the lowest reported for any bear
926 population (Dixon et al. 2007). These two smaller subpopulations were apparently
927 so small that they were not mapped in 1978 (Brady and McDaniel 1978).

928

929 **Figure 5. An unrooted**
 930 **phylogenetic tree depicting the**
 931 **genetic relationships among**
 932 **Florida black bear populations**
 933 **(from Dixon et al. 2007). Branch**
 934 **lengths correspond to genetic**
 935 **distance. Subpopulations are**
 936 **Eglin (EG), Apalachicola (AP),**
 937 **Aucilla (AU), Osceola (OS), Ocala**
 938 **(OC), St. Johns (SJ),**
 939 **Chassahowitzka (CH),**
 940 **Highlands/Glades (HG), and Big**
 941 **Cypress (BC).**



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Ecological Significance of Bears

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Black bears are recognized as an **umbrella species**, a species whose habitat requirements encompass those of many other species. Given the large area requirements of bears and the diversity of habitats they use, many species are protected under the umbrella of bear conservation. The black bear has been an instrumental species in conserving natural habitats; the presence of bears is occasionally cited as justification for land protection efforts in Florida. Although land management activities specifically targeted to benefit bears are uncommon, such efforts would benefit many other species. Additionally, because bears are seed dispersers, they may have a significant impact on plant distribution, particularly for large-seeded species such as saw palmetto (Maehr 1984, Auger et al. 2002).

957

Land Use and Bear Populations

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At the time of the first European contact in what is now Florida, it was estimated there could have been over 11,000 bears sharing their space with 350,000 native inhabitants (GFC 1993, Milanich 1995). With such low numbers, it is unlikely that humans had significant direct impacts on bears. Native Americans cleared forests for villages and agriculture and set fires to improve hunting and

963 increase security from hostile tribes (Milanich 1995). The cumulative effect of fires
964 such as those set by Native Americans over many millennia, as well as those caused
965 by lightning, created conditions that encouraged the growth of longleaf pine-
966 wiregrass communities over other forest types (Meyers 1985, Cowell 1998).
967 Reported bear densities in longleaf pine-wiregrass habitat, such as in Apalachicola
968 NF, (Simek et al. 2005) are much lower than most other forest communities in
969 Florida. Although Native Americans modified their habitat and used bears for a
970 variety of reasons, large-scale impacts to natural communities by humans did not
971 begin until European settlement of Florida.

972 With the arrival of the Europeans, extensive clearing of Florida's forests began
973 in earnest and bear numbers likely declined. Most early settlers depended on
974 agriculture for their livelihood and cleared vast areas of forest for farming and
975 cattle production through the use of fire – a practice that reduced understory
976 vegetation and negatively impacted bears. Additionally, bears were killed
977 indiscriminately by residents for meat and fur, to protect livestock, and as vermin.

978 By the 18th century, enough commercial ports had been developed to permit the
979 economic exploitation of the state's longleaf and slash pine forests by the turpentine
980 and timber industries. Construction of railroads in the 19th century increased the
981 efficiency and reach of those industries. Because the lower surfaces of trees
982 producing turpentine were coated in this highly flammable substance, they were
983 extremely vulnerable to wildfire. To prevent fires, turpentine workers reduced
984 understory vegetation manually and with controlled fires. Most commonly, after
985 several years, turpentine production began to lag and the forest was cut for timber
986 with a "cut out and get out" philosophy. Few attempts were made to replant forests
987 and the debris created during logging operations provided fuel for devastating
988 wildfires (Kendrick and Walsh 2007). Within wooded habitats, the open range laws
989 in Florida meant cattle grazed extensively on forest understory and setting fires
990 was a common practice by cattlemen to improve forage. Additionally, more than
991 62,000, mostly subsistence farms (only 10% had tractors), were operating by the
992 early 20th century (US Census Bureau 2009). An estimate of bear numbers by the

993 first Commissioner of the short-lived Department of Game and Fish suggested the
994 state's bear population may have declined to approximately 3,000 by 1915 (Jones
995 1915).

996 The impacts on the composition and structure of Florida's landscape from the
997 practices associated with farming, ranching, and the naval stores industries were
998 significant. Pyne (1982, p. 144) estimated that 105 percent of Florida was burned in
999 one year (some areas burned more than once) by the combination of those land uses.
1000 Furthermore, by the early 20th century, "several hundred" mills processed
1001 turpentine from what must have been many thousands of turpentine camps and
1002 turpentine production in Florida eventually accounted for approximately 27 percent
1003 of the US total (Kendrick and Walsh 2007). Additionally, by 1940, approximately
1004 24 percent of Florida's landmass was being farmed (US Census Bureau 2009). The
1005 result of these land-use practices was to promote an open landscape with a sparse
1006 understory that likely supported few bears and is plainly evident in the aerial
1007 photographs of Florida taken from 1935 to 1950 (SUS 2005). In 1950, Frye et al.
1008 (1950) considered bears to be "...still fairly well distributed throughout
1009 Florida....but nowhere numerous" and "...badly depleted."

1010 The end of the naval stores industry in the 1940s and the passage of Florida's
1011 first mandatory statewide fence law in 1950 brought an end to frequent fires and
1012 open-pasture grazing. Those land-use changes had a noticeable effect on forest
1013 stand composition in the state. Additionally, rapid growth of the human population
1014 in Florida and the conversion of natural landscapes to roads and towns created fire
1015 breaks that reduced the frequency and extent of most fires. Analysis of the
1016 differences between present day and pre-settlement forests has revealed that
1017 present day forests have lower fire frequencies and a denser understory with
1018 greater shrub cover (Myers and Ewel 1990). Forests with this type of structure
1019 provide good habitat for bears.

1020 The bear population was generally estimated at 500 to 1,000 in the 1960s and
1021 1970s (Harlow 1962, Pelton and Nichols 1972, McDaniel 1974, Brady and Maehr
1022 1985) with an estimate as low as 300 bears in 1974 (GFC 1974; Table 3). However

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Table 3. History of published reports on Florida black bear numbers from 1700 to 2002. Note: Different methods with varying degrees of confidence were used to estimate populations over time; therefore a comparison of estimates among years may not be appropriate.

Year	Estimate	Source	Methods
1700	11,500	GFC 1993	Assumed density of bears statewide is equal to density found in a study area in Ocala National Forest
1914	3,051	Jones 1915	Surveyed state personnel on how many bears they thought might be in each county
1940	300	GFC 1940	Unknown
1950	500	Frye et al. 1950	Unknown
1961	530–860	Harlow 1961	Based on calculations using estimates of both legal and illegal kills
1962	800–1,000	Harlow 1962	Based on calculations using estimates of both legal and illegal kills
1969	1,000	USDOJ 1969	Unknown
1971	500–600	GFC 1971	Unknown
1972	500	Pelton and Nichols 1972	Surveyed state game and fish personnel in the southeastern U.S.
1974	300	McDaniels 1974	Unknown
1977	500	East 1977	Unknown
1993	1,000–1,500	GFC 1993	Based on bear densities and habitat acreages calculated from several previously completed studies
1998	1,280	Bentzien 1998	Based on using bear densities and habitat acreages calculated from several previously completed studies
2002*	2,569–2,687	Simek et al. 2005	Estimated using mark-recapture models based on DNA collected from 2001 to 2003; densities from study areas were assumed to represent the density of bears within primary bear ranges in those areas

*2002 is the only population estimate with statistical confidence intervals.

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1030 the regrowth of forests, the exclusion of fire, and increased protection began to
1031 benefit bears. The extensive development that occurred in Florida during the latter
1032 half of the 20th century meant less available habitat and severe fragmentation of
1033 what remained. However, with reduced fire frequency, habitat conditions improved
1034 overall for bears in the remaining range. Bears were reported to occupy 50 of 67
1035 Florida counties in fragmented, insular, and or resident subpopulations by 1984
1036 (Brady and Maehr 1985). GFC staff used previously documented densities and
1037 approximations of occupied range to estimate the statewide black bear population
1038 as 1,000 to 1,500 bears in the 1990s (GFC 1993, Bentzen 1998; Table 3).

1039 The Florida Department of Transportation partnered with FWC to examine the
1040 effects of roads on bear populations across the state between 2001 and 2003. As
1041 part of this study, FWC mapped primary and secondary bear range in Florida
1042 (Figure 3). Primary range represents areas occupied by a relatively high density of
1043 resident bears and where breeding activity was documented. Secondary range
1044 represents areas where resident bears consistently occur, but at lower densities,
1045 with inconsistent evidence of breeding, and typically more fragmented habitat.

1046 FWC set up study areas within the primary ranges of five of the seven bear
1047 subpopulations and estimated there were 2,569 to 2,687 bears (Simek et al. 2005,
1048 Appendix II). Because the estimate was only for bears in the primary ranges of five
1049 of seven subpopulations, this number was conservative and likely low. The
1050 remaining Florida subpopulations include bears in and around Chassahowitzka
1051 WMA and in Glades and Highlands counties. The Chassahowitzka subpopulation
1052 was estimated to be around 20 bears based on research conducted in Citrus and
1053 Hernando counties (Brown 2004, FWC, unpublished data, 2010). The
1054 Glades/Highlands subpopulation was estimated to be 175 bears based on data from
1055 an ongoing bear research project in this area (John Cox, University of Kentucky,
1056 personnel communication, 2010). A more formal population estimate will be
1057 produced from the Glades/Highlands study in 2013. With the addition of the
1058

1059 Chassahowitzka and Glades/Highlands subpopulation estimates, the most current
1060 estimate available of the statewide bear population in Florida is 2,705 to 2,941
1061 bears (Simek et al. 2005).

1062 Ideally, population estimates for long-lived species would be updated each
1063 generation. The Florida black bear has an average generation length of eight years
1064 (FWC, unpublished data, 2010), thus the 2002 population estimate is appropriate to
1065 use in this plan as a benchmark to measure population change over time. There are
1066 many indications that the number of Florida black bears and their range has
1067 continued to increase since the 2002 population estimate. FWC estimates at least
1068 two subpopulations are showing positive growth rates. Hostetler et al. (2009)
1069 estimated annual population growth of up to 10% in the Ocala/St. Johns
1070 subpopulation. However, the growth rate was partially offset by higher mortality
1071 along the perimeter than in the central portions of the Ocala/St. Johns
1072 subpopulation range. Dobey et al. (2005) estimated the Osceola subpopulation
1073 could have been growing up to 18% per year between 1995 and 1999. However, that
1074 growth was somewhat dampened because bears from Osceola NF were regularly
1075 traveling into neighboring Okefenokee NWR in Georgia. FWC also collects data
1076 annually on bear population trends in the form of bear-related calls from the public,
1077 bear captures, and vehicle-killed bears. Those data indicate the number of bears
1078 and their range is increasing in most areas. FWC has no data to indicate the
1079 statewide Florida black bear population is declining.

1080 **Status, Management, and Hunting**

1081 Regulations and the legal status of bears have changed many times over the
1082 past several decades (Table 4). Until the mid-1930s, bears were not assigned any
1083 official status and were unprotected throughout Florida (GFC 1935). The Florida
1084 Game and Fresh Water Fish Commission (GFC) classified bears as a fur-bearing
1085 animal and initiated the first regulated harvest season in 1936. GFC changed the
1086 bear to a game animal in 1950, which afforded new legal protections. After
1087 population assessments indicated further decline in bear numbers, the bear hunting

1088 **Table 4. Chronological history of events regarding Florida black bear**
1089 **management.**

Year	Event
1913	Florida creates a short-lived Department of Game & Fish (DGF).
1915	DGF estimated bear's have a "value" of \$25 each; DGF is abolished (Jones 1915).
1915–1925	Local laws were enacted for protection of game and freshwater fish.
1925	Law passed creating Department of Game and Fresh Water Fish; leaving in effect 130 local laws which conflicted with general law.
1927	Law from 1925 rewritten to change Department into a Commission of Game and Fresh Water Fish (GFC); all local laws are repealed.
1931	Chapter 15721 of the Commission of GFC Laws – Local Law of Volusia County makes it unlawful to kill or take bears.
1936	The bear is defined as a “fur-bearing animal” permissible for harvest between December 1 st – March 1 st with no bag limit.
1945	Apalachicola WMA opens 2 consecutive 3-day bear hunts held Nov. 18–23; only one bear killed.
1947–1948	Apalachicola WMA bear hunt extended to 6 3-day hunts with 3 bears taken during 1947 and none in 1948. One and 2 bears, respectively, are taken on the Ocala WMA.
1948	Wildlife Code of the State of Florida for GFC redefined bears as “Unprotected Fur-bearing Animals” (open season November 20 th – February 15 th of succeeding year).
1950	GFC defines bears as “Protected Fur-bearing Animals” in NFs, WMAs and Eglin Field Military Reservation and “Unprotected Fur-bearing Animals” elsewhere. In 1950, the bear is designated as a game animal with no bag limit and harvest dates coinciding with deer season statewide. Special GFC managed hunts continue on Ocala WMA (1 bear bag limit) and Apalachicola and Osceola WMAs (2 bear bag limit)
1951	Definitions changed in Wildlife Code of the State of Florida for GFC; bears defined as a Game Animal.
1958–1961	Bear hunting was closed on Eglin WMA in 1958, Big Cypress WMA in 1960, and Ocala NF in 1961
1969	Special managed bear hunts on Tomoka WMA began during 1969–1970 hunting season
1971–1972	GFC closes hunting season statewide except in Baker Co. and Columbia Co. and during GFC managed hunts on Apalachicola NF, Osceola NF (or by special permit; Rule 16E-10.08 allowed Commission Director to issue special permits to run or chase bears during closed seasons); Tomoka WMA hunt discontinued in 1972
1974	GFC created definition and list of Threatened Species under Chapter 16E-3 of the Florida Wildlife Code and includes bears as a Threatened Species

Year	Event
1977	FAC Rule 16E-10.01, general methods of taking game changed to include the prohibited taking of bear cubs and female bears with cubs
1978	Threatened designation removed from bears in Baker and Columbia counties and Apalachicola NF.
1979	Listed Species Rules 39-27.01 to 39-27.05 established, including general prohibitions on harming or killing a listed species (GFC 1979).
1990	USFWS petitioned to list the Florida black bear as Threatened under the Endangered Species Act (Bentzien 1990)
1991	USFWS determined threatened status is “warranted but precluded by other higher priority listing actions” (Bentzien 1991).
1993	GFC recommended closing bear hunting statewide; creates management strategy for bears (GFC 1993); 1993–1994 season on Osceola NF closed.
1994	GFC closed remaining bear hunting seasons statewide
1995	GFC (1995) published habitat management guidelines for Apalachicola
1997	Conserve Wildlife Tag featuring a bear was created by GFC and the Wildlife Foundation of Florida; portion of funds go to bear conservation.
1998	Florida Constitution Revision 5 passed to combine staff from the Marine Fisheries Commission, elements of the Divisions of Marine Resources and Law Enforcement of the Florida Department of Environmental Protection and GFC to become the Florida Fish and Wildlife Conservation Commission (FWC); USFWS finds “listing of the Florida black bear is not warranted at this time” (Bentzien 1998). Conservation organizations sue USFWS; Bentzien (1998) estimates 1,280 bears in Florida.
2001	Maehr et al. (2001) published <i>Black Bear Habitat Management Guidelines for Florida</i>
2002	FWC passed wildlife feeding restriction (F.A.C. 68A-4.001(3)) that makes it illegal to intentionally or unintentionally feed bears where they can cause a public nuisance.
2003	FWC published <i>Conservation Strategy for the Black Bear in Florida</i> (Eason 2003)
2004	Court ordered USFWS to re-examine the inadequacy of 1998 regulatory mechanisms. Service determined “existing regulatory mechanisms are not inadequate so as to warrant listing the Florida black bear under the Endangered Species Act” (Kasbohm 2004).
2005	FWC released report assessing the impacts of roads on bears, including population estimates for bears in six subpopulations (Simek et. al. 2005).
2007	FWC creates Bear Action Team to draft statewide bear management plan with assistance of a team representing stakeholder groups
2010	Draft 5.1 of bear management plan opens for public review and comment; Florida’s Endangered and Threatened Species rule FAC 68A-27 approved; Draft 5.1 revised to comply with FAC 68A-27

Year	Event
2011–2012	Biological status review indicates the bear does not meet any criteria for high risk of extinction; Commission agrees with staff recommendation to remove bears from State Threatened Species list in June 2011; Draft 6.1 of bear management plan and rule open for public review and comment Nov. 10, 2011 to Jan. 10, 2012; Draft plan presented to Commission Feb. 9, 2012; Plan revised and Draft 7.0 was opened for public comment April 13 to June 1, 2012; Plan revised and Draft 7.1 was posted on the FWC website June 11, 2012; Plan returned to Commission for final review June 27, 2012.

1090

1091 season was closed statewide in 1971, with the exception of Osceola NF, Baker and
1092 Columbia counties, Apalachicola NF, and for an additional year, the Tomoka WMA
1093 (GFC 1993). GFC listed the black bear as threatened in 1974 (GFC 1974).

1094 Although bears were listed as threatened statewide, bear hunting seasons remained
1095 open in some areas. Because bear subpopulations in Baker and Columbia counties
1096 and Apalachicola NF were considered stable, the threatened designation was
1097 removed from these areas in 1978, the same year that rules were revised to prevent
1098 a threatened species from being hunted (GFC 1978, GFC 1992, p. 1).

1099 Between 1981 and 1994, GFC made several changes to bear hunting regulations
1100 in order to minimize the number of females and young in the harvest: seasons were
1101 shifted later in the year, the number days in the season were reduced, and the
1102 minimum size for harvest was increased to 200 lbs (GFC 1993). Regulation change
1103 showed success in two of the three hunted areas; the percentage of females in the
1104 harvest dropped from 49% to 24% in Apalachicola WMA, and 46% to 15% in Osceola
1105 WMA (Appendix III, Table 16). An average of 46 bears (32 males and 14 females)
1106 was taken in portions of northern Florida each year between 1981 and 1994
1107 (Appendix III). GFC closed the remaining bear hunting seasons in 1994 because: 1)
1108 harvesting a species classified as State Threatened was confusing to the public, 2)
1109 regulation changes reduced harvest of females, resulting in a lack of data needed to
1110 use the preferred method to monitor bear populations during that time period
1111 (Fraser et al. 1982, Fraser 1984), and 3) GFC wanted to maintain bears at

1112 maximum biological carrying capacity so they would be “resilient against
1113 decimating factors” (GFC 1993, p. 14).

1114 The U.S. Fish and Wildlife Service (USFWS) was petitioned to list the Florida
1115 black bear under the Endangered Species Act in 1990 (Kasbohm 2004; Table 4).
1116 Factors considered for listing the species were: habitat destruction, road mortality,
1117 hunting, and poaching. USFWS reviewed all available scientific information on the
1118 Florida black bear and considered the threats were moderate to low magnitude for
1119 the species statewide. USFWS concluded that Federal listing was warranted but
1120 precluded by higher priority species (Kasbohm 2004). USFWS determined the
1121 Florida black bear did not merit Federal listing as a threatened or endangered
1122 species in 1998 (Kasbohm 2004). The decision not to list the Florida black bear was
1123 challenged in court in 1999, and the USFWS was ordered to clarify and further
1124 determine whether the “inadequacy of existing regulatory mechanisms” warranted
1125 listing. USFWS concluded existing regulatory mechanisms were adequate and that
1126 “the positive changes in the bear’s situation from 1992 to 1998 supported a ‘not
1127 warranted’ finding,” and that “the overall effects of habitat loss and isolation,
1128 roadkill, and hunting would not likely result in the bear becoming endangered in
1129 the foreseeable future” and therefore did not warrant listing the Florida black bear
1130 under the Endangered Species Act in 2004 (Kasbohm 2004).

1131 FWC passed Florida’s Endangered and Threatened Species rule (68A-27,
1132 Florida Administrative Code [F.A.C]) to conserve and manage rare species in
1133 Florida in September 2010. The new rule required that biological status reviews
1134 (BSRs) be completed on all the State’s species that were classified as Threatened or
1135 Species of Special Concern. The BSR assessed the Florida black bear population
1136 based on available data on abundance, trends, extent of range, and the results of
1137 quantitative analyses and indicated that the bear did not meet any of the listing
1138 criteria for threatened species status (Appendix II). The initial BSR findings were
1139 reviewed by five independent scientists who have experience in black bear research
1140 or management. While peer reviewers had differing opinions on the details
1141 included in the preliminary BSR, all agreed that the bear did not meet any of

1142 Florida's new listing criteria (Appendix II). The final report of the BSR was
1143 presented to the Commission for their consideration in June 2011. The Commission
1144 approved staff's recommendation to delist the black bear in June 2011; however the
1145 bear would remain a threatened species until a management plan is approved.

1146 Management actions and a changing landscape have allowed bear
1147 subpopulations to rebound in many parts of the state. Florida's bear population has
1148 tracked bear population trends in the rest of the southeastern United States (Maehr
1149 et al. 2001). In the mid-1900s, bear numbers were at their lowest points, and
1150 management was focused on recovering declining populations. As bear populations
1151 began to rebound, states struggled with the transition to manage increasing bear
1152 populations, which were often coupled with growing human populations. Currently,
1153 32 of the 41 states with resident black bear populations have a regulated hunting
1154 season (Appendix IV, Table 17). Despite its common use as a management tool,
1155 bear hunting remains a complex issue in Florida requiring extensive stakeholder
1156 engagement. Because the purpose of this plan is to establish the conservation
1157 measures necessary to ensure that the bear does not meet the threatened criteria in
1158 the future, addressing the prospects of bear hunting is outside the plan's scope. Any
1159 further consideration of bear hunting after the approval of this plan would require
1160 additional direction from the Commission. If directed by the Commission to
1161 consider hunting, FWC staff would explore options and develop proposals in an open
1162 and transparent process for further consideration.

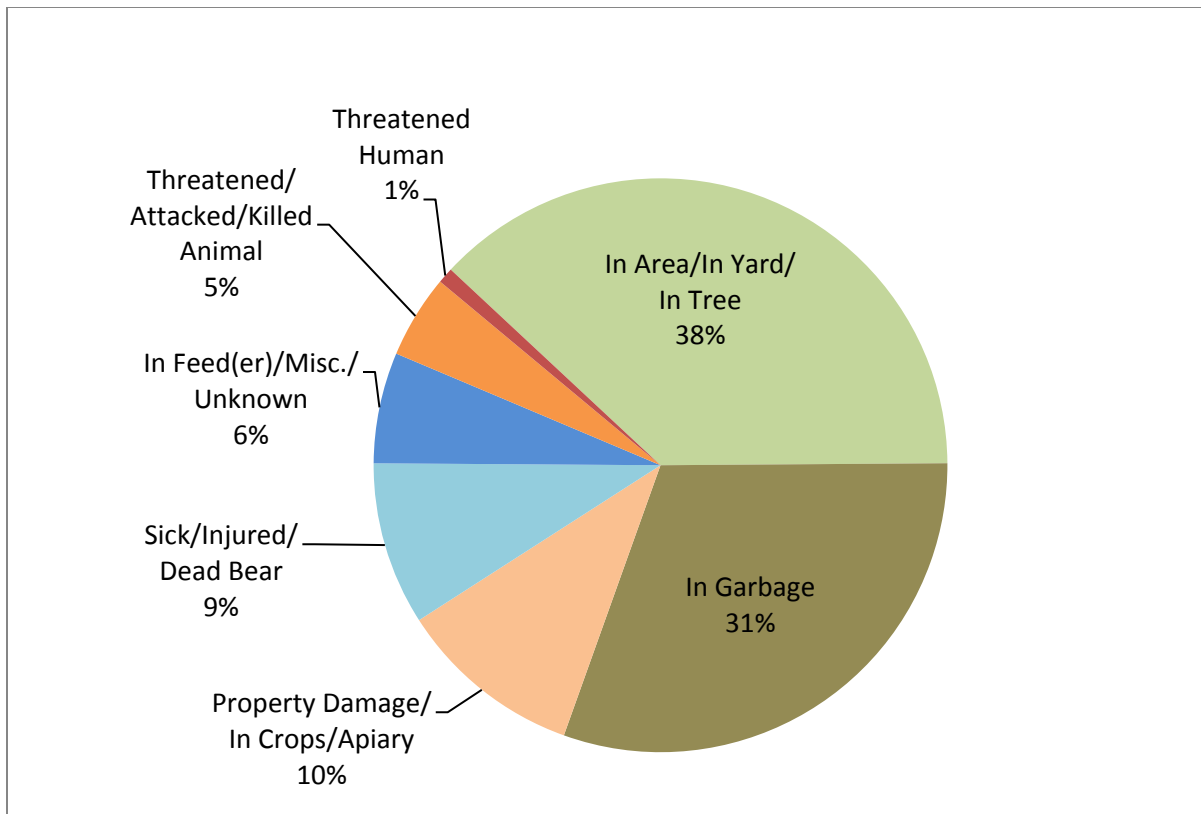
1163 Current management efforts in Florida include continued habitat conservation,
1164 documentation of population parameters, reduction of vehicle-bear collisions,
1165 development of educational programs, response to human-bear conflicts, and
1166 coordination among stakeholders. Presently, management efforts are aimed at
1167 collaborating with all levels of government to develop solutions to human-bear
1168 conflicts. A primary focus is to reduce the level of negative human-bear encounters
1169 associated with garbage in residential and commercial areas. The need for public
1170 outreach and education regarding coexistence with black bears has become an
1171 increasingly important management issue.

1172 **CHAPTER 3: THREAT ASSESSMENT**

1173 Black bears in Florida face an array of threats that vary in their significance
1174 and intensity. Prior to the 1950s and wide-spread development, the greatest threat
1175 to bears was persecution and unregulated hunting, resulting in significant
1176 population decline and a restriction of bear range to a few, scattered and isolated
1177 areas. As development in Florida increased, habitat loss became a growing concern.
1178 Bear hunting became regulated in the early 20th century and more detailed
1179 conservation efforts were initiated in the 1970's, including increased protections,
1180 more restrictive hunting regulations, and habitat protection (Table 4). Today, the
1181 greatest threat to the long term survival of Florida black bears is habitat loss and
1182 fragmentation, exacerbated by incompatible habitat management in areas where
1183 subpopulations are very small. Negative interactions with people and human-
1184 caused mortality are also important concerns for bear management.

1185 Habitat loss and fragmentation have greatly impacted bears in Florida.
1186 Although bear numbers and range have rebounded, bears do not currently occupy
1187 all available habitat. Male bears travel widely, often through low quality habitat,
1188 however expansion of occupied range is driven by female movements. The loss of
1189 habitat and disconnections between large habitat patches caused by development
1190 and roads make occupying the high quality but unoccupied bear habitat, such as the
1191 Big Bend region, more difficult for bears. Increasing human development, including
1192 highways, reduces the ability of bears to travel between, or even find, isolated
1193 habitats.

1194 Human population growth and expanding bear populations have led to
1195 increasing contact between people and bears. Many of these interactions are
1196 positive or neutral in outcome (e.g., sightings that lead to excitement or presence
1197 that leads to no response), but some lead to conflicts. FWC classifies the types of
1198 calls it receives from the public about bear interactions into categories based on the
1199 caller's description (Figure 6). A substantial proportion of the calls refer to bears in
1200 the area, a yard, or up a tree (38%), which can typically be resolved when callers



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1202 **Figure 6. Types of human-bear conflicts, as described by callers,**
 1203 **received by FWC from 1990 to 2010 in Florida (n = 25,249).**

1204

1205 follow the technical advice provided by FWC. Human-bear interactions have
 1206 increased considerably in recent years and negative encounters will continue to be a
 1207 challenging management issue and potential threat to bears and people (Figure 7).
 1208 Interactions with humans can lead to the death of the bear either through illegal
 1209 killing, vehicle collisions or euthanasia. Additionally, increasing frequency of
 1210 conflicts with bears can lead to the devaluation of bears as negative experiences
 1211 overshadow the respect and wonder most people initially have for bears. If current
 1212 trends in human-bear interactions continue, these issues may become the foremost
 1213 management challenge for bears in Florida.

1214 Currently, direct mortality caused by humans is a chronic threat to bears but
 1215 does not appear to have much of a dampening effect on bear population growth (see
 1216 Chapter 2: Mortality). While recent levels of documented illegal kill and

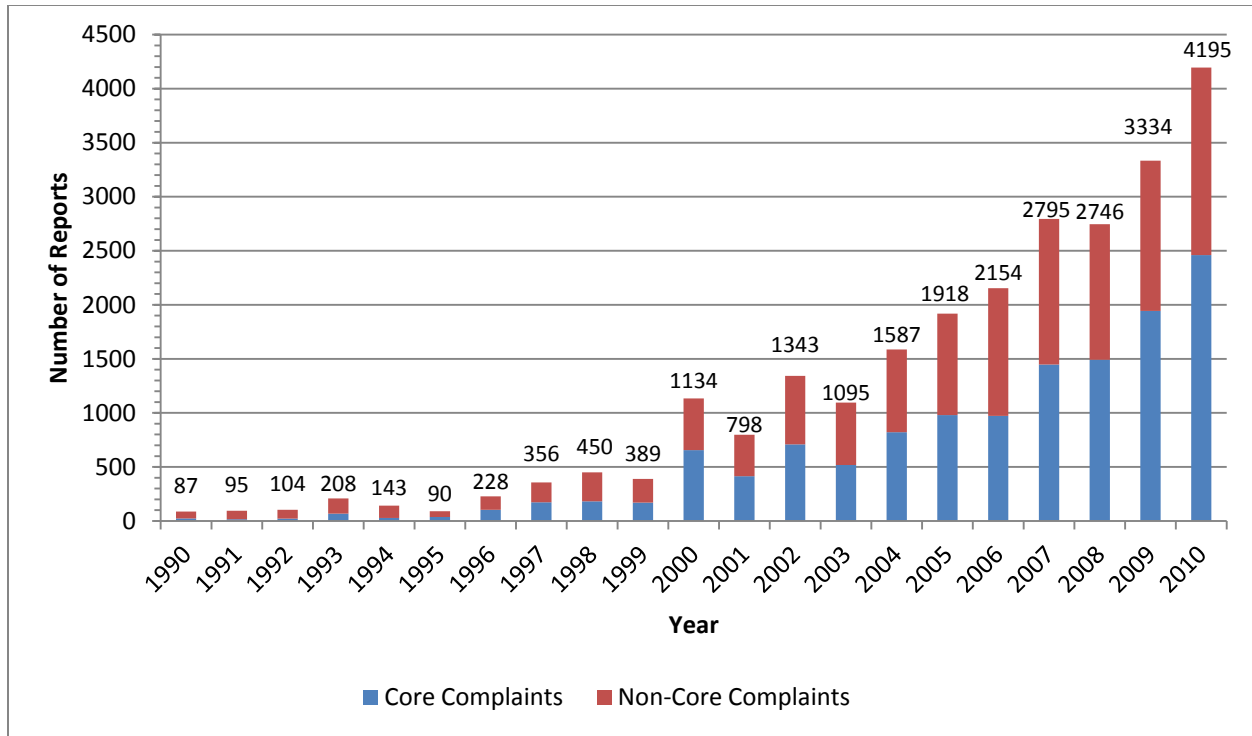


Figure 7. Number of reports relating to bears received by the Florida Fish and Wildlife Conservation Commission from 1990 to 2010 (n = 25,249; one report may include several telephone calls).

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1222 euthanasia are low, collisions with vehicles accounted for approximately 81 percent
1223 (2,057 of 2,544) of known bear mortalities from 1990 to 2010 (Figure 8). Although
1224 the incidence of vehicle-killed bears has increased significantly through time, the
1225 impacts to subpopulations are relatively low. In 2002, 126 bears were killed on the
1226 state’s roadways. Based on bear population estimates for 2002, that level of vehicle-
1227 related mortality was equivalent to an annual mortality rate of approximately 4.8
1228 percent for the statewide population, and varied from less than one percent in the
1229 Osceola subpopulation to ten percent for bears in Chassahowitzka (Brown 2004,
1230 Simek et al. 2005). Vehicle-collisions were particularly concentrated in the
1231 Ocala/St. Johns subpopulation, where approximately 44 percent (1,111 of 2,544) of
1232 the vehicle-killed bears in the state from 1990 to 2010 occurred (FWC, unpublished
1233 data, 2010). Despite this concentration, Ocala/St. Johns vehicle-related mortality
1234 equaled eight percent of overall annual mortality (Simek et al. 2005). While the

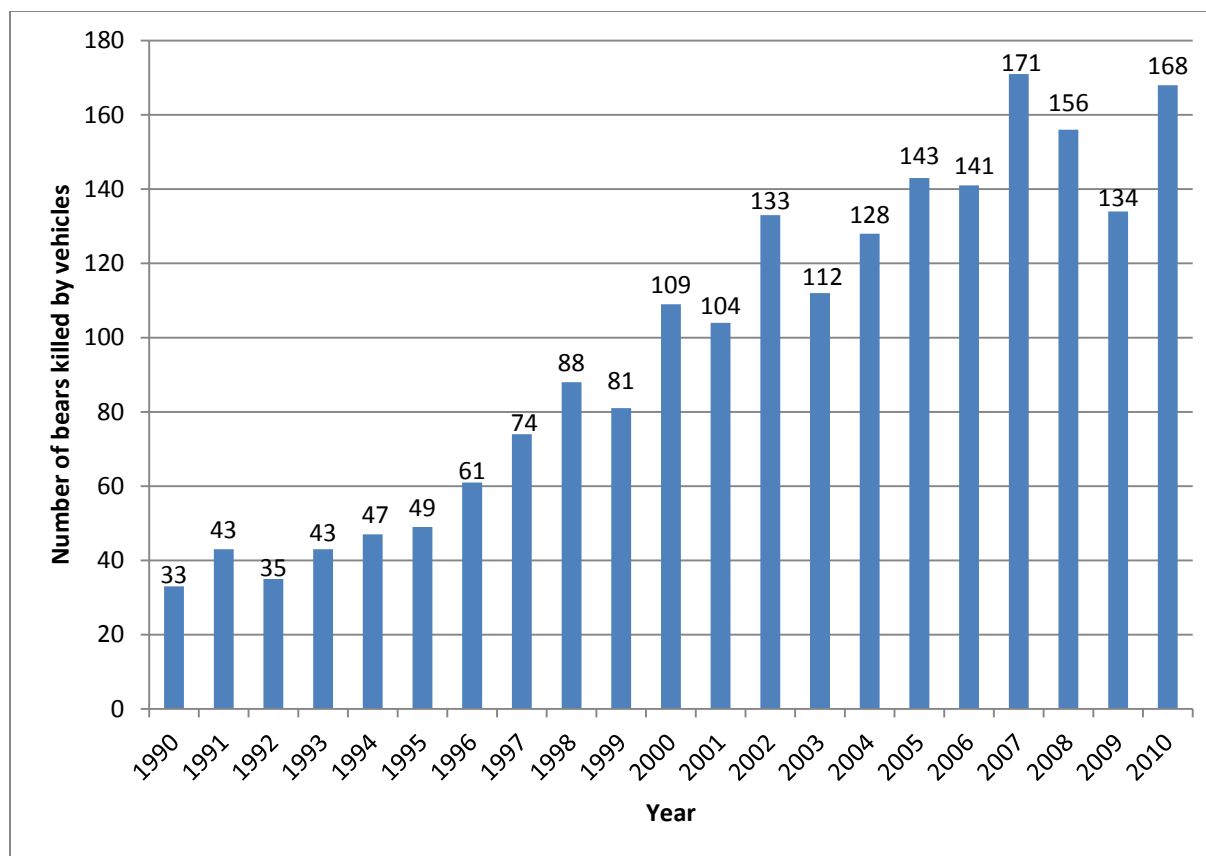


Figure 8. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year from 1990 to 2010 in Florida (n = 2,057).

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1240 2002 vehicle-related mortality rate in all subpopulations was below the maximum
1241 23 percent total mortality level that most Florida black bear subpopulations can
1242 sustain without experiencing a decline (Bunnell and Tait 1980), continued increases
1243 of vehicle-related mortality can pose a major threat to fragmented and isolated
1244 subpopulations. While part of the trends in vehicle-caused mortality is attributable
1245 to increases in the volume of road traffic (Figure 9), it also is influenced by
1246 increasing trends in bear population numbers (Table 4).

1247 Habitat degradation through incompatible land management has the potential
1248 to threaten bears in Florida. Bears are adaptive generalists and therefore well
1249 suited to use a variety of habitats, even those in change. However, large wildfires
1250 may temporarily remove forest cover and food sources bears need to survive.

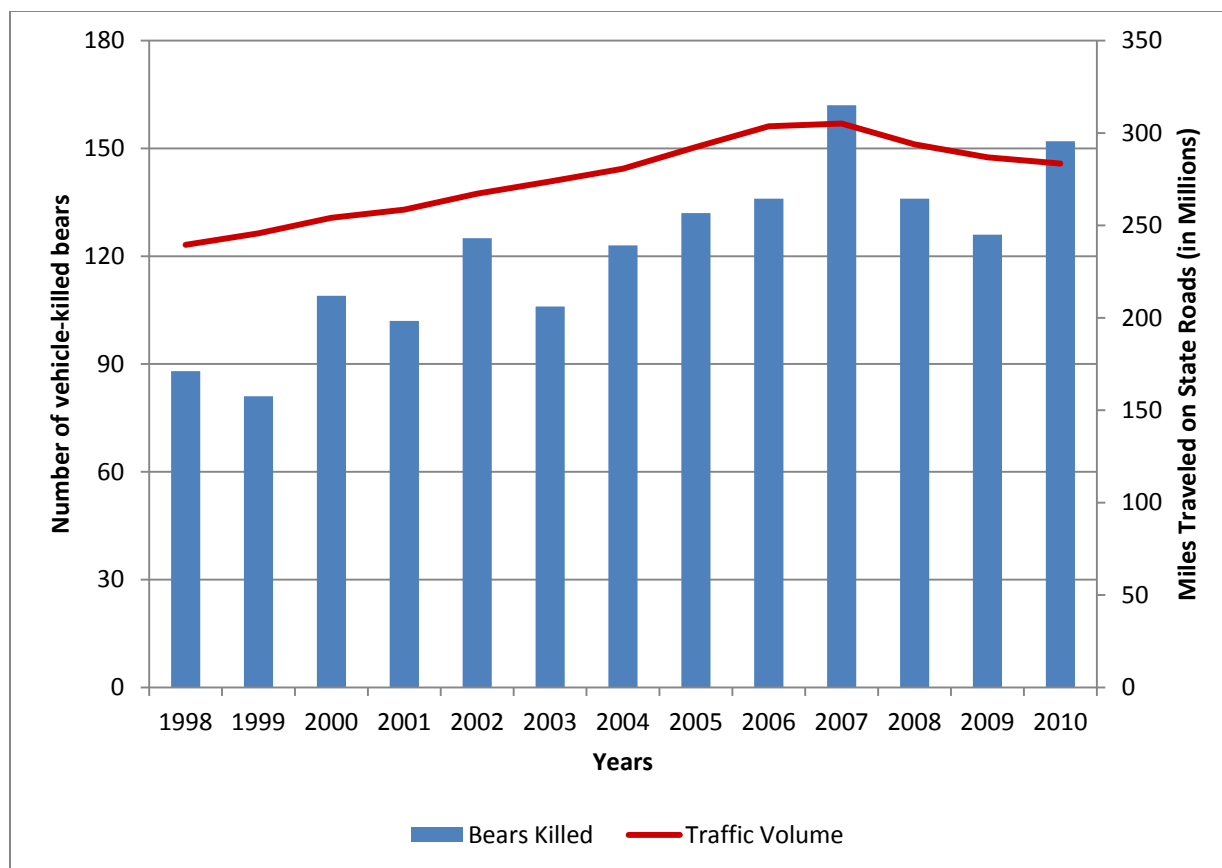


Figure 9. Number of bears killed by vehicles, or euthanized due to vehicle injuries compared to vehicle traffic on state roads (FDOT 2010) from 1998 to 2010 in Florida.

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1257 Additionally, prescribed fire at frequent intervals or performed during winter
1258 seasons may decrease food production and cover for bears at the local level (Maehr
1259 et al. 2001). These impacts must be weighed against the greater threat related to
1260 the loss of functional fire-maintained ecosystems upon which numerous other
1261 species depend. Palmetto berry harvest for commercial purposes has the potential
1262 to remove important food sources for bears (Maehr et al. 2001), particularly in poor
1263 mast years. In isolation, these issues do not pose grave threats to the statewide
1264 bear population. However, these threats can lower the biological carrying capacity
1265 for bears in an area and when occurring in conjunction with each other or with
1266 other threats, they could have interactive negative effects for individual bear
1267 subpopulations.

1268 **CHAPTER 4: CONSERVATION FOCUS AREAS**1269 **Conservation Goal**

1270 The goal of a plan is the overarching aim and is intended to be general in nature
1271 without providing specific details or timeframes. The goal of this management plan
1272 is to:

1273 *Maintain sustainable black bear populations in suitable habitats*
1274 *throughout Florida for the benefit of the species and people.*

1275 A **sustainable** statewide bear population is healthy and able to persist over the
1276 long-term without the need for frequent intensive management actions. An
1277 important element to ensure genetic health over the long-term is to have
1278 interconnections among several subpopulations that would allow them to function
1279 as one large statewide population. Subpopulations should be distributed
1280 appropriately across the state in **suitable habitats**. Suitable habitats are areas
1281 large enough to support bears and are outside of towns and other densely developed
1282 areas.

1283 FWC wants to keep bears in the areas where they now exist and work toward
1284 creating more functional landscape connections among them. It is important to
1285 note that the goal identifies management for the good of both the species and
1286 people. Therefore, FWC wants to strike the appropriate balance between what the
1287 species needs to exist in a viable state and what people need and gain from bears.

1288 **Objectives, Strategies, Actions, Research, Monitoring, and Resources**

1289 The objectives, strategies, actions, research, monitoring and resources
1290 subsections represent a consensus of FWC staff that developed this plan, with
1291 stakeholder input from TAG. There are four major objectives in this management
1292 plan: Population Conservation, Habitat Conservation, Human-Bear Conflict
1293 Management, and Education and Outreach. Each objective addresses a specific
1294 conservation focus area and is intended to be specific and measurable. The ten-year
1295 timeframe used in the objectives begins when the Commission approves this plan.

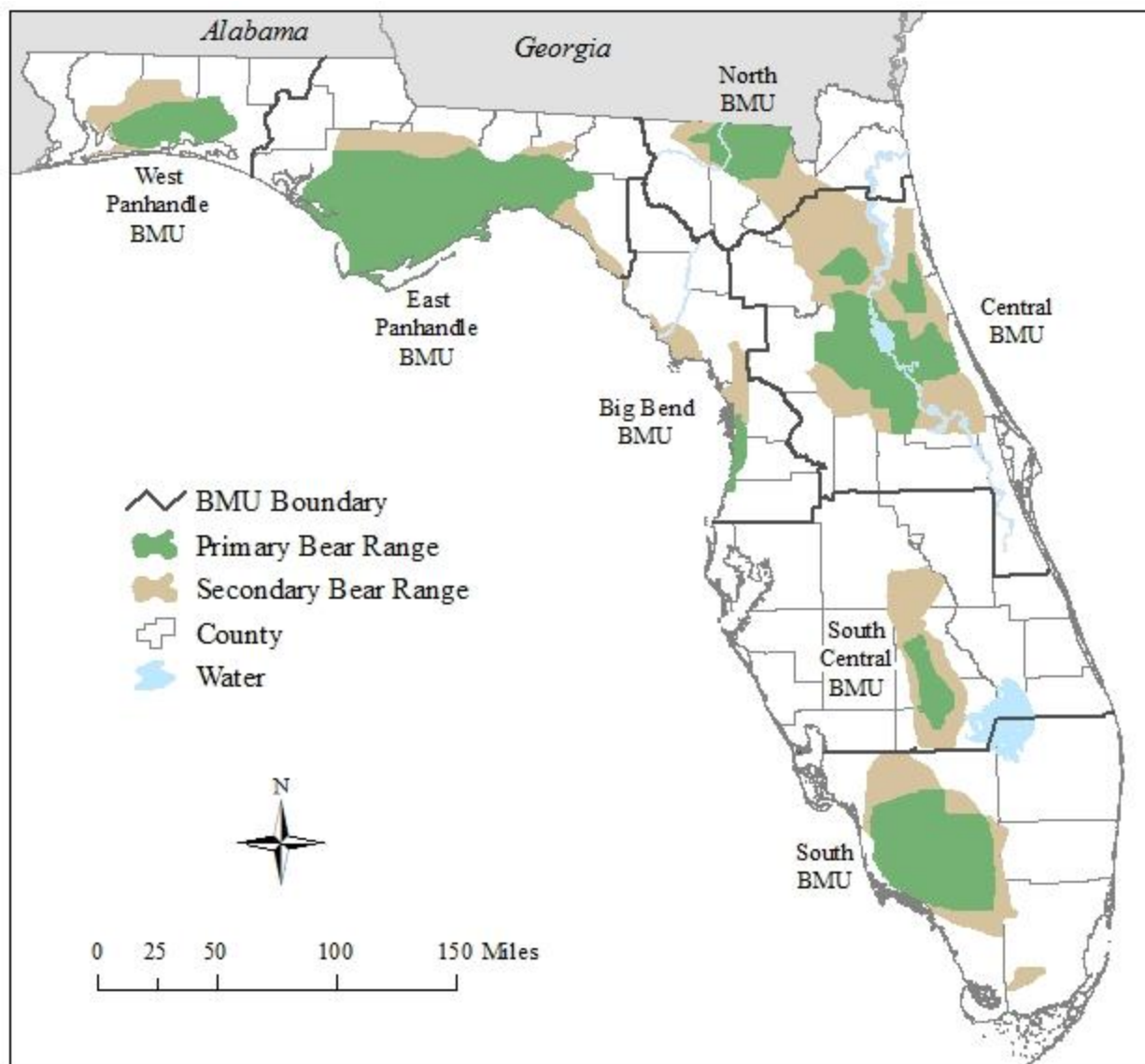
1296 Strategies are the broad categories under which similar actions are grouped. Some
1297 objectives only have one strategy, while others have several. Actions are discrete
1298 and measurable, describing specific activities that will be taken to meet the
1299 objectives of the management plan. Research and Monitoring identifies actions that
1300 will fill information gaps or maintain information important for making
1301 management decisions.

1302 FWC staff reviewed the actions within this plan and estimated which could be
1303 done with existing resources and which would need other resources. Other
1304 resources could come in the form of redirecting existing resources within FWC, or
1305 new resources that are not currently in place. While many staff and funds from
1306 across FWC participate at some level in bear management, there currently are not
1307 enough resources dedicated to bears to fully implement all of the actions in this
1308 management plan. Some of the actions identified in this plan have been occurring
1309 for many years; however, they could be enhanced with other resources.

1310 **Bear Management Units**

1311 Objectives of the Florida Black Bear Management Plan are designed to be
1312 statewide in nature; however, FWC recognizes the need to have actions that
1313 effectively address threats that can differ dramatically from one part of the state to
1314 another. In order to have a statewide plan that is flexible enough to accommodate
1315 for those differences, the state was divided into geographic areas known as **Bear**
1316 **Management Units (BMUs; Figure 10)** which are centered on bear
1317 subpopulations. The statewide plan offers a framework under which the BMUs will
1318 manage bears. Those BMUs will allow FWC to manage bears based on the specific
1319 characteristics of both the bear and human populations that are unique to different
1320 areas of the state. Three of the four objectives have sub-elements that break down
1321 the measurable objectives by BMU.

1322 As the plan progresses, currently separated subpopulations from two BMU's
1323 may begin to interact and function as one large subpopulation. In that event, FWC
1324 would likely still manage the BMU's separately because the bear subpopulation is



1325 **Figure 10. Bear Management Units and occupied bear range in Florida.**

1326

1327 only one of several elements that vary between the BMUs. The North and Central
 1328 BMUs, for example, have an active connection where the two subpopulations are
 1329 clearly interacting with one another. However, the amount and distribution of
 1330 human development in the North BMU is dramatically different than in the Central
 1331 BMU. Human development and other differences between these two BMU's lend
 1332 themselves to different management approaches.

1333 FWC created profiles for each of the seven proposed BMUs. The profiles
1334 depict the current subpopulation estimates, population and habitat information,
1335 bear-related reports and core complaints, vehicle-related mortality, and a summary
1336 of the threats to bears in each BMU. The profiles identify potential bear habitat
1337 and the amount of that habitat within conservation lands. Potential bear habitats
1338 are areas with characteristics that make them more likely to have bears living
1339 there. As the name implies, however, potential bear habitat is not necessarily
1340 occupied by bears. The four characteristics of potential bear habitat are: 1) land
1341 cover type, 2) habitat size, 3) distance from high quality habitats, and 4)
1342 connectivity and size of large habitats across the landscape (Hoctor 2006, Endries et
1343 al. 2009; see detailed description in Appendix V). Conservation lands were
1344 identified by Florida Natural Areas Inventory as lands managed for wildlife in
1345 public ownership or private ownership in easements or similar agreements in 2009.
1346 BMU profiles can be found at the end of Chapter 4.

1347

1348 **Objective 1: Population Conservation**1349 **Maintain a sustainable statewide population of Florida black bears by:**

- 1350 • **Maintaining a stable or increasing statewide population of Florida**
- 1351 **black bears;**
- 1352 • **Maintaining subpopulations that are estimated to be above 200**
- 1353 **individuals at or above their current levels (Table 5)**
- 1354 • **Maintaining at least one subpopulation at or above 1,000 individuals;**
- 1355 • **Increasing subpopulations that are estimated to be below 200**
- 1356 **individuals; and**
- 1357 • **Increasing genetic exchange among subpopulations.**

1358 FWC will manage for a statewide population of Florida black bears that is not at
1359 risk of extinction over the long term. Florida's Endangered and Threatened Species
1360 rule (68A-27, F.A.C.) provides a detailed set of criteria by which species are
1361 evaluated to assess if they are at a high risk of extinction and subsequently need to
1362 be designated as State Threatened or a Species of Special Concern (see Appendix
1363 II). Of the five criteria, the Florida black bear is closest to meeting two factors
1364 relating to population size and trend (Criterion C; Appendix II). While the objective
1365 is to maintain or increase the statewide bear population, the larger subpopulations
1366 may need to be managed near the levels indicated in Table 5 as there is a finite
1367 amount of suitable habitat. In suitable habitat areas, bear subpopulations will
1368 likely be managed to reach their biological carrying capacity. In human-dominated
1369 areas, however, bears may be managed below biological carrying capacity to reduce
1370 human-bear conflicts, which may be closer to social carrying capacity (see Chapter
1371 7: Social Impacts).

1372 Cox et al. (1994) and Dixon et al. (2007) determined that each subpopulation
1373 should have at least 200 mature individuals to maintain genetic health and chances
1374 for survival over the long term. Therefore, for those subpopulations currently
1375 estimated to be below 200 individuals FWC will seek to increase bear numbers in
1376 that BMU to at least 200 mature individuals among which gene flow is possible.
1377 For those subpopulations that are currently above 200, FWC will manage at or

1378 **Table 5. Abundance estimates and minimum population objectives**
1379 **for each Bear Management Unit (BMU).**

Bear Management Unit (BMU)	Subpopulation Name	Abundance Estimate		Minimum BMU Objective ^c
		Range ^a	Mean ^b	
West Panhandle	Eglin	63–100	82	200
East Panhandle	Apalachicola	443–693	568	570
Big Bend	Chassahowitzka	12–28	20	200
North	Osceola	201–312	256	260
Central	Ocala/St. Johns	825–1,225	1,025	1,030
South Central	Glades/Highlands	150–200	175	200
South	Big Cypress	513–882	697	700
Statewide		2,207–3,440	2,823	3,160

1380 ^{a.} All subpopulations in BMUs were estimated in primary bear range by Simek et al. (2005), with
1381 the exception of subpopulations in Big Bend and South Central BMUs. The Big Bend BMU
1382 used two annual estimates as the population estimate range for the Chassahowitzka
1383 subpopulation in Hernando and Citrus counties (Brown 2004). The South Central BMU
1384 estimate for the Glades/Highlands subpopulation was based on field data from an ongoing bear
1385 research project in this area (Wade Ulrey, University of Kentucky, personnel communication,
1386 2010).
1387 ^{b.} Mean estimates, calculated based on Simek et al. (2005), were not available for subpopulations
1388 in the Big Bend or South Central BMUs, so the average of low and high estimates were used.
1389 ^{c.} Minimum subpopulation levels are set at 200 or the subpopulation estimate mean (rounded to
1390 nearest 10), whichever is larger.

1391
1392 above the current mean subpopulation estimates (Table 5). The once-statewide
1393 bear population has been fragmented long enough that each subpopulation is
1394 genetically identifiable and has lowered genetic diversity (Dixon et al. 2007).
1395 Genetic health and persistence of subpopulations are increased when individual
1396 bears can move from one subpopulation to another. FWC is not seeking to preserve
1397 the genetic differences among subpopulations; rather, the objective is to achieve
1398 increased genetic diversity among all subpopulations by increasing interchange
1399 between subpopulations so that they can function effectively as a single statewide
1400 population (i.e., **metapopulation**). Recent genetic analysis identified bears from

1401 the Ocala/St. Johns subpopulation within the Chassahowitzka subpopulation (FWC,
1402 unpublished data, 2010). It is unclear whether the Ocala/St. Johns bears moved
1403 into Chassahowitzka on their own or were released during FWC conflict
1404 management actions. While this example could be seen as a hopeful sign that
1405 dispersing bears in some areas might be able to increase genetic diversity naturally,
1406 a substantial increase in diversity may require management actions in some areas.
1407 Encroaching development and related human infrastructure likely will continue to
1408 impact bears in Florida for the foreseeable future. Vehicle collisions with bears has
1409 become more of a concern with the expanding bear population and increased traffic
1410 volumes. Between 2005 and 2010, 152 bears on average were killed annually by
1411 vehicles statewide, ranging from 141 in 2006 to 170 in 2007. Maintaining a
1412 statewide bear mortality database provides critical data to make informed decisions
1413 regarding issues such as development, road design and human-bear encounters. In
1414 response to increasing vehicle-related mortality, FWC will continue to cooperate
1415 with the Florida Department of Transportation (DOT) to provide solutions towards
1416 stabilizing or reducing vehicle-related wildlife deaths and increasing human safety.
1417 Wildlife crossing structures have proven very effective in reducing wildlife-vehicle
1418 collisions. McCollister and van Manen (2009) found underpasses reduced vehicle-
1419 related wildlife mortalities by 58% along a recently upgraded section of US
1420 Highway 64 in North Carolina. When 2-lane State Road 84 (i.e., Alligator Alley)
1421 was converted to 4-lane Interstate 75 in South Florida, 24 underpasses and
1422 associated fencing were installed to reduce wildlife-vehicle collisions. While the
1423 underpasses were designed primarily with Florida panthers in mind, many other
1424 species, including black bears, have been using those structures to safely cross the
1425 interstate (Foster and Humphrey 1995). Florida's first wildlife underpass
1426 specifically for bear crossings was built in 1994 on State Road 46 and is reducing
1427 vehicle-related mortalities in this area. FWC and DOT have had good success in
1428 reducing vehicle collisions when fencing is used to help guide animals to cross under
1429 bridges and underpasses, as has been seen in many other areas (Forman et al.
1430 2003). FWC will continue to provide minimum standards for road projects,

1431 evaluate development projects on bear habitat, and develop effective alternative
1432 methods to reduce bear presence in areas prone to bear-vehicle strikes.

1433 If larger bear subpopulations continue to grow at their current rates, at some
1434 point they may exceed what suitable habitat can support. There are several options
1435 to stabilize subpopulations. Strategies may include translocation to areas below the
1436 minimum population objective, reduction of understory vegetation to reduce habitat
1437 quality for bears or regulated hunting. Recent translocation projects have
1438 established new subpopulations in low density areas by capturing females with cubs
1439 before they emerge from their dens (Eastridge and Clark 2001, Clark et al. 2002,
1440 Benson and Chamberlain 2007). Another potential source for females could be to
1441 use other opportunities when FWC catches females without documented human-
1442 bear conflict behavior. A female bear captured inadvertently, for example, while
1443 attempting to capture another bear involved in a conflict could be translocated to an
1444 area with low bear densities. While not as successful as moving a female with
1445 dependent cubs, some of those females could become established in new areas.
1446 Additionally, orphaned cubs that have been rehabilitated for release can be released
1447 in areas with potential bear habitat but have a low density of resident bears (Stiver
1448 et al 1997). Releasing rehabilitated cubs into areas with low resident bear
1449 populations reduces the risk of mortality caused by other adult black bears
1450 (Beecham 2006).

1451 **Research and Monitoring for Population Conservation**

1452 Survival and reproduction should be tracked periodically to assess whether
1453 subpopulations are sustainable. Management measures should be implemented to
1454 ensure the bear subpopulation levels are maintained or increased where desired
1455 (Table 6). If the BMU subpopulation is significantly below the minimum population
1456 objective (i.e., objective is outside the estimate's 95% confidence interval) actions
1457 such as habitat improvement should be considered to increase the subpopulation.
1458 Subpopulations should be monitored periodically to assess whether interchange
1459 (i.e., natural dispersal or resulting from management actions) has improved genetic

1460 diversity where needed. Such research will be more important for the smaller
1461 subpopulations. Occupied range should be updated periodically and can include
1462 both FWC-generated data as well as public input.

1463

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Table 6. Strategies and actions involving the Population Conservation Objective, with estimates of resources available to implement the action, and associated timeframes for implementation.

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Strategy 1.1: Collect data to monitor bear subpopulations.												
1.1.1	Estimate population trend and update occupied range in each subpopulation every 10 years.	Other	→	→	→	→	→	→	→	→	→	→
1.1.2	Establish bear demographic parameters such as survival, fecundity and population growth for each subpopulation.	Other	→	→	→	→	→	→	→	→	→	→
1.1.3	Develop partnerships within each BMU to assist with monitoring distribution and abundance.	Existing	→	→	→	→	→	→	→	→	→	→
1.1.4	Maintain statewide database for bear vehicle collisions and other sources of mortality.	Existing	→	→	→	→	→	→	→	→	→	→
1.1.5	Assess the current and anticipated future impacts of development, roads, and habitat conditions upon bear subpopulations.	Other	→	→	→	→	→	→	→	→	→	→
1.1.6	Update population viability analyses for all subpopulations using data from Actions 1.1.1 and 1.1.2.	Other	→	→	→	→	→	→	→	→	→	→

Action	Description of Action	Resources	Year												
		Can be done with Existing resources OR requires Other resources	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020			
1.1.7	Establish a minimum criterion for genetic diversity within individual subpopulations.	Existing													
1.1.8	Estimate degree of connectivity among all subpopulations statewide every 10 years.	Other													
Strategy 1.2: Manage bear subpopulations to maintain their numbers at or above current levels.															
1.2.1	Determine the most significant needs of the bear subpopulations estimated to have less than 200 bears.	Other													
1.2.2	Augment bear numbers in subpopulations within BMUs that have less than 200 bears using bears from high-density subpopulations as donors.	Other													
1.2.3	Use habitat modification to increase bear numbers in selected subpopulations.	Other													
1.2.4	Reduce illegal killing of bears through education, incentives, increased enforcement, or additional regulations.	Existing													
1.2.5	Explore options to slow population growth in larger subpopulations, including the use of hunting and habitat modification.	Existing													

1467 **Objective 2: Habitat Conservation**

1468 **Maintain habitat of sufficient quality, quantity, and connectivity to**
1469 **support the statewide population of Florida black bears in the**

1470 **Population Conservation Objective by:**

- 1471 • **Maintaining habitat capable of sustaining a stable or increasing**
1472 **statewide population of Florida black bears;**
- 1473 • **Maintaining habitat in at least one subpopulation capable of**
1474 **sustaining 1,000 or more individuals;**
- 1475 • **Ensuring sufficient habitat to support subpopulations above 200**
1476 **bears at current levels**
- 1477 • **Ensuring sufficient habitat to support at least 200 bears in**
1478 **subpopulations currently below 200 bears; and**
- 1479 • **Improving habitat connectivity to promote genetic exchange among**
1480 **subpopulations.**

1481 The Habitat Conservation Objective was designed to provide the habitat needed
1482 to support the Population Conservation Objective. Conservation actions are not
1483 likely to return black bears to their full historic range, but it is possible to improve
1484 the current situation. Ideally, each bear subpopulation in Florida would be large
1485 enough to be independently **viable** and interconnected by a network of habitat that
1486 would allow dispersal events often enough to maintain genetic health, thus
1487 operating similar to a metapopulation. Habitat management can affect population
1488 abundance by increasing habitat quality and occupied range or decreasing the
1489 opportunities for dispersal to other subpopulations. Habitat fragmentation in some
1490 areas will challenge conservation efforts to move beyond managing habitat only
1491 within occupied bear range to areas with the potential to link bear subpopulations.

1492 Bear habitat usually is described as large, publicly owned forestlands because
1493 most subpopulations are centered on public lands, but it is important to
1494 acknowledge that bears occupy habitat regardless of ownership. Bear habitat can
1495 be defined in a number of ways. Occupied range is defined as the areas where bears

1496 consistently occur, so by definition it is capable of sustaining bears at some scale
1497 even if the land-use types are not normally considered bear habitat. For example,
1498 bears regularly occur in residential neighborhoods in several towns near Wekiwa
1499 Springs State Park because scattered woodlots and human-provided foods offer
1500 adequate food, water, and shelter that define an area as **habitat**. Such “urban
1501 bears” cause many of the human-bear conflicts. FWC can identify areas beyond
1502 whether they are simply occupied by bears, but rather, whether the area they
1503 occupy is suitable. FWC intends to manage bears at their biological carrying
1504 capacity in suitable habitat, whereas management efforts in human-dominated
1505 areas will be influenced more by social carrying capacity that may keep bear
1506 subpopulations below their biological carrying capacity (see Chapter 7: Social
1507 Impacts).

1508 There are many private and commercial land uses that can provide suitable
1509 bear habitat, including forestry and agriculture. Managed lands can increase the
1510 amount of habitat diversity that is preferred by bears. Timber harvests can benefit
1511 bears by offering a diverse suite of food and cover associated with multiple stages of
1512 forest growth (Clark et al. 1994, Jones and Pelton 2003). Row crops such as corn
1513 and wheat are common foods in bear diets in the southeastern US (Maddrey 1995,
1514 Maehr et al. 2001, Benson and Chamberlain 2006). Large cow-calf operations that
1515 have a mix of pasture and woodlands provide important bear habitat in south
1516 central Florida (Wade Ulrey, University of Kentucky, unpublished data, 2010).
1517 Suitable habitat can include private or commercial lands with uses compatible with
1518 wildlife, private lands under some type of conservation easement, government-
1519 owned land managed for wildlife, or even undeveloped and unmanaged lands that
1520 become bear habitat by default. Bear conservation efforts likely will rely on
1521 suitable habitat in all ownership types, including land management regimes that
1522 provide suitable bear habitat but are not enrolled in official agreement or easement
1523 programs. At this time, however, we do not have an adequate measure of those
1524 lands. However, we can measure **potential bear habitat** and conserved lands
1525 (i.e., government-owned land managed for wildlife and private lands under a

1526 conservation easement) as maintained by the Florida Natural Areas Inventory
1527 (FNAI; Table 7).

1528 To identify BMUs with higher priority needs for bear habitat, Table 7 compares
1529 the area needed to sustain the minimum population objective with the estimated
1530 density of the bear subpopulation in current occupied range (Simek et al. 2005), the
1531 amount of potential bear habitat, and the amount of that habitat that exists on
1532 conserved lands (FNAI 2009). Potential bear habitat meets or exceeds the amount
1533 of habitat needed to support the minimum bear population objective in each BMU
1534 (Table 7). While the Central and South Central BMU's conserved lands exceed the
1535 total acreage necessary to support the minimum population objective, those areas
1536 may still need habitat connections to ensure long term persistence of bears in the
1537 BMU. Additionally, some areas (e.g. Big Bend BMU) have sufficient potential bear
1538 habitat on conservation lands but most of it is unoccupied by bears.

1539 Defining a BMU-specific habitat objective is complicated because it relies on
1540 estimates of occupied range and density as correlates of what bears are actually
1541 doing. Occupied range can only be measured across the state imprecisely and at a
1542 large scale, therefore the current occupied range (Figure 1) is an over-estimate
1543 because it includes towns and other land-use types that, at a small scale, are not
1544 actually occupied by bears. For this reason, occupied bear range should be
1545 considered a general, large-scale representation of the extent of occurrence of the
1546 species in Florida. The only available estimates of bear densities were calculated
1547 from high quality, protected habitat within primary bear range. However, accurate
1548 density estimates for secondary range are not possible given the fragmented nature
1549 and variability of both habitat and bear densities in this range type.

1550 The Habitat Conservation Objective of this plan seeks to conserve suitable bear
1551 habitat (i.e., areas both capable of maintaining bears and desirable from a
1552 management perspective) and promote connectivity between subpopulations.
1553 Helping bears re-colonize unoccupied habitat will support both the Population and
1554 Habitat Conservation Objectives. Whether an area is occupied by bears is often

1555 **Table 7. Area needed to the meet the minimum population objective, potential bear habitat,**
 1556 **potential bear habitat predicted to remain in the year 2020, and potential bear habitat in**
 1557 **Conservation Lands for each Bear Management Unit in Florida.**

Bear Management Unit	Area to support minimum population objective ^a (acres)	Area of Potential Bear Habitat ^b (acres)	Area of Potential Bear Habitat predicted to remain in the year 2020 ^c (acres)	Area of Potential Bear Habitat in Conservation Lands ^d (acres)
West Panhandle	1,198,461	1,887,021	1,832,956	723,051
East Panhandle	2,359,856	4,279,835	4,241,027	1,229,916
Big Bend	549,809	1,625,766	1,589,627	478,042
North	457,145	1,741,602	1,689,505	411,541
Central	1,062,553	3,531,133	3,376,929	1,310,191
South Central	580,698	2,478,299	2,412,166	883,270
South	1,322,014	1,606,476	1,563,962	1,173,756
TOTAL	7,530,537	17,150,132	16,706,172	6,209,766

1558
 1559 a. Minimum Population Objectives are listed in Table 5.
 1560 b. Potential bear habitat are areas with characteristics that make them more likely to have bears living there. As the name implies,
 1561 however, potential bear habitat is not necessarily occupied by bears. The four characteristics of potential bear habitat are: 1) land cover
 1562 type, 2) habitat size, 3) distance from high quality habitats, and 4) connectivity and size of large habitats across the landscape (see
 1563 Appendix V).
 1564 c. The area of Potential Bear Habitat was reduced in areas where it was predicted to be converted to development in the year 2020
 1565 identified in Zwick and Carr (2006).
 1566 d. Conservation Lands include publicly-owned conservation lands as well as easements and other less-than-fee private properties in
 1567 conservation identified by Florida Natural Areas Inventory as managed areas in 2009.
 1568

1569 a product of distance from currently occupied habitat and management more than
1570 ownership. Maintaining and linking bear subpopulations will require quality
1571 habitat of sufficient quantity and in the right areas. To successfully accomplish the
1572 Habitat Conservation Objectives, occupied bear habitat cannot be restricted to
1573 public lands; bears must be able to live on and traverse private lands. Potential
1574 bear habitat exists in large quantities on private lands, therefore FWC must work
1575 with private landowners to assist and encourage them to continue the management
1576 practices that are benefiting bears. FWC can provide landowners with habitat
1577 management information for creating favorable or unfavorable bear habitat,
1578 depending on the landowner's interests. In areas prone to human-bear conflicts
1579 where habitat structure and spatial positioning are exacerbating the problem, for
1580 example, habitat management techniques should be employed to minimize negative
1581 impacts. Techniques such as frequently clearing or burning a perimeter area
1582 surrounding the developed area could be employed. FWC can identify ways to make
1583 the presence of bears a benefit rather than a liability for landowners. Landowner
1584 incentive programs that can be used to establish or manage quality bear habitat,
1585 from short term cost-share agreements to perpetual conservation easements, can be
1586 conveyed through FWC's **Landowner Assistance Program (LAP)**; see Private
1587 Landowners in Education and Outreach Objective).

1588 FWC and its partners must continue to proactively engage private landowners
1589 and encourage land-use practices compatible with suitable bear habitat. Interested
1590 landowners may benefit by participation in programs that retain their desired use
1591 of the property while restricting or mitigating future development potential. FWC
1592 and its partners should use and expand on programs that assist private landowners
1593 in continuing to use their lands in ways that result in suitable bear habitat, with an
1594 eye for bringing multiple landowners together around a common purpose of habitat
1595 connectivity. Vital to the success of this objective is cooperation from private
1596 landowners, especially regarding the use of conservation agreements, easements,
1597 conservation and mitigation banks, less-than-fee simple, and fee simple acquisition.
1598 Areas under public management or conservation easements can be mapped, but it is

1599 equally important to identify how much additional privately-owned lands are
1600 currently managed under suitable habitat conditions within each BMU.

1601 Habitat that provides important resources for bears regardless of ownership
1602 needs to be mapped in each BMU. Similarly, important corridors with suitable
1603 habitat must be identified and efforts made to work with landowners for mutually
1604 beneficial land management practices. Existing bear habitat and compatible land
1605 management regimes need to be evaluated and ranked for their quality and
1606 suitability for bears. A monitoring protocol for habitat quality should be established
1607 to assist interested landowners.

1608 The bear is often identified as an umbrella species for many conservation efforts
1609 because a diverse array of wildlife and plant species benefit when protected habitat
1610 is expansive enough to allow bears to persist in an area. Maintaining a diversity of
1611 habitat types over extensive acreage is important because it provides black bears
1612 with the nutritional requirements over all seasons. An important element in this
1613 regard is identification of a regional conservation vision (Keddy 2009) and
1614 coordination with other large-scale conservation efforts. For example, habitats
1615 needed for bears overlap heavily with those needed for gopher tortoise conservation
1616 and lands identified as part of Florida's Ecological Network (see Chapter 6:
1617 Coordination with Other Efforts). This overlap of priority landscapes should lead to
1618 improved conservation and leveraging of resources. Consideration should be given
1619 to areas that presently have suitable bear habitat as well as areas that can be
1620 restored. Many areas have been conserved to increase and enhance black bear
1621 habitat. Corkscrew Regional Ecosystem Watershed located in Collier and Lee
1622 counties, for example, was acquired with the purpose of protecting habitat for
1623 wildlife, particularly bears. Areas identified through efforts by The Nature
1624 Conservancy such as Yellow River Ravines and Gulf Coast Plain Ecosystem
1625 Partnership have been marked as areas important for bears. The 600-acre Searcy
1626 Estate purchase in Apalachicola NF identified the black bear as an important
1627 species. Public lands purchased primarily for conserving black bears should be
1628 reviewed and monitored to make certain the management regimes are compatible

1629 with the needs of bears and the many other species associated with their habitat.
1630 Such a review and monitoring systems will need to be established.

1631 **Habitat Connectivity**

1632 **Landscape connectivity** is an important component of habitat conservation
1633 in bear management because bear movements are so extensive that their habitats
1634 must be evaluated and managed at the landscape scale. Noss and Cooperrider
1635 (1994) discuss connectivity as they relate to movements within home ranges (p.
1636 153), dispersal, including estimates of dimensions (p. 154), and in response to
1637 climate change (p. 156). Landscape connectivity related to bears in Florida is
1638 explained in great depth in Maehr et al. (2001, p. 29–35).

1639 Landscape connectivity that allows movement among bear subpopulations is
1640 crucial for genetic integrity and population viability. It is important to maintain
1641 existing connections, augment near connections, and establish connectivity among
1642 isolated habitats. The intended outcome is an interconnected network of bear
1643 subpopulations that form a functional metapopulation. While the range of the
1644 Florida black bear is fragmented into subpopulations that look similar to
1645 metapopulations (Maehr et al 2001, p. 40), poor connectivity among subpopulations
1646 may prevent them from truly functioning as such (Clark et al. 2006). Hoctor (2003)
1647 and Larkin et al. (2004) ran several “least cost pathway” simulations to model
1648 landscape connectivity between each subpopulation. Those simulations revealed
1649 obstacles to bear movements between distant subpopulations that help focus
1650 conservation planning. Managing lands between subpopulations to encourage
1651 natural interchange will result in a more functional statewide population (Maehr et
1652 al. 2001, p. 42).

1653 FWC’s objective is to maintain existing connections [e.g., Okefenokee NWR to
1654 Osceola NF], solidify and strengthen near connections (e.g., Ocala NF to Osceola
1655 NF), and work toward creating more distant connections (e.g., Chassahowitzka
1656 WMA to Lower Suwannee NWR). Creating these connections will be challenging,
1657 especially for the more distant ones, but as an umbrella species, efforts to improve

1658 connectivity for bears also should improve landscape connectivity for many other
1659 species.

1660 As human development continues to impact natural systems, landscape
1661 connectivity among bear populations will be important to retain genetic integrity
1662 and population viability. Landscape connections should allow for several biological
1663 processes (Clevenger and Wierzchowski 2006) including the necessities (e.g., food,
1664 mates) and movements within and among subpopulations (i.e., dispersal and
1665 genetic interchange). Factors that impact whether a connection is functional
1666 include habitat quality and distance between habitat patches. Roads are
1667 impediments to connectivity for bears at local and landscape levels; wildlife
1668 structures can decrease those barrier effects (Clevenger and Wierzchowski 2006).
1669 Development directly reduces habitat and, depending on its shape, can impede bear
1670 movements. Habitat types that are avoided by bears also affect their movements.
1671 Maehr et al. (2001) provides an excellent summary of landscape ecology in relation
1672 to bear management.

1673 Connectivity as a concept is “entirely scale and target dependent” (Crooks and
1674 Sanjayan 2006, p. 3), ranging from small scale “patch connectivity” to large scale
1675 “landscape connectivity” (Tischendorf and Fahrig 2001). Local movements to obtain
1676 food and other necessities occur daily and seasonally; moderate movements in
1677 response to dispersal events or natural disasters might occur every few years; and
1678 longer movements allowing genetic interchange between distant subpopulations
1679 might only occur occasionally, perhaps once each generation (Harris and Scheck
1680 1991). Harrison (1992) suggested one home range as the minimum width of
1681 landscape connections so the area would contain enough suitable habitat for the
1682 animal to occupy it rather than just pass through it. If this approach were applied
1683 in Florida, the minimum corridor width would equal 4.37 miles, representing the
1684 diameter of the average annual adult female Florida black bear’s home range (FWC,
1685 unpublished data, 2010). Developments often have “green spaces” that are
1686 considered corridors for wildlife. Although the term corridor has been used for all

1687 scales of connectivity, in this context the phrase equates to patch connectivity.
1688 Short, local connections between habitat patches require cover that is **traversable**
1689 by bears, but not necessarily habitat suitable for occupancy. If they are functional,
1690 those corridors are important for local bear movements that occur within a
1691 subpopulation.

1692 This plan seeks to maintain or improve the patch connectivity within
1693 subpopulations and improve the landscape connections among subpopulations.
1694 High landscape connectivity allows larger, stable subpopulations to sustain smaller
1695 subpopulations (e.g., Ocala NF connection with Wekiva River Basin). Currently,
1696 the most important landscape connections to improve for bears are for the
1697 Chassahowitzka, Glades/Highlands, and Eglin subpopulations because they are
1698 small and isolated. These landscape-sized connections are often envisioned as
1699 complete swaths of habitat, but other ways to increase long-distance movements of
1700 bears include habitat mosaics, improving the permeability of surrounding property,
1701 and to create islands of habitat that allow bears to move from one patch to another
1702 like stepping stones (Crooks and Sanjayan 2006, p. 12, Noss and Daly 2006). While
1703 the dispersal ability of male bears is high, females seldom disperse far from their
1704 natal areas; therefore, bears are slow to colonize empty habitats (Costello et al.
1705 2008). While long-distance movements have been documented in black bears
1706 (Maehr et al. 1988, Stratman et al. 2001), conservation efforts should not rely upon
1707 these rare examples for connectivity or range expansion.

1708 **Habitat Management**

1709 The use of fire by land managers to promote restoration and maintenance of fire
1710 climax communities provides well-established benefits. The frequent application of
1711 fire creates a plant community structure and **successional sere** that is beneficial
1712 to an array of wildlife. However, bears and many other species benefit from habitat
1713 patches with prolonged fire intervals. Several studies have indicated the
1714 importance of saw palmetto and oak mast for food (Maehr and Brady 1982, Land et
1715 al. 1994, Roof 1997, Stratman and Pelton 2007) and the use of dense understory

1716 including palmetto as concealing cover for natal dens (Garrison et al. 2007).
1717 However, fire can be fatal to oaks (Garren 1943) and reduce fruiting of palmettos
1718 when burned more frequently than every five years (Hilmon 1968, Carrington and
1719 Mullahey 2006). Consequently, bears in Florida use areas that have at least five
1720 years between burns more frequently than they do areas with shorter burn cycles
1721 (Stratman and Pelton 2007). Land management compatible with bear needs would
1722 include a diverse mosaic of forest communities where some forest compartments are
1723 burned less frequently than every five years. Conversely, the frequent application
1724 of fire could help reduce the abundance of bears in areas where that is a
1725 management objective.

1726 Long-term conservation of the Florida black bear will be dependent upon
1727 prudent management of large contiguous woodlands which are unlikely to be under
1728 a single ownership. With some consideration for bear habitat needs, landscape
1729 level, multi-species management regimes can be compatible with quality bear
1730 habitat. Present efforts to enhance red-cockaded woodpecker populations, for
1731 example, involve controlled burns and longleaf pine restoration; however, frequent,
1732 large-scale winter burning may reduce the diversity and abundance of foods
1733 available to bears and kill cubs in dens. A coordinated management effort will
1734 provide much needed habitat for bears, scrub-jays, snakes and other wildlife species
1735 that will require alternate habitats while burns are underway. Therefore,
1736 coordinating land-management activities that span the landscape, address the
1737 seasonal conditions, and the varying requirements of individual species is
1738 important for establishing successful habitat conservation efforts for bears and
1739 other wildlife species.

1740 Management goals and desired conditions for other wildlife species, particularly
1741 listed species, may not always result in prime bear habitat. However, many species
1742 with seemingly divergent needs can be accommodated if a variety of land
1743 management regimes are used to provide diverse forest communities at the
1744 landscape level.

1745 Research and Monitoring for Habitat Conservation

1746 Information is needed on how habitat quality, quantity, and connectivity can be
1747 measured at appropriate scales and managed to affect bear numbers in specific
1748 areas (Table 8). Research may be needed to provide land managers with habitat
1749 management practices to increase or decrease bear numbers where needed or to
1750 determine why specific areas of seemingly high quality bear habitat are not
1751 occupied. Potential quantitative and qualitative impacts of management actions
1752 (e.g., herbicides, prescribed fire, timber harvest, palmetto berry harvest) should be
1753 identified, and results offered to private landowners interested in preferred land
1754 management practices for bears.

1755 A system will need to be implemented to map suitable bear habitats, including
1756 privately owned lands that are not in agreement or easement programs but still
1757 provide for bear habitat. Conversely, conservation planning can be better focused if
1758 areas that no longer provide suitable habitat because they are isolated by large-
1759 scale human development are removed from further consideration. Development of
1760 methodologies that can assess the cumulative impacts of habitat declines will be
1761 necessary.

1762 Research should also categorize habitat characteristics that promote landscape
1763 permeability so the most important landscape connections can be identified. Where
1764 high quality, suitable bear habitat is far from occupied bear range, research may be
1765 needed to determine the feasibility and acceptance of restocking bears. Similar
1766 budget and stakeholder work would be needed to augment bears in areas where
1767 their density is very low. For conservation lands where bears are a target species,
1768 results of management actions should be monitored to ensure they benefit bears.

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Table 8. Strategies and actions involving the Habitat Conservation Objective, with estimates of resources available to implement the action, and associated timeframes for implementation.

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
<p>Strategy 2.1: Determine clear criteria for categorizing habitat quality and then assess the current quality, at an appropriate scale, of occupied and unoccupied but potentially suitable bear habitat in each BMU.</p>												
2.1.1	Develop criteria to evaluate and categorize the quality of bear habitat by a combination of existing habitat models at statewide and BMU levels.	Existing	→									
2.1.2	Designate suitable bear habitat by habitat type, ownership, and land management regime within each BMU.	Existing		→							→	
2.1.3	Develop fine scale bear habitat quality measures in each BMU.	Other		→								
2.1.4	Determine the amount and distribution of suitable bear habitat within each BMU needed to meet minimum population objectives.	Existing		→								

Action	Description of Action	Resources	Year											
		Can be done with Existing resources OR requires Other resources	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
2.1.5	Assess the current and projected impacts of development, including transportation corridors, land-use conversion, and land-management practices on bear habitat quality in each BMU.	Other	—————→											
2.1.6	Identify areas where development is currently significantly impacting the ability of bears to use the habitat for occupation or travel and remove them from further consideration as suitable bear habitat.	Other		→									→	
2.1.7	Evaluate areas of unoccupied, but potentially suitable habitat in each BMU (e.g., Green Swamp, Blackwater River State Forest) to identify any habitat-based reasons for the absence of bears in those areas.	Other												—————→
2.1.8	Coordinate with partner agencies and organizations to identify and integrate bear habitat conservation priorities that are shared with other existing landscape-level planning and management efforts (e.g., Gopher Tortoise Management Plan, The Nature Conservancy’s Florida Assessment).	Existing	—————→											

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	20	21	22	23	24	25	26	27	28	29
Strategy 2.2: Conserve or increase good quality bear habitat to meet objectives within each BMU.												
2.2.1	Work with the FWC Landowner Assistance Program to identify opportunities for landowners to help increase habitat quality to increase bear numbers and connectivity.	Other										
2.2.2	Collaborate with public and private partners to use habitat incentive programs, less-than-fee-simple conservation easements, and fee-simple acquisitions to enhance conservation of large, high-priority tracts of good quality bear habitat within each BMU.	Other										
2.2.3	Work with FWC Landowner Assistance Program biologists to develop habitat management techniques and best management practices specific to bears and voluntary, incentive-based programs to assist willing landowners in restoring or managing bear habitat to enhance long-term conservation of quality bear habitat on their lands.	Existing										

Action	Description of Action	Resources	Year																	
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021								
2.2.4	Promote use of the comprehensive conservation planning tools incorporated in the Florida Wildlife Conservation Guide to more effectively address potential impacts of development, including transportation corridors, land-use conversion, and land-management projects on bear habitat.	Existing																		
2.2.5	Rank mitigation banks by bear habitat quality to offer interested landowners options for mitigating bear habitat loss.	Other																		
Strategy 2.3: Manage bear habitat on public and private lands.																				
2.3.1	Identify practices to minimize potential negative impacts on habitat quality for bears, in quantitative and qualitative terms, from management actions (e.g., herbicides, prescribed fire, timber harvest, palmetto berry harvest).	Existing																		
2.3.2	Work with partners to develop protocols for monitoring habitat quality for bears at fine scales within each BMU.	Existing																		

Action	Description of Action	Resources	Year											
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
2.3.3	Develop a system to identify and review all public lands that have been purchased primarily to conserve bears and promote application of best management practices in bear habitat.	Existing		→									→	
2.3.4	Engage the Black Bear Assistance Groups in each BMU to assist private landowners and other organizations who are seeking assistance with comparison and selection of landowner incentive programs or other programs for enhanced conservation of high quality bear habitat on their lands.	Other	→											
<p>Strategy 2.4: Promote connectivity within and among Florida black bear subpopulations by maintaining, improving, and/or creating landscape connectivity.</p>														
2.4.1	Determine landscape connectivity characteristics (e.g., habitat type, length, width) that facilitate movement of individual bears within and among subpopulations.	Other				→								

Action	Description of Action	Resources	Year										
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
2.4.2	Identify and prioritize existing landscape connections used by bears to move within and among subpopulations; determine ownership and land management approaches for individual parcels of land that make up each connection; work with private landowners to promote land management practices that offer suitable bear habitat.	Other		→								→	
2.4.3	Evaluate landscape connections to identify full or partial barriers (e.g., roads, lack of corridors) to bear movement and determine where additional infrastructure (e.g., fencing, clear road shoulders) is needed to overcome those barriers.	Other											→
2.4.4	Evaluate the compatibility of long-term highway use and traffic projections with landscape connectivity.	Other		→									

Action	Description of Action	Resources	Year												
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021			
2.4.5	Coordinate with and provide minimum standards for projects to Florida departments of Environmental Protection and Transportation, Division of Community Planning, and other relevant agencies to ensure that bear habitats and landscape connections are known and considered in state and regional conservation planning.	Existing													

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1774 **Objective 3: Human-Bear Conflict Management**

- 1775 **Reduce human-bear conflicts as measured by bear-related calls to FWC**
1776 **at or below average 2008 to 2010 levels (1,949 annual core complaints)**
1777 **and near or below the corresponding levels for each BMU (Table 9) by:**
- 1778 • **Coordinating with local government officials in bear range to**
1779 **implement methods for reducing conflicts;**
 - 1780 • **Revising FWC bear policies to create a comprehensive approach to**
1781 **human-bear conflict management;**
 - 1782 • **Creating protocols to capture institutional knowledge, standardize**
1783 **response, and improve effectiveness in conflict management; and**
 - 1784 • **Create partnerships that will help FWC resolve human-bear**
1785 **conflicts.**

1786 The intent of this objective is to achieve the delicate balance between the needs
1787 of bears and the needs of people. FWC will work with communities to promote local
1788 actions that result in meaningful solutions. Many techniques that facilitate the
1789 peaceful coexistence of humans and bears exist and promotion of these methods can
1790 help avoid or reduce human-bear conflicts.

1791 There is an overlap between the Conflict Management and Education and
1792 Outreach Objectives, because both center on human-bear interactions. The main
1793 difference is the Education and Outreach Objective approaches conflicts through
1794 education and responsible human behavior to avoid human-bear conflicts while the
1795 Conflict Management Objective focuses more on direct actions responding to bear
1796 behavior and human-bear conflicts. FWC acknowledges several actions within each
1797 objective contain aspects that will help achieve the other objective.

1798 FWC staff decided a reasonable approach to measure success in conflict
1799 management would be to examine bear-related calls to FWC. **Core complaints**, a
1800 subset of calls, were used instead of all calls because some calls are informative
1801 (e.g., sick/injured bear), some are complaints, and some can be either depending on

1802 **Table 9. Number of core complaints for each Bear Management Unit,**
1803 **2008-2010.**

Bear Management Unit	Subpopulation Name	Number of Core Complaints			
		Year			Mean
		2008	2009	2010	
West Panhandle	Eglin	286	543	597	475
East Panhandle	Apalachicola	223	383	511	372
Big Bend	Chassahowitzka	14	18	12	15
North	Osceola	7	12	6	8
Central	Ocala/St. Johns	925	879	1239	1014
South Central	Glades/Highlands	3	15	13	10
South	Big Cypress	32	81	47	53
Statewide		1,490	1,931	2,425	1,949

1804
1805 the caller (e.g., a bear in the area; Figure 6). Core complaints included the following
1806 call types: In Building, In Crops, In Feed, In Feeder, In Garbage, Property Damage,
1807 Apiary, Threatened/Attacked/Killed Animal, and Threatened Human. Core
1808 complaint levels closely follow the same annual trends as overall levels (Figure 7).
1809 Current levels of core complaints strain both FWC's resources as well as community
1810 tolerance, and increases in complaints may lead to decreased ability to respond by
1811 FWC and a devaluation of bears by citizens, which would negatively impact bear
1812 conservation efforts.

1813 The number of bear-related reports to FWC has been increasing over the past
1814 20 years (Figure 7). Statewide, core complaints have increased 106% from 2006 to
1815 2010 (Figure 7). If this level of conflict continues in high complaint areas, there is
1816 concern it could create broad public antagonism towards bears, increase fear of
1817 bears, and promote a perception of bears as vermin. Education, waste
1818 management, technical assistance, trapping, relocation, and euthanasia will all
1819 have to be used to help mitigate complaints.

1820 Increasing human-bear conflicts are a concern in Florida as both human and
1821 bear populations increase, occupied bear range expands, and human development
1822 continues to reduce and encroach upon bear habitat. “Urban bears” are becoming
1823 more prevalent in many areas of Florida as the edge of occupied bear range moves
1824 from rural areas into suburban or even urban locations. Managing black bears in
1825 residential areas is especially complex; bears in close proximity to humans create a
1826 range of issues from perceived threats (e.g., seeing a bear on the edge of the forest)
1827 to relatively serious issues (e.g., a bear in a city center disrupting traffic).
1828 Capturing and relocating bears usually is not effective because there are few remote
1829 places in Florida where relocated bears will not come into contact with humans. It
1830 has become increasingly important to provide government officials and other
1831 decision makers with practical and effective management approaches to reduce
1832 human-bear conflicts.

1833 Eliminating food sources that attract bears is the first and most important
1834 action to resolve problems. When bears forage on garbage, pet food, and other
1835 attractants, they learn to ignore the close proximity of humans (i.e., become
1836 **habituated**) and to seek human-sources of food (i.e., **food conditioned**); such
1837 bears may become a threat to human safety. The current FWC Nuisance Black
1838 Bear Policy relies heavily on complainant’s personal responsibility for eliminating
1839 attractants and thereby reducing or eliminating bear problems.

1840 The public needs to have reasonable access to a wide variety of tools to secure
1841 their garbage and other attractants. Currently, FWC offers several options to

1842 secure attractants; however, commercially manufactured bear-resistant residential
1843 trashcans have not been widely available to Floridians. There are only two counties
1844 (Franklin and Wakulla) that offer over 100 bear-resistant trashcans to their
1845 residents. In 2010, those two counties were among 10 Florida counties responsible
1846 for 88% of all core complaints FWC received statewide (each county received over 80
1847 core complaints; Appendix I). FWC will continue to assist citizens and local
1848 governments in identifying waste management companies that can provide bear-
1849 resistant dumpsters and residential trashcans and encourage local governments to
1850 acquire those services for their residents.

1851 Many problems are resolved by individual citizens taking personal
1852 responsibility and securing their attractants; however, relying solely on voluntary
1853 actions has not been sufficient because it requires continued vigilance and nearly
1854 100% compliance across entire neighborhoods to succeed in preventing bears from
1855 lingering in neighborhoods. FWC has been working with municipalities and
1856 developers to address this issue by incorporating language that would require
1857 people to secure garbage and other attractants in their charters, homeowner
1858 association covenants, and development orders (Appendix VI). Ultimately, FWC
1859 will need to work with local governments and law enforcement agencies to draft
1860 ordinances and statutes in areas with chronic human-bear conflicts.

1861 Residents and visitors are also encouraged to try and scare bears out of their
1862 neighborhoods. FWC advises people to get in a secure location (e.g., on porch, in
1863 car), make sure the bear has a clear escape route, and then scare the bear away by
1864 yelling, honking horns, banging pots and pans, and threatening in other ways that
1865 do not involve physical contact with the bear. People can also scare bears remotely
1866 by using motion sensitive alarms and water sprinklers. Bears that approach those
1867 devices are scared away by loud noises, lights or a spray of water. Many bears can
1868 be scared away using methods FWC advocates for use by the public. Unfortunately,
1869 large dominant males and bears that have become dependent on human food can
1870 be more difficult to scare away. Enhanced methods for scaring bears that can

1871 include the use of slingshots, paintball guns, pyrotechnics, and non-lethal shotgun
1872 rounds are currently reserved for FWC staff and partnering law enforcement,
1873 military, and natural resource agencies who go through a training course and apply
1874 for a permit from FWC.

1875 Management actions will be required to reduce human-bear conflicts,
1876 particularly in and around urban settings. Bears frequenting urban areas are more
1877 likely to become habituated and pose more of a public safety risk due to the volume
1878 of encounters with humans compared to bears in rural areas. A multi-tiered
1879 response to human-bear conflicts could be employed, with the level of response
1880 partially dependent upon where conflicts would be most likely to occur. While
1881 residents living in rural areas within primary bear range will need the knowledge
1882 and willingness to take the necessary steps to coexist with bears, a lower
1883 expectation might be appropriate for urban residents.

1884 Depredation of livestock has become an increasing concern, with documented
1885 bear attacks on animals such as hogs, goats and chickens. The plan calls for an
1886 evaluation of the potential use of black bear depredation permits to address bears
1887 that repeatedly kill livestock. This permit could also be evaluated for use in other
1888 human-bear conflict situations including other types of property damage or human
1889 safety issues. While used by other states and on other species, a depredation permit
1890 system for bears would have to be fully reviewed and structured to prevent misuse
1891 and undue harm to the local subpopulation. FWC would continue to emphasize
1892 preventive measures and personal responsibility for securing attractants and likely
1893 issue permits only after all other viable deterrent methods had been exhausted.

1894 FWC field response to human-bear conflicts (i.e., site visits with residents,
1895 trapping efforts, and retrieving vehicle-killed bears) is currently conducted by either
1896 FWC biologists or private contractors with FWC's Bear Response Program (BRP).
1897 Human-bear conflict response is only one of the many job duties of FWC biologists.
1898 As the need for bear response continues to increase, FWC has relied heavily on the
1899 BRP to prevent bear responsibilities from overly interfering with other FWC staff

1900 duties and keeping response times appropriate. Quick response to human-bear
1901 conflicts is considered an important element for successful coexistence with bears by
1902 many stakeholders in Florida (McDonald 1998). The plan proposes to continue to
1903 adapt and transition field response responsibilities from general FWC staff to Bear
1904 Management Program personnel and contractors. FWC could expand the duties of
1905 BRP to allow contractors to handle more of the workload in the field, potentially
1906 decreasing response time and increasing the efficiency of complaint resolution. An
1907 additional option is to increase Bear Management Program staffing to a level where
1908 they could take on the role of coordinating human-bear conflict response and other
1909 bear management duties (see Chapter 6: Resources for Implementation). As this
1910 transition continues, it will be important to revise the current FWC Nuisance Black
1911 Bear Policy to provide a more comprehensive set of guidelines that will increase the
1912 effectiveness and standardization of FWC's response to human-bear conflicts. FWC
1913 personnel charged with implementing bear policies currently attend a bear
1914 workshop training to encourage information exchange and ensure more uniform
1915 understanding and execution. Revised policies should provide guidance to staff on
1916 standard responses to typical situations while leaving some level of flexibility with
1917 field staff. Further knowledge and experience can be gained by coordinating and
1918 sharing information among other local, state, and federal agencies experiencing
1919 similar human-bear conflicts.

1920 **Research and Monitoring for Human-Bear Conflicts**

1921 Research is needed to address the Conflict Management Objective and includes
1922 improving techniques to alter bear and human behaviors and monitoring
1923 characteristics affecting human-bear conflicts (Table 10). FWC needs to examine
1924 the effectiveness of specific hazing or aversive conditioning techniques. Outreach
1925 efforts, ordinances, and policies should be reviewed to determine which approach or
1926 combination of approaches results in the most citizen participation in reducing
1927 attractants. Monitoring local abundance of natural foods would help managers
1928 understand and anticipate fluctuations in the numbers and intensity of human-bear

1929 conflicts and tailor agency responses accordingly. Determining which natural foods
1930 and food availability cycles (i.e., bumper crop and mast failure) most affect human-
1931 bear conflicts and how best to monitor the abundance of these foods will be
1932 important. Research is also needed to determine the most effective habitat
1933 management techniques to reduce or exclude bears from areas where the severity
1934 and frequency of human-bear conflicts exceed Conflict Management Objectives.

1935

1936

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Table 10. Strategies and actions involving the Conflict Management Objective, with estimates of resources available to implement the action, and associated timeframes for implementation.

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Strategy 3.1: Mitigate human-bear conflicts.												
3.1.1	Work with local governments to pass ordinances that reduce human-bear conflicts, habituation and food conditioning of bears to humans.	Existing	0	0	0	0	0	0	0	0	0	0
3.1.2	Review the prohibition on feeding bears rule (F.A.C. 68A-4001[3]) to determine if changes could make the rule more effective.	Existing	1	1	1	1	1	1	1	1	2	2
3.1.3	Coordinate with local, state, and federal agencies experiencing similar human-bear conflicts to exchange knowledge and resources.	Existing	2	3	4	5	6	7	8	9	0	1
3.1.4	Explore the capabilities of the Bear Response Program to handle more responsibilities, increase efficiency, and reduce FWC staff time.	Other										
3.1.5	Continue use of euthanasia in human-bear conflict situations according to FWC policy.	Existing										

Action	Description of Action	Resources	Year																		
		Can be done with Existing resources OR requires Other resources	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020									
3.1.6	Assess the effectiveness of different methods for securing attractants and deterring bears and promote the most effective techniques.	Other																			
3.1.7	Encourage businesses experiencing human-bear conflicts to secure their waste and other attractants.	Existing																			
3.1.8	Develop and implement land-management techniques to deter bear presence in areas prone to human-bear conflicts.	Other																			
3.1.9	Identify areas of high human-bear conflict, rank areas in order of conflict levels, and use ranked areas to help guide management actions.	Existing																			
3.1.10	Evaluate and recommend effective, safe and humane bear hazing techniques that can be used by the public to reduce the likelihood of bears becoming acclimated to people and causing a conflict or safety threat.	Other																			

Action	Description of Action	Resources	Year																		
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021									
3.1.11	Provide training, materials, and a permit system to partner agency staff, the Bear Response Program contractors, and FWC staff to better understand bear behavior, and to use hazing or other methods to discourage bears from interacting with people.	Existing																			
3.1.12	Develop bear-response zones in areas heavily populated by people where levels of human-bear conflicts are high and bear habitat availability is low. Implement a multi-tiered response to handling human-bear conflicts dependent on the location of the complaint.	Existing																			
3.1.13	Explore options regarding use of depredation permits to address human-bear conflicts.	Existing																			
3.1.14	Continue to seek grants and partner with not-for-profit organizations, local governments, and waste service providers to increase availability of bear resistant cans and technical assistance.	Existing																			
3.1.15	Update FWC Nuisance Bear Policy and guidance documents to create a comprehensive approach to managing human-bear conflicts.	Existing																			

Action	Description of Action	Resources	Year										
		Can be done with Existing resources OR requires Other resources	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
3.1.16	Revise the Bear Incident Response Plan to include descriptions of bear behaviors and the estimated risk levels to human safety that may be associated with each behavior.	Existing	→										
3.1.17	Develop practical solutions for public recreation areas in primary bear range that are experiencing human-bear conflicts.	Existing	→	→	→	→	→	→	→	→	→	→	→
3.1.18	Work with Black Bear Assistance Groups in each BMU to solicit local stakeholder input and cooperation in reducing human-bear conflicts.	Other	→	→	→	→	→	→	→	→	→	→	→

1938

1939 **Objective 4: Education and Outreach**

1940 **Increase public understanding of bears, support for bear conservation,**
1941 **and a willingness to coexist with bears by:**

- 1942 • **Engaging, educating and informing residents, visitors and**
1943 **businesses through ongoing education, information and outreach**
1944 **programs;**
- 1945 • **Maintaining existing, and developing new partnerships with federal,**
1946 **state, county and local governments, non-governmental**
1947 **organizations and other stakeholders to meet the objectives of this**
1948 **plan;**
- 1949 • **Assisting communities in areas of high bear activity to become Bear**
1950 **Smart Communities; and**
- 1951 • **Achieving compliance from at least 75% of the people who receive**
1952 **FWC advice on human-bear conflict resolution.**

1953
1954 It is vital that the people of the state of Florida, including residents, visitors,
1955 stakeholders and governmental entities, understand, support, and, where
1956 applicable, integrate components of this plan into their daily lives, programs and
1957 management practices. The Education and Outreach Objective develops and
1958 delivers the tools and messages necessary to accomplish this challenging task. The
1959 objective integrates the communication components necessary to support bear
1960 conservation measures addressed in the Population Conservation and Habitat
1961 Conservation Objectives, and conflict resolution in the Conflict Management
1962 Objective. Achieving all of those objectives requires a strong, unified, and effective
1963 education and outreach effort. Success on the Education and Outreach Objective
1964 will be measured in part by monitoring the amount of people who follow FWC's
1965 advice on human-bear conflict resolution. FWC receives thousands of bear-related
1966 calls each year (Figure 7). The Bear Management Program surveys a sample of
1967 callers to find out how FWC's advice is received and the results of that advice.
1968 Currently, more than 75% of callers surveyed follow FWC advice, and of those

1969 callers, 70% report that their bear conflicts were resolved (FWC, unpublished data,
1970 2011). Therefore, FWC will strive to maintain or increase the current level of
1971 compliance among callers to FWC.

1972 **Support for Black Bear Population and Habitat Conservation**

1973 Over the last decade, there has been an increase in public awareness that
1974 black bears exist in Florida, from 67% in 1993 (Duda and Young 1993) to 93% in
1975 2008 (Miller et al. 2008). While those surveys differed in methods and
1976 demographics, it is practical to assume that there has been a notable increase in
1977 awareness of bears in Florida. Strong, effective education programs foster support
1978 for black bear conservation. FWC has found that Floridians in general value black
1979 bears and want to conserve them (McDonald 1998, Miller et al. 2008; Table 11).
1980 Maintaining this broad-based support of conservation will be crucial to any bear
1981 population or habitat management efforts to be successful.

1982 Fortunately, most Floridians agree wildlife education is important (91%) and
1983 find learning about wildlife enjoyable (89%; Miller et al. 2008). FWC will build on
1984 those values by continuing to design outreach efforts that address the differing
1985 beliefs and needs of rural, suburban and urban communities regarding bears and
1986 bear conservation. While there is clearly support in Florida for bear conservation
1987 (McDonald 1998, Miller et al. 2008), it cannot be assumed that target audiences will
1988 always understand, value, or instantly accept FWC's message or advice.
1989 Education and outreach must be continuous, sustained and systemic to achieve
1990 desired outcomes.

1991 Proposed projects in this plan target many age levels, backgrounds and
1992 outcomes. Research indicates that children who participate in conservation
1993 education programs before the age of 12 are more likely to become environmentally
1994 responsible adults (Kellert and Westervelt 1983, Jaus 1984, Iozzi 1989). It is
1995 important that education and outreach efforts include youth as well as the current
1996 adult population.

1997

1998
1999
2000

Table 11. Percentage of Floridians who had some level of agreement (Agree or Strongly Agree) with selected statements regarding Florida black bears (from Miller et al. 2008).

Agree	Selected Statement
93%	Florida black bears should be protected so future generations will see them.
92%	It is important to know black bears exist in Florida, even if I never see one.
86%	Black bears are an important part of our ecosystem.
84%	I think seeing a black bear increases my appreciation of nature.
84%	Black bears are part of our heritage in Florida.
74%	I enjoy seeing black bears in Florida.
64%	People should learn to live with black bears near their homes.

2001
2002

2003 Decades of research have clearly shown that in order to promote ecological
2004 literacy and conservation-oriented behavior, educational programs should focus on
2005 five major outcomes: awareness, knowledge, attitudes, problem solving and decision
2006 making skills, and opportunities for individual and group action (UNESCO 1997,
2007 NAAEE 1998). In addition, short-term awareness level messages do not always
2008 result in long-term sustained changes in environmental behavior. While awareness
2009 level messages can promote simple changes in behavior, significant lifestyle
2010 changes only occur when individuals are exposed to programs specifically designed
2011 to result in additional outcomes such as knowledge and attitudes (NEETF 2001).
2012 This plan attempts to address all five outcomes.

2013 Education and outreach efforts designed to promote a basic understanding of
2014 the biology and ecological role of bears as well as appropriate actions are powerful
2015 tools for bear conservation. These actions are based on receptive, willing learners
2016 and voluntary participation. However, support for bear conservation is a
2017 combination of sound management, education, and at times, regulation with
2018 enforcement that gives the greatest chance of success (Peine 2001). If the plan is to
2019 be effective, all available management tools must be used.

2020 Human-Bear Conflict

2021 Managing black bears becomes increasingly challenging as both human and
2022 bear populations increase, and human development expands and encroaches on
2023 bear habitat. Bears and humans share much of the same space in Florida and the
2024 two must be able to live with minimal conflict. Unfortunately, resolving conflicts is
2025 much more complicated than simply managing the bears and their habitat.

2026 Managing human impact involves understanding target audiences, fostering
2027 positive attitudes, and building knowledge and skills that ideally result in practices
2028 that will minimize conflict.

2029 It is vital that people understand how their behavior can significantly influence
2030 bear behavior, and what can be done to minimize conflict. One objective of outreach
2031 and education outlined in this plan is to reduce the negative interactions between
2032 humans and bears. In order to be successful, the actions associated with this
2033 objective prescribe continuously and effectively engaging specific stakeholder
2034 groups, particularly those that are affected by black bears.

2035 Education and outreach actions focus on: 1) attaining public support and
2036 acceptance of bear densities and distributions needed to achieve conservation
2037 objectives, 2) minimizing human-bear conflicts, 3) working with citizen groups to
2038 develop locally relevant education and outreach methods, 4) building partnerships,
2039 and 5) educating youth. Assessing these actions is essential to improving and
2040 refining future education and outreach efforts. Where feasible, an assessment tool
2041 will be developed and implemented.

2042 The ultimate goal of FWC's education and outreach efforts is a bear-literate,
2043 supportive citizenry that voluntarily participates in practices that benefit both
2044 people and bears. Different outreach strategies and actions are necessary for
2045 different groups, therefore the education and outreach efforts have been separated
2046 into four major audiences: 1) Communities, 2) Private Landowners, 3)
2047 Governmental, Nongovernmental and Business Organizations, and 4) FWC Staff.

2048 **Communities**

2049 One of the most effective ways to reduce human-bear conflicts is to engage
2050 citizens in community-wide efforts like the **Bear Smart Community (BSC)**
2051 program. The mission of this program is to influence and guide communities to
2052 accept personal and communal responsibility for reducing human-bear conflicts. A
2053 BSC is a specific and defined geographical area where the residents, local
2054 government, businesses, and schools engage in behaviors that will resolve their
2055 human-bear conflicts.

2056 Becoming a BSC is a rigorous process and takes substantial time and effort.
2057 BSCs include an educational component, provisions for bear-resistant solid waste
2058 handling and containers, appropriate governance (e.g., ordinances, covenants,
2059 bylaws; see sample in Appendix VI), and assessment measures to determine success
2060 (Davis et al. 2002). A detailed explanation of the BSC program, case studies, and
2061 strategies on how to engage communities can be found in Appendix VII.

2062 U.S. Air Force Hurlburt Field in Okaloosa County, FL incorporated many
2063 aspects of a Bear Smart Community, resulting in a dramatic reduction in their
2064 human-bear conflicts. Hurlburt Field replaced all of their trashcans and dumpsters
2065 with bear-resistant models and instructed all base personnel in their proper use.
2066 FWC conducted multiple bear response trainings with military security personnel
2067 to assist them with understanding bear behavior and how to respond appropriately
2068 to human-bear conflicts. Hurlburt Field's Natural Resources personnel had an
2069 active education program where they engaged multiple times a year with everyone
2070 who lived or worked on base about how to live in bear country. Hurlburt Field's
2071 combined efforts resulted in a 70% reduction in human-bear conflicts from 2009 to
2072 2011.

2073 Volunteers who are trained, interested and enthusiastic are an invaluable
2074 resource in education and outreach efforts. Establishing an FWC-supported
2075 volunteer program where trained, local residents act as volunteer liaisons between
2076 FWC and their neighbors could assist in reducing human-bear conflict and the
2077 resulting bear complaints. Volunteer liaisons could provide information to fellow

2078 residents about seasonal increases or decreases in bear activity, make literature
2079 available to new residents regarding preventable bear problems, and be a point of
2080 contact to suggest common strategies for problem resolutions. This community-
2081 based approach can be successful because it promotes ownership, and residents may
2082 be more likely to follow advice from a neighbor than from a government official.

2083 FWC has an effective educational tool to reach elementary school students.
2084 Originally published in 1999, the *Florida Black Bear Curriculum Guide* (Guide) has
2085 recently been updated with 2010 data and two additional lessons that focus on
2086 avoiding human-bear conflicts. In addition, each lesson in the Guide now refers
2087 teachers to specific video segments of the recently produced DVD “Living with
2088 Florida Black Bears.” The updated Guide was tested in the classroom, and is
2089 anticipated to be released for teachers in 2012. FWC will market the updated
2090 Guide to educators and their third to eighth grade students within the areas of high
2091 human-bear interaction. Educators will receive the Guide and supporting materials
2092 including the “Bears and You” activity book and “Living with Florida Black Bears”
2093 DVD. **Project WILD** and other staff will hold workshops for interested teachers so
2094 they can experience implementing the Guide activities before bringing them into
2095 the classroom.

2096 **Private Landowners**

2097 Private landowners are essential to bear conservation by providing habitat for
2098 bears while meeting their own land use objectives. Numerous government and
2099 private conservation programs offer landowners assistance to enhance wildlife
2100 habitat. However, the many programs, different easement types, cost-share plans,
2101 and lengthy decision-making processes may dissuade landowner involvement.
2102 Interested landowners may be unfamiliar with programs and selecting the most
2103 appropriate program for their needs could be overwhelming. Interested stakeholder
2104 groups can partner with FWC’s LAP to provide landowners with a summary of the
2105 different assistance programs offered by State and Federal agencies as well as
2106 private organizations. LAP can help private landowners navigate through the

2107 numerous programs that award preference to parcels if they either have or
2108 potentially could have certain types of wildlife habitat. This process could help
2109 elevate parcels that contain bear habitat above those without bear habitat. This
2110 summary should identify programs that best suit landowners' needs and
2111 qualifications, assist in finalizing conservation agreements, and act as a liaison
2112 between the landowner and LAP.

2113 Habitat management practices for bears are often similar to those practices that
2114 benefit deer, turkey, and other forest species. One difference, however, is bears do
2115 not need large areas of open habitat. Bears require extremely dense habitat at
2116 ground level for dens and diverse types and ages of habitats for foraging. Specific
2117 practices can be recommended to those who want to manage habitat for bears.
2118 Habitat management practices specific to bear denning or foraging habitat can be
2119 added to LAP, and those could then be added to the land-use planning and habitat
2120 management plans created for landowners participating in incentive programs.
2121 FWC will use a **GIS** (Geographic Information Systems) computer model to
2122 numerically rank properties, which includes land cover imagery, current listed
2123 species habitats, wildlife occurrence data, and potential listed species habitat
2124 models. Because bears are an umbrella species, FWC could recommend that lands
2125 supporting bears should receive a higher score and be distinguished from other
2126 species when ranking a property. The U. S. Department of Agriculture's Natural
2127 Resources Conservation Service provides several incentive programs to restore or
2128 improve wildlife habitat, including the Wildlife Habitat Incentives Program
2129 (WHIP), Wetland Reserve Program (WRP), Environmental Quality Incentives
2130 Program (EQIP), Healthy Forests Reserve Program (HFRP), and Conservation
2131 Reserve Program (CRP). The U.S. Department of Agriculture's Farm Service
2132 Agency offers the Debt for Nature Program (DNP), which allows forgiveness of farm
2133 debt in exchange for putting lands into conservation. In addition, U.S. Fish and
2134 Wildlife Service offers the Partners for Fish and Wildlife Program (Partners) and
2135 the Internal Revenue Service offers a Federal Reforestation Tax Credit and
2136 Amortization program. At the state level, the Florida Forest Service offers the

2137 Forest Stewardship Program (FSP), which helps private landowners create a
2138 management plan for their forests by drawing on a team of natural resource
2139 professionals. FWC offers the Landowner Incentive Program (LIP), which
2140 distributes funds to private landowners whose properties have the greatest
2141 potential benefits for rare species. In addition to government programs, some
2142 private conservation organizations work with landowners to develop conservation
2143 easements or other financial or technical assistance to restore or enhance wildlife
2144 habitat on their property. **Carbon banking** could create important economic
2145 opportunities for private landowners as well as opportunities to create and restore
2146 black bear habitat.

2147 Another option for Florida landowners is the property tax break that became
2148 available after January 2010 (HB 7157 2009) for privately-owned conservation
2149 lands. The amendment provides property tax relief to landowners managing for
2150 conservation in certain situations. Landowners with a permanent conservation
2151 easement and meeting other requirements (e.g. not gaining income from
2152 conservation activities) could have reduced, or be exempt from, property taxes.
2153 Also, those landowners choosing to manage for conservation through pre-approved
2154 activities could receive a conservation assessment from their property appraiser,
2155 thus being eligible for a partial tax exemption.

2156 **Governmental, Nongovernmental, and Business Organizations**

2157 While FWC is the State agency constitutionally responsible for managing and
2158 protecting fish and wildlife resources, they must engage both public and private
2159 partners in order to be successful. Local and State government agencies play
2160 pivotal roles in land-use planning, acquisitions and easements, waste management
2161 and conflict resolution. Private businesses need to be part of any discussion of
2162 large-scale conservation efforts, and organizations such as non-profit groups have
2163 the ability to gauge their supporters' opinions on different management options and
2164 elicit their support for action.

2165 It will be important to engage local interest in bear management and solicit
2166 stakeholder input on FWC actions in BMUs. FWC proposes to create a **Black Bear**
2167 **Assistance Group (BBAG)** in each BMU that would be composed of
2168 representatives from local stakeholder groups. Each BBAG will consist of a variety
2169 of stakeholders which could include representatives from local, State, and/or
2170 Federal government agencies, non-governmental organizations, and concerned
2171 citizens. Since the issues within each BMU vary due to differences in bear
2172 abundance, human populations, available habitat and social attitudes, the
2173 composition of each BBAG will likely vary by BMU.

2174 BBAGs would facilitate community input and involvement in bear management
2175 decisions, resulting in more acceptance, compliance, and support of bear
2176 management activities. BBAGs could engage the community in local bear
2177 management and conservation efforts through regularly-scheduled meetings,
2178 coordinating presentations on black bear behavior and conflict avoidance, and
2179 introducing the *Florida Black Bear Curriculum Guide* to local schools. BBAGs
2180 would possess a wealth of local knowledge and, along with other public input, could
2181 assist FWC's efforts to monitor occupied bear range in the state. BBAGs could also
2182 assist FWC in improving and retaining habitat at the local level by promoting
2183 conservation agreements, easements, and other options for interested private
2184 landowners. Through the BBAGs, local communities would provide their input into
2185 FWC's decision-making process regarding land management, education and
2186 outreach, best waste management practices, and human tolerance to bears (i.e.,
2187 social carrying capacity), but the final decisions would rest with FWC.

2188 In areas of growing human and/or bear populations, local and county law
2189 enforcement, parks and environmental staff, and animal control providers are
2190 increasingly involved in human-bear conflicts. In order to respond effectively to
2191 those situations, it is imperative that local government staff are aware of pertinent
2192 FWC regulations, bear management policies, and FWC resources available to them.
2193 To address this need, FWC's Bear Management Program offers Bear Response
2194 Training to local government partners. From 2007 to 2010, FWC held 20 trainings

2195 around the state for 171 individuals from local government agencies. This
2196 successful program will be updated and expanded to create a new resource manual
2197 and training DVD for government agencies, and make these resources available in
2198 an online version for portions of the program.

2199 **FWC Staff**

2200 FWC's Community Relations Office (CRO) is the agency's communications
2201 branch and is instrumental in developing protocols and standards for consistent
2202 messaging, delivering those messages, and providing products and services for the
2203 agency's divisions in support of their programs. In order to ensure quality and
2204 consistency, this plan calls for actions requiring education and outreach products,
2205 including DVD, photographic, and electronic and print literature, to be coordinated
2206 through the CRO. Coordination and collaboration with CRO will be employed
2207 whenever possible to draw on their expertise to enhance outreach efforts.

2208 FWC staff from many different disciplines within the agency is often involved
2209 with bear issues. It is essential that staff responsible for communicating
2210 information about bears or performing bear management duties understand and
2211 speak uniformly about statewide bear management policies, protocols, and
2212 procedures. To facilitate internal communication, information updates and training
2213 will continue to be provided to a wide range of employees including, but not limited
2214 to, customer service personnel, public information coordinators, law enforcement
2215 officers, biologists, managers and others where appropriate.

2216 From 2007 to 2010, the Bear Management Program trained 356 FWC
2217 employees, including law enforcement, biological and public information employees,
2218 through 23 Bear Response Trainings. A modified version of the training is now
2219 offered to all FWC Division of Law Enforcement cadets as part of their regular
2220 courses at the Florida Public Safety Academy. FWC Bear Management and
2221 Research Program biologists developed the *Bear Management Handbook*
2222 (Handbook) to capture the wealth of institutional knowledge and experiences
2223 regarding bear management practices in Florida. The Handbook will help the

2224 agency be more effective and consistent in implementing bear management
2225 activities and messaging by serving as a living reference guide for biologists who
2226 perform bear management activities. The Handbook is designed to be revised as
2227 new ideas and issues arise. Updates to the Handbook are facilitated through
2228 annual workshops that bring together FWC staff directly involved in bear
2229 management across the state. Once the majority of FWC staff involved in bear
2230 management activities have participated in workshops (expected in 2012), the
2231 Handbook will be distributed to the regions for use as a reference manual for new
2232 regional staff.

2233 **Research and Monitoring for Education and Outreach**

2234 It is important to measure people's behavioral changes in response to education
2235 and outreach efforts. FWC will attempt to monitor the effects of their education
2236 and outreach efforts on people's behavior (Table 12). FWC is interested in how both
2237 traditional and more recent approaches to reaching people about bears. For
2238 example, FWC has recently engaged in social media with its own YouTube channel.
2239 FWC's YouTube channel currently features nine bear-related video clips that have
2240 generated over 36,000 views as of December 31, 2011. FWC would like to know
2241 what effect those videos have on people's behavior in bear country.

2242 The Bear Management Program surveys a sample of people who call FWC about
2243 bears to find out how FWC's advice is received and the results of that advice. FWC
2244 will continue surveying callers, and will adapt outreach approaches based on
2245 information gained from the surveys. For example, survey respondents indicated
2246 they were wary of using electric fencing, one of the most effective deterrents for
2247 bears. In response, the Bear Management Program developed a video segment
2248 "How to Use Electric Fencing to Secure Your Outdoor Attractants" in order to walk
2249 people through the process and put them more at ease. The video was posted on
2250 FWC's YouTube website and has received over 10,000 views from October 20, 2010
2251 to December 31, 2011. The survey results can be used to examine whether FWC's
2252 recent efforts have resulted in increased use of electric fencing among the public.

2253 Additional research will focus on identifying specific factors that influence
2254 behavior and public perceptions and attitudes towards bears and bear conservation.
2255 FWC and its partners can tailor programs and messages to address specific
2256 informational gaps and build support for bear conservation and management.
2257 Although it is expected that this will be an ongoing effort, it will focus each year on
2258 specific communities with acute human-bear conflicts. Repeating those surveys
2259 following management actions will allow FWC and its partners to monitor changes
2260 in public awareness of bears and bear issues. The surveys also will help FWC
2261 assess existing programs and focus efforts on areas of greatest need.
2262

2263
2264

Table 12. Strategies and actions involving the Education and Outreach Objective with estimates of resources available to implement the action, and associated timeframes for implementation.

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Strategy 4.1: Education and Outreach for Citizens												
4.1.1	Attend and/or organize local stakeholder group meetings to assess opportunities for change in local behaviors, policies, rules and ordinances that could support bear management goals.	Existing										
4.1.2	Maintain and regularly update the FWC's black bear website and social media outlets.	Existing										
4.1.3	Identify key communication message(s) and target audiences. Develop and implement an educational campaign using a variety of electronic and print media outlets to prepare residents and visitors for likely encounters with bears.	Existing										

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
4.1.4	Continue as an active partner in the Florida Black Bear Festival in Umatilla and the Forgotten Coast Black Bear Festival in Carrabelle, and look for additional opportunities to establish new bear festivals in other locations. Explore methods to evaluate festival impact on education and outreach objectives.	Existing	—————→									
4.1.5	Seek out and participate in existing festivals and other outreach events	Existing	—————→									
4.1.6	Continue to work with FWC Community Relation Office to develop and implement informational news releases as appropriate to promote bear conservation and conflict management activities.	Existing	—————→									
4.1.7	Work with Black Bear Assistance Groups to identify site-specific outreach needs and the most effective methods to address them.	Other	————→				————→					————→
4.1.8	Implement Bear Smart Communities program in high human-bear conflict areas.	Other										————→

Action	Description of Action	Resources	Year									
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
4.1.9	Develop and implement community-based Bear Smart education and outreach materials and activities that target residents, landowners and businesses with information and resources that result in an increased use of Bear Smart practices.	Other	—————→									
4.1.10	Create an action checklist for Bear Smart activities that can be used by existing communities to attain Bear Smart status.	Existing	————→									
4.1.11	Provide template language for Bear Smart practices that municipalities and residential developers can incorporate into local charters, statutes, or ordinances.	Existing	————→									
4.1.12	Create and implement a branded Bear Smart educational campaign to support Bear Smart Communities.	Other	————→									
4.1.13	Explore partnership with the University of Florida’s Institute of Food and Agricultural Sciences county extension agents to provide assistance in developing and delivering educational materials and programs.	Existing	————→									

Action	Description of Action	Resources	Year												
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021			
4.1.14	Coordinate with FWC's Wildlife Friendly Designation initiative. Include a requirement to become a Bear Smart Community when developments are located in bear range.	Existing	→												
4.1.15	Expand use of the <i>Florida Black Bear Curriculum Guide</i> and continue to train educators in target areas to incorporate it into their lesson planning.	Existing	→	→	→	→	→	→	→	→	→	→	→	→	→
4.1.16	Work with interested schools in areas of high human-bear conflict to implement a bear education family science night.	Existing	→	→	→	→	→	→	→	→	→	→	→	→	→
4.1.17	Provide bear-oriented materials for students, parents, and teachers to build knowledge, use of Bear Smart practices and increase appreciation for bears.	Existing	→	→	→	→	→	→	→	→	→	→	→	→	→

Action	Description of Action	Resources	Year																	
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021								
4.1.18	Coordinate with FWC's Landowner Assistance Program biologists to educate private landowners about bears, habitat management techniques, voluntary best management practices for bears, incentive programs, easements, and fee simple acquisition to enhance long-term conservation of quality bear habitat on their lands. (see Action 2.2.3)	Existing																		
4.1.19	Advertise the penalties for feeding bears and promote the Wildlife Alert Hotline phone number and reward program.	Other																		
4.1.20	Actively engage with external partners located in areas of high bear activity to identify and resolve issues that prevent implementation of initiatives to reduce human-bear conflict.	Existing																		
4.1.21	Continue existing bear internship program to conduct outreach activities and other bear management projects.	Existing																		

Action	Description of Action	Resources	Year																	
		Can be done with Existing resources OR requires Other resources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021								
4.1.22	Continue to survey individuals and agencies/organizations who call FWC with human-bear conflict complaints to measure satisfaction with technical advice and assess compliance with FWC's technical assistance.	Existing																		
Strategy 4.2: Education and Outreach for Governmental, Nongovernmental, and Business Organizations																				
4.2.1	Work with Black Bear Assistance Groups in each BMU to assist with bear education outreach.	Other																		
4.2.2	Develop community bear conservation programs that are supported and funded by local sources.	Other																		
4.2.3	Regularly update state and local elected officials and law enforcement leadership in bear range on bear research, management, and public education efforts in their area.	Existing																		
4.2.4	Develop and distribute an information resource packet to public information sections of appropriate local, state, and federal agencies.	Existing																		
4.2.5	Develop DVD and online version of Bear Response Training for external agencies.	Other																		

Action	Description of Action	Resources	Year										
		Can be done with Existing resources OR requires Other resources	20	21	22	23	24	25	26	27	28	29	30
Strategy 4.3: Education and Outreach for FWC Staff													
4.3.1	Provide materials, training, and messaging to FWC employees who are involved with bear management to ensure agency policies and protocols are implemented correctly and consistently statewide.	Existing	20	21	22	23	24	25	26	27	28	29	30
4.3.2	Develop DVD and online version of FWC employee bear training.	Other	20	21	22	23	24	25	26	27	28	29	30
4.3.3	Continue to update existing <i>Bear Management Handbook</i> and provide to employees as reference guide.	Existing	20	21	22	23	24	25	26	27	28	29	30
4.3.4	Regularly update agency leadership on human-bear conflict mitigation and resolution.	Existing	20	21	22	23	24	25	26	27	28	29	30
4.3.5	Develop opportunities for Bear Response Program contractors to provide outreach in addition to site visits and canvassing.	Other	25	26	27	28	29	30					
Strategy 4.4: Education and Outreach Research and Monitoring													
4.4.1	Create tools to assess the effectiveness of education and outreach actions where appropriate.	Other	20	21	22	23	24	25	26	27	28	29	30

2266 **Bear Management Unit Profiles**

2267

2268 **West Panhandle Bear Management Unit**

2269 *Florida Counties:*

2270 Escambia, Holmes, Okaloosa, Santa Rosa, and Walton (Figure 11)

2271

2272 *Subpopulation Size:*

2273 Bears in the West Panhandle BMU are part of the Eglin subpopulation, named
 2274 after the Eglin Air Force Base that represents the majority of occupied bear range
 2275 in this BMU. The subpopulation estimate is below the minimum subpopulation
 2276 objective, and therefore the management objective is to increase the current bear
 2277 subpopulation. However, Eglin Air Force Base is probably at or near its biological
 2278 carrying capacity, and therefore increases in bear numbers would likely occur in
 2279 suitable habitats in other parts of the BMU.

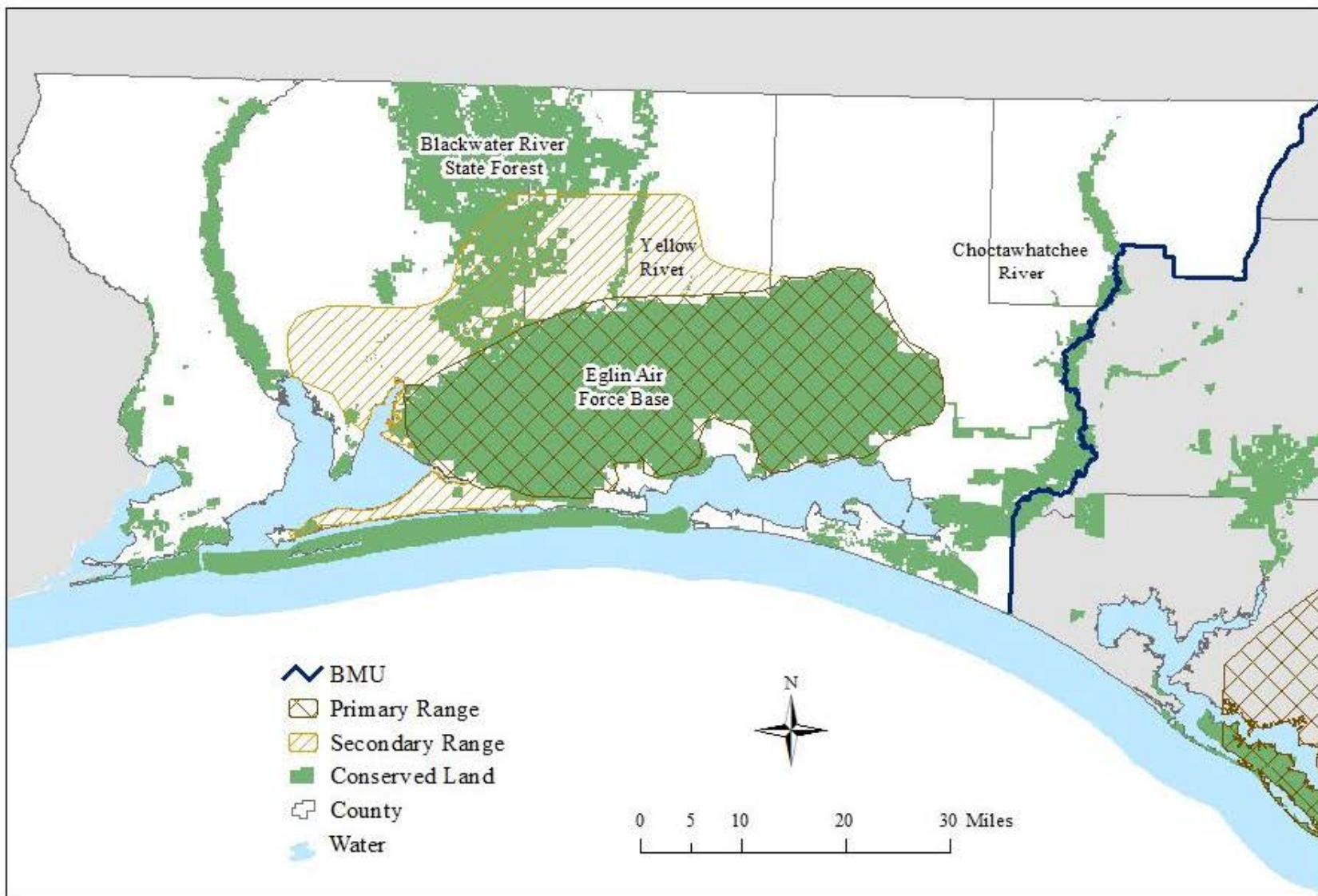
2280

2281	Minimum subpopulation objective	200 bears
2282	Estimated subpopulation in primary range	63–101 bears
2283	Potential bear habitat in Conserved Lands could support	121 bears

2284

2285 *Habitat:*

2286 Currently, potential bear habitat in conserved land is approximately 74 percent of
 2287 that needed to support the minimum subpopulation objective. Habitat conservation
 2288 efforts should seek to expand **occupied range** and create the following critical
 2289 landscape connections: along the Yellow River to Blackwater River State Forest;
 2290 with the Apalachicola population by building on existing conserved habitat toward
 2291 the Choctawhatchee River; and Alabama’s Mobile bear population through Cunecuh
 2292 NF (Figure 11). Increasing genetic interchange with the bears in Alabama would
 2293 benefit both of these small subpopulations.



2294

2295 **Figure 11. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the West Panhandle**
2296 **Bear Management Unit.**

2297	Habitat needed for 200 bears	1,198,461 acres
2298	Potential Bear Habitat	1,886,289 acres
2299	Potential Bear Habitat in Conservation Lands	723,051 acres
2300	Total area of the BMU	2,686,286 acres

2301

2302 *Human-Bear Conflicts:*

2303 Residential development expansion in recent years has contributed to a rapid
2304 increase in bear reports to FWC (Figure 12). The West Panhandle BMU had the
2305 highest percentage of reports related to bears getting into garbage (44%) of all the
2306 BMUs (Figure 13). Over 27% of statewide core complaints in 2010 came from this
2307 BMU (Appendix I, Table 15). FWC will take actions to reduce human-bear conflicts
2308 in this BMU, however, keeping complaints at the three-year average (2008–2010) of
2309 475 core bear complaints will be challenging (Figure 12).

2310

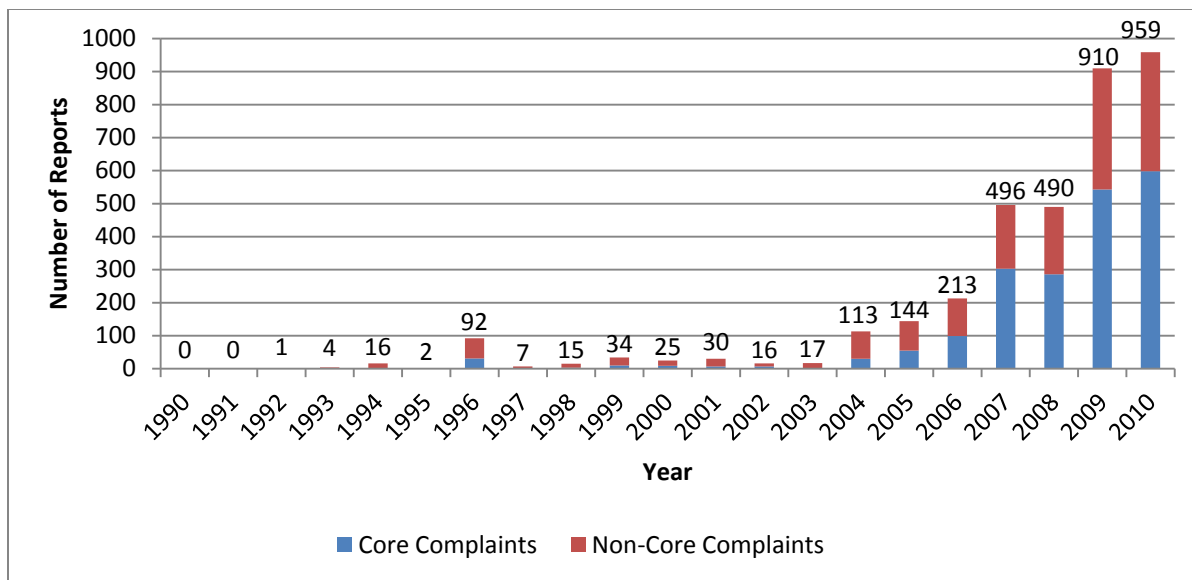
2311 *Threats:*

2312 This area is experiencing rapid human population growth and habitat conversion,
2313 making this small subpopulation of bears vulnerable to demographic variability and
2314 genetic isolation. Creating and maintaining habitat connections to encourage
2315 movements between Eglin Air Force Base and other suitable areas will be very
2316 important for the long-term survival of this bear subpopulation. Mortality
2317 associated with vehicles has been increasing in recent years (Figure 14).

2318

2319

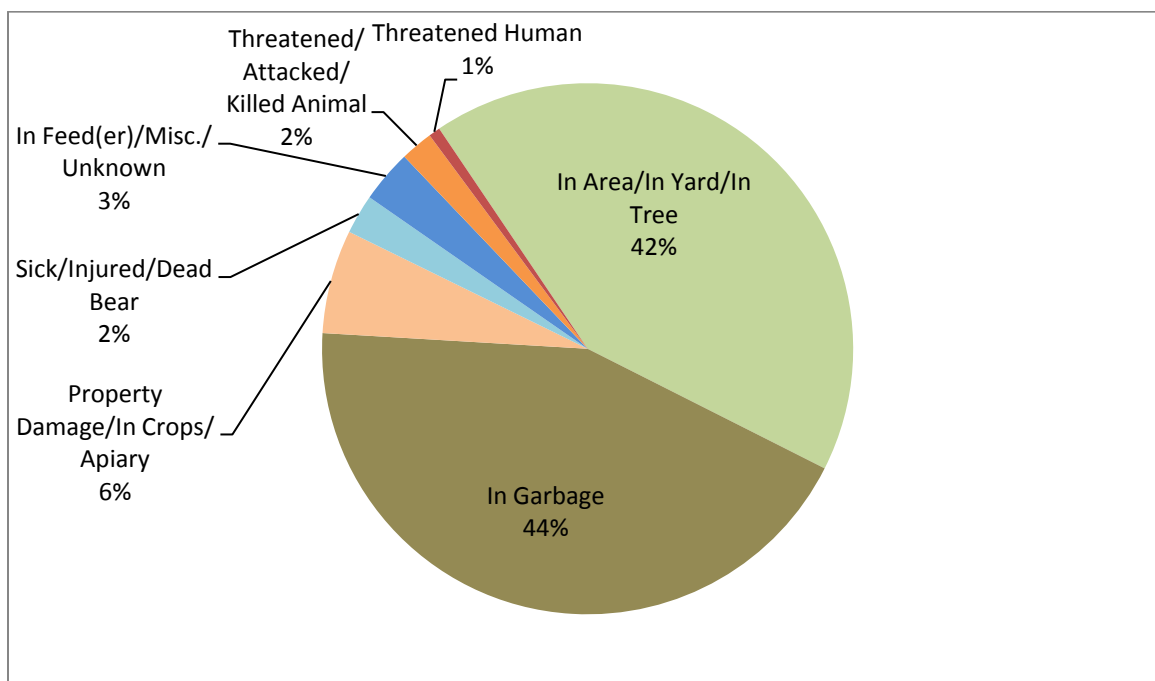
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2321

2322 **Figure 12. Bear-related reports received by FWC in the West Panhandle**
 2323 **Bear Management Unit between 1990 and 2010 (n = 3,584).**

2324



2325

2326 **Figure 13. Bear-related report types received by FWC in the West**
 2327 **Panhandle Bear Management Unit between 1990 and 2010 (n = 3,584).**

2328

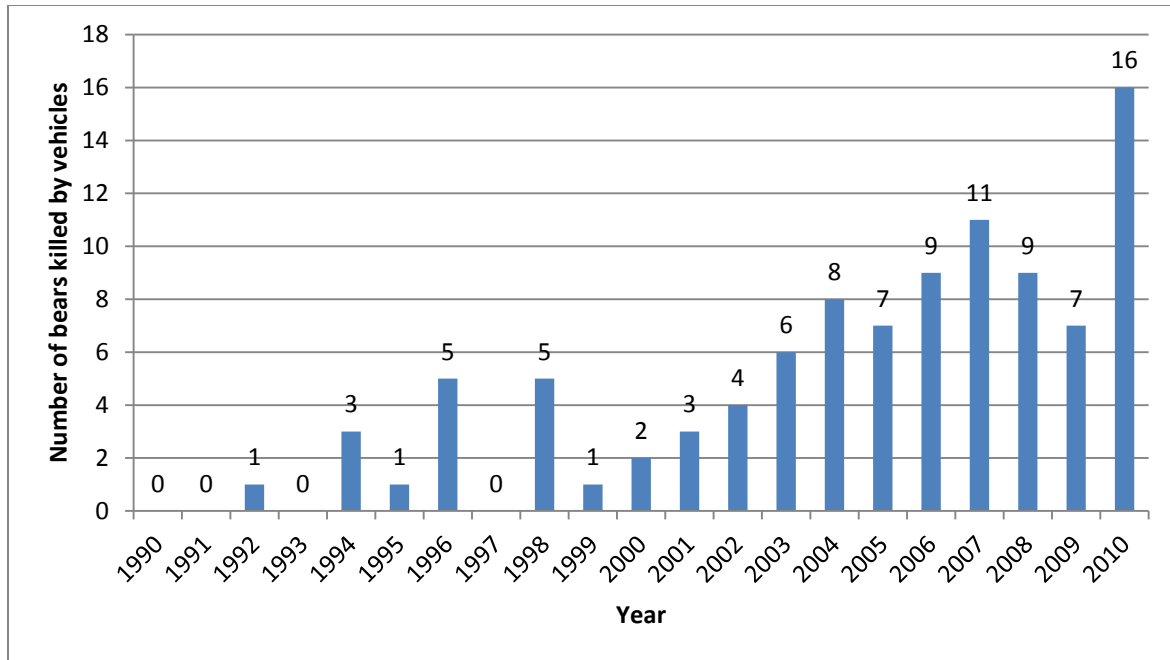


Figure 14. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year in the West Panhandle Bear Management Unit between 1990 and 2010 (n = 98).

2329
2330
2331
2332
2333
2334

2335 **East Panhandle Bear Management Unit**

2336 *Florida Counties:*

2337 Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Madison,
2338 Taylor, Wakulla, and Washington (Figure 15)

2339

2340 *Subpopulation Size:*

2341 Bears in the East Panhandle BMU are part of the Apalachicola subpopulation,
2342 named after the Apalachicola NF which encompasses a large portion of occupied
2343 bear range in this BMU. The current estimate of bears in the East Panhandle BMU
2344 is above the minimum subpopulation objective, and therefore the management
2345 objective is to maintain or increase the current bear subpopulation.

2346

2347	Minimum subpopulation objective	570 bears
2348	Estimated subpopulation in primary range	411–653 bears
2349	Potential bear habitat in Conserved Lands could support	297 bears

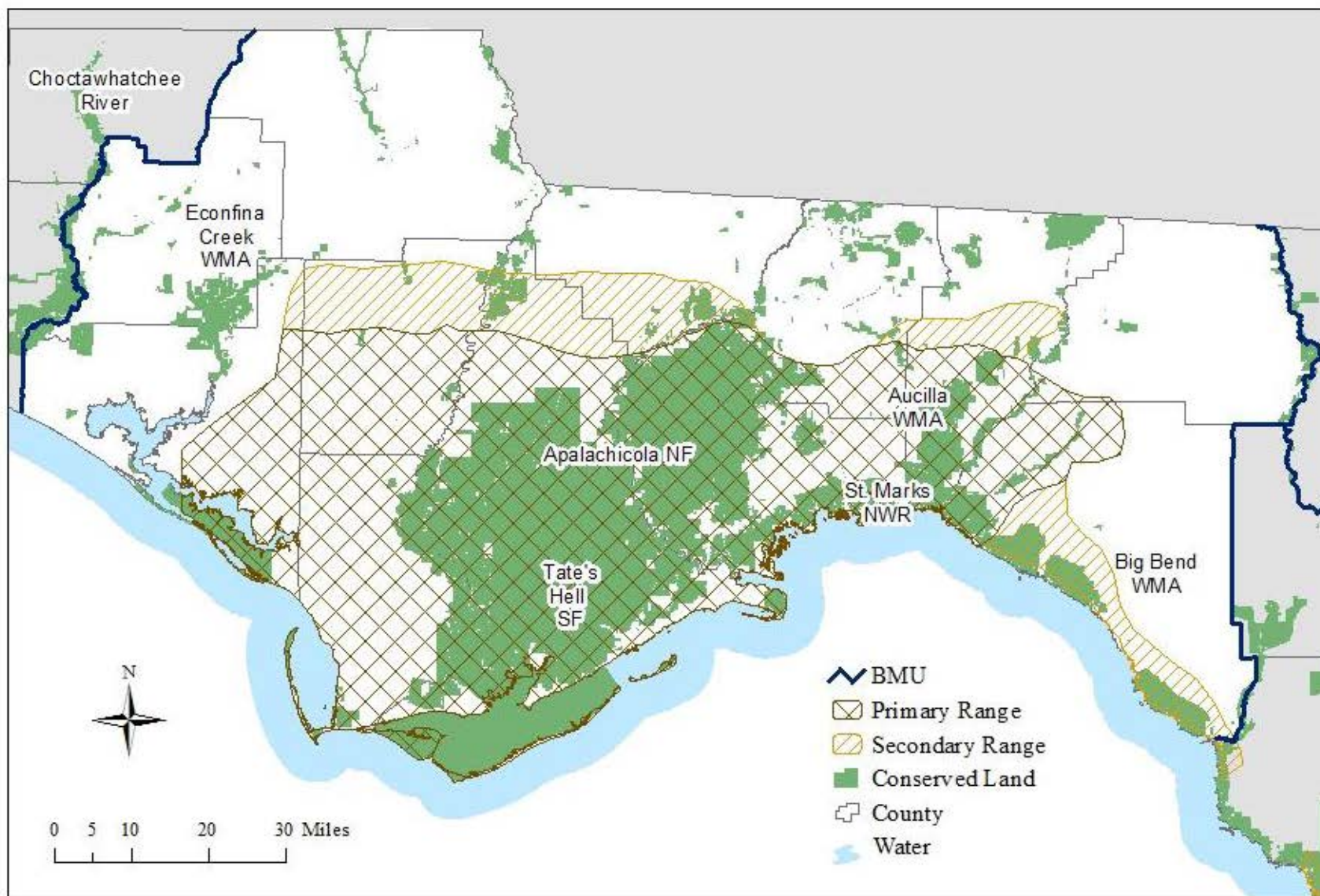
2350

2351 *Habitat:*

2352 Currently, potential bear habitat in conserved lands are insufficient to maintain or
2353 increase the minimum subpopulation objective. Habitat conservation efforts should
2354 seek to create two primary landscape connections: one with the West Panhandle
2355 BMU that incorporates Econfina Creek Water Management Area and
2356 Choctawhatchee River conservation areas, among others; and one with the Big
2357 Bend BMU using coastal conservation lands (Figure 15). Continuing to manage St.
2358 Marks NWR and Aucilla WMA to provide bear habitat would help support bear
2359 numbers for expansion into the Big Bend BMU.

2360

2361	Habitat needed for 570 bears	2,359,856 acres
2362	Potential Bear Habitat	4,278,290 acres
2363	Potential Bear Habitat in Conservation Lands	1,229,916 acres
2364	Total area of BMU	5,830,664 acres



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Figure 15. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the East Panhandle Bear Management Unit.

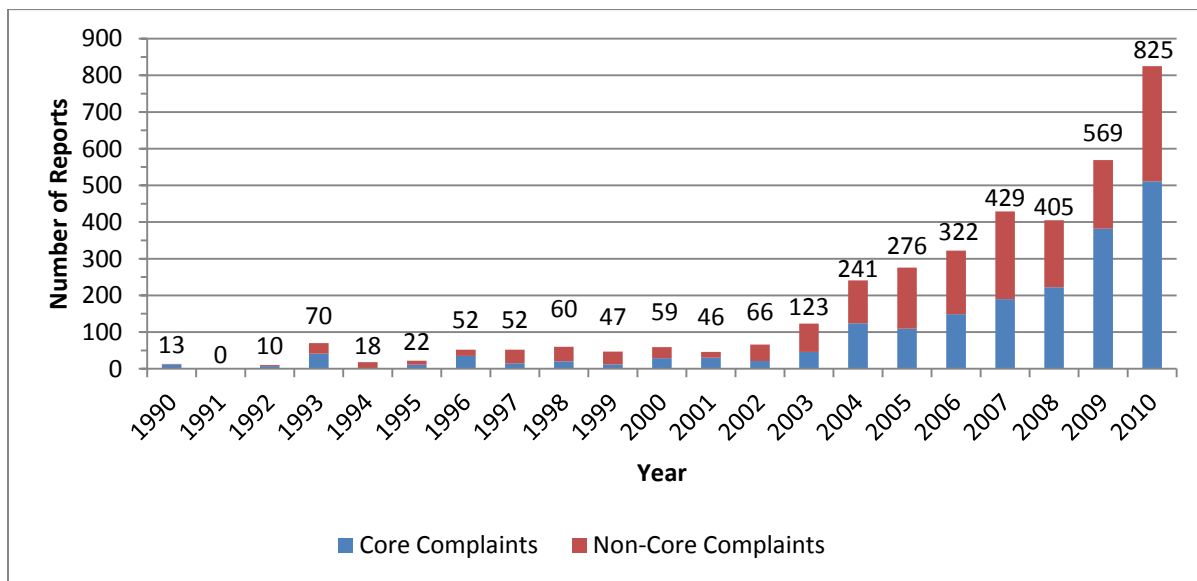
2368 *Human-Bear Conflicts:*

2369
2370 Human-bear interactions have increased substantially since 2000 and need to be
2371 reduced (Figure 16). Over 23% of statewide core complaints in 2010 came from this
2372 BMU (Appendix I, Table 15). The three-year average (2008–2010) of core
2373 complaints was 372 (Figure 16). The relatively high percentages of reports of bears
2374 in garbage (34%) and property damage, in crops, or in apiary (11%) received from
2375 this BMU are indicative of a bear population that has regular access to human-
2376 provided foods (Figure 17).

2377
2378 *Threats:*

2379 Increasing human-bear conflicts and habitat fragmentation that can sever
2380 connections with other BMUs are threats in the East Panhandle BMU. Vehicle-
2381 related deaths continue to rise in this BMU (Figure 18).

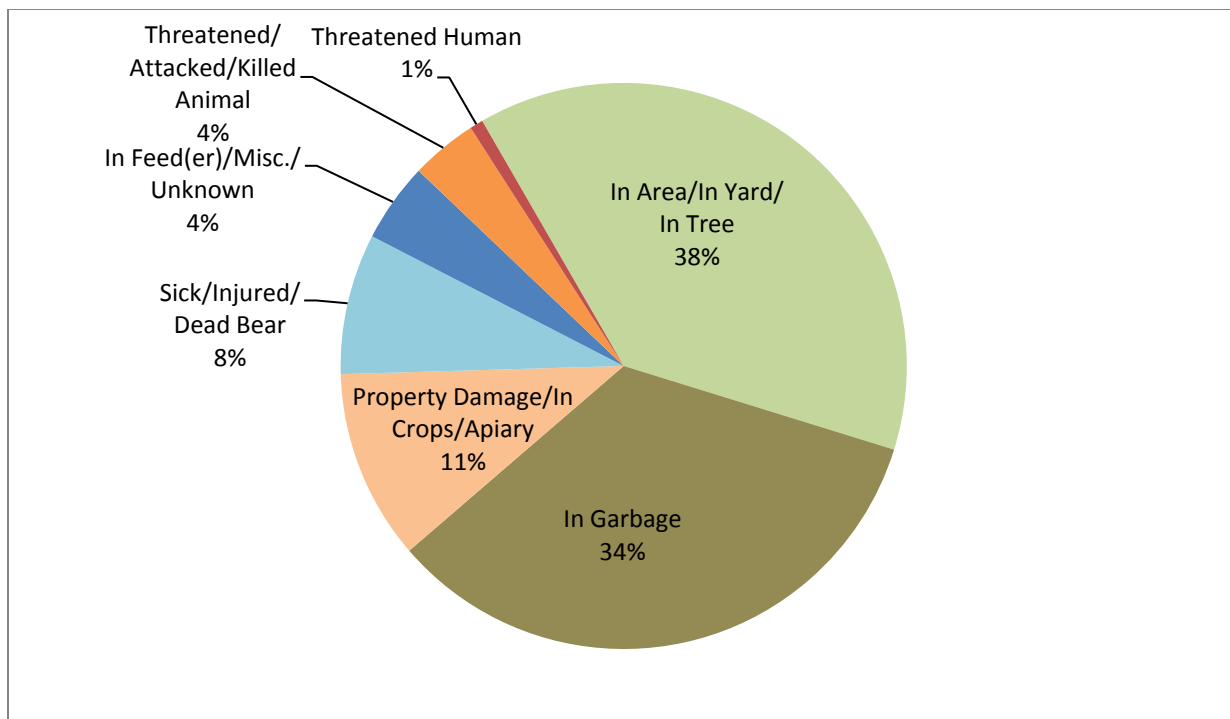
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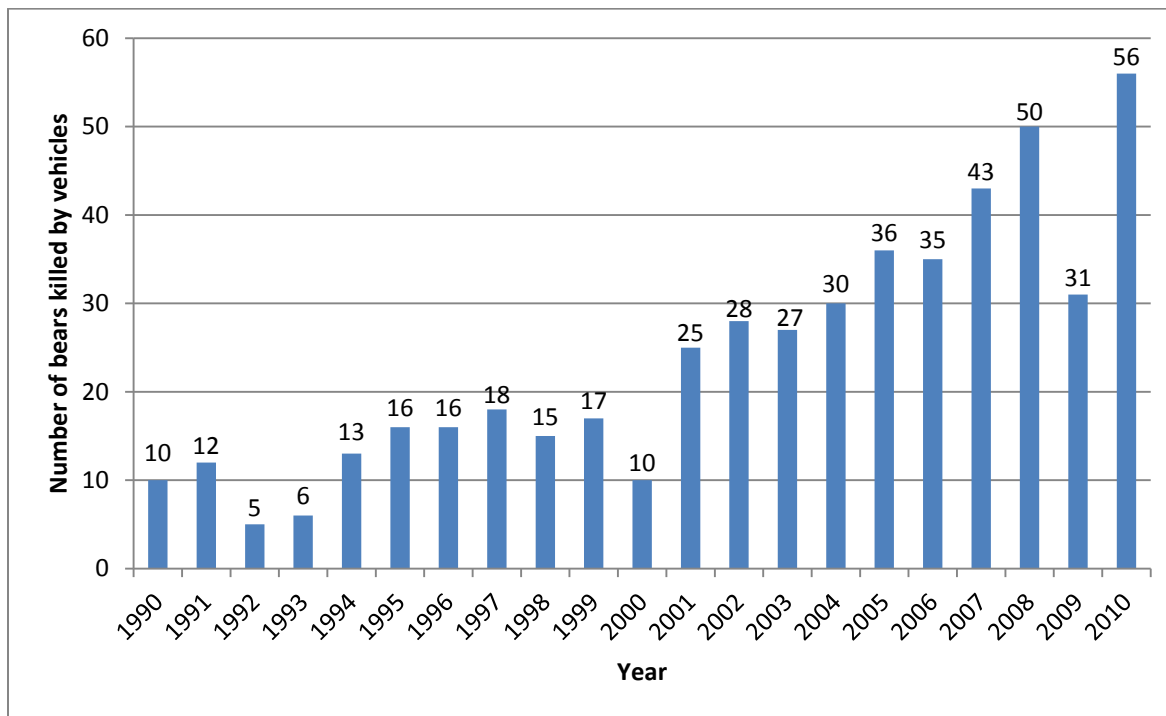
2385 **Figure 16. Bear-related reports received by FWC in the East Panhandle**
2386 **Bear Management Unit between 1990 and 2010 (n = 3,705).**

2387



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2391

Figure 17. Bear-related report types received by FWC in the East Panhandle Bear Management Unit between 1990 and 2010 (n = 3,705).



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Figure 18. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year in the East Panhandle Bear Management Unit between 1990 and 2010 (n = 499).

2397 **Big Bend Bear Management Unit**2398 *Florida Counties:*

2399 Citrus, Dixie, Gilchrist, Hernando, Lafayette, Levy, and Pasco (Figure 19)

2400

2401 *Subpopulation Size:*

2402 Bears are absent or nearly so throughout most of the Big Bend BMU with the
 2403 exception of a remnant group of bears in and around Chassahowitzka WMA at the
 2404 southern extent of the BMU (Orlando 2003, Brown 2004, Wooding 2007, FWC
 2405 Unpublished Data, 2010). The Chassahowitzka bears have one of the lowest
 2406 reported levels of genetic variability (Dixon et al. 2007) and are in need of genetic
 2407 interchange and connectivity. The current estimate of bears in the Big Bend BMU
 2408 is far below the minimum subpopulation objective, and therefore the management
 2409 objective is to increase the current bear subpopulation. While significant growth
 2410 within the Chassahowitzka subpopulation is unlikely because it is surrounded by
 2411 development, this area could represent the southern extent of a growing bear
 2412 subpopulation in the Big Bend BMU.

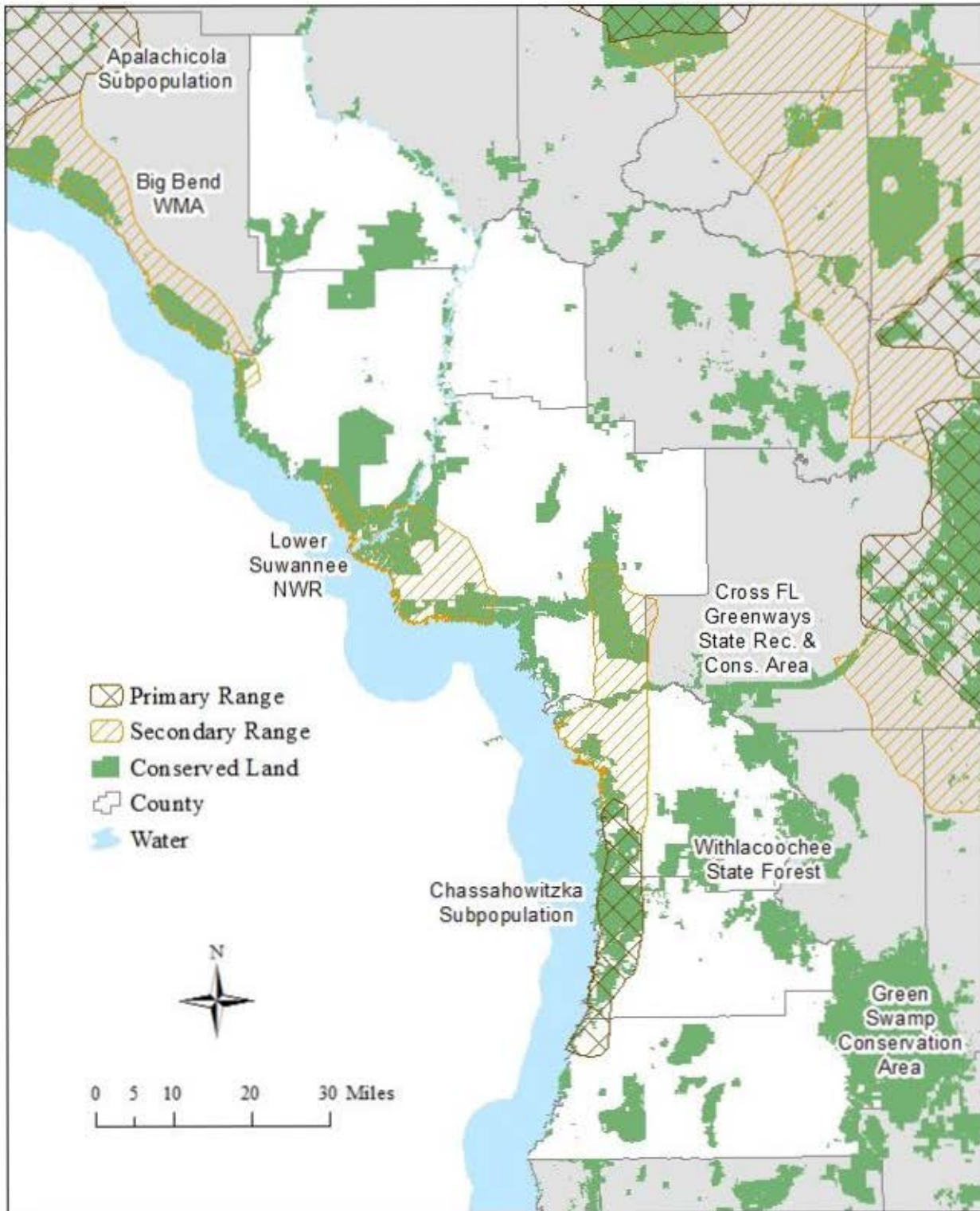
2413

2414	Minimum subpopulation objective	200 bears
2415	Estimated subpopulation in primary range	12 –28 bears
2416	Potential bear habitat in Conserved Lands could support	174 bears

2417

2418 *Habitat:*

2419 Currently, the total acreage of potential bear habitat in conserved lands is almost
 2420 sufficient to achieve the minimum subpopulation objective. However, conserved
 2421 lands are highly fragmented (Figure 19). Habitat conservation should focus on
 2422 establishing landscape connectivity between the Chassahowitzka bears and
 2423 unoccupied, quality habitat in Withlacoochee State Forest and Green Swamp
 2424 Conservation Area and north to the Apalachicola subpopulation using landscape



2425
2426
2427
2428

Figure 19. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the Big Bend Bear Management Unit.

2429 connections such as the Lower Suwannee NWR, Big Bend WMA, and other
 2430 conservation lands. If landscape connectivity can be improved, existing
 2431 conservation lands provide additional opportunities to connect with occupied
 2432 habitat in other BMUs. Occupied habitat in the East Panhandle BMU already
 2433 connects with the Big Bend BMU, and improving habitat conditions in existing
 2434 secondary range, including the large tracts of commercial forests, would promote
 2435 natural re-colonization in this BMU. Although existing development in the
 2436 southern portion of the Big Bend BMU makes habitat connections tenuous, the
 2437 Chassahowitzka bears would benefit from any connection to the Ocala
 2438 subpopulation, even if only from an occasional dispersing animal. Such a
 2439 connection might be possible through Marjorie Harris Carr Cross Florida Greenway
 2440 State Recreation and Conservation Area. The Suwannee River and conservation
 2441 lands toward the Osceola subpopulation could also allow for occasional dispersals.

2442		
2443	Habitat needed for 200 bears	549,809 acres
2444	Potential Bear Habitat	1,625,339 acres
2445	Potential Bear Habitat in Conservation Lands	478,042 acres
2446	Total area of BMU	2,970,423 acres

2447

2448 *Human-Bear Conflicts:*

2449 Low bear numbers and a relatively dispersed human population in much of this
 2450 BMU contribute to the low number of complaints (Figure 20). The Big Bend BMU
 2451 has a high percentage of reports related to bears being in the area, yard, or tree
 2452 (56%; Figure 21). A high percentage of reports in those categories, coupled with a
 2453 relatively low percentage of reports of bears in garbage (13%) typically indicates
 2454 bears are passing through rather than residing near developed areas. Stabilizing or
 2455 reducing core complaints to the three-year average (2008–2010) of 15 will be
 2456 manageable (Figure 20).

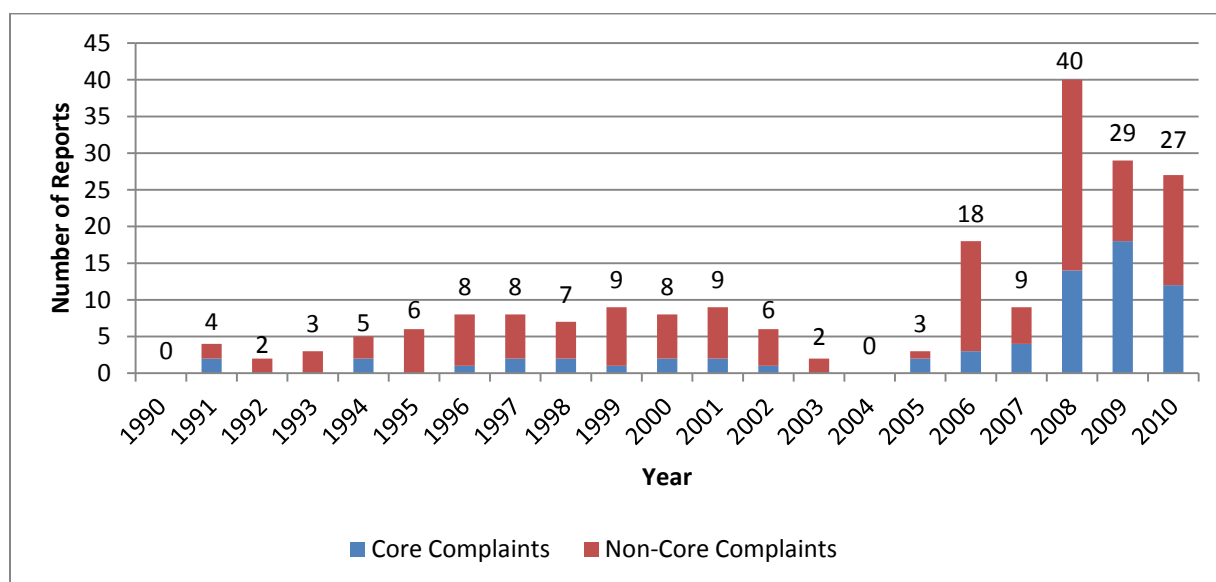
2457

2458

2459 *Threats:*

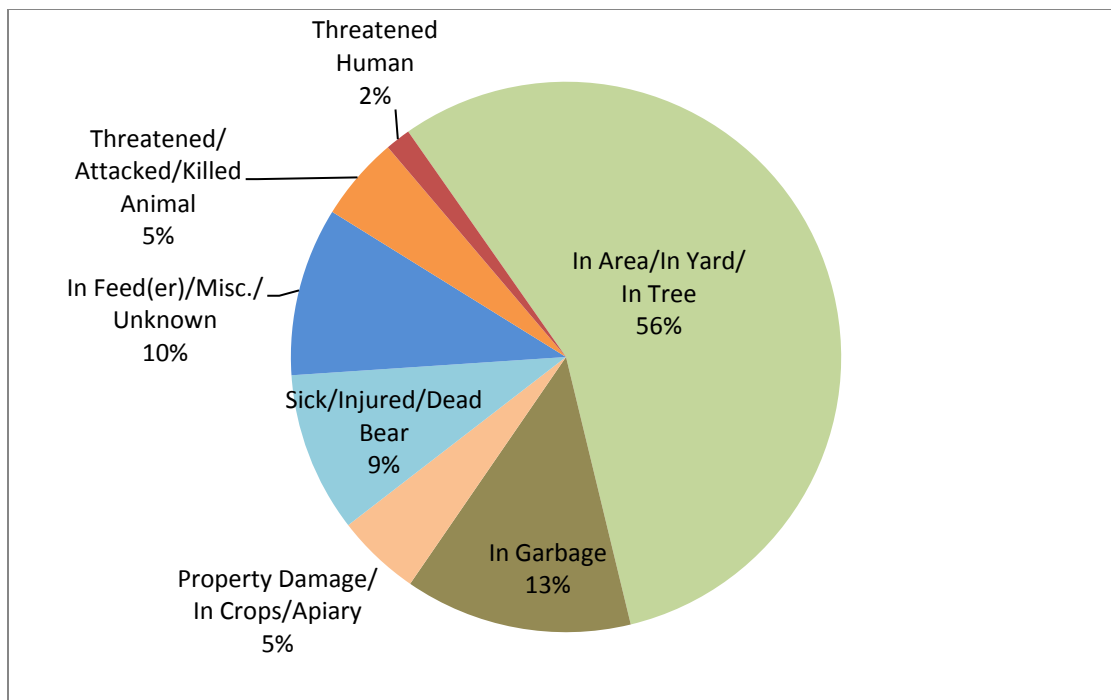
2460 Parcels of conserved habitat within the BMU are fragmented and small, and many
 2461 are not occupied. Habitat fragmentation in the southern portion of the unit causes
 2462 increased mortality and limits colonization of suitable habitat. Development could
 2463 impede natural re-colonization from occurring. The Chassahowitzka bears (< 20)
 2464 are genetically isolated and require connections with other bears to survive and
 2465 represent the southern extent of a bear subpopulation in the Big Bend BMU. While
 2466 vehicle-related deaths are negligible in this BMU (Figure 22), poaching and general
 2467 intolerance of bears by residents may be limiting range expansion south from
 2468 Apalachicola.

2469
2470



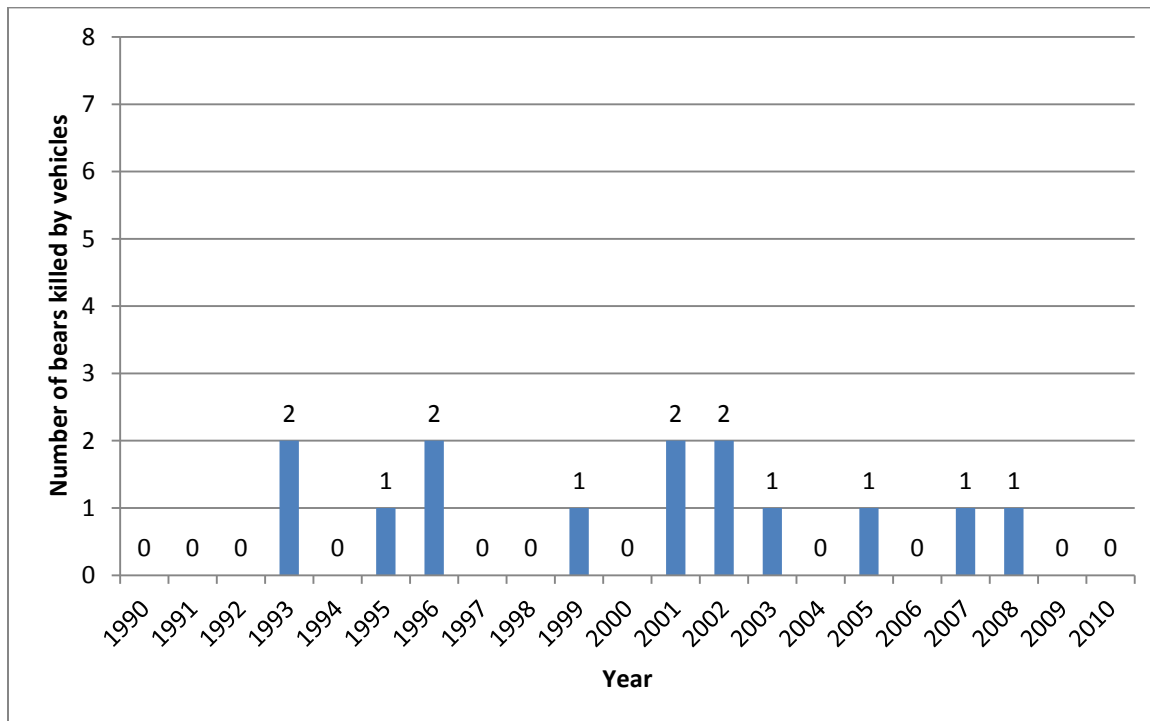
2471

2472 **Figure 20. Bear-related reports received by FWC in the Big Bend Bear**
 2473 **Management Unit between 1990 and 2010 (n = 203).**



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Figure 21. Bear-related report types received by FWC in the Big Bend Bear Management Unit between 1990 and 2010 (n = 203).



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Figure 22. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year in the Big Bend Bear Management Unit between 1990 and 2010 (n = 14).

2483 **North Bear Management Unit**2484 *Florida Counties:*

2485 Baker, Columbia, Duval, Hamilton, Nassau, Suwannee, and Union (Figure 23)

2486

2487 *Subpopulation Size:*

2488 Bears in the North BMU are concentrated in and around Osceola NF which
 2489 encompasses most of the occupied bear range in this BMU. The current estimate of
 2490 the Osceola subpopulation is above the minimum subpopulation objective, and
 2491 therefore the management objective is to maintain or increase the current bear
 2492 subpopulation. Bears in the Osceola subpopulation are part of a larger
 2493 subpopulation that includes bears in the Okefenokee Swamp NWR in Georgia,
 2494 which has an estimated 700 to 800 bears (Greg Nelms, Georgia Department of
 2495 Natural Resources, personal communication, 2010).

2496

2497	Minimum subpopulation objective	260 bears
2498	Estimated subpopulation in primary range	200–313 bears
2499	Potential bear habitat in Conserved Lands could support	233 bears

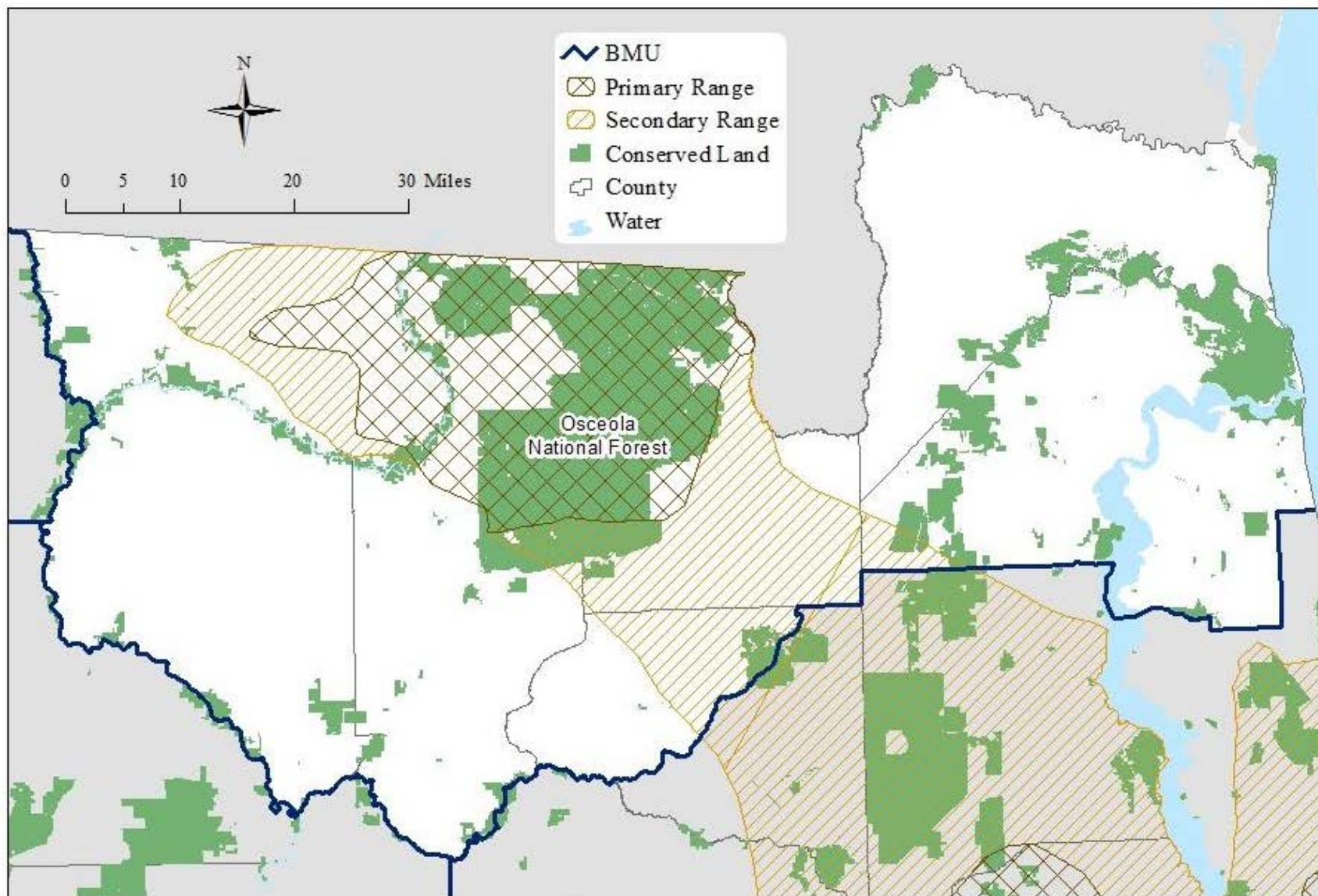
2500

2501 *Habitat:*

2502 Currently, potential bear habitat in conserved lands is almost sufficient to support
 2503 the minimum subpopulation objective. The Osceola subpopulation is connected
 2504 genetically and spatially through conserved habitat connectivity with a larger
 2505 subpopulation in Georgia. Habitat conservation efforts should focus on preserving
 2506 the functionality of the landscape connection with the Ocala subpopulation. A
 2507 landscape connection south toward the Big Bend BMU could aid periodic dispersals
 2508 if habitat was traversable.

2509

2510	Habitat needed for 260 bears	457,145 acres
2511	Potential Bear Habitat	1,741,615 acres



2512
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2514

Figure 23. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the North Bear Management Unit.

2515 Potential Bear Habitat in Conservation Lands 411,541 acres
 2516 Total area of BMU 2,795,156 acres

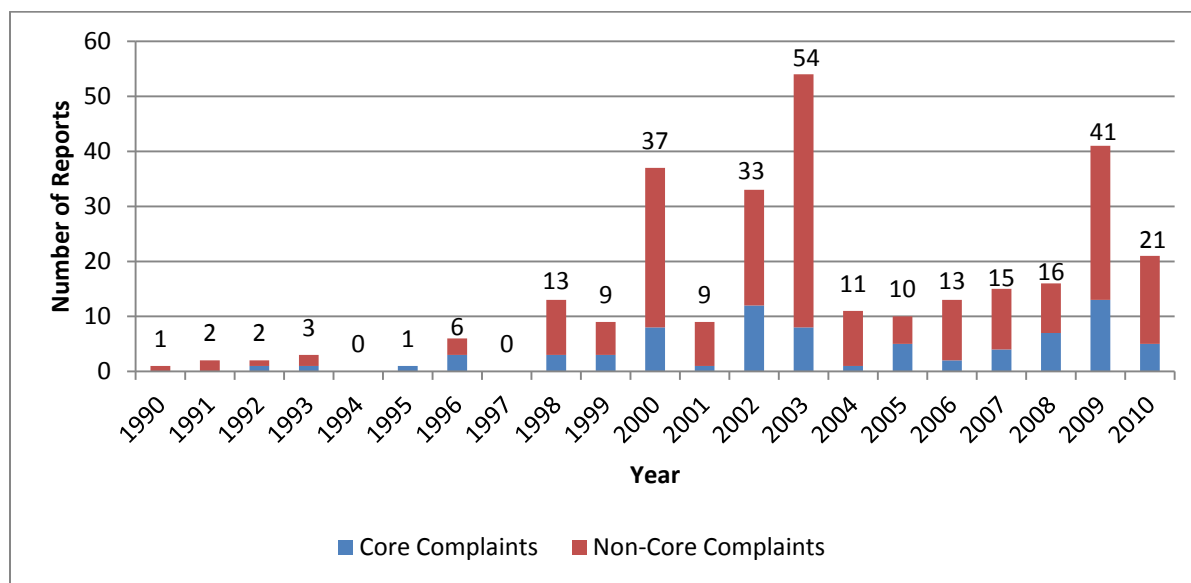
2517
 2518 *Human-Bear Conflicts:*

2519 While there has been a gradual increase in bear complaints in this BMU (Figure
 2520 24), stabilizing or reducing annual core complaints to the three-year average (2008–
 2521 2010) of eight per year should be manageable. The North BMU has the highest
 2522 percentage of reports related to bears being in the area, yard, or tree (71%) of all the
 2523 BMUs (Figure 25). A high percentage of reports in those categories coupled with a
 2524 relatively low percentage of reports of bears in garbage (10%) typically indicates
 2525 bears are passing through rather than residing near developed areas.

2526
 2527 *Threats:*

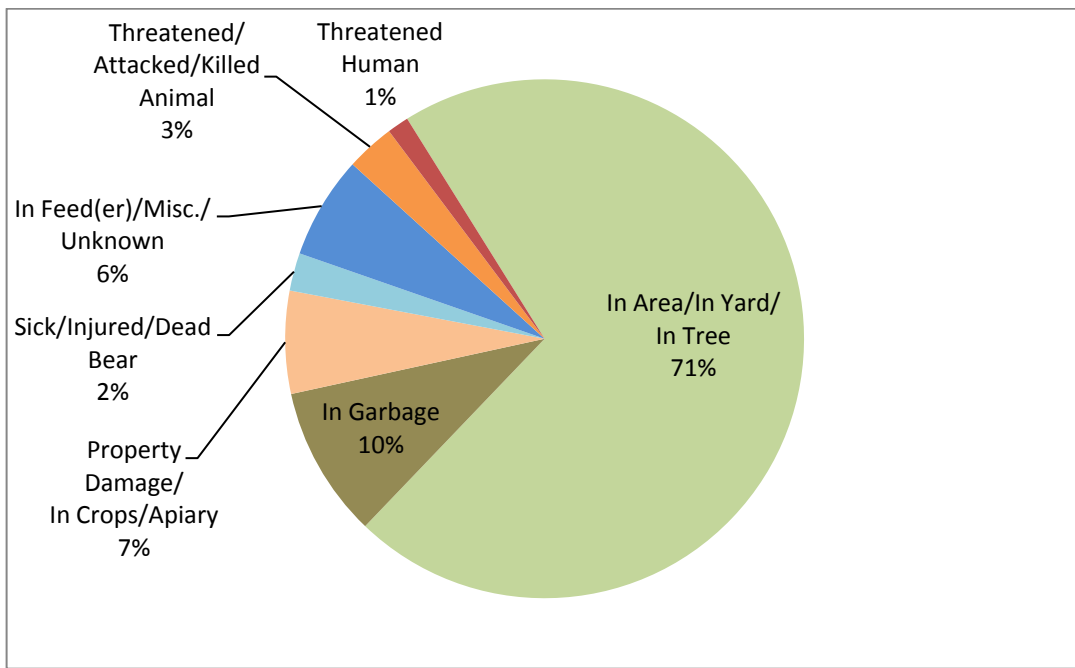
2528 Catastrophic fires and increasing development are threats in the North BMU.
 2529 Maintaining the current connection with Ocala NF and Okefenokee NWR is vital to
 2530 the long-term survival of this subpopulation. Few vehicle-related deaths occur in
 2531 this BMU (Figure 26).

2532



2533
 2534 **Figure 24. Bear-related reports received by FWC in the North Bear**
 2535 **Management Unit between 1990 and 2010 (n = 297).**

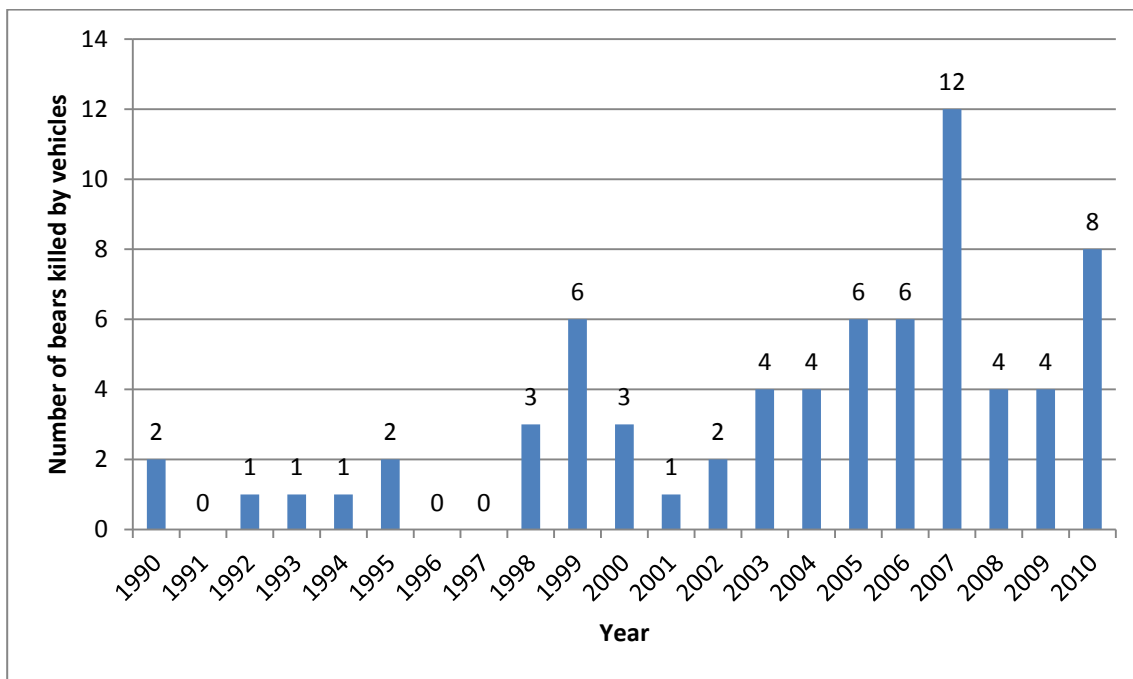
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2537

2538 **Figure 25. Bear-related report types received by FWC in the North Bear**
2539 **Management Unit between 1990 and 2010 (n = 297).**

2540



2541

2542 **Figure 26. Number of bears killed by vehicles, or euthanized due to**
2543 **vehicle injuries, documented each year in the North Bear**
2544 **Management Unit between 1990 and 2010 (n = 70).**

2545

2546 **Central Bear Management Unit**2547 *Florida Counties:*

2548 Alachua, Bradford, Brevard, Clay, Flagler, Lake, Marion, Orange, Putnam,
2549 Seminole, St Johns, Sumter, and Volusia (Figure 27)

2550

2551 *Subpopulation Size:*

2552 Bears in the Central BMU are part of the Ocala/St. Johns subpopulation, named
2553 after the Ocala NF and St. Johns River watershed which encompasses a large
2554 portion of occupied bear range in this BMU. The Central BMU is the only BMU
2555 with a subpopulation estimated to be 1,000 bears, which is one of the criteria that
2556 determines a specie's risk for extinction. The management objective is to maintain
2557 or increase the current bear subpopulation in this BMU.

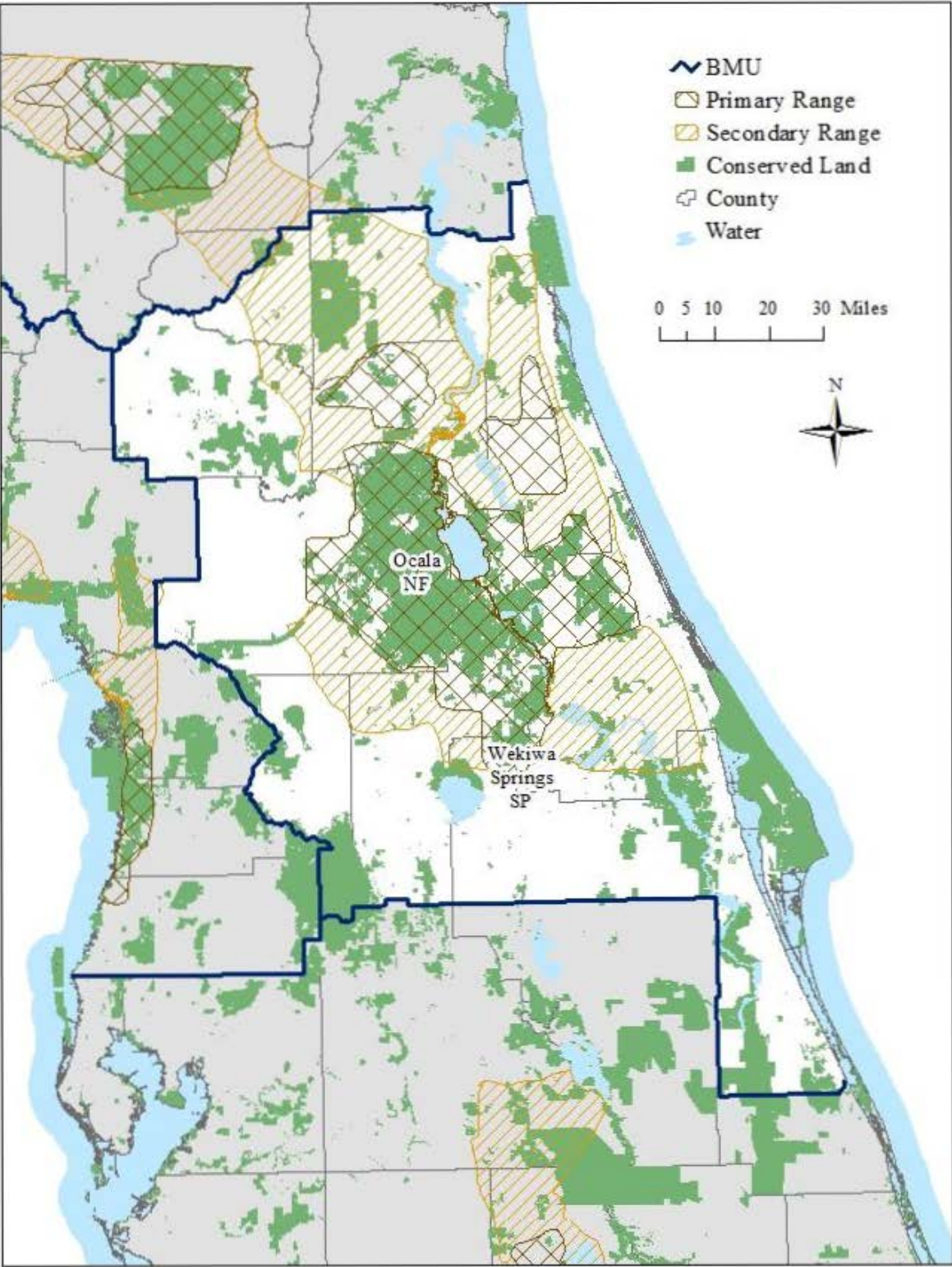
2558

2559	Minimum subpopulation objective	1,030 bears
2560	Estimated subpopulation in primary range	825–1,225 bears
2561	Potential bear habitat in Conserved Lands could support	1,273 bears

2562

2563 *Habitat:*

2564 Currently, potential bear habitat in conserved lands is sufficient to maintain or
2565 increase bear numbers above the minimum subpopulation objective. Habitat
2566 conservation efforts should focus on maintaining the landscape connectivity
2567 between the North and Central BMUs. In addition, attention should be given to
2568 maintaining the connections within the Ocala subpopulation, specifically between
2569 the Wekiva and St. Johns areas (Figure 27). Wildlife crossing structures planned
2570 for Interstate Highway 4 east of Deland may increase primary range
2571 southeastward. Further habitat conservation efforts to link the Central BMU to the
2572 Big Bend BMU would be an important step in sustaining the Chassahowitzka
2573 bears.



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Figure 27. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the Central Bear Management Unit.

2578	Habitat needed for 1,030 bears	1,062,553 acres
2579	Potential Bear Habitat	3,531,735 acres
2580	Potential Bear Habitat in Conservation Lands	1,310,191 acres
2581	Total area of BMU	6,999,201 acres

2582

2583 *Human-Bear Conflicts:*

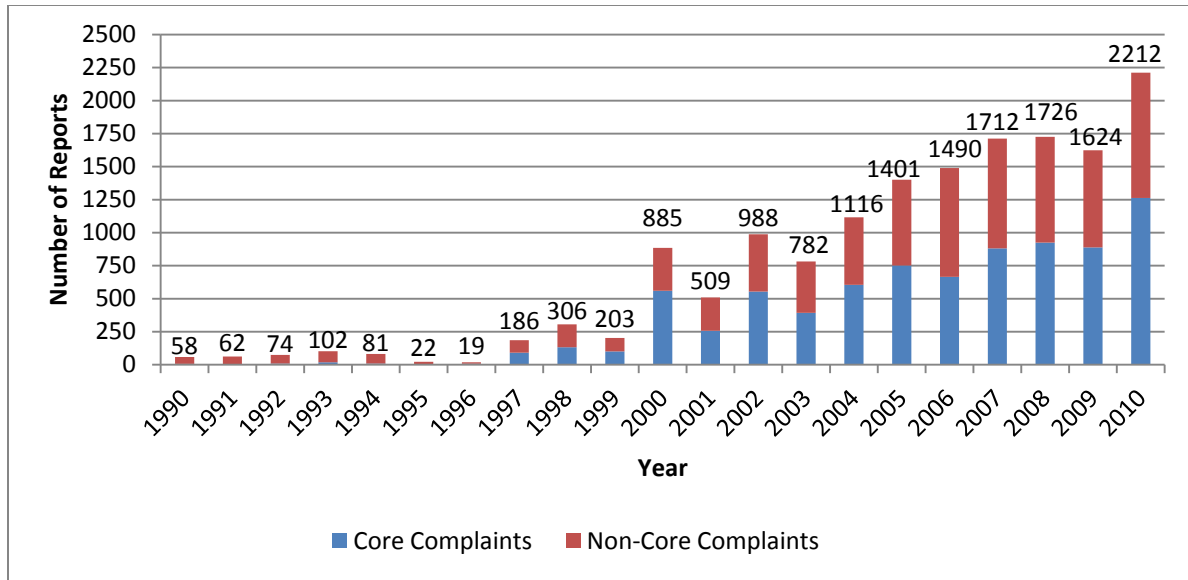
2584 Human-bear conflicts in the Central BMU have increased at a faster rate than FWC
2585 resources have been available to respond in the most effective and timely manner
2586 possible (Figure 28). Over 45% of statewide core complaints in 2010 came from this
2587 BMU (Appendix I, Table 15). The relatively high percentages of reports of bears in
2588 garbage (28%) and property damage, in crops, or in apiary (12%) received from this
2589 BMU are indicative of a bear population that has regular access to human-provided
2590 foods (Figure 29). FWC will continue to focus efforts on reducing bear complaints in
2591 this BMU to try and stabilize or decrease annual core complaints to the three-year
2592 average (2008–2010) of 1,014 per year.

2593

2594 *Threats:*

2595 Increasing frequency and severity of human-bear interactions are serious threats in
2596 this BMU. In addition, habitat fragmentation has the potential to isolate portions
2597 of the Ocala/St. Johns subpopulation. Vehicle-related bear deaths are exceptionally
2598 high (Figure 30), with a large proportion of deaths occurring on state roads within
2599 Ocala NF.

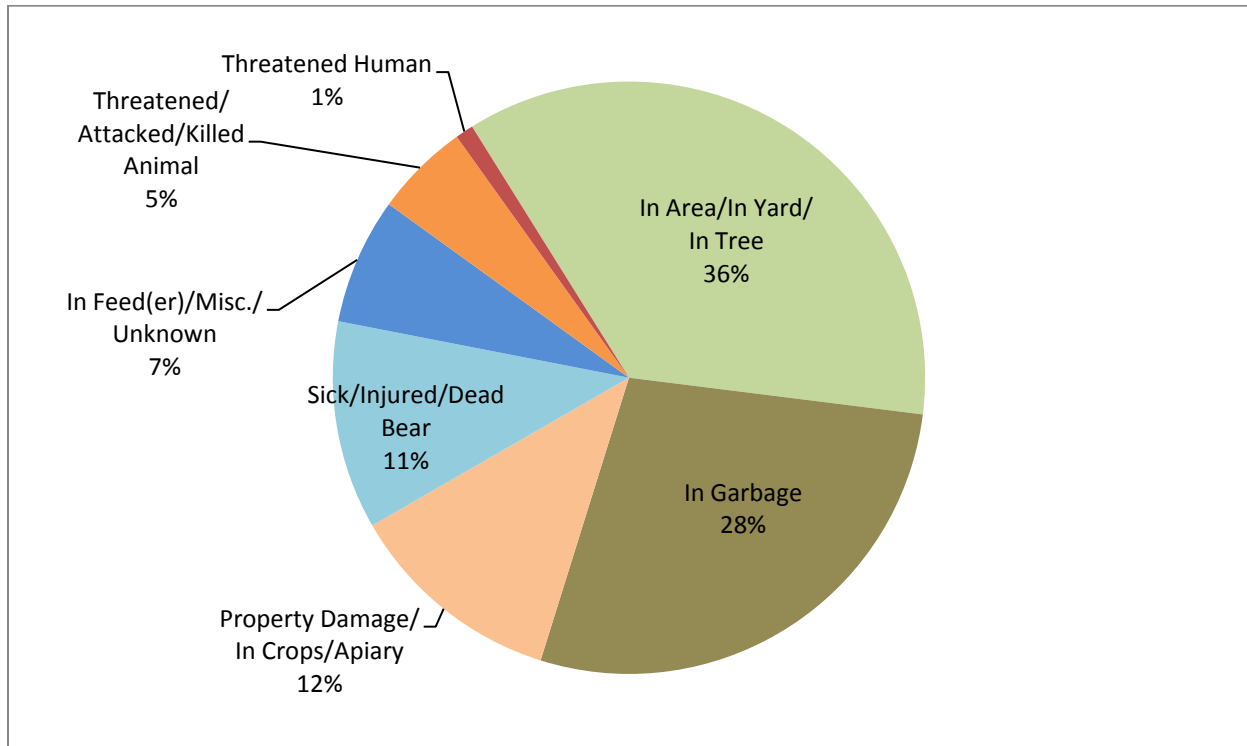
2600



2601

2602 **Figure 28. Bear-related reports received by FWC in the Central Bear**
 2603 **Management Unit between 1990 and 2010 (n = 15,558).**

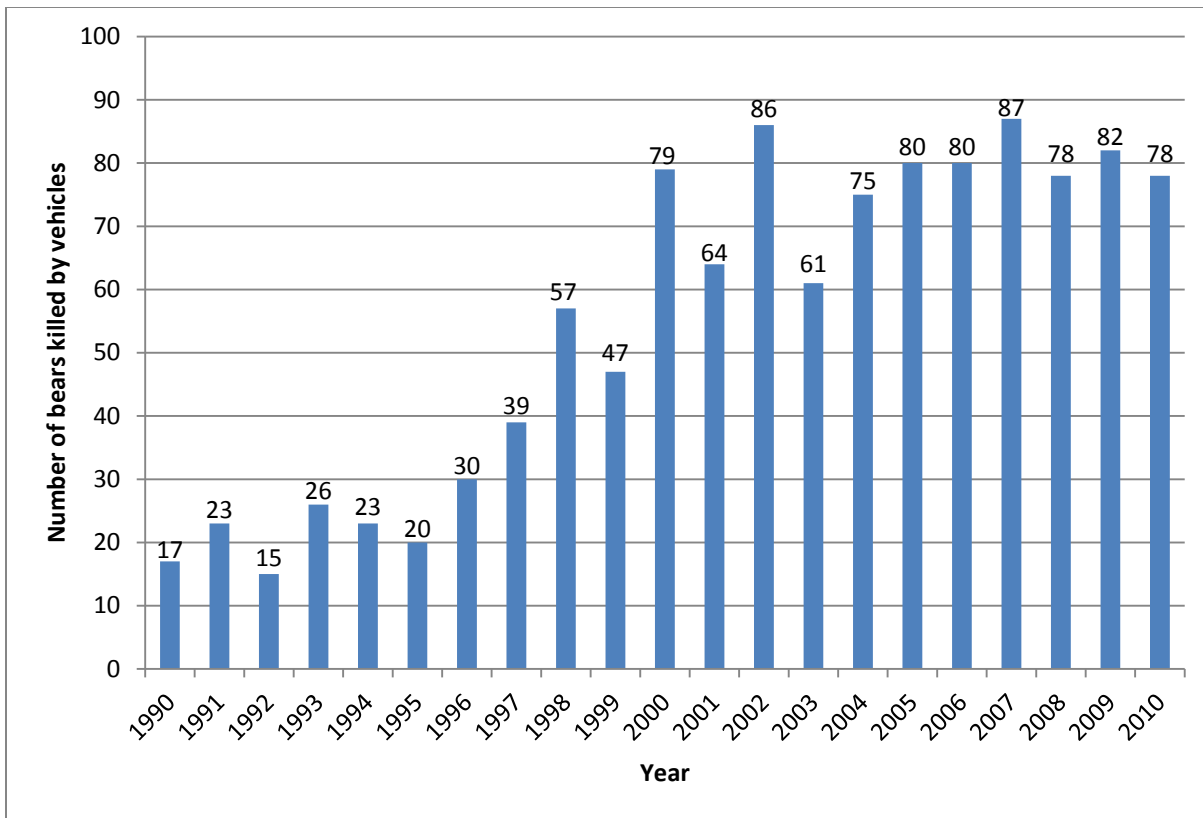
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2605

2606 **Figure 29. Bear-related report types received by FWC in the Central**
 2607 **Bear Management Unit between 1990 and 2010 (n = 15,558).**

2608



2609

2610 **Figure 30. Number of bears killed by vehicles, or euthanized due to**
2611 **vehicle injuries, documented each year in the Central Bear Management**
2612 **Unit between 1990 and 2010 (n = 1,146).**

2613

2614 **South Central Bear Management Unit**

2615 *Florida Counties:*

2616 Charlotte, De Soto, Glades, Hardee, Highlands, Hillsborough, Indian River,
2617 Manatee, Martin, Okeechobee, Osceola, Pinellas, Polk, Sarasota, and St Lucie
2618 (Figure 31)

2619

2620 *Subpopulation Size:*

2621 Bears in the South Central BMU exist mostly in Glades and Highlands counties of
2622 this BMU. The current estimate of bears in the South Central BMU is at the
2623 minimum subpopulation objective, and therefore the management objective is to
2624 maintain or increase the current bear subpopulation. However, methods used for
2625 this estimate were not as rigorous as those of other BMUs, and so the needed action
2626 is to increase the subpopulation until the FWC receives more precise estimates
2627 (expected in 2013).

2628

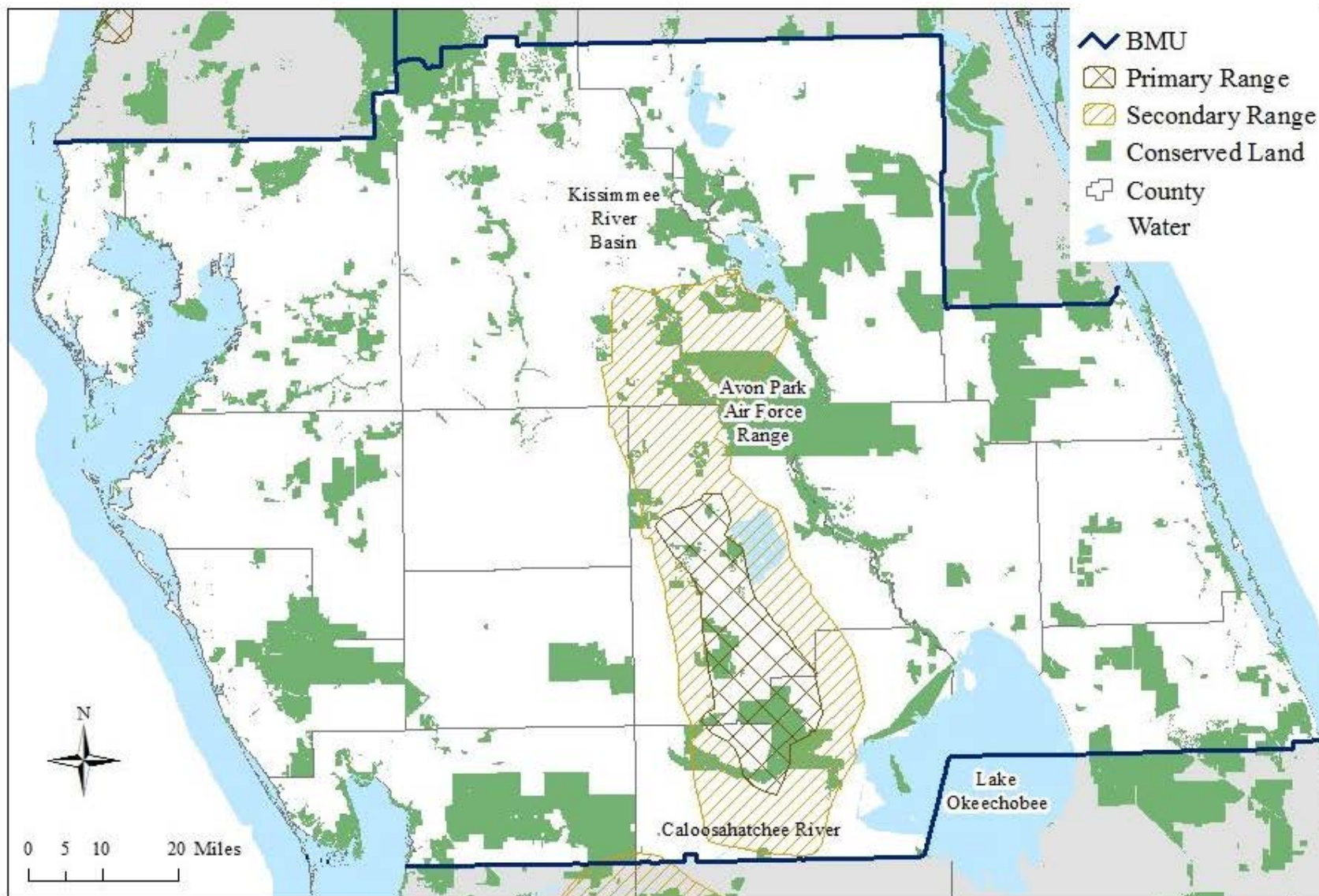
2629	Minimum subpopulation objective	200 bears
2630	Estimated subpopulation in primary range	150–200 bears
2631	Potential bear habitat in Conserved Lands could support	342 bears

2632

2633 *Habitat:*

2634 This is the most fragmented subpopulation of bears in Florida and the only one that
2635 does not have a large block of public land as its center (Figure 31). Many parcels of
2636 conserved lands are small, isolated and of little value to bears. Habitat
2637 conservation should focus on increasing suitable bear habitat by working with local
2638 agricultural interests and creating or increasing connectivity between islands of
2639 habitat within the subpopulation, particularly toward Avon Park Air Force Range
2640 and the Kissimmee River Basin. Establishing landscape connections with the
2641 South, Central, and Big Bend BMU’s are also priorities.

2642



2643
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Figure 31. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the South Central Bear Management Unit.

2646	Habitat needed for 200 bears	580,698 acres
2647	Potential Bear Habitat	2,477,753 acres
2648	Potential Bear Habitat in Conservation Lands	883,270 acres
2649	Total area of BMU	8,299,619 acres

2650

2651 *Human-Bear Conflicts:*

2652 FWC should be able to stabilize or reduce core complaints to the three-year average
2653 (2008–2010) of ten per year in this BMU (Figure 32). The South Central BMU has
2654 a high percentage of reports related to bears being in the area, yard, or tree (44%;
2655 Figure 33). A high percentage of reports in those categories, coupled with a
2656 relatively low percentage of reports of bears in garbage (19%) typically indicates
2657 bears are passing through rather than residing near developed areas.

2658

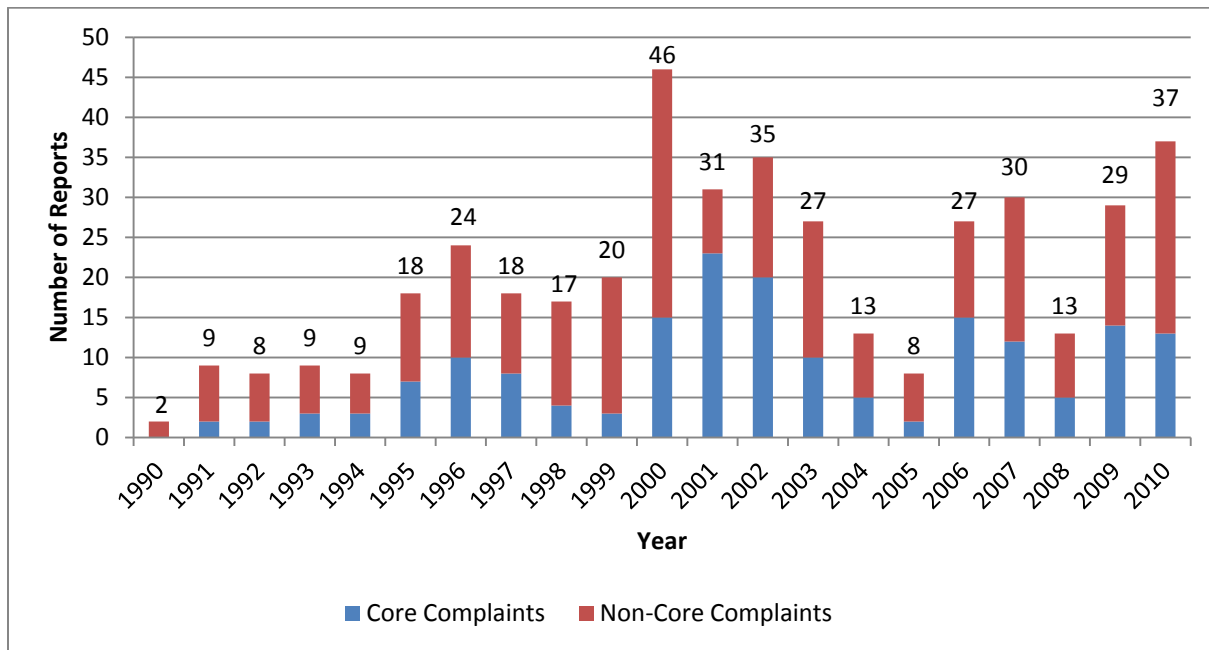
2659 *Threats:*

2660 The population inhabits mostly non-conservation lands making it vulnerable to
2661 habitat conversion. Genetic isolation increases the risk of genetic drift. Significant
2662 parcels of conserved lands remain unoccupied and are of little value to bears.

2663 Vehicle-related bear deaths are low and do not show a consistent pattern over time
2664 in this BMU (Figure 34).

2665

2666



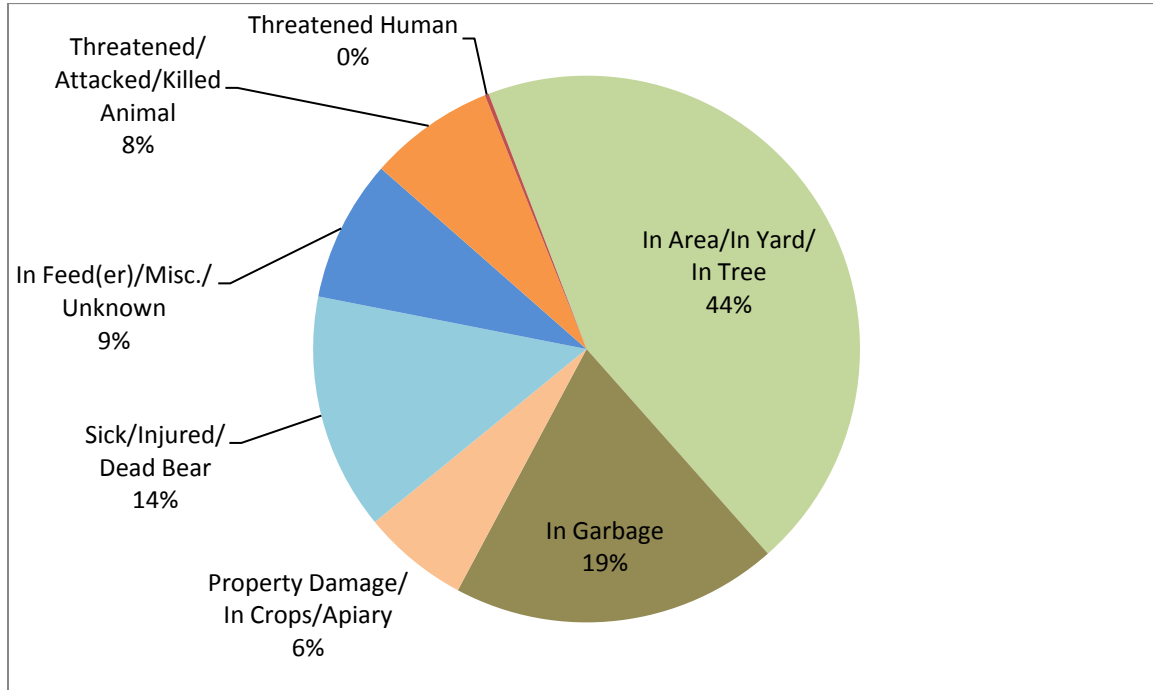
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Figure 32. Bear-related reports received by FWC in the South Central Bear Management Unit between 1990 and 2010 (n = 430).

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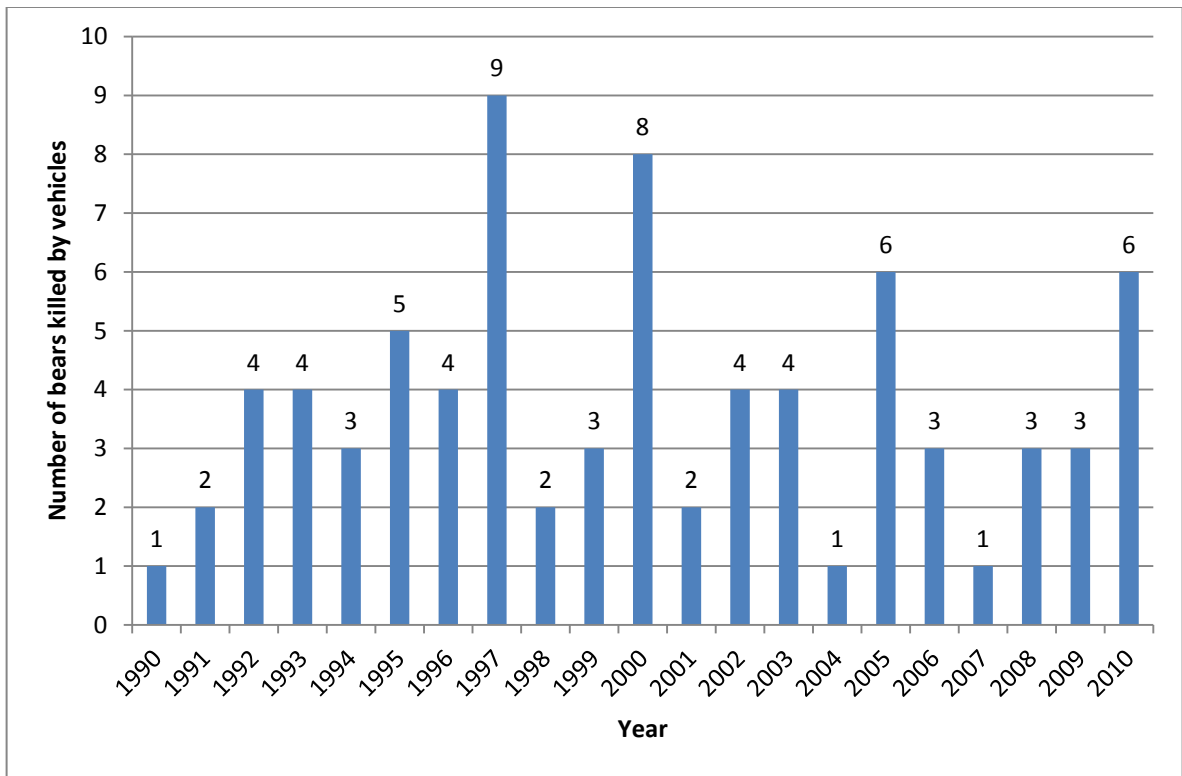
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Figure 33. Bear-related report types received by FWC in the South Central Bear Management Unit between 1990 and 2010 (n = 430).



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Figure 34. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year in the South Central Bear Management Unit between 1990 and 2010 (n = 78).

2680 **South Bear Management Unit**

2681 *Florida Counties:*

2682 Broward, Collier, Hendry, Lee, Miami-Dade, Monroe, and Palm Beach (Figure 35)

2683

2684 *Subpopulation Size:*

2685 Bears in the South BMU are part of the Big Cypress subpopulation, named after
2686 the Big Cypress National Preserve which encompasses a large portion of occupied
2687 bear range in this BMU. The current estimate of bears in the South BMU is above
2688 the minimum subpopulation objective, and therefore the management objective is to
2689 maintain or increase the current bear subpopulation.

2690

2691	Minimum subpopulation objective	700 bears
2692	Estimated subpopulation in primary range	516–878 bears
2693	Potential bear habitat in Conserved Lands could support	622 bears

2694

2695 *Habitat:*

2696 Currently, potential bear habitat in conserved lands is almost sufficient to meet the
2697 minimum subpopulation objective. Habitat conservation should focus on
2698 establishing a landscape connection northward with the Glades/Highlands
2699 subpopulation (Figure 35). Habitat and connectivity efforts for bears should be
2700 combined with similar initiatives for Florida panthers.

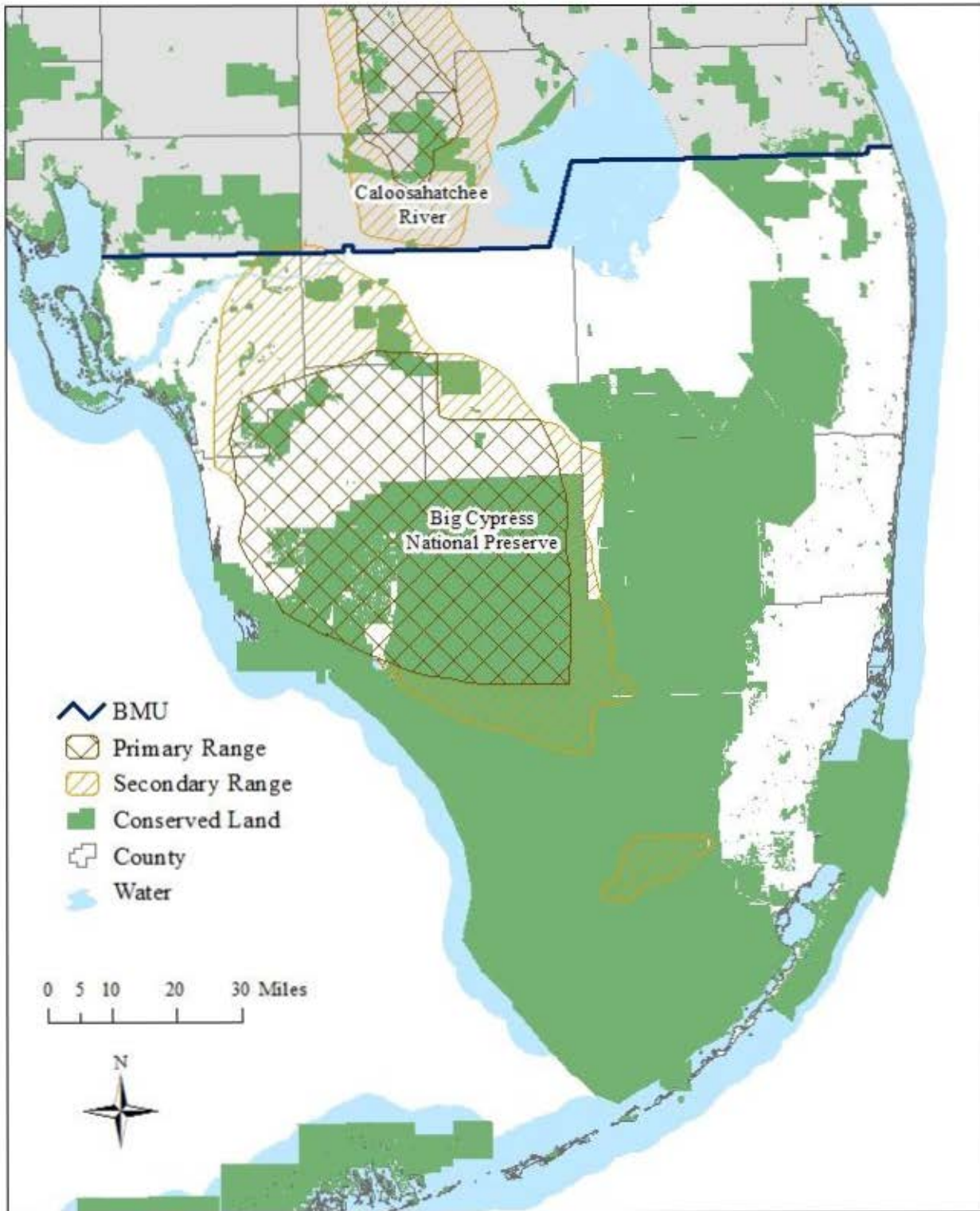
2701

2702	Habitat needed for 700 bears	1,322,014 acres
2703	Potential Bear Habitat	1,604,232 acres
2704	Potential Bear Habitat in Conservation Lands	1,173,756 acres
2705	Total area of BMU	6,756,711 acres

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Figure 35. Bear range (Simek et al. 2005) and Conserved Lands (FNAI 2009) in the South Bear Management Unit.

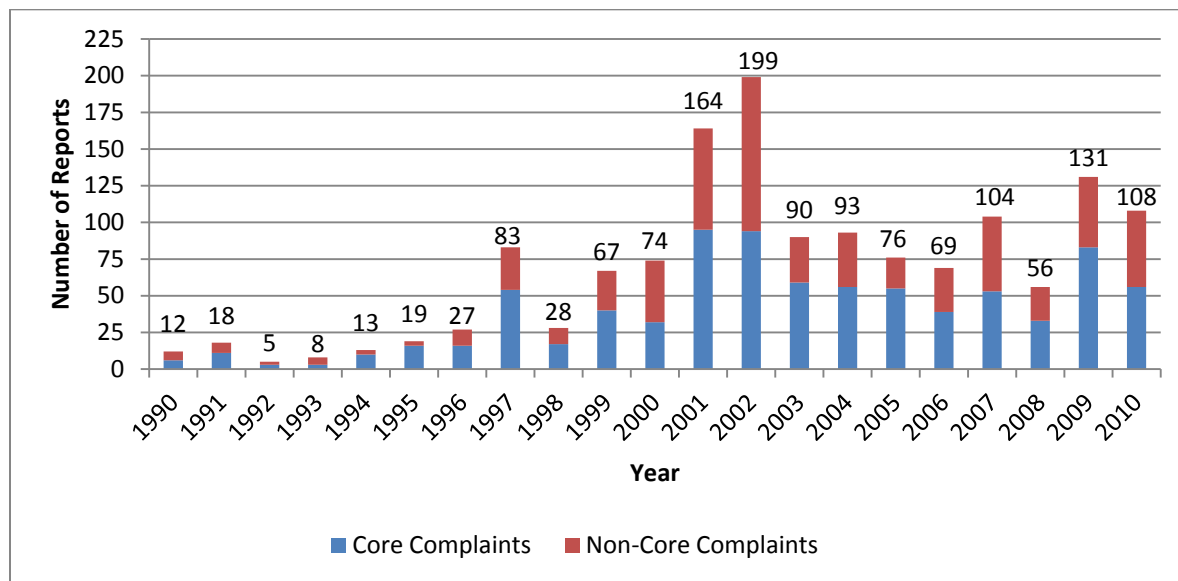
2713 *Human-Bear Conflicts:*

2714 While overall bear complaint levels are relatively low in this BMU (Figure 36), FWC
 2715 will continue efforts to reduce human-bear conflicts in locally acute areas (e.g.,
 2716 Golden Gate Estates). The relatively high percentages of reports of bears in garbage
 2717 (31%) and property damage, in crops, or in apiary (8%) received from this BMU are
 2718 indicative of a bear population that has regular access to human-provided foods
 2719 (Figure 37). Stabilizing or reducing core complaints to the three-year average
 2720 (2008–2010) of 53 per year should be manageable.

2721
 2722 *Threats:*

2723 If habitat fragmentation and degradation from residential and roadway
 2724 development continues, it could further isolate subpopulations. Vehicle-related
 2725 bear deaths are low and do not show a consistent pattern over time in this BMU
 2726 (Figure 38).

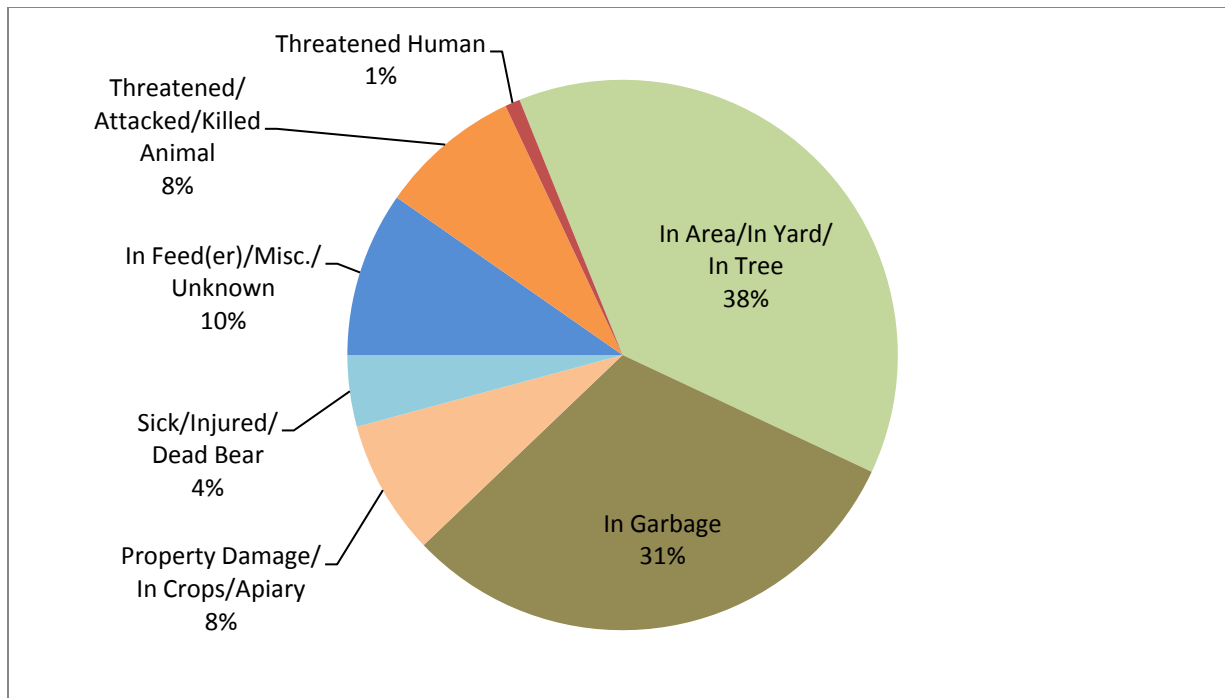
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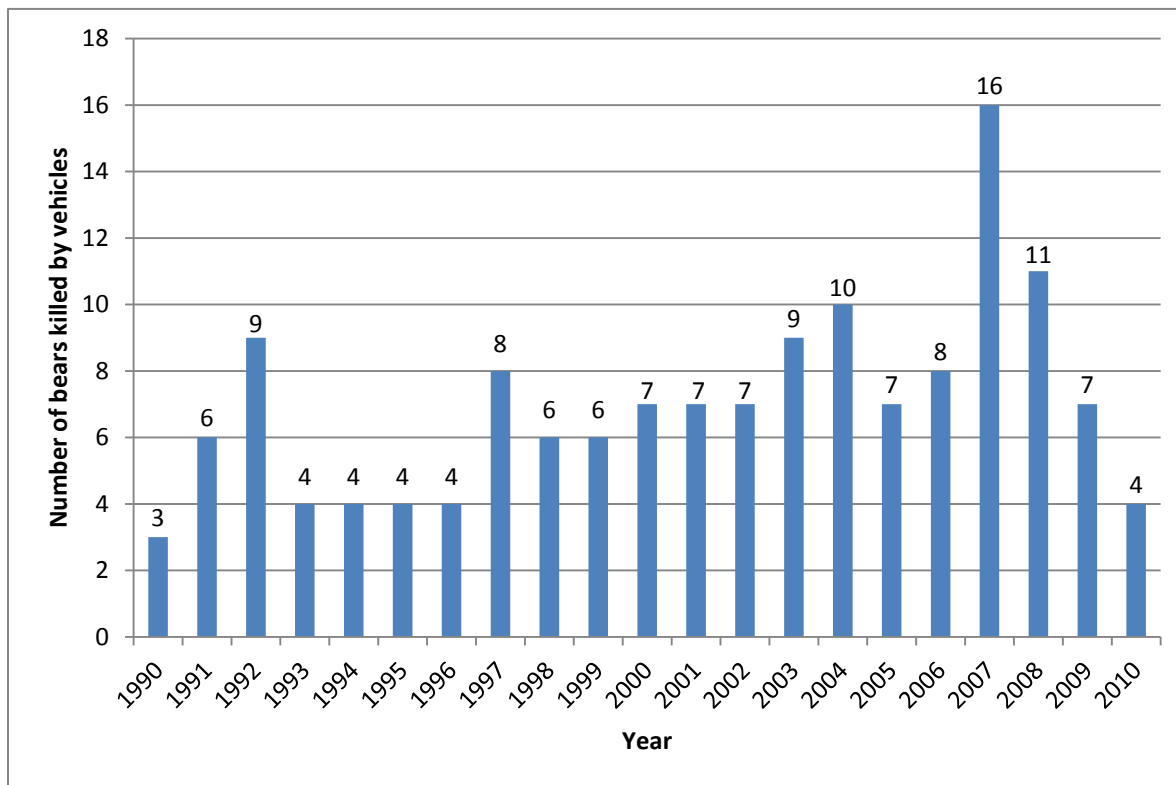
2729 **Figure 36. Bear-related reports received by FWC in the South Bear**
 2730 **Management Unit between 1990 and 2010 (n = 1,444).**

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Figure 37. Bear-related report types received by FWC in the South Bear Management Unit between 1990 and 2010 (n = 1,444).



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Figure 38. Number of bears killed by vehicles, or euthanized due to vehicle injuries, documented each year in the South Bear Management Unit between 1990 and 2010 (n = 147).

2740

2741 **CHAPTER 5: REGULATION AND ENFORCEMENT**2742 **Regulations**

2743 The major threats to long-term survival of bears are habitat loss and
2744 fragmentation and uncontrolled human-caused mortality. Prior to the delisting of
2745 the Florida black bear, four portions of Florida Administrative Code (F.A.C.)
2746 specifically addressed bears in an attempt to minimize those threats to the species.
2747 68A-4.001(3), F.A.C., makes it illegal to feed bears if that behavior can cause
2748 conflicts with people. 68A-12.004(12), F.A.C., restricts the sale or possession of bear
2749 parts. 68A-9.010(1), F.A.C., excludes black bears from qualifying as “nuisance
2750 wildlife” (i.e., wildlife causing property damage, posing a threat to safety, or causing
2751 an annoyance in a building) eligible to be taken pursuant to the rule. 68A-27.003,
2752 F.A.C., prohibits the take, possession, or sale of any species classified as Federally
2753 Endangered or Threatened or State Threatened. While the other provisions
2754 discussed above remain in effect, 68A-27, F.A.C., no longer applies to Florida black
2755 bears subsequent to the removal of the species from the State Threatened species
2756 list.

2757 In order to meet the objectives of this management plan and ensure that the
2758 bear will not again be classified as a State Threatened species, a new rule is
2759 proposed (68A-4.009, F.A.C.; Appendix VIII). This rule will prohibit unauthorized
2760 take of bears and establish the management plan as the guidance document for
2761 future habitat conservation and protection. The proposed rule makes it unlawful to
2762 take, possess, injure, shoot, wound, trap, collect, or sell bears or their parts except
2763 as specifically provided by FWC’s rules. “Take” for the purposes of 68A-4 is defined
2764 in 68A-1 and includes “attempting to take, pursuing, hunting, molesting, capturing,
2765 or killing” by any means. Given the potential for illegal trade in bear parts and
2766 bear hides, the level of specificity and detail in this rule are considered necessary to
2767 aid in successful enforcement and prosecution. The proposed rule provides criteria
2768 that FWC considers in the authorization of intentional take that will allow the
2769 continuation of local governments and other partners assisting FWC in bear

2770 management. The rule also affirms that FWC will continue to engage with private
2771 landowners and regulating agencies to guide future land use so that it is compatible
2772 with the goal and objectives of this plan.

2773 In order to ensure that the bear remains off Florida's Threatened Species list,
2774 sufficient quantity of habitat that is interconnected to allow for interaction among
2775 bear subpopulations will be essential to support stable or increasing bear numbers.
2776 To accomplish this aim, the rule ensures that FWC will continue to work with State
2777 regulatory agencies to avoid, minimize, and mitigate impacts to bear habitat from
2778 land development. FWC currently comments on land use changes to reduce
2779 negative impacts on wildlife species. There are a number of statutes and rules that
2780 relate to FWC's role in providing comments to regulatory agencies. FWC has and
2781 will continue to provide comments and technical assistance regarding bears and
2782 bear habitat to State regulatory agencies such as the departments of Environmental
2783 Protection and Transportation, Division of Community Planning, water
2784 management districts, as well as counties and municipalities.

2785 Section 20.331 of Florida Statutes (F.S.) provides FWC with commenting
2786 authority and requires that comments be "...based on credible, factual, scientific
2787 data...". While statutes make clear that FWC's comments are not binding on the
2788 regulatory agencies, they also indicate that comments from FWC are to be
2789 considered for consistency with the Florida Coastal Management Program under
2790 subsections 373.428, 380.23, and 403.507.

2791 The goal and objectives of the plan will be considered in development of agency
2792 technical assistance, best management practices, and formal comments. Proposed
2793 projects will be evaluated on how they might affect the ability to achieve
2794 conservation objectives of a related Bear Management Unit(s). Particular attention
2795 will be given to areas where bear subpopulations are not meeting stated
2796 conservation objectives,.

2797 **Penalties**

2798 The Florida Constitution provides that penalties for violating FWC rules are
2799 established by the Legislature, which has been done in Part VIII of F.S. Chapter
2800 379. Most relevant for this subject, F.S. §379.401 lays out a tiered system under
2801 which various violations are grouped and the applicable penalty is prescribed. The
2802 tiers are designated as Levels One through Four, with Level One equating to
2803 noncriminal infractions for which civil penalties can be levied by a court of law and
2804 Level Four representing those violations the Legislature has determined warrant
2805 punishment as a third degree felony.

2806 Unless otherwise specifically provided for, violations of FWC rules or orders
2807 constitute a Level Two violation. Therefore, violation of the new rule is considered
2808 a Level Two violation and as such is a misdemeanor. The specific fines and/or
2809 prison time is dependent on the specifics of the case and records (if any) of prior
2810 violations. Generally, the penalty for violation of this rule is less severe than the
2811 penalties for intentionally wounding or killing a State Threatened species, which is
2812 a felony. It is not anticipated that the change in penalty for intentionally killing or
2813 wounding a bear from the present felony to a misdemeanor will have a significant
2814 impact on illegal take of bears. In fact, in some jurisdictions it may prove to be
2815 easier to successfully prosecute a misdemeanor violation under the new rule given
2816 that some state attorneys are reluctant to prosecute for a possible felony conviction.
2817 If there is evidence that the reduced penalty is hindering the protection of bears, or
2818 undermining achieving the objectives of this plan, FWC will work with stakeholders
2819 to address possible statutory changes if they are deemed necessary and appropriate.

2820 **Enforcement**

2821 FWC's Division of Law Enforcement (LE) has the primary responsibility for
2822 enforcing conservation laws related to bears. Consistent and fair enforcement of
2823 regulations is important in helping the public and local governments share
2824 responsibility for reducing human-bear conflicts. The key to accomplishing this

2825 task is good communication and training for the involved agencies by FWC. The
2826 establishment of agency subject matter experts that will work and share
2827 responsibility with FWC under this plan is also important.

2828 Illegal intentional take of bears as defined in this plan and under the proposed
2829 bear rule could include such activities as poaching, shooting, chasing with dogs,
2830 illegal possession, or trafficking in bear parts. FWC LE works cooperatively with
2831 other sworn officers from counties and municipalities in investigating and
2832 prosecuting such cases. FWC LE and Bear Management Program staff will
2833 continue to work with local law enforcement officials to provide training and
2834 information regarding enforcement of the black bear rule.

2835 Of the four rules that apply directly to bears, the prohibition against feeding
2836 bears presents a particular challenge for enforcement. The purpose of this rule is to
2837 reduce the likelihood of conflict with bears and the creation of potential human
2838 safety risks. Unfortunately, people continue to intentionally and unintentionally
2839 feed bears, demonstrating a need to develop more effective approaches to address
2840 this issue. Both internal and external discussions regarding the specific language of
2841 the feeding prohibition rule have led FWC to add an action to this plan to determine
2842 if any changes in the rule could make it more effective (Table 10, Action 3.1.2).

2843 Effective and consistent enforcement, whether it comes from city, county or
2844 State regulations, will be paramount in achieving compliance at a level that will
2845 successfully reduce human-bear conflicts. In addition to the existing agency feeding
2846 rule (68A-4.001(3), F.A.C.), changes in local law enforcement and regulations need
2847 to be considered. City and county ordinances will be needed to ensure the level of
2848 responsibility by the public is both recognized and adequate to deter bears from
2849 seeking garbage or other attractants (see sample ordinance in Appendix VI).
2850 Existing regulations through local sanitation departments or public health entities
2851 can be used as well. Additionally, FWC's Wildlife Alert Hotline (1-888-404-3922)
2852 should be more widely advertised for people to report individuals in their
2853 community whose actions attract bears. Increasing awareness with a strong

2854 outreach effort and accountability practices will be critical in convincing area
2855 residents to recognize their role in reducing human-bear conflicts as well.

2856 Establishing an initial education phase in the enforcement philosophy provides
2857 individuals with a fair warning system. The initial phase is followed by
2858 management practices to increase the level of enforcement based on the violation
2859 and the true intent of the violator. Additionally, direct and constant coordination
2860 with the local jurisdiction and the judicial courts system with a complete
2861 understanding of the regulations, enforcement practices, and penalties are
2862 paramount in the accountability efforts needed to achieve effective, community-
2863 oriented enforcement practices.

2864 **Permitting Framework**

2865 FWC currently issues the following bear related permits and licenses: 1)
2866 Scientific Collection (Research/Salvage), 2) Permanent Possession of Captive
2867 Wildlife, 3) Wildlife Exhibit, 4) Rehabilitation Permits, and 5) Aversive
2868 Conditioning and Hazing. Those permits will continue to be issued under this plan.

2869 Permits and licenses associated with bears are processed and issued through
2870 several programs within FWC and therefore are maintained in separate databases.
2871 This process can create confusion for users and administrators of these permits and
2872 licenses. Additionally, several of the licenses are not linked to permits, which can
2873 create further confusion. A need exists to review, refine and update the existing
2874 policies, procedures, and guidelines for permits and licenses related to bears.

2875 Bear-related permits and licenses should be consolidated where applicable.
2876 Procedures should be developed that outline how to permit and/or license
2877 individuals or entities both internal and external to FWC. Additionally, permit and
2878 license timetables, expiration dates, inspections, and reviews should be reviewed
2879 and synchronized where feasible. New methodologies should be considered in an
2880 effort to encompass needed components for permitting or licensing. Those may
2881 include shifting staff resources to allow actions that have a clear and desired

2882 conservation benefit and value, recognizing new permits or licenses needed (e.g.,
2883 depredation permits), or designating a fee schedule. FWC has initiated a permit
2884 and licensing web application system that could minimize FWC staffing
2885 requirements and provide optimal customer service. Efforts such as the web-based
2886 system could streamline the bear-related permit and license processes, thereby
2887 reducing FWC staff time and improving the end user's perspective of the system
2888 and the agency.

2889 An additional enforcement need is to provide FWC staff, contracted individuals,
2890 and response partners with training so that FWC policies and protocols are
2891 administered correctly and uniformly statewide. These actions may require the
2892 creation of permits or licenses to involve contractors and response partners to assist
2893 FWC with responding to incidents involving bears and developing Bear Smart
2894 Communities.

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2897 **CHAPTER 6: IMPLEMENTATION STRATEGY**

2898 The bear management plan is for all of Florida, not just FWC. Complex natural
2899 resource problems cannot be solved by one government agency, or by government
2900 alone. Non-governmental organizations, business interests, and the citizens of
2901 Florida will play a significant role in implementing the bear management plan.
2902 While FWC's Bear Management Program will be responsible for overseeing
2903 implementation, FWC must coordinate and work together with others outside the
2904 agency for successful implementation of this management plan.

2905 **Implementation Schedule**

2906 This plan will commence the year in which it is adopted by FWC and was
2907 designed to be in use for ten years. The plan's goal and objectives (Chapter 4) are
2908 long term; therefore, actions may be adjusted to extend the life of the plan if it still
2909 meets the state's bear management needs at the end of the ten-year period.

2910 All of the actions located in Chapter 4 have attached timeframes from one to ten
2911 years. The action tables indicate the year(s) in which the action should be
2912 implemented and the anticipated completion year. Some of the actions are on a
2913 recurring schedule and will take place throughout the timeframe. Many of the
2914 actions depend on the completion of other actions before they can be implemented.
2915 Actions supporting the Habitat Objective, for example, are aimed at identifying
2916 functioning bear corridors between BMUs. Once these areas have been identified
2917 and prioritized, other actions may be implemented to investigate the conservation
2918 status of those areas, conduct outreach to private landowners, and explore long
2919 term conservation actions. Not all of the actions identified in this plan can be
2920 initiated or worked on simultaneously. It is important to note that many of the
2921 actions which can be implemented with existing resources could be enhanced and
2922 completed sooner if other resources were made available. While fully establishing
2923 and working with BBAGs in each BMU will require other resources, for example,

2924 there are some components of establishing these groups that can be accomplished in
2925 a few BMUs with existing resources (Table 12).

2926 **Current Resources for Implementation**

2927 FWC has been successful in bear conservation efforts by maximizing existing
2928 resources, and it is expected that many priority actions in this plan will be
2929 implemented with existing resources. FWC will continue to make appropriate
2930 efforts to secure additional resources to enhance and accelerate execution of this
2931 plan. FWC's Bear Management and Research Programs have four full-time
2932 employees and three temporary part-time employees that work solely on black
2933 bears with an operating budget of approximately \$143,000 per year. The Bear
2934 Management Program also has an internship program that hosts 15 to 20 students
2935 from local universities each year to complete management projects, perform
2936 outreach, and assist in database maintenance. Grants from the Conserve Wildlife
2937 Tag (CWT) license plate fund support the Bear Response Program, which is a group
2938 of 10 contracted, private individuals who assist with human-bear conflict
2939 management. In addition to the Bear Response Program, the CWT also funds other
2940 important bear management and research projects.

2941 Outside of the bear programs, there are many other Division, Section, and
2942 Office personnel involved in bear management. Over 40 FWC employees in the
2943 Terrestrial Habitat Conservation and Restoration Section (THCR) are available to
2944 respond to human-bear conflicts. The Northwest Region, for example, currently
2945 spends the equivalent to one full-time employee spread across 14 staff dealing with
2946 bears in some capacity each year. FWC also employs five temporary wildlife
2947 assistance biologists to assist the thousands of people who call FWC each year with
2948 questions or concerns about bears and other wildlife. Those positions form an
2949 information hub between the office and field personnel, relaying information to
2950 senior staff and dispatching employees when necessary. FWC's Office of
2951 Conservation Planning employs six staff members who review and draft comments
2952 on land use changes for review by Bear Management Program staff. Numerous

2953 officers with FWC Division of Law Enforcement provide critical outreach to the
2954 public about bears in addition to their enforcement roles. Staff with the Office of
2955 Community Relations is regularly involved with outreach efforts related to bears
2956 through press releases, media interviews, and creation of outreach materials.

2957 **Resource Considerations**

2958 The temporary and part-time staff currently involved in bear management
2959 activities provide critical services to FWC's bear program. Those positions are
2960 currently funded either from CWT funds or state trust funds, neither of which are
2961 dedicated to bears. The undedicated funding sources and high turnover rates for
2962 those positions create a challenge for FWC. If additional or redirected resources
2963 were available, changing those positions from temporary part-time to full-time
2964 would increase the positions' job security and benefits, which could reduce turnover
2965 and allow FWC to attract and maintain experienced staff in these important
2966 positions. Similarly, the contractors hired under the Bear Response Program do not
2967 have a dedicated funding source. The program has been funded with CWT grants
2968 since 2009, but has no assurances that those funds will remain available for this
2969 program.

2970 The bear program is fortunate it can rely on such a large number of FWC staff
2971 to be involved with bear management activities. In particular, the large number of
2972 THCR staff allows for an efficient statewide response to human-bear conflicts.
2973 However, THCR staff members have multiple job responsibilities and, under the
2974 current agency structure, cannot be expected to dedicate a large amount of their
2975 time on bear management activities on a regular basis.

2976 The plan calls for the creation of seven BMUs across the state to accommodate
2977 the different characteristics and issues of each of the main bear subpopulations.
2978 The plan proposes the creation of a BBAG for each of the seven BMUs. The BBAG
2979 would be a forum within which interested stakeholder groups could meet with FWC
2980 and provide their input on bear management issues. Resources will be required to

2981 create and staff BBAGs. There are a number of ways FWC could redirect internal
2982 programmatic resources to accomplish effective plan implementation without a
2983 significant increase in new resources. FWC could decide, for example, to consolidate
2984 bear management activities into a few staff positions. Those positions would have
2985 an increase in time dedicated to bear management while significantly reducing the
2986 amount of time the majority of other staff would spend on bear management
2987 activities. This approach would take advantage of existing experience with the local
2988 area and bear management issues while freeing up many more employees to focus
2989 on their workloads associated with their assigned wildlife management areas. An
2990 alternative strategy is to use a matrix management approach, where staff
2991 supervision changes depending on what activities they are conducting. An FWC
2992 staff person conducting a prescribed burn, for example, would be supervised under
2993 THCR. When that same person is trapping a bear, they would be supervised under
2994 the Bear Management Program. This approach allows staff to complete a variety
2995 tasks with confidence that their supervisor will have the expertise to guide them.

2996 Depending upon the level of implementation, the actions identified in the plan
2997 could cost the bear program an additional \$300,000 annually. Those costs could be
2998 met using additional funds or from reprioritizing existing funding within FWC. The
2999 action tables indicate which actions can be implemented with existing resources and
3000 which may require other resources. A fully detailed budget based on this plan will
3001 be developed at a later date; however, the plan offers four examples of action items,
3002 one from each of the four objectives, that would benefit from other resources (Table
3003 13). Each project has a firm basis to estimate costs and is also a high priority
3004 action. Costs are estimated over the ten-year timeframe of the plan, although not
3005 all projects would be active in each of the ten years.

3006 There are several avenues of securing additional resources outside of FWC if
3007 deemed appropriate for plan implementation. The first step is to propose a
3008 comprehensive budget with estimates on both staff and resources needed for full
3009 implementation of the actions listed in this plan. The plan would provide a

3010 **Table 13. Ten-year cost estimates for one action item from each**
 3011 **objective that would benefit from other resources for**
 3012 **implementation of the Florida Black Bear Management Plan.**

Objective	Description	Ten-Year Cost Estimate
Population	Subpopulation abundance estimates ^a	\$600,000
Habitat	Identify and prioritize landscape connections among subpopulations	\$100,000
Conflict Management	Bear Response Program annual contractor costs	\$500,000
Education and Outreach	Identify, recruit and assist communities in becoming Bear Smart Communities ^b	\$70,000

3013 ^a. There are five subpopulations that will not have had abundance estimates within two years of the
 3014 plan approval, and each estimate costs \$120,000 and takes three years to complete.

3015 ^b. Implementation of the Bear Smart Community (BSC) program assumes FWC can identify, within
 3016 each of the seven BMUs, four candidate areas and will assist at least one community in meeting the
 3017 BSC criteria.

3018
 3019 blueprint with which a detailed proposal can be built that will be part of more
 3020 formal requests to external funding sources. The approach most likely to be
 3021 successful in obtaining funds in the near term would be seeking various foundation
 3022 grants for specific bear management and research projects. Implementation of long
 3023 term management or research projects described in this plan, however, would only
 3024 be sustainable if the funds were either dedicated or in multi-year grants. For long-
 3025 term projects and sustained programs, FWC could submit a funding request for
 3026 increased legislative spending authority for bear conservation.

3027 FWC also can seek greater collaboration with public and private partners to
 3028 complete actions currently lacking outside support. FWC can implement specific
 3029 actions increasing existing external resources for FWC’s partners in bear
 3030 conservation. FWC can develop a strategy to increase sales of the CWT license
 3031 plate, for example, or steer corporate sponsorships, endowments, and donations to
 3032 the Wildlife Foundation of Florida’s ‘bear account’. These actions center on creating
 3033 formal partnerships to perform certain actions and finding funding to implement
 3034 them. Defenders of Wildlife, for example, has been a very active partner with FWC
 3035 on many occasions to assist with projects, but these funds are, of course, not

3036 dedicated and therefore cannot be relied on to support regular conservation
3037 activities. FWC can also attempt to match local sources of funding with localized
3038 bear conservation activities, like the Bear Smart Community program (Chapter 4,
3039 Education and Outreach).

3040 **Coordination with Other Efforts**

3041 Bears require large areas for sustainable populations, thus their needs
3042 overlap with hundreds of other species and therefore serve as an **umbrella species**
3043 in habitat conservation efforts. Coordination across various planning and
3044 conservation efforts will be critical to ensure effective use of limited resources. The
3045 additional 1.3 million acres of bear habitat needed to meet the minimum population
3046 objectives identified in this plan (Table 7) falls well within the range of acreages
3047 designated in other Florida planning efforts (Table 14). Many to nearly all of these
3048 bear habitat acres overlap with those in other plans. The Gopher Tortoise
3049 Management Plan (FWC 2007), for example, calls for the preservation of an
3050 additional 615,000 acres of habitat. This acreage, while not explicitly demarcated,
3051 falls largely within the same areas needed for bears. Careful consideration should
3052 be given to overlap priorities of proposed lands to maximize resources. FWC's bear
3053 programs, as currently staffed and funded, can perform some of the necessary
3054 duties, but more resources will be needed to fully coordinate with landscape
3055 conservation endeavors.

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3061 **Table 14. Landscape-scale wildlife habitat planning efforts in Florida.**

Effort / Plan	Total Acres	Total Private Acres
FWC Gopher Tortoise Management Plan	1,955,000	615,000
Florida Forever	2,009,182	2,009,182
FWC Black Bear Management Plan	7,530,536	1,263,944
FWC Closing the Gaps Report	11,700,000	4,820,000
FWC Integrated Wildlife Habitat Ranking System	14,628,639	6,054,082
The Nature Conservancy Florida Assessment	15,861,368	6,901,622
Critical Lands & Waters Identification Project (P1&P2)	25,093,930	10,709,354
Greenways and Trails Ecological Network	25,601,250	14,615,212

3062 **CHAPTER 7: ANTICIPATED IMPACTS**

3063 Humans and bears have interacted with one another throughout Florida's
3064 history. Florida's bears generally try to avoid contact with people but encounters do
3065 occur as a result of bears' large home ranges and adaptable behavior, and the land-
3066 use and lifestyle decisions of people. The development of residential communities in
3067 close proximity to bear populations and expanding bear range has created the
3068 potential for increased human-bear interactions. Negative human-bear interactions
3069 can occur when preferred bear foods are planted or maintained near homes, and
3070 when human food (e.g., unsecured garbage) is made easily available to bears.
3071 Interactions are more likely when natural bear foods become scarce, such as during
3072 years of drought or **mast** failure. This management plan addresses managing the
3073 impacts of society on bears as well as the effects bears have on people. In this
3074 section of the plan, the social, economic, and ecological impacts of implementing or
3075 not implementing this management plan will be considered.

3076 **Social Impacts**

3077 People value wildlife, including bears, for many reasons and their perspectives
3078 vary according to individual interests (Kellert 1980). Bears are charismatic animals
3079 and many people enjoy the opportunity to view bears (Kellert 1994, Jonker et al.
3080 1998, Bowman et al. 2001, Morzillo et al. 2007, Miller et al. 2008). Kellert (1994)
3081 offers that the positive attitudes people have about bears could be because bears are
3082 'phylogenetically similar to humans, intelligent, and aesthetically pleasing.' The
3083 overall impact of bears on society depends on how individuals with differing
3084 interests perceive and experience human-bear interactions (Kellert 1994).

3085 The European settlers in Florida valued bears mostly for practical reasons.
3086 They were used for their meat, hides, and other products but otherwise treated as
3087 vermin because people considered bears a threat to livestock and a competitor with
3088 humans for food. This viewpoint dominated people's interactions with bears well
3089 into the 20th century and likely resulted in severe reductions in the abundance of
3090 bears. In the second half of the 20th century, however, several factors led to a more

3091 positive attitude towards wildlife and predators in particular: a shift in the economy
3092 (from less to more sustainable); greater understanding of the ecological importance
3093 of predators (Bjerke and Kaltenborn 1999); and the listing of bears as a State
3094 Threatened species (GFC 1974). Despite this overall shift in the public opinion of
3095 bears, a wide range of attitudes towards bears still exists in Florida because of
3096 people's differing experiences with bears and varying interests in them (McDonald
3097 1998, Miller et al. 2008). Balancing such viewpoints in a management plan is
3098 challenging.

3099 The frequency and nature of a person's interactions with bears influences their
3100 opinion of those interactions as good or bad, and ultimately leads to an overall
3101 positive or negative view towards bears (Kellert 1994). For example, a beekeeper
3102 with an apiary near a forest might have low personal tolerance for bears, if bears
3103 caused severe and costly damage to the bee yard. On the other hand, urban
3104 residents traveling to the same forest to view black bears might perceive the bear
3105 population as too small if a bear is not seen while visiting. Determining the **social**
3106 **carrying capacity** for bears requires balancing benefits people gain from bears
3107 against human tolerance for negative human-bear interactions. Lower tolerance for
3108 bears in areas of higher human populations will limit bear populations before
3109 available resources become a limiting factor or the **biological carrying capacity**
3110 is reached (Kellert 1994). Measurements of social carrying capacity are somewhat
3111 subjective and involve a combination of social, economic, political and ecological
3112 perspectives.

3113 Implementation of this plan should result in fewer negative human-bear
3114 interactions and a higher social carrying capacity for bears. Residents may have a
3115 sense of ownership and increased responsibility for bears in their area if they are
3116 allowed to provide input into local bear management activities through programs
3117 such as BBAGs. Habitat conservation efforts on behalf of bears will provide many
3118 additional direct benefits to residents while negative human-bear interactions
3119 should decline as a result of changes in waste management policies by local
3120 governments and the potential relocation or removal of bears from areas of dense

3121 human populations. Education and outreach regarding living with bears is critical
3122 to the success of this plan. Although there has never been a life threatening injury
3123 or predatory attack by a black bear on a human in Florida, there have been over a
3124 dozen reported incidents of bears biting or scratching people. In those incidents, the
3125 bears were defending cubs, food, or themselves. Educating the public about bear
3126 behavior and what people can do to reduce bear activity in their neighborhoods
3127 should increase public safety.

3128 If, however, the management practices outlined in this plan are not
3129 implemented, there is a high likelihood of increasing negative interactions between
3130 bears and people. Without an outreach campaign to educate people on successfully
3131 living near bears, human food will continue to be available to bears, thus creating
3132 potential public safety issues. If current trends continue, the number of negative
3133 human-bear interactions may increase and could lead to a diminished opinion of
3134 bears by Floridians and subsequent lack of support for bear conservation. If
3135 residents are not allowed to be involved in local bear management decisions
3136 through practices such as BBAGs, there could be a lower social carrying capacity.

3137 **Economic Impacts**

3138 Positive economic benefits of bears may include the stimulation of local
3139 economies near bears and conservation easements for owners of occupied bear
3140 habitat, while negative economic impacts include property damage (including
3141 damage caused by vehicle-bear collisions) and the cost of bear management.

3142 Educational events such as the Florida Black Bear Festival in Umatilla attract
3143 visitors to rural areas. Such festivals can boost the local economy by providing
3144 opportunities for vendors to sell merchandise and promote their businesses. Bear-
3145 related activities can lead to the creation of private sector jobs and increase the
3146 sales of equipment, food, fuel, and lodging at local businesses, which then provides
3147 revenue to the State via sales taxes.

3148 The designation of bear scenic byways may further develop local economies by
3149 increasing the standing of an area and attracting more visitors. In February 2008,

3150 portions of State Roads 40 and 19 were designated as the Florida Black Bear Scenic
3151 Byway through a cooperative effort among Marion, Lake, Putnam, and Volusia
3152 county government officials, Ocala NF staff, and businesses, land owners, and local
3153 residents along the corridor. Byways such as this are eligible to receive Federal
3154 funding for the construction of informational kiosks and interpretive areas, and to
3155 apply for status as a National Scenic Highway.

3156 Another benefit of following the habitat conservation and management
3157 recommendations in this plan may be the economic stimulation of local communities
3158 through bear viewing opportunities. People enjoy visiting areas that afford
3159 opportunities to see bears. Surveys show visitors in the Great Smoky Mountains
3160 National Park preferred seeing a bear to seeing any other wildlife species
3161 (Burghardt et al. 1972). This attraction of people to bears can lead to positive
3162 economic impacts. In Florida, ecotourism near black bear populations may
3163 stimulate rural economies by attracting a portion of the State's annual 82 million
3164 tourists (Visit Florida 2009).

3165 Implementation of this plan also can result in economic benefits for large
3166 landowners of suitable bear habitat or who have bears on their land. FWC and
3167 members of BBAGs can assist landowners with negotiating conservation easements
3168 (i.e., tax saving programs associated with keeping their land in a natural state).

3169 Bears may be a financial liability when they interact negatively with humans,
3170 particularly if the interaction results in property damage. Property damage was
3171 reported in approximately 11 percent of complaints to FWC from 1980 through 2010
3172 (FWC, unpublished data, 2010). Vehicle-bear collisions are of particular concern
3173 because they not only result in property damage, but can also pose a human safety
3174 issue. Conservation actions such as warning signs, slower posted speed limits,
3175 fencing, and wildlife underpasses or elongated bridges reduce the risk of such
3176 collisions. The frequency and severity of other negative human-bear interactions
3177 can be reduced if the number of human-habituated bears declines. This can be
3178 achieved by decreasing the availability of human-provided foods. As the number of

3179 negative interactions between bears and humans drops, economic costs associated
3180 with property damage should also decline.

3181 The cost to agencies and local economies of implementing this plan is another
3182 potentially negative economic impact of bears. If meeting plan objectives requires
3183 large amounts of habitat to be purchased and placed in conservation, significant
3184 resources will be required. Alternatively, not implementing various aspects of this
3185 management plan could also result in significant economic costs to agencies and
3186 local economies. Without organized management efforts, bear ecotourism will be
3187 minimized, whereas human-bear conflicts will likely increase, particularly among
3188 rural communities and large landowners in bear range. Those individuals will have
3189 to incur the cost of repeated conflicts with bears, yet will receive limited economic
3190 benefits from them. An increase in human-bear conflicts will prove costly to
3191 agencies responsible for handling those complaints and is a significant threat to
3192 bear conservation efforts.

3193 **Ecological Impacts**

3194 Bears are an **umbrella species** because they require large home ranges and
3195 diverse natural plant communities, so preserving and managing healthy bear
3196 populations provides habitat for many other species as well. Additionally, corridors
3197 established and maintained for bears can be used by other species, either as
3198 corridors or as habitat. Bears also may serve an important ecological role in their
3199 communities as seed dispersers (Auger et al. 2002). Conserving bears and bear
3200 habitat ensures bears can continue such meaningful ecological roles.

3201 Although bears compete with other animals for certain foods such as acorns,
3202 and occasionally kill individual palms or small mammals, they are nutritional
3203 generalists that feed on a wide variety of foods based on seasonal availability
3204 (Maehr and Brady 1984). While there may be localized or seasonal impacts from
3205 increased bear numbers, no single plant or animal species would be considered
3206 vulnerable to an increased statewide bear population. Additionally, no species is
3207 reliant on bears as their primary source of prey.

3208 It is important to examine the likely ecological consequences of not
3209 implementing this management plan. Considering the high rate of urbanization
3210 and human population growth in Florida, a concerted effort is required to conserve
3211 native habitat and decrease habitat loss, degradation, and fragmentation. In
3212 addition to providing wildlife habitat, large forests offer benefits to people, which
3213 can include groundwater recharge, long-term storage of carbon dioxide, water
3214 filtration, flood water storage, wood products, and recreational opportunities (Allen
3215 et al. 2001). If the conservation actions detailed within this management plan are
3216 not acted on and adequate bear habitat is not conserved, bear subpopulations may
3217 decline and spatial and genetic isolation will increase. Populations of other flora
3218 and fauna reliant on the same intact habitat as bears will suffer similar fates, and
3219 the ecological services that benefit people will be reduced.

3220 As additional habitat is degraded and fragmented, bears will likely be forced to
3221 forage closer to human dwellings. Bears will become more habituated and food
3222 conditioned to people, causing the frequency and severity of human-bear conflicts to
3223 increase. Because those outcomes collectively could lead to a significant reduction
3224 in public support for bears, consequences to statewide conservation efforts could be
3225 far-reaching and drastic.

3226 Implementation of this plan should not only result in a healthy and genetically-
3227 connected bear population in Florida, it should also enhance the populations of a
3228 wide variety of other plants and animals.

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3611 APPENDIX I. BEAR MANAGEMENT UNIT, BEAR RANGE AND CORE COMPLAINTS IN FLORIDA COUNTIES.

3612 Table 15. Florida counties identified by Bear Management Unit (BMU), whether in primary (1)
3613 and/or secondary (2) or in neither bear range, and the number of core complaints received from
3614 the public by Florida Fish and Wildlife Conservation Commission in 2010.

County	BMU	1	2	2010 Core Complaints
Alachua	Central	No	Yes	0
Baker	North	Yes	Yes	2
Bay	E. Panhandle	Yes	Yes	47
Bradford	Central	No	Yes	1
Brevard	Central	No	Yes	3
Broward	South	No	Yes	0
Calhoun	E. Panhandle	Yes	Yes	2
Charlotte	S. Central	No	No	7
Citrus	Big Bend	Yes	Yes	8
Clay	Central	Yes	Yes	2
Collier	South	Yes	Yes	55
Columbia	North	Yes	Yes	3
De Soto	S. Central	No	No	0
Dixie	Big Bend	No	Yes	0
Duval	North	No	Yes	0
Escambia	W. Panhandle	No	No	2
Flagler	Central	Yes	Yes	1
Franklin	E. Panhandle	Yes	No	118

County	BMU	1	2	2010 Core Complaints
Gadsden	E. Panhandle	Yes	Yes	33
Gilchrist	Big Bend	No	No	0
Glades	S. Central	Yes	Yes	1
Gulf	E. Panhandle	Yes	No	15
Hamilton	North	Yes	Yes	0
Hardee	S. Central	No	Yes	1
Hendry	South	Yes	Yes	0
Hernando	Big Bend	Yes	No	2
Highlands	S. Central	Yes	Yes	3
Hillsborough	S. Central	No	No	0
Holmes	W. Panhandle	No	No	0
Indian River	S. Central	No	No	0
Jackson	E. Panhandle	No	No	3
Jefferson	E. Panhandle	Yes	Yes	4
Lake	Central	Yes	Yes	284
Lafayette	Big Bend	No	No	1
Lee	South	Yes	Yes	1
Leon	E. Panhandle	Yes	Yes	136

3615 **APPENDIX II. FLORIDA BLACK BEAR BIOLOGICAL STATUS REVIEW REPORT**

3616 **Biological Status Review**
3617 **for the**
3618 **Florida black bear**
3619 **(*Ursus americanus floridanus*)**
3620 **March 31, 2011**

3621
3622 **EXECUTIVE SUMMARY**
3623

3624 The Florida Fish and Wildlife Conservation Commission (FWC) directed staff to
3625 evaluate all species listed as Threatened or Species of Special Concern as of
3626 November 8, 2010 that had not undergone a status review in the past decade.
3627 Public information on the status of the Florida black bear was sought from
3628 September 17 to November 1, 2010. The members of a Biological Review Group
3629 (BRG) met on November 3-4, 2010. Group members were Walter McCown (FWC
3630 lead), Mel Sunquist (University of Florida, Emeritus), and Bill Giuliano (University
3631 of Florida) (Appendix 1). In accordance with rule 68A-27.0012, Florida
3632 Administrative Code (F.A.C.), the BRG was charged with evaluating the biological
3633 status of the Florida black bear using criteria included in definitions in rule 68A-
3634 27.001, F.A.C., and following the protocols in the *Guidelines for Application of the*
3635 *IUCN Red List Criteria at Regional Levels (Version 3.0)* and *Guidelines for Using*
3636 *the IUCN Red List Categories and Criteria (Version 8.1)*. Please visit
3637 <http://myfwc.com/wildlifehabitats/imperiled/listing-action-petitions/> to view the
3638 listing process rule and the criteria found in the definitions. Rule 68A-27.003,
3639 F.A.C., designates Florida black bears as State-designated threatened throughout
3640 the State, but excludes those found in Baker and Columbia counties and in
3641 Apalachicola National Forest. For the purposes of this review, however, we
3642 evaluated the taxon's status on a statewide basis, as the bears within these counties
3643 and national forest are not biologically distinguishable from those outside these
3644 areas, nor are they isolated by these areas' political boundaries.

3645
3646 In late 2010, staff developed the initial draft of this report which included BRG
3647 findings and a preliminary listing recommendation from staff. The draft was sent
3648 out for peer review and the reviewers' input has been incorporated to create this
3649 final report. The report, peer reviews, and information received from the public are
3650 available as supplemental materials at
3651 <http://myfwc.com/wildlifehabitats/imperiled/biological-status/>.

3652
3653 The BRG concluded from the biological assessment that the Florida black bear did
3654 not meet listing criteria. Based on the literature review, information received from
3655 the public, and the BRG findings, staff recommends that the Florida black bear not
3656 be listed as a Threatened species.
3657

Black Bear Management Plan

3658 This work was supported by a Conserve Wildlife Tag grant from the Wildlife
3659 Foundation of Florida. FWC staff gratefully acknowledges the assistance of the
3660 biological review group members and peer reviewers. Staff would also like to thank
3661 Karen Nutt who served as a data compiler on the species and contributed to this
3662 report.

3663

BIOLOGICAL INFORMATION

3664

3665 **Taxonomic Classification** – The Florida black bear was initially described by
3666 Merriam (1896) as a separate species based on its long skull and highly arched
3667 nasal bones. Subsequently, Hall and Kelson (1959) and Harlow (1961) recognized
3668 the Florida black bear as one of 16 subspecies of the American black bear.
3669

3670

3671 **Life History** – Florida black bears are uniformly black except for a tan or brown
3672 muzzle and occasionally a white chest patch (Maehr and Wooding 1992). Adult
3673 females weigh 130 to 180 lbs., and adult males usually weigh 250 to 350 lbs.
3674

3675

3676 The habitat used by Florida black bears is diverse and ranges from temperate plant
3677 communities in northwestern Florida to subtropical communities in southern
3678 Florida (Maehr and Wooding 1992, Land et al. 1994). Bears inhabit cypress
3679 swamps, cabbage palm forests, pine flatwoods, mixed hardwood swamps, sand pine
3680 scrub, mixed hardwood hammocks, mixed hardwood pine forests, oak scrub, pine
3681 plantations, upland hardwood forests, bay swamps, sandhill communities, and
3682 mangrove swamps (Hector 2003, Maehr and Wooding 1992). Bears are opportunistic
3683 omnivores, eating a wide variety of plant material including soft fruits, hard mast,
3684 and herbaceous material but also including insects and some vertebrates, (Maehr
3685 and Wooding 1992). Bears will alter their habitat use and home range size
3686 seasonally depending on food availability and reproductive status (Maehr and
3687 Wooding 1992, Ulrey 2008, Moyer et al. 2007).

3688

3689 Florida black bear females become sexually mature between 3 and 4 years of age
3690 (Garrison 2004). Mating takes place in June or July and females may mate with
3691 several males (Maehr and Wooding 1992). Reproductive females den for an average
3692 of 113 days beginning in mid-December to mid-January, emerging in late March to
3693 late April (Garrison 2004, Dobey et al. 2005). Dens are usually shallow depressions
3694 on the ground in dense thickets of shrubs and vines (Garrison 2004, Maehr and
3695 Wooding 1992). Cubs are born in January or February in litters of two to four
3696 offspring (Maehr and Wooding 1992, Dobey et al. 2005, Garrison et al. 2007). Cubs
3697 weigh six to eight pounds when they leave the den at ten weeks old (Garrison et al.
3698 2007). Cubs remain with their mother until they are 15-17 months old. Males
3699 disperse but females generally form a home range that overlaps their natal home
3700 range (Moyer et al. 2006). Variation in home range size and shape is influenced by
3701 the temporal and spatial distribution of food, reproductive status, and human
influences. Annual home ranges of female Florida black bears vary from 3.8 km² to

Black Bear Management Plan

3702 126.9 km² (Dobey et al. 2005, Moyer et al. 2007). Home range size for male black
3703 bears generally varies from 94 km² to 185 km² (Land et al. 1994, McCown et al.
3704 2004, Ulrey 2008).

3705
3706 **Geographic Range and Distribution** – The Florida black bear was historically
3707 widespread throughout mainland Florida and the southern portions of Georgia and
3708 Alabama (Maehr and Wooding 1992). Currently, there is one subpopulation in and
3709 around the Okefenokee National Wildlife Refuge in Georgia; one subpopulation
3710 near Mobile, Alabama; five large Florida subpopulations (Ocala/St. Johns, Osceola,
3711 Eglin, Apalachicola, and Big Cypress), and two small, remnant subpopulations in
3712 Florida (Chassahowitzka and Glades/Highlands) (Figure 1). This report assesses
3713 the portion of the Florida black bear population within the state of Florida.

3714
3715 Bear range in Florida was estimated (Simek et al. 2005) by dividing the state into a
3716 systematic grid of 4,447 ha (10,000 ac) cells based on estimates of minimum patch
3717 size needed for bears (Cox et al. 1994, Maehr et al 2001). The presence of bears was
3718 determined within each cell using 1999-2003 locations of nuisance and roadkill
3719 bears, captures, telemetry data, FWC's Wildlife Observation Data Base,
3720 observations from FWC personnel, and interviews with owners or managers of large
3721 land holdings. Based on these data, each grid cell was coded to document the
3722 distribution of bears as either breeding range (females present) or non-breeding
3723 range (no females documented). The extent of the calculated breeding range was
3724 26,099 km² and the nonbreeding range was estimated to be 19,306 km². Within this
3725 document, breeding range is considered to be equivalent to the IUCN term Area of
3726 Occupancy (AOO), and the breeding range and the non-breeding range combined
3727 (45,405 km²) are considered to be equivalent to the IUCN term Extent of
3728 Occurrence (EOO).

3729
3730 Within Florida the largest expanse of virtually unoccupied, but apparently suitable,
3731 bear habitat is in the Big Bend Region. Deforestation and persecution by humans
3732 in the early to mid- 1900s were probably the primary factors contributing to the
3733 extirpation of bears there. Subsequent regrowth and replanting of forest cover,
3734 however, has improved the potential habitat quality for bears in the area. Hctor
3735 (2006) modeled the probability of occupancy of black bear habitat in Florida based
3736 upon land cover type, patch size, distance from habitat patches, and connectivity
3737 and size of large habitat mosaics. A conservative estimate of potential density (0.08
3738 – 0.10 bears/km²) for the 5, 949 km² of the best bear habitat in the Big Bend
3739 suggests this area could support 475 – 590 bears. It currently supports < 100 bears
3740 (FWC unpublished data). Although female bears normally establish home ranges
3741 that overlap their natal home ranges (Moyer et al. 2006) and thus are poor
3742 dispersers, the Big Bend shares a landscape connection with currently occupied
3743 bear range in Apalachicola National Forest and is likely to support more bears over
3744 time.

3745

Black Bear Management Plan

3746 Although the black bear is widespread in Florida, its distribution is fragmented
3747 with limited landscape connectivity or genetic exchange between subpopulations
3748 (Dixon et al. 2007, Maehr and Wooding 1992). Black bears in Florida currently
3749 inhabit 18% of their historic range totaling approximately 45,405 km² (17,531 mi²)
3750 (EOO), within which reproduction occurs on approximately 26,000 km² (10,077 mi²)
3751 (AOO) (Figure 1).

3752
3753 **Population Status and Trend** – The full black bear species, *Ursus americanus*, is
3754 currently listed as Least Concern by the IUCN because “this species is widespread,
3755 with a large global population estimated at more than twice that of all other species
3756 of bears combined. Moreover, in most areas populations are expanding numerically
3757 and geographically. Threats exist only in a few isolated places” (Garshelis et al.
3758 2008).

3759
3760 The sub-species of black bear in Florida became listed as a state Threatened species
3761 in 1974 but remained a game animal on private lands in Baker and Columbia
3762 counties, on the Osceola and Apalachicola national forests, and on Tyndall Air Force
3763 Base (through 1976). The threatened designation was removed from bears in Baker
3764 and Columbia counties and Apalachicola National Forest in 1978 and regulations
3765 were established prohibiting the hunting of threatened species in 1979 (GFC 1993).
3766 As a result, the black bear is currently listed as a Threatened species by the State of
3767 Florida except in Baker and Columbia counties and Apalachicola National Forest.
3768 For the purposes of this review, however, we evaluated the taxon’s status on a
3769 statewide basis as the bears within these counties and national forest are not
3770 biologically distinguishable from those outside these areas, nor are they isolated by
3771 these areas’ political boundaries.

3772
3773 Obtaining a reliable population estimate of black bears is challenging. They are
3774 reclusive animals with large home ranges and inhabit remote, densely forested
3775 habitats making direct counts impractical. Mark-recapture population estimation
3776 techniques, however, are available that are reliable and scientifically sound
3777 (Williams et al. 2002). These techniques have been used in combination with
3778 genetic analyses that allow identification of individual animals to provide accurate
3779 population estimates of a wide array of species (Luikart et al. 2010, Guschanski et
3780 al. 2009). This approach was used to estimate abundance of bears in the breeding
3781 range (AOO) of five subpopulations in the state in 2002. Study areas within
3782 representative habitat were selected in the Eglin, Apalachicola, Osceola, Ocala/St.
3783 Johns, and Big Cypress subpopulations. Mark-recapture techniques provided an
3784 abundance estimate for each study area, and, using the effective study area size, a
3785 density estimate was obtained. The density estimate for each study area was then
3786 extrapolated across the previously identified breeding range (AOO) to obtain an
3787 abundance estimate for each subpopulation. The abundance of bears outside of the
3788 breeding range (AOO) was not estimated. Resulting abundance estimates for 2002
3789 were: Apalachicola 568 bears; Big Cypress 697 bears; Eglin 82 bears; Ocala/St.

Black Bear Management Plan

3790 Johns 1,025 bears; and Osceola 256 bears (Simek et al. 2005). Bear abundance in
3791 the Chassahowitzka (20 bears; Orlando 2003) and Glades-Highlands (175 bears;
3792 John Cox Univ. of Kentucky 2009 pers. comm.) subpopulations were estimated from
3793 field studies. The total population estimate, therefore, was 2,823 + 59 (SE).

3794

3795 Early estimates of black bear abundance in Florida (Figure 2) were primarily
3796 opinions of FWC species experts with input from local staff and, therefore, may not
3797 have been as reliable as the 2002 estimates. The various estimates do, however,
3798 suggest an increase in bear numbers over the past three decades. This apparent
3799 increase is corroborated by the increase in nuisance bear calls during that time
3800 (Figure 3) and by the increase in distribution (Figure 4). It is likely the black bear
3801 population in Florida will continue to increase over the next 24 years due to
3802 extensive conservation efforts and suitable habitat (Hoctor 2006) that is currently
3803 unoccupied but adjacent to occupied range.

3804

3805 **Quantitative Analyses** – Maehr et al. (2001) used the program VORTEX 8.21
3806 (Lacy et al. 1995) and data from individual subpopulations to predict a zero (0.0)
3807 probability of extinction for the Eglin, Apalachicola, Osceola, Ocala and Glades-
3808 Highlands populations and 0.2 – 0.4 percent chance of extinction for the
3809 Chassahowitzka population within the next 100 years. Hostetler et al. (2009) used
3810 specific demographic data gathered from long term research to estimate that the
3811 Ocala subpopulation was growing at 1-2% per year.

3812

BIOLOGICAL STATUS ASSESSMENT

3813

3814
3815 **Threats** – The greatest threats to Florida black bears are habitat loss and
3816 degradation and negative interactions with people. The Florida black bear is
3817 particularly vulnerable to habitat loss because of its large home range sizes, low
3818 population size and density, and low productivity (Hostetler et al. 2009, Maehr and
3819 Wooding 1992). Its habitat is also degraded by fragmentation from roads and
3820 development, which results in additional threats from increased interactions with
3821 humans and their vehicles (Hostetler et al. 2009, Maehr and Wooding 1992).
3822 Incompatible land management can also result in degradation of habitat quality.
3823 Commercial saw palmetto (*Serenoa repens*) berry harvesting and fire management
3824 regimes benefitting other species may remove important resources utilized by black
3825 bears (Maehr et al. 2001, Stratman and Pelton 2007). Although these practices do
3826 not threaten black bear populations statewide, they may lower the biological
3827 carrying capacity of some local areas.

3828

3829 The FWC addresses habitat loss and degradation in a number of ways. FWC
3830 employees provide comments and information to other agencies and non-
3831 governmental organizations to help identify and conserve parcels of high value to
3832 bears. They provide comments on county comprehensive plans and developments of
3833 regional impact in bear range and have published a wildlife conservation guide for

Black Bear Management Plan

3834 planners, developers, and consultants seeking to reduce impacts of development on
3835 bears. They periodically update and refine bear distribution maps for use in
3836 conservation planning, have identified landscape level corridors between bear
3837 subpopulations and promoted their conservation, and will begin research in 2011 to
3838 identify high-value conservation lands in the Ocala to Osceola corridor. They have
3839 identified FWC-managed lands that support bears, produced a priority list of areas
3840 to be managed to benefit bears, and incorporated conservation measures in the
3841 Wildlife Conservation Prioritization and Recovery Plans for these areas. FWC bear
3842 staff provides guidelines for managing bear habitat to land managers and is
3843 cooperating with plant monitoring staff to develop quantitative descriptions of
3844 optimal conditions for bears in major plant communities in Florida that will be
3845 provided to managers of critical bear habitat. The FWC funded a synthesis of
3846 available literature on management of saw palmetto and scrub palmetto (*Sabal*
3847 *etonia*), critical components of Florida black bear habitat. FWC bear staff also
3848 provides instruction on managing habitat to benefit bears at multi-agency
3849 prescribed fire workshops.

3850

3851 Human-bear interactions have increased in Florida due to greater populations of
3852 both bears and humans (Figure 3). Although some human/bear encounters are
3853 positive or neutral in their outcome, many are negative and can lead to death of the
3854 bear through vehicle collisions, illegal killing, or euthanasia (Annis 2008, Hostetler
3855 et al. 2009, Maehr et al. 2004, McCown et al. 2009). Furthermore, increased
3856 conflicts between humans and bears could lead to devaluation of the bear among
3857 Florida citizens, which could threaten bear conservation efforts in the State.

3858

3859 Documented bear mortality is largely due to human factors (Hostetler et al. 2009,
3860 Land et al. 1994). Bears are illegally killed or hit by vehicles. Bears come into
3861 contact with humans more frequently in highly fragmented habitat, and human-
3862 caused mortality in such habitat can be significant (Brown 2004, Hostetler et al.
3863 2009). For example, adult female bears living adjacent to Ocala National Forest
3864 experienced levels of mortality that would not have been sustainable in a smaller,
3865 isolated population (McCown et al. 2004). Although the FWC documented 140
3866 bears illegally killed in Florida between 1989 and 2009, a rate of 7 bears per year,
3867 the total number of bears killed each year is unknown. The statewide mortality
3868 rate due to roadkill was 4.8% in 2002 (Simek et al. 2005). Roadkills can be
3869 significant to small isolated populations but do not limit larger populations.
3870 Populations of black bears that are demographically similar to Florida black bears
3871 (breed at 3 years of age, females have 2 cubs every other year) can sustain an
3872 absolute annual mortality of up to 23% before the populations begin to decline
3873 (Bunnell and Tait 1980).

3874

3875 FWC staff works to reduce human/bear conflicts with multiple partners on a
3876 number of fronts. In 2010, staff and contract employees responded to more than
3877 4,000 bear-related calls from the public with technical assistance, site visits, bear

Black Bear Management Plan

3878 deterrent equipment loans, or, when warranted, trapping and removing problem
3879 bears (translocation or euthanasia). Responses included canvassing neighborhoods
3880 with frequent bear interactions and meeting one-on-one with residents to provide
3881 information on avoiding conflicts. FWC staff provides bear aversive-conditioning
3882 training to municipal, county, and state law enforcement personnel to enlist their
3883 help in deterring problems. Staff works with stakeholders to produce bear festivals
3884 in areas of high human-bear interactions and provides bear educational
3885 presentations to schools and civic groups., The FWC produced a video, “Living with
3886 the Florida Black Bear,” to allow educators and civic groups to share the message
3887 with their students and constituents. Staff worked with Defenders of Wildlife to
3888 produce and update the Black Bear Curriculum Guide, which helps elementary
3889 school students learn math, science, and history while learning about bears. The
3890 FWC has partnered with local governments and waste management companies to
3891 make garbage less accessible to bears and bear-resistant trash containers more
3892 available to homeowners and created and enforces a wildlife feeding rule. The draft
3893 black bear management plan, currently in preparation, calls for the creation of
3894 “Bear Smart” communities where the FWC will work with local governments,
3895 businesses, and residents to reduce bear conflicts and serve as a model for other
3896 communities.

3897
3898 In an effort to reduce bear mortality resulting from vehicle collisions, the FWC
3899 maintains a database of all roadkills. Staff uses this information to coordinate with
3900 the Florida Department of Transportation (FDOT) to identify and mitigate chronic
3901 roadkill hot spots and provide comments on road projects in bear range. The FDOT
3902 has constructed more than 24 large wildlife underpasses along highways targeting
3903 Florida panthers and/or black bears as a result. These structures have proven
3904 effective in reducing mortality of bears from vehicular collisions. Additionally,
3905 plans for future traffic enhancement projects in critical bear roadkill areas have
3906 incorporated wildlife underpasses that target bears in the design phase.

3907
3908 FWC documents basic demographic parameters of black bear subpopulations. Bear
3909 staff works to update and refine bear distribution. FWC provides guidelines for
3910 managing bear habitat to land managers. FWC bear staff has identified landscape
3911 level corridors between bear populations and promoted their conservation. FWC
3912 will begin research in 2011 to identify high-value conservation lands in the Ocala to
3913 Osceola corridor.

3914
3915 **Population Assessment** – Findings from the Biological Review Group are
3916 included in the Biological Status Review Information Findings and Regional
3917 Assessment tables following.

3918
3919
3920
3921

Black Bear Management Plan

3922 **LISTING RECOMMENDATION**

3923

3924 The BRG concluded that the Florida black bear did not meet listing criteria. Staff,
3925 therefore, recommends that the black bear not be listed as a Threatened species.

3926

3927 **SUMMARY OF THE INDEPENDENT REVIEW**

3928

3929 Comments were received from five reviewers: Dr. Dave Garshelis, Minnesota
3930 Department of Natural Resources, co-chair IUCN Bear Specialist Group; Dr. Madan
3931 Oli, Professor, Department of Wildlife Ecology and Conservation, University of
3932 Florida; Dr. Michael Pelton, Professor Emeritus, Department of Forestry, Wildlife
3933 and Fisheries, University of Tennessee; Dr. Frank van Manen, US Geological
3934 Survey, University of Tennessee, President International Association for Bear
3935 Research and Management; and Stephanie Simek, Mississippi State University and
3936 former FWC Bear Management Section leader. Their reviews can be found at
3937 MyFWC.com. All of the reviewers supported the findings of the BRG. Appropriate
3938 editorial changes were made and additional information was added as suggested by
3939 the reviewers. Specific comments and staff's responses are as follows:

3940

3941 Three reviewers questioned the validity of the population viability analysis (PVA)
3942 conducted by Root and Barnes (2006) because it used inappropriate parameters and
3943 because it modeled one connected statewide population instead of individual
3944 subpopulations.

3945

3946 *Discussion of the results from this PVA was removed. References to results from one*
3947 *other PVA based on subpopulations and a specific population model were added.*

3948

3949 One reviewer suggested that more detail be provided on parameter estimates,
3950 assumptions, data, etc. used in the models.

3951

3952 *This detail is available in the cited references, and its inclusion would be beyond the*
3953 *scope of this report.*

3954

3955 Two reviewers suggested caution in interpreting estimates of bear abundance prior
3956 to 2002 because the methods used were subjective and not scientifically valid.

3957

3958 *Staff acknowledges the limitations of these estimates and provided comments in the*
3959 *report to reflect this.*

3960

3961 Two reviewers noted the trend in nuisance bear incidents might support the
3962 contention that bear numbers had increased.

3963

3964 *A figure reflecting the increase in calls concerning bears received by the FWC was*
3965 *added to the report.*

Black Bear Management Plan

3966
3967 One reviewer noted that the number of bears killed on highways over time was not
3968 included in the report but may be an indicator of population status.
3969
3970 *When staff examined the trend of bears killed on the highways, it was more*
3971 *suggestive of traffic level trends than of bear abundance trends.*
3972
3973 Two reviewers noted that the method used to estimate 2002 bear abundance likely
3974 provided a conservative estimate, and one suggested re-analysis of the data using
3975 alternative methodologies.
3976
3977 *Staff concurs with these comments. The FWC only estimated bear numbers within*
3978 *five breeding ranges (AOO), and thus it was not an estimate of all bears in Florida.*
3979 *Text was added to emphasize that bears outside of these areas were not estimated.*
3980 *Further, staff notes that male bears comprised 55% of all sampled bears despite the*
3981 *fact that males experience a higher mortality rate than female bears and, as a result,*
3982 *there should be fewer of them. Correction factors to account for this gender-based*
3983 *behavioral response would likely result in an increase in the estimate and, therefore,*
3984 *would not change the findings of this report. Also, time did not allow re-analysis of*
3985 *the mark-recapture data for this review.*
3986
3987 Two reviewers noted that the IUCN criteria rely on an estimate of the number of
3988 mature (capable of reproduction) individuals while FWC estimates of bear
3989 abundance do not distinguish mature individuals from immature individuals.
3990
3991 *Due to their small stature, cubs were unlikely to leave hair tufts on barbed-wire*
3992 *strands 25 and 50 cm. above the ground and, therefore, were unlikely to be included*
3993 *in the population estimates. Staff acknowledges that reproductively immature*
3994 *animals (1-2 year old bears) were included in the estimates. However, we note that,*
3995 *overall, the technique provides a conservative estimate (as two reviewers noted).*
3996 *Although generating a revised estimate based upon an untested correction factor to*
3997 *include only mature individuals would reduce the population estimate, it likely*
3998 *would not change the population trend or the finding of this report (i.e., it is unlikely*
3999 *the population estimate would be fewer than 1,000 mature individuals).*
4000
4001 One reviewer recommended an alternative method for calculating and presenting
4002 variation in the statewide population estimate.
4003
4004 *Calculations were revised as recommended and changes were made to the document.*
4005
4006 Two reviewers noted there was no mention of habitat management conducted to
4007 benefit bears.
4008
4009 *A summary of habitat management efforts by FWC to benefit bears was added.*

Black Bear Management Plan

4010
4011 One reviewer suggested that the document should explain why the black bear is not
4012 listed as Threatened in Baker and Columbia counties and Apalachicola National
4013 Forest.

4014
4015 *Staff was unable to find documentation as to why bears in these areas were not listed*
4016 *as Threatened.*

4017
4018 One reviewer suggested the variation between the criteria used to initially list the
4019 sub-species and the current IUCN criteria be reviewed.

4020
4021 *The criteria used to initially list the sub-species are not available.*

4022
4023 One reviewer suggested that, because the population of bears in Florida is
4024 fragmented into several subpopulations, the IUCN criteria may be too lax to provide
4025 any meaning for the long-term conservation of black bears within the State, and
4026 suggested a few of the subpopulations might meet the IUCN criteria for listing if
4027 the criteria were applied to them.

4028
4029 *The IUCN criteria were developed by numerous experts and tested worldwide on*
4030 *30,000 species. The decision to use these criteria to assess the biological status of 61*
4031 *state-listed species was a result of extensive stakeholder involvement in development*
4032 *of the listing process. The task assigned to the BRG of evaluating the status of the black bear*
4033 *statewide in Florida was based on this process as specified in rule 68A-27.0012, F.A.C. The criteria*
4034 *include measures of geographic range, fragmentation, and subpopulation structure. Staff, therefore,*
4035 *believes application of these criteria to assess the status of the Florida black bear on a statewide basis is*
4036 *appropriate.*

4037
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Black Bear Management Plan

4176

Biological Status Review Information Findings		Species/taxon:		Florida black bear (<i>Ursus americanus floridanus</i>); Entire population.
Date:			11/3/2010	
Assessors:			Walter McCown, Mel Sunquist, and Bill Giuliano	
		Generation length:		8.0 (based on ~ 500 ♀ in FWC database > 4.0 y.o. = 7.4)
Criterion/Listing Measure	Data/Information	Data Type*	Criterion Met?	References
*Data Types - observed (O), estimated (E), inferred (I), suspected (S), or projected (P). Criterion met - yes (Y) or no (N).				
(A) Population Size Reduction, ANY of				
(a)1. An observed, estimated, inferred or suspected population size reduction of at least 50% over the last 10 years or 3 generations, whichever is longer, where the causes of the reduction are clearly reversible and understood and ceased ¹	Numbers have been increasing over the past 24 years (3 generations)	S	No	GFC Historical population estimates, Pelton and Nichols 1972, Kasbohm 2004, and others (see Figures 2-4).
(a)2. An observed, estimated, inferred or suspected population size reduction of at least 30% over the last 10 years or 3 generations, whichever is longer, where the reduction or its causes may not have ceased or may not be understood or may not be reversible ¹	Numbers have been increasing over the past 24 years (3 generations)	S	No	GFC Historical population estimates, Pelton and Nichols 1972, Kasbohm 2004, and others (see Figures 2 -4).

Black Bear Management Plan

(a)3. A population size reduction of at least 30% projected or suspected to be met within the next 10 years or 3 generations, whichever is longer (up to a maximum of 100 years) ¹	Expected to increase over next 24 years due to conservation efforts and suitable vacant habitat	P	No	Hector 2006
(a)4. An observed, estimated, inferred, projected or suspected population size reduction of at least 30% over any 10 year or 3 generation period, whichever is longer (up to a maximum of 100 years in the future), where the time period must include both the past and the future, and where the reduction or its causes may not have ceased or may not be understood or may not be reversible. ¹	Numbers have been and continue to increase due to conservation efforts and suitable vacant habitat.	P	No	Hector 2006
¹ based on (and specifying) any of the following: (a) direct observation; (b) an index of abundance appropriate to the taxon; (c) a decline in area of occupancy, extent of occurrence and/or quality of habitat; (d) actual or potential levels of exploitation; (e) the effects of introduced taxa, hybridization, pathogens, pollutants, competitors or parasites.				
(B) Geographic Range, EITHER				
(b)1. Extent of occurrence < 20,000 km ² (7,722 mi ²) OR	EOO > 7,722 mi ² (17,531 mi ²)	E	No	Simek et al. 2005
(b)2. Area of occupancy < 2,000 km ² (772 mi ²)	AOO > 772 mi ² (10,077 mi ²)	E	No	Simek et al. 2005
AND at least 2 of the following:				
a. Severely fragmented or exist in ≤ 10 locations				
b. Continuing decline, observed, inferred or projected in any of the following: (i) extent of occurrence; (ii) area of occupancy; (iii) area, extent, and/or quality of habitat; (iv) number of locations or subpopulations; (v) number of mature individuals				

Black Bear Management Plan

c. Extreme fluctuations in any of the following: (i) extent of occurrence; (ii) area of occupancy; (iii) number of locations or subpopulations; (iv) number of mature individuals				
(C) Population Size and Trend				
Population size estimate to number fewer than 10,000 mature individuals AND EITHER	2,212 – 3,433 bears	E	Yes	Simek et al. 2005
(c)1. An estimated continuing decline of at least 10% in 10 years or 3 generations, whichever is longer (up to a maximum of 100 years in the future) OR	Has increased for more than last 24 years. Expected to increase over next 24 years due to conservation efforts and suitable vacant habitat.	P	No	
(c)2. A continuing decline, observed, projected, or inferred in numbers of mature individuals AND at least one of the following:	Has increased. Expected to increase over next 24 years due to conservation efforts and suitable vacant habitat.	P	No	
a. Population structure in the form of EITHER				
(i) No subpopulation estimated to contain more than 1000 mature individuals; OR				
(ii) All mature individuals are in one subpopulation				
b. Extreme fluctuations in number of mature individuals				
(D) Population Very Small or Restricted, EITHER				
(d)1. Population estimated to number fewer than 1,000 mature individuals; OR	2823 + 59 bears	E	No	Simek et al. 2005

Black Bear Management Plan

(d)2. Population with a very restricted area of occupancy (typically less than 20 km ² [8 mi ²]) or number of locations (typically 5 or fewer) such that it is prone to the effects of human activities or stochastic events within a short time period in an uncertain future	AOO > 8 mi ² (10,077 mi ²) and locations > 5.	E	No	Simek et al. 2005
(E) Quantitative Analyses				
e1. Showing the probability of extinction in the wild is at least 10% within 100 years	Probability of extinction ~ zero	E	No	Maehr et al. 2001
Initial Finding (Meets at least one of the criteria OR Does not meet any of the criteria)				
Does not meet any criteria				
Reason (which criteria are met)				
Is species/taxon endemic to Florida? (Y/N)				
No				
If Yes, your initial finding is your final finding. Copy the initial finding and reason to the final finding space below. If No, complete the regional assessment sheet and copy the final finding from that sheet to the space below.				
Final Finding (Meets at least one of the criteria OR Does not meet any of the criteria)				
Reason (which criteria are met)				
The Florida black bear does not meet any of the criteria.				

Black Bear Management Plan

4177 **Additional information:** In regards to Criterion C2, the team recognized and
4178 discussed the potential for habitat loss predicted by Wildlife 2060 to affect the
4179 finding for this criterion. Bear populations are centered on large parcels of
4180 conserved public lands. However, the predicted loss of non-conserved habitat will
4181 be significant and will negatively impact currently occupied bear range and, we
4182 inferred, bear numbers. Hard boundaries between bear range and urban
4183 development will be created which will increase human-bear interactions which will
4184 increase the mortality rate of bears on the fringe of conserved bear habitat. This
4185 situation would likely contribute to a reduction in bear numbers from current
4186 estimates. Since the 2002 estimate for our largest subpopulation (Ocala) currently
4187 straddles the 1,000 mature individuals trigger for c2a(i), a reduction in bear
4188 numbers in the future could cause this criterion to be met. However, there is no
4189 current decline in bear numbers occurring, thus a decline cannot continue (since it
4190 does not now exist) (IUCN guidelines p. 26). The team thought that if a decline
4191 occurs due to the events predicted by Wildlife 2060, the full impact will occur
4192 further out than the specified time horizon of 3 generations. Further, the team
4193 thought the potential future reduction in bear numbers would be mitigated
4194 somewhat by the occupancy over time of > 1 million acres of currently unoccupied
4195 and under-occupied but suitable bear habitat (Hector 2006) in the Big Bend region.
4196 The Big Bend region is adjacent to currently occupied bear range (Apalachicola) and
4197 not predicted to be greatly affected by potential 2060 impacts. Additionally, the
4198 potential loss should be mitigated by the current and planned conservation efforts
4199 outlined in Current Management (above) and in the black bear management plan
4200 which is under development. After the discussion the team was unanimous that
4201 bears did not meet this criterion.

Black Bear Management Plan

Appendices

4202
4203

1	Biological Status Review Information Regional Assessment	<u>Species/taxon:</u>	Florida black bear (<i>Ursus americanus floridanus</i>) Entire population
2	<u>Date:</u>	11/3/10	
3	<u>Assessors:</u>	Walter McCown, Mel Sunquist, and Bill Giuliano	
4			
5			
6			
7			
8	<u>Initial finding</u>	Supporting Information	
9			
10	2a. Is the species/taxon a non-breeding visitor? (Y/N/DK). If 2a is YES, go to line 18. If 2a is NO or DO NOT KNOW, go to line 11.	N	
11	2b. Does the Florida population experience any significant immigration of propagules capable of reproducing in Florida? (Y/N/DK). If 2b is YES, go to line 12. If 2b is NO or DO NOT KNOW, go to line 17.	N	
12	2c. Is the immigration expected to decrease? (Y/N/DK). If 2c is YES or DO		

Black Bear Management Plan

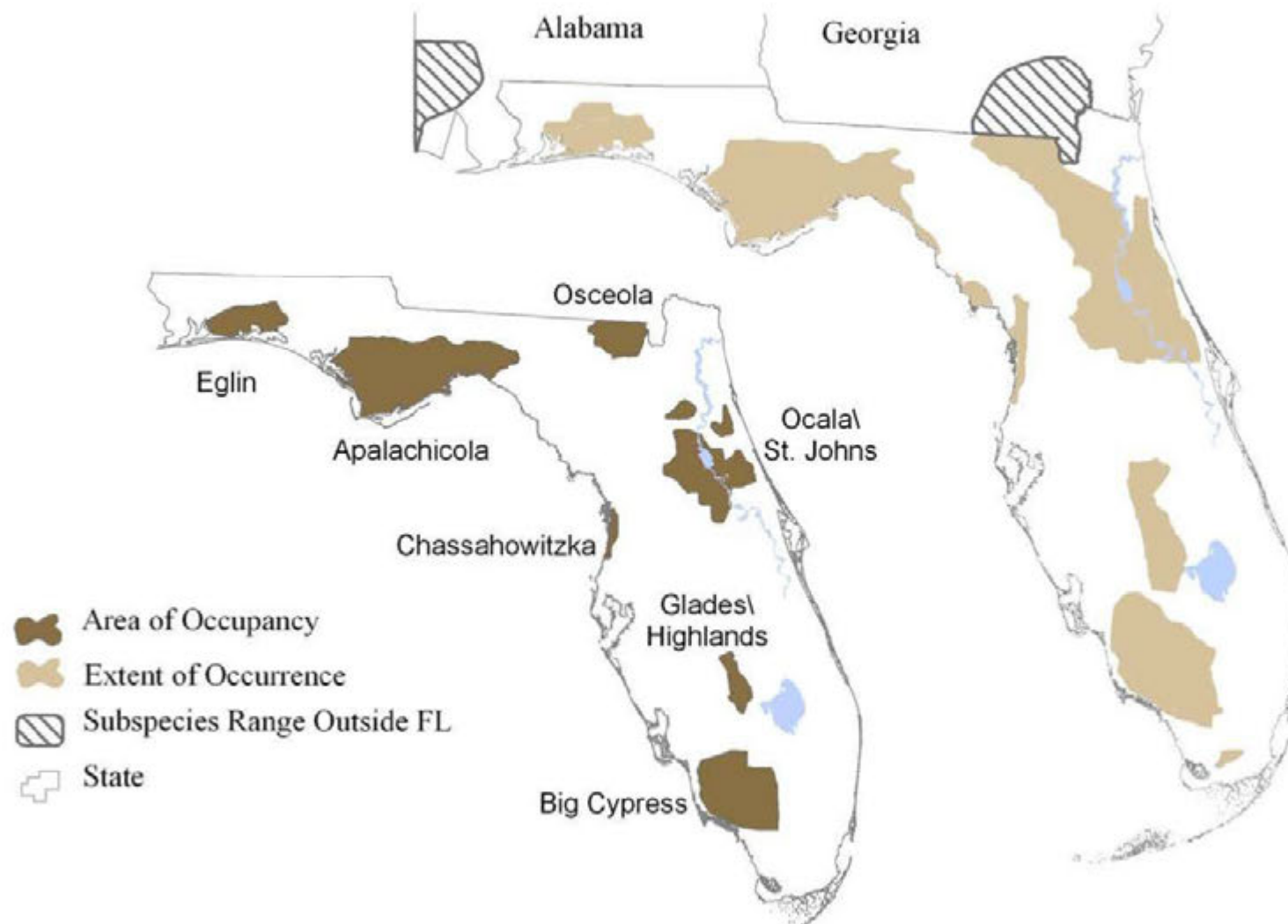
Appendices

	NOT KNOW, go to line 13. If 2c is NO go to line 16.	
13	2d. Is the Florida population a sink? (Y/N/DK). If 2d is YES, go to line 14. If 2d is NO or DO NOT KNOW, go to line 15.	
14	If 2d is YES - Upgrade from initial finding (more imperiled)	
15	If 2d is NO or DO NOT KNOW - No change from initial finding	
16	If 2c is NO or DO NOT KNOW- Downgrade from initial finding (less imperiled)	
17	If 2b is NO or DO NOT KNOW - No change from initial finding	N
18	2e. Are the conditions outside Florida deteriorating? (Y/N/DK). If 2e is YES or DO NOT KNOW, go to line 24. If 2e is NO go to line 19.	
19	2f. Are the conditions within Florida deteriorating? (Y/N/DK). If 2f is YES or DO NOT KNOW, go to line 23. If 2f is NO, go to line 20.	
20	2g. Can the breeding population rescue the Florida population should it decline? (Y/N/DK). If 2g is YES, go to line 21. If 2g is NO or DO NOT KNOW, go to line 22.	
21	If 2g is YES - Downgrade from initial finding (less imperiled)	
22	If 2g is NO or DO NOT KNOW - No change from initial finding	
23	If 2f is YES or DO NOT KNOW - No change from initial finding	
24	If 2e is YES or DO NOT KNOW - No change from initial finding	
25	Final finding	No change

Black Bear Management Plan

Appendices

4204



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Figure 1. The 2002 range of the Florida black bear (From Simek et al. 2005).

Black Bear Management Plan

Appendices

4207

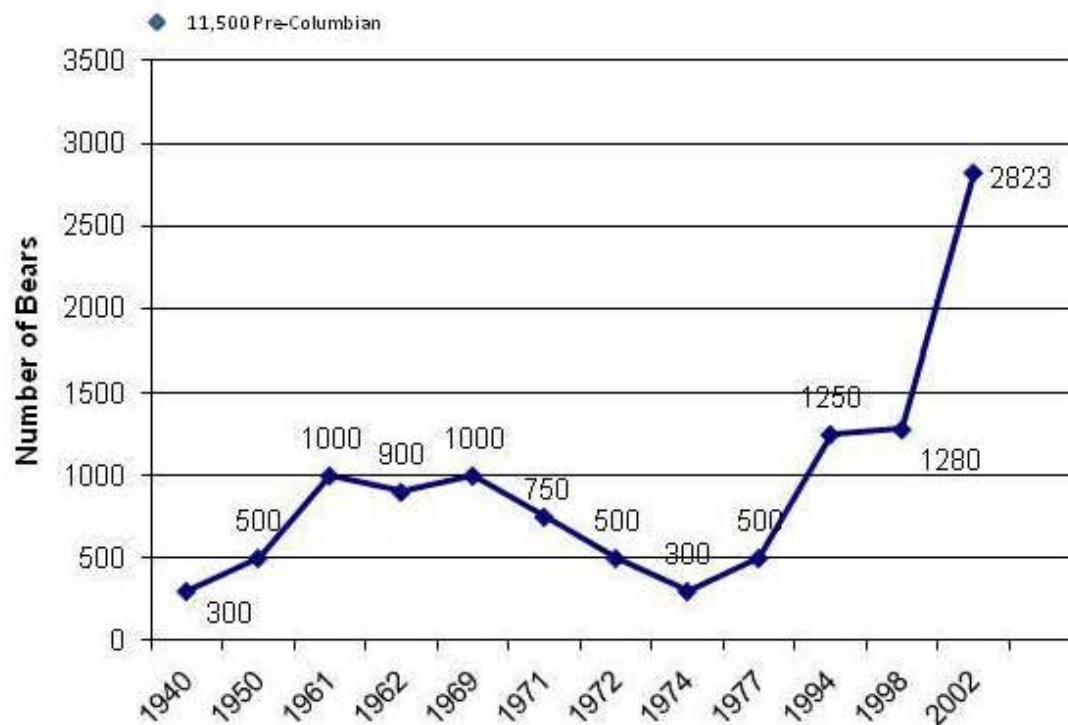


Figure 2. Estimates of black bear abundance in Florida.

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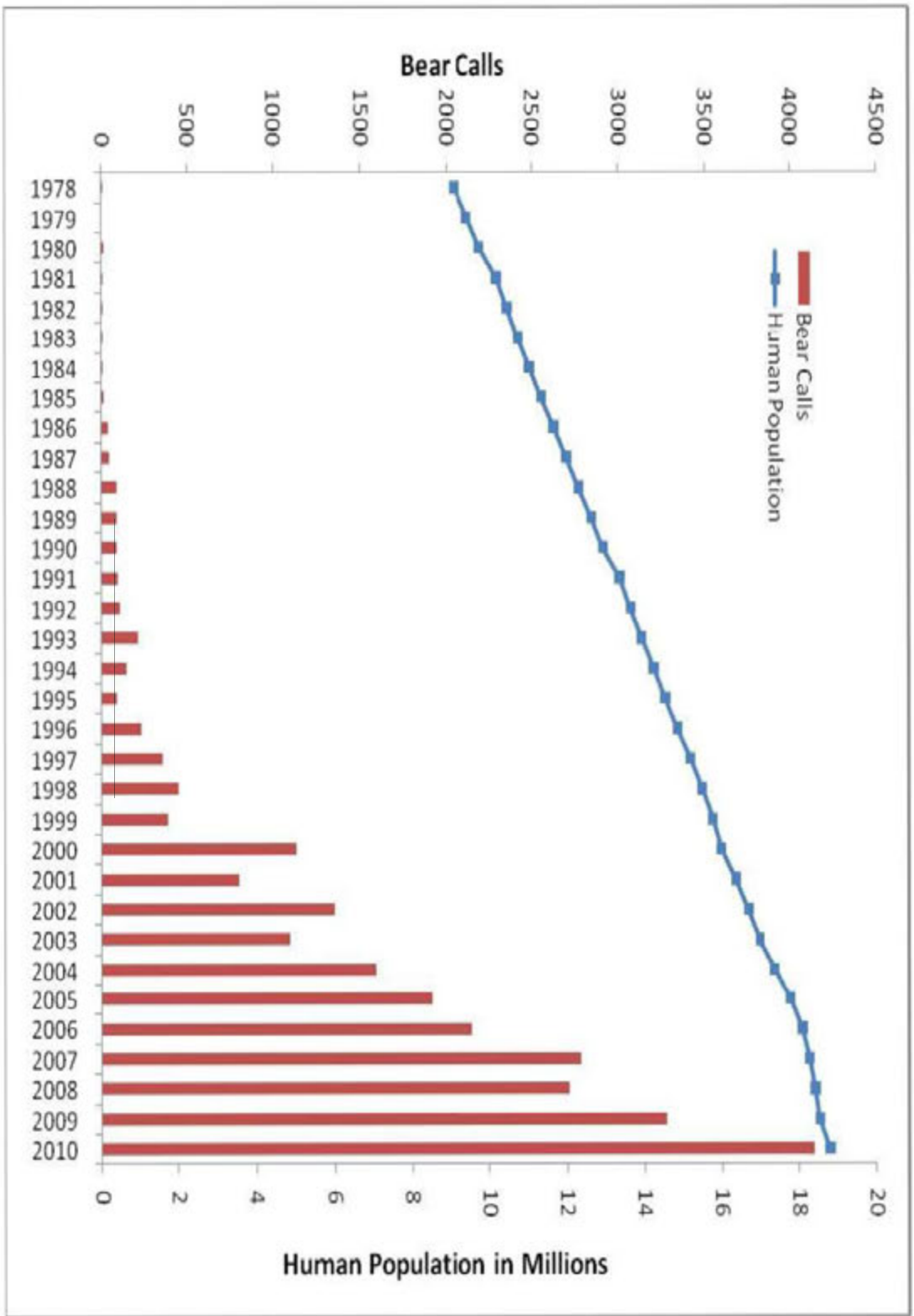
1974: McDaniel, J. 1974. Status of the black bear in Florida. Eastern Black Bear Workshop. 2:12

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1998: Kasbohm, J.W. 2004. Federal Register 69[9]: 2100-2108.

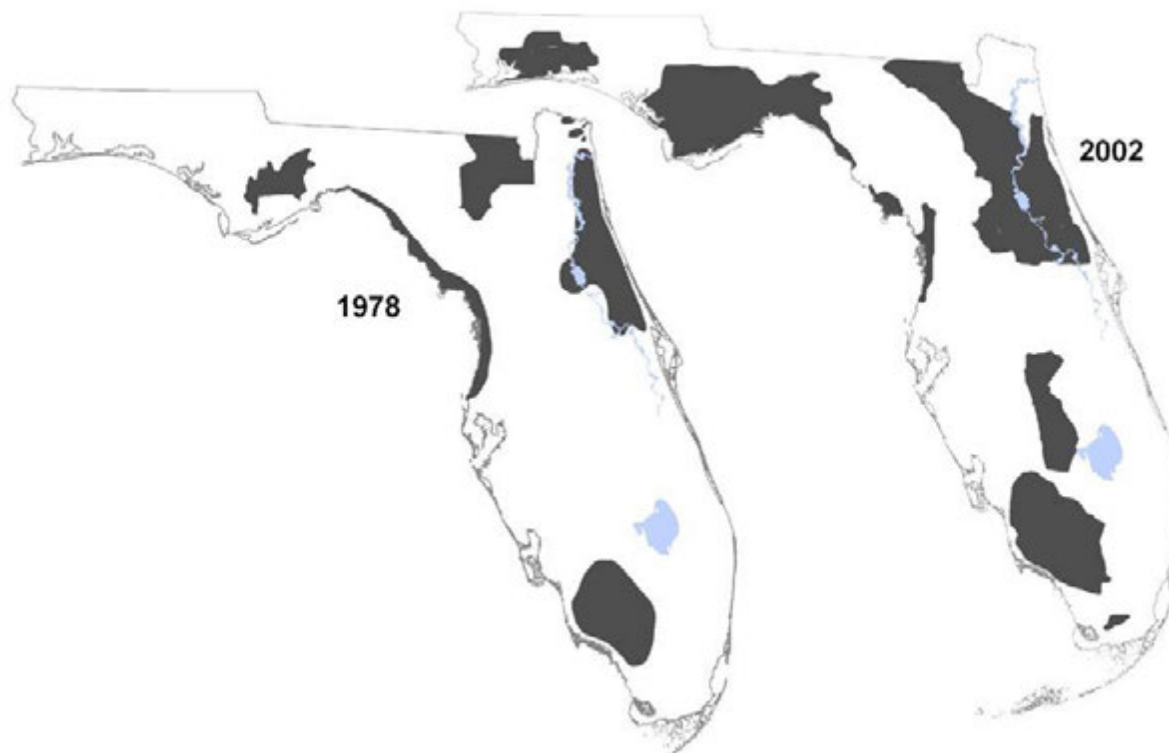
2002: From Simek et al. 2005, Orlando 2003 (Chassahowitzka), and J.J. Cox, University of Kentucky, 2009, personal communications (Glades-Highlands).



4208
4209
4210
4211
Figure 3. Number of calls received by the Florida Fish and Wildlife Conservation Commission concerning bears and human population levels in Florida 1978 – 2010.

Black Bear Management Plan

Appendices



4212
4213 Figure 4. Black bear distribution in Florida in 1978 and 2002.
4214
4215 1978: Brady, J.R., and J.C. McDaniel. 1978. Status report for Florida. Eastern Black Bear Workshop. 4:5-9
4216 2002: Simek et al. 2005

4217 **BSR APPENDIX 1. Brief biographies of the Florida black bear Biological**
4218 **Review Group members.**

4219
4220 **Walter McCown** has a B.S. in Biology from Columbus State University. He has
4221 worked on a variety of wildlife issues with FWC and since 2004 has been a biologist
4222 in FWC's Terrestrial Mammal Research Subsection. Mr. McCown has over 14
4223 years experience in research and conservation of black bears in Florida.

4224
4225 **Mel Sunquist** has a Ph.D. in Wildlife Ecology from the University of Minnesota.
4226 He is currently a Professor Emeritus with the University of Florida. Dr. Sunquist
4227 has 20 years teaching and research experience in the UF Department of Wildlife
4228 Ecology and Conservation and has more than 30 years experience working on the
4229 behavior, ecology, and conservation of mammalian carnivores, in Florida and
4230 worldwide.

4231
4232 **Bill Giuliani** has a PhD from Texas Tech University in Wildlife Science, a MS from
4233 Eastern Kentucky University in Biology, and a BS from the University of New
4234 Hampshire in Wildlife Management with a Minor in Zoology. He currently serves
4235 as the Professor and State Extension Specialist in the Department of Wildlife
4236 Ecology and Conservation at the University of Florida. He has researched and
4237 developed management programs for a variety of wildlife species for more than 20
4238 years such as black bears, jaguars, fishers, pine martens, raccoons, coyotes, hogs,
4239 rabbits, squirrels, and various rodents, among others.

4240
4241 **(BSR) APPENDIX 2. Summary of letters and emails received during the**
4242 **solicitation of information from the public period of September 17, 2010**
4243 **through November 1, 2010.**

- 4244
- 4245 • Betsy R. Knight, Big Bend Wildlife Sanctuary, Inc. 1. Protect enough land for
4246 the survival of the Florida Black Bear and you protect enough land to support
4247 protection of most all Florida Species. There should be a corridor from Big
4248 Cypress Swamp to Eglin Air Force Base for these large mammals to range,
4249 breed and maintain a healthy population. When you divide the State in to
4250 segments you end up with bits and pieces of bear habitat such as the
4251 Chassahowitzka population where inbreeding is occurring. 2. The answer is
4252 education, education and more education; I have been signed up as a
4253 volunteer for about a year, have received my DVD for educational programs,
4254 but haven't been asked to go to one single program. We need to utilize all
4255 volunteers and saturate the State with education on the Florida Black Bear.
4256 Hunting of the Florida Black Bear should be prohibited. In an effort to
4257 compromise, I might suggest in healthy populations such as the Apalachicola
4258 National Forest, you might suggest allowing dogs to run a bear a day for a
4259 ten day period, but the dogs would not be able to continue to run the same

Black Bear Management Plan

Appendices

- 4260 bear continuously for days. The Florida Black Bear needs to be kept on the
4261 Threatened Species list!!!
4262
- 4263 • Chris Papy commented on the large number of bears in Aucilla WMA.
4264
 - 4265 • David Dapore commented on the large number of bears and bear sign in
4266 numerous wildlife management areas in central Florida. During an outing
4267 he often sees more bears than any other species of wildlife. He considers the
4268 restoration of bears to have been successful.
4269
 - 4270 • James Aldridge commented on the large number of bears he sees in Ocala
4271 National Forest.
4272
 - 4273 • Kitty Loftin saw 2 bears in Wakulla County, Florida.
4274
 - 4275 • Meagin Jackson commented on the large number of bears in northern
4276 Osceola National Forest and mentioned several encounters with bears in the
4277 area and believes that the area has as many bears as it will hold.
4278
 - 4279 • Dick Kempton has seen bears on several occasions in the Big Cypress
4280 National Preserve, 12-15 miles north of Oasis Visitor Center.
4281
- 4282

Black Bear Management Plan

Appendices

4283 APPENDIX III. Florida black bear harvest data, 1981 to 1994.

4284 Table 16. Bear harvest information for Apalachicola Wildlife Management Area (WMA), Osceola
4285 WMA, and Baker and Columbia counties, Florida 1981 to 1994 (Reproduced from GFC 1993).

Year	Apalachicola WMA (AWMA)				Osceola WMA (OWMA)				Baker and Columbia Co. (BCC)				Statewide	
	# Male	# Female	% Female	AWMA Total #	# Male	# Female	% Female	OWMA Total #	# Male	# Female	% Female	BCC Total #	Total Harvest	Total Hunters
81/82	8	8	50%	16	6	3	30%	10 ^a	5	1	14%	7 ^a	33	720
82/83	2	1	33%	3	6	3	33%	9	14	6	25%	24 ^a	36	793
83/84	5	11	69%	16	6	3	33%	9	5	5	50%	10	35	700
84/85	15	11	42%	26	0	1	100%	1	17	2	11%	19	46	858
85/86	9	14	61%	23	5	2	29%	7	27	11	29%	38	68	798
86/87 ^a	12	8	40%	20	7	7	50%	14	17	0	0%	17	51	772
87/88	12	6	33%	18	1	3	75%	4	15	8	35%	23	45	469
88/89	13	5	28%	18	0	0	0%	0	17	6	26%	23	41	256
89/90	27	7	21%	34	2	1	33%	3	17	6	26%	23	60	215
90/91	11	4	27%	15	1	0	0%	1	18	4	18%	22	38	184
91/92	24	3	11%	27	2	0	0%	2	24	7	23%	31	60	-
92/93	-	-	-	9	0	0	0%	0	-	-	-	13	22	-
93/94	-	-	-	30	0	0	0%	0	-	-	-	32	62	-

4286 ^a. Major regulatory changes in bear hunting season to reduce females and young in the harvest started in 1987.
4287

4288 APPENDIX IV. Status of black bears in states with resident bear populations.

4289 Table 17. Population estimates, trends and hunting status of the 41 states with resident black bear
4290 populations (compiled from Spencer et al. 2007, Hristienko et. al. 2010, Lackey and Beausoleil 2010,
4291 and state agency websites/personnel).

State	Population		Species Status	Hunting Season
	Estimate	Trend		
Alabama	50–100	Stable	State List	No
Alaska ^a	72,500	Stable	Game	Yes
Arizona	2,500	Stable	Game	Yes
Arkansas	3,500–4,500	Stable	Game	Yes
California	34,000	Up	Game	Yes
Colorado	12,000	Stable	Game	Yes
Connecticut	300–500	Up	State List	No
Florida	2,500–3,000	Up	State List	No
Georgia	2,300–2,500	Up	Game	Yes
Idaho	20,000	Stable	Game	Yes
Kentucky	<500	Up	Game	Yes ^b
Louisiana	500–700	Up	Federal List	No
Maine	23,000	Stable	Game	Yes
Maryland	600+	Up	Game	Yes
Massachusetts	2,900–3,000	Up	Game	Yes
Michigan	18,000	Stable	Game	Yes
Minnesota	15,000	Down	Game	Yes
Mississippi	120	Up	Federal List ^c	No
Missouri	350	Up	Game	No
Montana	16,500	Unknown	Game	Yes
Nevada	200–400	Stable	Game	Yes ^b
New Hampshire	4,900	Stable	Game	Yes

Black Bear Management Plan

Appendices

State	Population		Species Status	Hunting Season
	Estimate	Trend		
New Jersey	1,800–3,200	Up	Game	Yes
New Mexico	5,500	Stable	Game	Yes
New York	5,000–8,000	Up	Game	Yes
North Carolina	9,000–12,000	Up	Game	Yes
Ohio	50–100	Up	State List	No
Oklahoma	200	Up	Game	Yes ^b
Oregon	25,000–30,000	Stable	Game	Yes
Pennsylvania	15,000	Stable	Game	Yes
Rhode Island	<20	Up	Game	No
South Carolina	1,800	Up	Game	Yes
Tennessee	3,000–6,000	Up	Game	Yes
Texas	80–100	Up	Federal List ^c	No
Utah	2,250	Up	Game	Yes
Vermont	4,500–6,000	Up	Game	Yes
Virginia	8,000	Up	Game	Yes
Washington	25,000	Stable	Game	Yes
West Virginia	10,000–12,000	Up	Game	Yes
Wisconsin	23,000	Up	Game	Yes
Wyoming	Unknown	Stable	Game	Yes

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- a. Excludes interior Alaska.
- b. Hunts opened on/after 2009-2010 season.
- c. Either federal or state listed, depending on location.

4297 **APPENDIX V. DESCRIPTION OF POTENTIAL BEAR HABITAT**

4298 Hoctor (2006) created a model of potential bear habitat for the *Wildlife Habitat*
4299 *Conservation Needs in Florida* report (Endries et al. 2009). Potential bear habitat is
4300 based on four primary factors including: 1) land cover type, 2) habitat size, 3)
4301 distance from primary habitat areas, and 4) connectivity and size of large habitats.
4302 These factors were used to create three categories of habitat: primary, secondary
4303 and traversable. FWC did not use the traversable habitat category when
4304 calculating potential bear habitat. The following is a summary of Hoctor (2006) as
4305 it relates to the potential bear habitat model:
4306

4307 1) Land Cover Type - Primary and secondary bear habitat was delineated
4308 from the FWC land cover/land use maps (Cox et al. 1994, Maehr et al. 2001,
4309 Wooding and Hardisky 1988; Table 18), using methods similar to Cox et al.
4310 (1994). Secondary habitat differs from primary in that bears may use
4311 secondary frequently, but use of such areas depends to some degree on
4312 nearby land cover (Cox et al. 1994, p. 50). Traversable areas may not serve
4313 as habitat for bears but can be crossed to reach other patches of primary and
4314 secondary cover. Traversable areas include all other habitats except urban
4315 and extractive land uses and open water (Larkin et al. 2004). FWC updated
4316 this element of the map by excluding all areas that was classified as
4317 developed in 2009 (FNAI 2009).

4318 2) Habitat Size- The model begins by identifying “seed” areas of primary
4319 habitat (Cox et al. 1994). Seed areas had >37 acres (15 ha) of primary
4320 habitat. The 37 acre seed area size was identified as an important component
4321 of bear habitat in Osceola National Forest (Cox et al. 1994, Kautz and Cox
4322 2001, and Mykyta and Pelton 1989). The 37 acre seed area size falls within
4323 USFWS recommended guidelines for stand sizes of 25 to 99 acres (10 to 40
4324 ha) to promote stand diversity and mast production for black bears (USFS
4325 1981, 1985).

4326 3) Distance from Primary Habitat Areas - All additional primary and
4327 secondary habitat within 0.6 mile (1 km) of the seed patches are identified in
4328 blocks that contain at least 10,000 acres (4,000 ha) of primary and secondary
4329 cover. This procedure enabled small patches in close proximity to larger
4330 habitat areas to be included as habitat areas (Cox et al. 1994). The 10,000
4331 acre size was selected to identify areas that are more likely to be large
4332 enough to serve as minimum functional habitat units for black bear (Hellgren
4333 and Maehr 1992) and represents the average area of adult female black bear
4334 home ranges. The connectivity component allows the inclusion on smaller
4335 habitat areas that are close to larger habitat areas.

4336 4) Connectivity and Size of Large Habitats – see description for 3)

4337 **Table 18. Land cover/land uses identified as primary, secondary, or traversable habitat for**
4338 **Florida black bears (Endries et al. 2009).**

Primary Habitat	Secondary Habitat	Traversable Habitat
Xeric oak scrub	Coastal strand	Sand/beach
Sand pine scrub	Sandhill	Sawgrass marsh
Mixed hardwood–pine forest	Dry prairie	Cattail marsh
Hardwood hammocks and forest	Commercial pinelands	Saltmarsh
Natural pinelands	Tropical hardwood hammock	Mangrove
Cabbage palm–live oak hammock	Freshwater marsh and wet prairie	Scrub mangrove
Bay swamp	Shrub swamp	Tidal flat
Cypress swamp	Scrub mangrove	Grassland
Cypress/pine/cabbage palm	Shrub and brushland	Bare soil/clearcut
Mixed wetland forest	Exotic plants	Improved pasture
Hardwood swamp	Australian pine	Unimproved pasture
Hydric hammock	Melaleuca	Sugar cane
Bottomland hardwood forest		Citrus
Brazilian pepper		Row/field crops
		Other agriculture

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4340

4341 **APPENDIX VI. SAMPLE ORDINANCE TO REDUCE WILDLIFE ATTRACTANTS**

4342 **City Ordinance 2188 of Gatlinburg, Tennessee**

4343

4344 **Section 8-111 Animal Resistant Garbage Collection Devices**

4345 From and after June 1, 2000, all garbage, containers, dumpsters or equipment used
4346 to store garbage, not otherwise located within an approved enclosure prior to
4347 municipal or private pick-up in the areas described as follows: The entire area
4348 within the city limits on the west side of the Foothills Parkway: the area north of
4349 the National prong of the Little Pigeon River between Parkway and the Foothills
4350 Parkway boundary bounded on the north by LeConte Street and the Skyland Park
4351 and the Winfield Heights Subdivisions: the entire area between the National
4352 Park Service boundary on the South and Southeast city limits from Low Gap Road
4353 on the east and to the South of Highway 321 and Parkway, and as shown on a map
4354 dated December, 1998 on file at the offices of the City Manager and incorporated
4355 herein by reference, shall be of a type which shall be resistant to animals being able
4356 to open, overturn or remove garbage from them. Each type of container shall be of a
4357 design approved by the City Building Official. This requirement shall not apply to
4358 containers that are also enclosed within fences or other enclosures which do not
4359 allow entry by scavenging animals or are located inside a structure such as a house,
4360 building or other enclosed structure and are taken to a City or County approved
4361 garbage collection site by the owner.

4362

4363 **Section 8-112. Enclosures**

4364 All garbage containers in said areas of a type which do not meet City standards as
4365 being animal resistant shall be fully enclosed in a manner to prevent entry by
4366 animals. Such enclosures shall be approved in advance by the City Building Official.
4367 Any enclosure which does not prevent the entry of animals and removal of garbage
4368 from the enclosure shall be modified by the owner to prevent such entry and
4369 removal. Owners who are notified of a deficient enclosure shall have
4370 60 days to cure such deficiency. All garbage containers of a type not resistant to
4371 animals shall be so enclosed by June 1, 2000. Every animal resistant enclosure shall
4372 be properly secured. Failure to keep such enclosure secured and closed shall also be
4373 a violation of this section.

4374

4375 **Section 8-113. Grease**

4376 The provisions of Sections 8-111 and 8-112 shall also apply to containers and
4377 enclosures used to store grease and the contents of grease traps.

4378

4379 **Section 8-114. Restaurants**

4380 All restaurants within the city limits of the City of Gatlinburg shall be required to
4381 comply with the provisions of 8-111 through 8-113 with regard to garbage
4382 containers and/or enclosures for the storage of garbage containers and grease.

4383

4384

Black Bear Management Plan

4385 **Section 8-115. Garbage Collection**

4386 The City will not collect garbage which is not placed in an animal resistant
4387 container unless it is placed within an approved enclosure, as required in Sections
4388 8-111 through 8-114. The provisions of Sections 8-111 and 8-112 shall not apply to
4389 curbside garbage collection containers within the downtown business district.

4390

4391 **Section 8-117 Injunctive or Other Relief**

4392 In addition to any penalty, violation of the provisions of this chapter may be
4393 remedied by obtaining injunctive relief, or by a restraining order, or other
4394 appropriate equitable remedy by the city.

4395

4396 **Section 8-118 Penalty**

4397 Every person who shall violate any provision of this chapter shall be punished by a
4398 fine not to exceed \$500 per offense. Each day that a violation shall occur shall be a
4399 separate offense.

4400

4401

4402

4403

4404 **APPENDIX VII. DESCRIPTION OF BEAR SMART COMMUNITIES PROGRAM**

4405 The objective of Strategy 4.1 is to reduce human-bear conflicts by providing the
4406 right materials and messages in the form of a Bear Smart Community (BSC)
4407 Program. The BSC program was developed by British Columbia's Ministry of
4408 Environment, and a representative of the Ministry has granted the FWC
4409 permission to use the name, program elements and materials.

4410 The overarching mission of the BSC program is to influence and guide
4411 communities to accept personal and communal responsibility for reducing human-
4412 bear conflicts. A BSC is a specific and defined geographical area where the
4413 residents, local government, businesses and schools take responsibility to resolve
4414 their human-bear conflicts. A BSC can be as small as a group of homes in a certain
4415 area or as large as an entire county and would include homeowner associations,
4416 municipalities, and county governments. A community or area achieves BSC status
4417 when it has met the six defining criteria (see below) and will, at a minimum, include
4418 an educational component, provisions for bear-resistant solid waste handling and
4419 containers, appropriate governance (ordinances, covenants, bylaws) and assessment
4420 measures to determine success.

4421 Steps for creating a BSC include:

- 4422 1. Prepare a bear conflicts assessment of the community and surrounding area.
- 4423 2. Prepare a human-bear conflict management plan that is designed to address
4424 the bear and land-use conflicts identified in the previous step.
- 4425 3. Revise planning and decision-making documents to be consistent with the
4426 bear-human conflict management plan.
- 4427 4. Implement a continuing education program, directed at all sectors of the
4428 community.
- 4429 5. Develop and maintain a bear-proof municipal solid waste management
4430 system (See Human-Bear Conflicts objective).
- 4431 6. Implement appropriate ordinances or bylaws prohibiting feeding bears by
4432 intent, neglect, or irresponsible management of attractants (See Human-Bear
4433 Conflicts objective).

Black Bear Management Plan

4434 Achieving BSC status is rigorous and takes time. How much time it takes
4435 varies by community. In British Columbia, for example, many communities have
4436 made exemplary strides toward BSC status, with only one or two achieving the goal.
4437 It takes time, leadership and dedication to coordinate a community team, enact
4438 ordinances, achieve voluntary compliance and change waste management practices,
4439 and implement an education program. While achieving BSC status is rigorous, it is
4440 a positive community-based approach that has been proven effective in British
4441 Columbia and several states in the US.

4442 In total or in-part, the six steps required to create a BSC work to minimize
4443 human-bear conflicts and the number of bears killed as a result of human
4444 habituation and food-conditioning. Florida already has a State law which prohibits
4445 feeding bears (F.A.C. 68A-4.001(3)). Those who are found guilty of violating this
4446 law are subject to criminal prosecution. However, implementing municipal or
4447 county ordinances, or community bylaws which prohibit feeding bears intentionally,
4448 unintentionally or through neglect, or irresponsible management of attractants will
4449 take time and may be the most difficult to achieve. In the meantime, any non-
4450 regulatory measures taken to eliminate or bear-proof food attractants is a positive
4451 step toward solving this complex issue.

4452 The BSC Program Background Report (Davis et al. 2002) profiles four case
4453 histories as examples of communities proactively working to eliminate food
4454 attractants or access to them in their communities. While each community did not
4455 implement the BSC program exactly as designed, each community did attempt to
4456 develop bear-proofing systems to reduce the number and extent of human-bear
4457 conflicts. Each community profiled took several years to achieve success.

4458 One community that stands out as exemplary model of a BSC is Whistler in
4459 British Columbia. Whistler began to take steps to become a BSC in 1997 and by
4460 2000 they had become completely bear-proof. In 1999 they initiated an aversive
4461 conditioning program and a comprehensive education program targeting residents,
4462 businesses, and visitors. This process took a minimum of three years to accomplish.
4463 Keeping a community bear-proof is an ongoing process with vigilant maintenance

Black Bear Management Plan

4464 and education. Peine (2001) describes several complex cases in which it took some
4465 communities ten to 25 years to formulate and enact effective policies and programs
4466 addressing their human-bear conflicts.

4467 FWC will work with BBAGs to locate interested communities willing to become
4468 a BSC. Initial efforts to create BSCs will focus on places where human-bear conflict
4469 is relatively high. Based on call data and citizen and staff information, FWC will
4470 identify and offer those communities information on how to become a BSC. BBAGs
4471 involvement can expedite cooperation among the public, local businesses,
4472 nongovernmental organizations, local governments and agencies, and local law
4473 enforcement entities. BBAGs can more easily identify local problems and
4474 conservation opportunities, and therefore facilitate changes in local policies and
4475 ordinances regarding bears.

4476 Through statewide education and outreach activities, other communities may
4477 take their own initiative to self-organize and become BSCs. Ideally, communities
4478 experiencing undesirable bear interactions will strive to become a BSC but
4479 realistically that may not always happen. In those cases, individual and community
4480 level behavioral changes are essential in reducing conflicts with bears. Residents
4481 and visitors will receive information and be asked to voluntarily take actions that
4482 improve waste management practices in order to reduce or eliminate attractants.
4483 Homeowner associations and residential management groups will be encouraged to
4484 employ recommended actions such as community-wide education, attractant
4485 prevention and waste storage solutions. Template documents for BSCs will be
4486 provided to homeowner associations, and they will be encouraged to include BSC
4487 practices in their covenants. Educational presentations, community events and
4488 supporting materials will be developed and introduced to residents in areas of high
4489 human-bear conflict.

4490 Based on the established BSC program, FWC can develop an appearance that is
4491 unique and brands the program in Florida. Key messages and materials will be
4492 developed for use in BSCs but also will be used to inform audiences statewide about
4493 BSC practices. Initial outreach will be within the 35 counties identified as

Black Bear Management Plan

4494 containing primary bear range (Appendix I). As resources allow, outreach efforts
4495 may expand beyond primary range. Methods for message delivery may include
4496 newspaper feature articles, pre-show programming in movie theatres, a DVD
4497 program, billboards, fliers on community bulletin boards, radio announcements, or
4498 short spots for cable, public television or YouTube and other social media. FWC's
4499 black bear web site (<http://www.MyFWC.com/bear>) will include relevant
4500 information about BSCs, as well as natural history, distribution and range, current
4501 and historical management, human-bear conflict and avoidance, popular and
4502 scientific publications, and a special section for youth and educators.
4503

Black Bear Management Plan

4504 APPENDIX VIII. PROPOSED RULE

4505 Rule 68A-4.009

4506

4507 (1) No person shall take (as that term is defined in 68A-1.004), possess,
4508 injure, shoot, wound, trap, collect, or sell Florida black bears (*Ursus*
4509 *americanus floridanus*) or their parts or to attempt to engage in such
4510 conduct except as authorized by Commission rule or by permit from the
4511 Commission.

4512

4513 (2) The Commission will issue permits authorizing intentional take of
4514 bears when it determines such authorization furthers scientific or
4515 conservation purposes which will benefit the survival potential of the
4516 species. For purposes of this rule, a scientific or conservation purpose shall
4517 mean activities that further the conservation or survival of the species,
4518 including:

4519 1. Collection of scientific data needed for conservation or management of
4520 the species;

4521 2. Removing bears from situations that constitute a human safety risk or
4522 a risk to the well being of the bear;

4523

4524 (3) The Commission will provide technical assistance to land owners and
4525 comments to permitting agencies in order to minimize and avoid potential
4526 negative human bear interactions or impacts of land modifications on the
4527 conservation and management of black bears. The Commission will base its
4528 comments and recommendations on the goals and objectives of the approved
4529 Florida Black Bear Management Plan. This plan can be obtained at
4530 <http://myfwc.com/bear/>.



PROCLAMATION

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

OPPOSITION TO BEAR HUNTING

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (FWC) has regulatory and executive powers over wild animal life in the State of Florida, which includes the regulation of bear hunting; and

WHEREAS, in June 2015, the FWC approved bear hunting in certain regions throughout the State of Florida, including the East Panhandle, North, Central, and South regions, reversing the statewide ban on bear hunting that had been in place since 1994; and

WHEREAS, the FWC approved the 2015 bear hunt without the benefit of a statewide bear count; and

WHEREAS, the first hunt in 21 years was ended early because the number of Florida black bears killed met or exceeded the quota; and

WHEREAS, the black bear is the only bear found in Florida and is estimated to have a total population of approximately 4,350 throughout the state; and

WHEREAS, the FWC should prohibit bear hunting and if bear hunting is to be allowed, any approval of future bear hunts should be based on recent population counts and scientific data;

WHEREAS, if the Florida Fish and Wildlife Conservation Commission insists on conducting a future bear hunt, the Central region of the state, which includes Pinellas County, should be excluded.

NOW, THEREFORE, BE IT PROCLAIMED BY THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, that Pinellas County opposes bear hunting in the State of Florida.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Pinellas County, Florida to be affixed this 24th day of May, 2016.


Charlie Justice, Chairman


Janet C. Long, Vice Chairman


Dave Eggers, Commissioner


Pat Gerard, Commissioner


John Morroni, Commissioner


Karen Williams Seel, Commissioner


Kenneth T. Welch, Commissioner



BAKER COUNTY, FLORIDA

RESOLUTION 2016-12

BEFORE THE COUNTY COMMISSION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE BAKER COUNTY, FLORIDA; SUPPORTING THE HUNTING OF THE FLORIDA BLACK BEAR IN THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, hunting is a popular pastime in the State of Florida with deer, turkey, and feral hogs being commonly hunted species; and

WHEREAS, each of the above mentioned species have sustainable population counts with habitats that are actively managed for purposes of maintaining a sustainable hunting resource. In fact, because feral hogs are an invasive species, the hunting of them provides a benefit to our native ecosystems; and

WHEREAS, even the American alligator, which was once listed on both the federal and state endangered species lists, now has a Florida population totaling over one million, which provides for a sustainable hunting resource; and

WHEREAS, certain migratory birds and multiple other species serve as sustainable hunting resources for sportsmen across the State of Florida; and

WHEREAS, the Baker County Board of County Commissioners supports hunting, so long as it is done legally and sustainably; and

WHEREAS, the Board of County Commissioners of Baker County, Florida does not support hunting activity that is illegal or involves unsustainable resources; and

WHEREAS, the Florida black bear has a state population of approximately 4,350 adult bears which does not include approximately 1,000 to 2,000 cubs; and

WHEREAS, a Florida black bear hunt may be required to protect the health, safety and well-being of the citizens of Baker County, Florida and when regulated appropriately may constitute a sustainable hunting resource; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **RECITALS.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein.

Section 2. **RESOLVED.** The Baker County Board of County Commissioners supports a regulated hunting season on the Florida black bear given the current population count, based upon supporting data used to justify the hunt.

Section 3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED AND APPROVED this ____ day of June, 2016, by the Board of County Commissioners of Baker County, Florida.

**BOARD OF COUNTY COMMISSIONERS
BAKER COUNTY, FLORIDA**



JAMES G. BENNETT,
Chairman

ATTEST:



STACIE D. HARVEY,
Clerk to the Board

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, OPPOSING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S ACTION TO PERMIT BEAR HUNTING; URGING THE GOVERNOR AND THE STATE LEGISLATURE TO INTERVENE; PROHIBITING BLACK BEAR HUNTING ON COUNTY-OWNED PROPERTY; SUPPORTING THE EFFORTS OF THE ALACHUA CONSERVATION TRUST TO OPPOSE BLACK BEAR HUNTING; NOTIFYING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, THE GOVERNOR OF FLORIDA, THE PRESIDENT OF THE FLORIDA SENATE, AND THE SPEAKER OF THE FLORIDA HOUSE OF ALACHUA COUNTY'S OPPOSITION TO THE BEAR HUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County and its citizens endeavor to be good stewards of the environment and its resources, including its wildlife; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission ("FWC") maintains Florida's Endangered and Threatened Species List, which, prior to 2012, included the Florida black bear; and

WHEREAS, due to the conservation efforts of the FWC, wildlife preservation groups, and the general public, the Florida black bear population has grown and the black bear was removed from the list of endangered or threatened species; and

WHEREAS, in 2012, the FWC adopted a Bear Management Plan, which included the consideration of a limited bear hunt for the purposes of controlling the number of black bears in certain portions of the State; and

WHEREAS, one of the stated purposes of the limited bear hunt is to manage the

Resolution Opposing Black Bear Hunts in Florida

1 population of bears in certain areas called Bear Management Units; and

2 WHEREAS, in 2015, FWC authorized a limited hunt of the Florida black bear; and

3 WHEREAS, the decision to allow a black bear hunt created an overwhelming outcry
4 from many groups throughout Florida, including environmental groups; and

5 WHEREAS, the black bear hunt has the potential to adversely impact the health and
6 ongoing recovery of the black bear population in Florida due to inadequate protections of
7 lactating mother bears and juvenile bears; and

8 WHEREAS, the black bear hunt will serve to thwart and undo the efforts of the FWC and
9 others to promote this previously endangered species; and

10 WHEREAS, Alachua County would like to recognize FWC Commissioner Ron Bergeron
11 for his stance in opposing the black bear hunt in Florida.

12 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
13 COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

14 1. That the Alachua County Board of County Commissioners supports the efforts of
15 Alachua Conservation Trust to prohibit bear hunting on their property.

16 2. That the Alachua County Board of County Commissioners opposes the hunting of
17 black bears and requests that the Governor of the State of Florida and the State Legislature
18 intervene to address the concerns stated herein.

19 3. That the Alachua County Board of County Commissioners, where not
20 inconsistent with applicable State statutes, prohibits the recreational hunting of Florida black
21 bears on Alachua County-owned property, to take immediate effect.

22 4. That the Alachua County Board of County Commissioners will send certified
23 copies of this Resolution to Florida Fish and Wildlife Conservation Commission Chairman Brian

1 S. Yablonski, Governor Rick Scott, the President of the Florida Senate, and Speaker of the
2 Florida House.

3 5. This resolution shall take effect immediately upon adoption.
4

5 DULY ADOPTED in regular session, this _____ day of _____, 2016.

6
7 BOARD OF COUNTY COMMISSIONERS OF
8 ALACHUA COUNTY, FLORIDA
9


10
11 By: _____
12 Robert Hutchinson, Chair
13

14
15
16 ATTEST:

17
18 _____
19 J.K. Irby, Clerk

20
21 (SEAL)
22

APPROVED AS TO FORM



Alachua County Attorney's Office

R16-066

RESOLUTION

R16-066

RESOLUTION NO. R16-066

A RESOLUTION OF THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS; OPPOSING THE HUNTING OF THE FLORIDA BLACK BEAR IN THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

Upon motion by Commissioner White, seconded by Commissioner Beckner, the following Resolution was adopted on this 2nd day of June, 2016, by a vote of 6 to 0, Commissioner _____ voting "No."

WHEREAS, hunting is a popular pastime in the State of Florida with deer, turkey, and feral hogs being commonly hunted species; and

WHEREAS, each of the above mentioned species have sustainable population counts with habitats that are actively managed for purposes of maintaining a sustainable hunting resource. In fact, because feral hogs are an invasive species, the hunting of them provides for a benefit to our native ecosystems; and

WHEREAS, even the American alligator, which was once listed on both the Federal and State endangered species lists, now has a Florida population totaling over one million, which provides for a sustainable hunting resource; and

WHEREAS, certain migratory birds and multiple other species serve as sustainable hunting resources for sportsmen across the State of Florida; and

WHEREAS, the Hillsborough County Board of County Commissioners supports hunting, in so long as it is done legally and sustainably; and

WHEREAS, the Hillsborough County Board of County Commissioners does not support hunting activity that is illegal or involves unsustainable resources; and

WHEREAS, the Hillsborough County Board of County Commissioners supports the conservation of native Florida ecosystems and wildlife, so that they may be enjoyed by

generations to come; and

WHEREAS, the Florida black bear has a state population of only approximately 4,500, which are generally confined to fragmented ecosystems. In fact, the Florida black bear was a State-listed threatened species as recently as the year 2012; and

WHEREAS, the Florida black bear hunt seems to place the needs of particular interest groups above those of a vulnerable species that does not currently constitute a sustainable hunting resource; and

WHEREAS, the Hillsborough County Board of County Commissioners questions both the rationale and supporting data used by the State to advocate for a black bear hunt in Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the Hillsborough County Board of County Commissioners opposes an open hunting season on Florida black bear at this time given the current population count, current fragmented habitat conditions, concerns regarding conservation efforts, and concerns regarding the methodology, and supporting data, used to justify the hunt.

Section 2. That this Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2016.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Pat Frank, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of June 2, 2016, as the same appears of record in Minute Book 481 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 3rd day of June, 2016.

ATTEST PAT FRANK
Clerk of the Circuit Court

By: Diana A. Leon
Deputy Clerk



Approved as to form and legal sufficiency
Mary Helen Favis
General Counsel

MEMORANDUM

Agenda Item No. 11(A)(19)

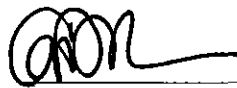
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 2, 2016

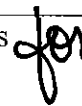
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and focus more attention on removing conflicts between bears and suburban areas through deterrent techniques; alternatively, urging the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the South region of the state

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney



APW/lmp

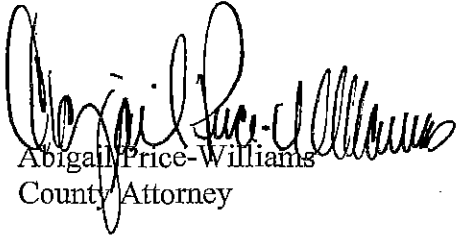


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(19)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(19)
2-2-16

RESOLUTION NO. _____

RESOLUTION URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO REINSTATE THE PROHIBITION ON BEAR HUNTING THROUGHOUT THE STATE OF FLORIDA AND FOCUS MORE ATTENTION ON REMOVING CONFLICTS BETWEEN BEARS AND SUBURBAN AREAS THROUGH DETERRENT TECHNIQUES; ALTERNATIVELY, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO, AT A MINIMUM, PROHIBIT FUTURE BEAR HUNTS IN THE SOUTH REGION OF THE STATE

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (the “Commission”) has regulatory and executive powers over wild animal life, which includes the regulation of bear hunting; and

WHEREAS, in June 2015, the Commission approved bear hunting in certain regions throughout the State of Florida, including the East Panhandle, North, Central, and South regions, reversing the statewide ban on bear hunting in place since 1994; and

WHEREAS, the Commission approved bear hunting without the benefit of a statewide bear count that was slated for completion in 2016; and

WHEREAS, the killing of a total of 304 bears in just the first two days of a planned week-long hunt was documented during the 2015 season; and

WHEREAS, the first hunt in 21 years was ended early because the number of Florida black bears in the East Panhandle was three times the established quota and the number of bears killed in Central Florida exceeded the limit by nearly 40 percent; and

WHEREAS, accounts of unreported killings of bears, bears suffering a slow death, and the killing of lactating bears, which was forbidden, likely increased the death toll; and

WHEREAS, the black bear is the only bear found in Florida and is estimated to have a total population of approximately 3,000 throughout the state; and

WHEREAS, the bear population is not sufficient to sustain hunting throughout the state, having been listed as a threatened species until 2012; and

WHEREAS, black bears tend to avoid confrontation with humans; and

WHEREAS, although the bears foraging for food may lead to their unintentional presence in suburban areas, precautionary methods may help prevent their return; and

WHEREAS, the Commission Director of Division of Habitat and Species Conservation, Thomas Eason, noted that the more than two decades of no bear hunting has made Florida black bears “relatively naive” to the danger of hunters; and

WHEREAS, the Commission should prohibit bear hunting statewide and focus on providing “bear-proof garbage cans” and reducing palmetto berry harvest in bear habitats instead, as recommended by Leon County Circuit Judge George Reynolds III; and

WHEREAS, if the Commission insists on conducting a future bear hunt, the South region of the state, which includes Miami-Dade County, should be excluded,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and focus more attention on removing conflicts between bears and suburban areas through deterrent techniques.

Section 2. Alternatively, urges the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the South region of the State.

Section 3. Directs the Clerk of this Board to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Miami-Dade State Legislative Delegation, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

Section 4. Directs the County's state lobbyists to advocate for the legislative action set forth in Sections 1 and 2 above, and authorizes and directs the Office of Intergovernmental Affairs to amend the 2016 State Legislative Package to include this item.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

Agenda Item No. 11(A)(19)
Page No. 4

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APP

Altanese Phenelus

RESOLUTION NO. 2016-R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO REINSTATE THE PROHIBITION ON BEAR HUNTING THROUGHOUT THE STATE OF FLORIDA, AND TO INSTEAD FOCUS ITS EFFORTS ON REDUCING HUMAN-BEAR CONFLICTS THROUGH DETERRENT TECHNIQUES AND HABITAT MANAGEMENT; ALTERNATIVELY URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO, AT THE VERY LEAST, PROHIBIT FUTURE BEAR HUNTS WITHIN THE CENTRAL BEAR MANAGEMENT UNIT OF THE STATE.

WHEREAS, the Florida black bear is the only bear found in Florida, and is estimated to have a statewide population of approximately 4,350; and

WHEREAS, as recently as 2012, the Florida black bear was included on Florida's Endangered and Threatened Species List; and

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (FWC) has regulatory and executive powers over wild animal life, which includes the regulation of bear hunting; and

WHEREAS, in June 2015, the FWC approved bear hunting in certain regions within the State of Florida, including the East Panhandle, North, Central, and South Bear Management Units (BMUs), reversing the statewide ban on bear hunting in place since 1994; and

WHEREAS, the 2015 bear hunt was approved by the FWC prior to receipt of the results of a statewide bear count that was slated for completion in 2016; and

WHEREAS, the first hunt in 21 years was ended early following the killing of a total of 304 bears in the first two days of the planned week-long hunt; and

WHEREAS, the number of black bears killed in the Central BMU exceeded the established hunt quota by forty-three percent (43%), with thirty-nine percent (39%) of those kills occurring on public land; and

WHEREAS, Seminole County is located within the Central BMU, which has an estimated sub-population of 825-1,250 black bears; and

WHEREAS, the FWC's Florida Black Bear Management Plan (2012) indicates that there is sufficient potential bear habitat on Conserved Lands within the Central BMU to support 1,273 bears; and

WHEREAS, black bears tend to avoid confrontation with humans; and

WHEREAS, although bears foraging for food may result in an unintentional presence in suburban areas, precautionary methods are proven to help prevent their return; and

WHEREAS, on December 8, 2015, Seminole County enacted the Seminole County Urban Bear Management Ordinance, the first ordinance in the State of Florida aimed at managing human-bear conflicts; and

WHEREAS, since enactment of the Seminole County Urban Bear Management Ordinance, the FWC confirms that the number of reported human-bear conflicts within Seminole County has declined significantly; and

WHEREAS, if the FWC elects to pursue a future bear hunt, the Central BMU should be excluded,

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

Section 1. The Board hereby urges the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida, and to

instead focus its efforts on reducing human-bear conflicts through deterrent techniques and habitat management.

Section 2. Alternatively, the Board urges the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the Central Bear Management Unit of the State.

Section 3. The County Manager is hereby directed to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Seminole County State Legislative Delegation, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

ADOPTED this _____ day of _____, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
JOHN HORAN, Chairman

CMO
5/13/16
P:\Users\ssharrer\Resolutions\2016\Bear Hunt Resolution.doc

File Number: 3756

Date: 05/05/2016		AGENDA ITEM		Item: 28
<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Budget Resolution	<input type="checkbox"/> Other	
Department: Growth And Resource Management				
Division: Environmental Management				
Subject: Resolution urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on hunting Florida black bear.				
Kelli McGee Director Growth and Resource Management  Department Approval		Legal Jamie E. Seaman County Attorney  Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager 	
Ginger Adair Director Environmental Services  Division Approval				
Council Action:				
Modification:				
Account Number(s): NA				
Total Item Budget: NA				
Staff Contact(s):		Phone:	Ext.	
Kelli McGee		386 822 5013	12000	
Ginger Adair		386 736 5927	12059	
<p>Summary/Highlights: In 2012, the Florida black bear was removed from the state threatened species list and the Florida Fish and Wildlife Conservation Commission (FWCC) adopted a bear management plan with the objective to maintain or increase the current bear population in the central bear management unit (BMU), which includes Volusia County.</p> <p>Volusia County has made a significant commitment to protect natural habitat suitable for bears through regulatory and land use protections and through the award winning Volusia Forever land acquisition and management program.</p> <p>The population of the Florida black bear has increased approximately 19% within our region since 2002, but is still near or below the identified minimum target population, and significantly below the maximum carry capacity in our area.</p> <p>In 2015, FWCC authorized a limited bear hunt in Florida, with a target bear harvest objective of 320 bears statewide, 100 in our region. The actual number of bears killed was 304, with 143, or 47% of the statewide total in our BMU. The over harvest of bears within our BMU is inconsistent with the stated population goal in the bear management plan.</p>				

File Number: 3756

At county council direction, staff has prepared a resolution urging the FWCC to reinstate the prohibition on bear hunting in the state, and/or within our BMU. Volusia County remains committed to protecting our natural habitats and the wildlife that inhabit them.

Recommended Motion: Approval.

RESOLUTION NO. 2016-___

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO REINSTATE THE PROHIBITION ON BEAR HUNTING THROUGHOUT THE STATE OF FLORIDA AND FOCUS MORE ATTENTION ON REMOVING CONFLICTS BETWEEN BEARS AND SUBURBAN AREAS THROUGH DETERRENT TECHNIQUES; ALTERNATIVELY, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO, AT A MINIMUM, PROHIBIT FUTURE BEAR HUNTS IN THE CENTRAL BEAR MANAGEMENT UNIT OF THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia has made significant commitments to protect natural habitats, including but not limited to habitat for bears through regulatory and land use protections, and through the award winning “Volusia Forever” program; and

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (“Commission”) has regulatory and executive powers over wild animal life, which includes the regulation of bear hunting; and

WHEREAS, in 2012, the Commission approved the Florida Black Bear Management Plan to conserve the state’s largest land mammal, which created seven Bear Management Units (“BMU”) which are geographic locations bounded by county and/or state borders with one of the seven Florida black bear subpopulations within it; and

WHEREAS, the goal of a BMU is to provide a defined area within which the Commission can have a community-focused effort to effectively manage and conserve Florida black bears; and

WHEREAS, the County of Volusia is located within the Central BMU, which has established a minimum subpopulation objective of one thousand thirty (1,030) Florida black bears; and

WHEREAS, the Florida Black Bear Management Plan provides that the management objective is to maintain or increase the current Florida black bear population within the Central BMU; and

WHEREAS, while the Florida black bear population has increased in the Central BMU by nineteen (19%) percent, this increase is less than the population increases measured in each of the state’s six other BMUs for the last two years; and

WHEREAS, the Commission estimates that available Florida black bear habitat within the Central BMU is three times greater than required to support the minimum subpopulation objective of one thousand thirty (1,030) Florida black bears, which means the biological carrying capacity of the Central BMU may be as high as three thousand (3,000); and

WHEREAS, in June 2015, the Commission approved bear hunting in certain BMUs throughout the state, including East Panhandle BMU, North BMU, Central BMU, and South BMU, reversing the statewide ban on bear hunting that had been in place since 1994; and

WHEREAS, the Commission approved bear hunting without the benefit of a statewide bear count that was slated for completion in 2016; and

WHEREAS, the authorized week-long limited bear hunt harvest objective was three hundred twenty (320) bears, with one hundred (100) within the Central BMU, a total of three hundred four (304) bears were killed in just the first two days; and

WHEREAS, the first bear hunt in twenty-one (21) years was ended early because the number of Florida black bears killed in the East Panhandle BMU was three times the established quota, and the number of bears killed in the Central BMU—one hundred forty-three (143) bears—exceeded the limit by over forty (40%) percent; and

WHEREAS, accounts of unreported killings, bears suffering a slow death, and the killing of lactating bears, which was forbidden, likely increased the death toll and reduced the Florida black bear population in the Central BMU to approximately nine hundred twenty-seven (927) individuals, below the stated minimum population target of one thousand thirty (1,030), and well below the biological carrying capacity in the Central BMU; and

WHEREAS, twenty-one (21) bears were harvested in the County of Volusia, which accounted for fifteen (15%) percent of the total for the Central BMU; and

WHEREAS, the black bear is the only bear found in Florida and is estimated to have a total population of approximately three thousand (3,000) throughout the state; and

WHEREAS, the black bear population is not sufficient to sustain hunting throughout the state, having been listed as a threatened species until 2012; and

WHEREAS, black bears tend to avoid confrontation with humans; and

WHEREAS, although bears foraging for food may lead to their unintentional presence in suburban areas, precautionary methods may help prevent their return; and

WHEREAS, the Commission Director of the Division of Habitat and Species Conservation, Thomas Eason, noted that the more than two decades of no bear hunting has made Florida black bears “relatively naïve” to the dangers of hunters; and

WHEREAS, the Commission should prohibit bear hunting statewide and focus on providing “bear-proof garbage cans” and reducing palmetto berry harvests in bear habitats instead; and

WHEREAS, if the Commission insists on conducting a future bear hunt, the Central BMU, which includes the County of Volusia, should be excluded.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE

THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA, THIS ____ DAY OF _____, 2016, AS FOLLOWS:

SECTION 1. Urges the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and focus more attention on removing conflicts between bears and suburban areas through deterrent techniques.

SECTION 2. Alternatively, urges the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the Central Bear Management Unit.

SECTION 3. Directs the County Manager to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Volusia State Legislative Delegation, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

SECTION 4. Directs the County's state lobbyists to advocate for the legislative action set forth in Sections 1 and 2 above.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Jason P. Davis, County Chair

ATTEST:

James T. Dineen, County Manager

Resolution

Florida Fish and Wildlife Conservation Commission

hereby declares:

WHEREAS, the Florida Fish and Wildlife Conservation Commission (Commission) is a duly constituted governmental agency, created to manage fish and wildlife in the State of Florida; and

WHEREAS, black bears have recovered from population declines and are a conservation success story for Florida and the Commission; and

WHEREAS, black bears are attracted to unsecured garbage at residences and businesses found in bear range; and

WHEREAS, the majority of human-bear conflicts are associated with unsecured garbage, and some of those conflicts have resulted in injury to people; and

WHEREAS, the Commission is charged with managing black bears in Florida; and

WHEREAS, the Commission works with Florida's counties, municipalities, and homeowner's associations to reduce conflicts with black bears; and

WHEREAS, the Commission will continue to respond to human-bear conflicts including removal of black bears from communities, education efforts, and enforcement of wildlife feeding prohibitions.

NOW THEREFORE, be it resolved by the Commission:

1. That the Commission does hereby encourage Florida counties, municipalities and homeowners' associations in black bear range to pass ordinances or bylaws that require garbage be secured from black bears; and
2. That the Commission shall provide model ordinances or bylaws to be used in developing such ordinances or bylaws; and
3. That such model ordinances or bylaws shall provide incentives whenever possible to assist in implementing the ordinances or bylaws; and
4. That the Commission will continue a strong education and outreach effort on living in black bear range to reduce human-bear conflicts; and
5. That the Commission will continue to aggressively remove bears where they may pose a threat to public safety; and
6. That the Commission will continue effective enforcement of wildlife feeding prohibitions to protect public safety.

DONE AND RESOLVED in this duly constituted and assembled meeting in Sarasota, Florida, this 24th day of June, 2015.



Florida Fish
and Wildlife
Conservation
Commission

MyFWC.com

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Richard A. Corbett

Chairman Richard A. Corbett

Attest: *Frank J. ...*

With the support of the following Commission members:

Brian S. Yablonski

Vice Chairman Brian S. Yablonski

Richard L. Hanas

Commissioner Richard Hanas

Charles W. Roberts III

Commissioner Charles W. Roberts III

Ronald M. Bergeron

Commissioner Ronald M. Bergeron

Aliese P. Priddy

Commissioner Aliese P. Priddy

Adrien Bo Rivard

Commissioner Adrien Bo Rivard



Florida Fish
and Wildlife
Conservation
Commission
MyFWC.com



ORDINANCE SUMMARY

The ordinance proposes to amending Section 23-21, Lake County Code, regarding Additional Garbage Cart Rules. The purpose of the ordinance is to require non bear-resistant Garbage Carts containing household garbage to be secured from bear intrusion until the Cart is permitted to be placed Curbside for Collection. The ordinance also gives customers the ability to utilize County approved bear resistant garbage carts when available.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation “* * *” indicates that all preceding or subsequent text remains unchanged. Renumbering and/or relettering were added as needed.

ORDINANCE 2016 – ___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 23-21, LAKE COUNTY CODE, ENTITLED ADDITIONAL GARBAGE CART RULES; REQUIRING THAT GARBAGE CARTS BE SECURED FROM BEAR INTRUSION; ALLOWING FOR USE OF COUNTY-APPROVED, BEAR-RESISTANT CARTS; REQUIRING NON-BEAR RESISTANT CARTS TO BE PROPERLY SECURED TO PREVENT BEAR INTRUSION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, the County is authorized to protect the public health, safety, and welfare of its residents; and

WHEREAS, according to the Florida Fish and Wildlife Conservation Commission (FWC), black bears have recovered from population declines; and

WHEREAS, as a consequence of this recovery, there has been an increase in human-bear interactions within urban and rural areas; and

WHEREAS, black bears are attracted to unsecured garbage containers, and the majority of interactions are associated with unsecured garbage containers;

WHEREAS, FWC lists Lake County as having the second highest reports of bear complaints in the State of Florida; and

WHEREAS, the Board of County Commissioners finds that it is in the best interests of the citizens of Lake County to enact these provisions.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, as follows:

1 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by
2 reference.

3
4 **Section 2. Amendment.** Section 23-21, Lake County Code, entitled Additional Garbage
5 Cart Rules, shall be amended to read as follows:

6 **Sec. 23-21. Additional garbage cart rules.**

7 Use of Garbage Carts and Set-Out Procedures are as follows:

8 (a) All Customers in Lake County shall place all of their Garbage and Rubbish in their Garbage
9 Cart in order to receive Residential Collection Service. Customers shall not put Yard Trash in
10 their Garbage Cart and are strongly encouraged to refrain from putting Recycling in their
11 Garbage Cart.

12 (b) Customers shall place their Garbage Cart at the Curbside, unless an alternative location is
13 agreed upon by the Customer and the Director, on the Scheduled Collection Day prior to six
14 o'clock (6:00) a.m. ~~on the Scheduled Collection Day~~. The Customer shall place the Garbage
15 Cart such that the handles and the wheels face away from the road.

16 (c) All Garbage must be placed inside the Garbage Cart, and no Garbage placed outside the
17 Garbage Cart will be picked up, except upon approval of the Director. At the Collection
18 immediately following a Holiday, Customers may place unlimited amounts of Garbage and
19 Rubbish at the curb, and the Garbage and Rubbish may be placed inside the Garbage Cart or in
20 any other container or Plastic Bag, as long as the Customer adheres to weight and capacity
21 limitations stated herein for Garbage Carts and other disposal containers.

22 (d) A Customer may purchase a second Garbage Cart so long as the Customer pays the
23 accompanying fee and delivery fee for the second cart, and an annual fee for additional
24 disposal. If a Customer's home is located a significant distance from the Curbside, the Director
25 may authorize two (2) thirty five (35)-gallon Garbage Carts instead of one (1) sixty four (64) or
26 ninety six (96)-gallon Garbage Cart, at no additional cost to the Customer.

27 (e) A Customer shall not place their Garbage and Rubbish in another Person's Garbage Cart or
28 disposal container, or Set Out Garbage and Rubbish for Collection on property not owned or
29 occupied by the Customer.

30 (f) A Customer shall only Set Out for Collection the Garbage and Rubbish that is generated at the
31 Customer's dwelling.

32 (g) Garbage Carts shall not be loaded with more than one hundred fifty (150) pounds or the cart's
33 rated capacity, as shown on the lid of the cart, whichever is less. Other disposal containers shall
34 not be loaded with more than fifty (50) pounds of material.

35 (h) Customers are responsible for removing their Garbage Carts from the right-of-way, replacing
36 them on their property and properly securing them by ten o'clock (10:00) p.m. on the day of
37 Collection Service.

38 (i) Customers shall have the option of using a County-approved, bear-resistant Garbage Cart, if
39 available. Non bear-resistant Garbage Carts containing household garbage shall be secured
40 from bear intrusion until the Cart is permitted to be placed Curbside for Collection.

41 **Section 3. Severability.** If any section, sentence, clause or phrase of the Ordinance is held
42 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way
43 affect the validity of the remaining portions of this Ordinance.

ORDINANCE NO. 2015-_____

SEMINOLE COUNTY, FLORIDA

AN ORDINANCE OF SEMINOLE COUNTY RELATING TO URBAN BEAR MANAGEMENT; AMENDING THE SEMINOLE COUNTY CODE TO INCLUDE A NEW CHAPTER 258 ADDRESSING REFUSE COLLECTION AND OTHER WILDLIFE MANAGEMENT TECHNIQUES INTENDED TO REDUCE HUMAN-BEAR CONFLICTS; PROVIDING DEFINITIONS; CREATING STANDARDS FOR REFUSE MANAGEMENT WITHIN IDENTIFIED URBAN BEAR MANAGEMENT AREAS; CREATING OTHER MISCELLANEOUS PROVISIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR APPLICATION IN UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY UNLESS THERE IS A CONFLICT; ESTABLISHING THE WEST SEMINOLE COUNTY URBAN BEAR MANAGEMENT AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, Seminole County is authorized to protect the public health, safety, and welfare of its residents, and has the power and authority to enact regulations for valid government purposes that are not inconsistent with general or special law; and



WHEREAS, according to the Florida Fish and Wildlife Conservation Commission (FWC), black bears have recovered from population declines and are a conservation success story for Florida and the FWC; and

WHEREAS, a consequence of this conservation success is an increase in human-bear conflicts within urban areas; and

WHEREAS, black bears are attracted to unsecured Refuse at residences and businesses found in bear range areas; and

WHEREAS, the majority of human-bear conflicts within urban areas are associated with unsecured Refuse, and some of those conflicts have resulted in injury to humans; and

WHEREAS, in 2013 and 2014 there were three human-bear conflicts that resulted in serious injuries to people in the area of Seminole County located west of Interstate 4; and

WHEREAS, the FWC reports that since 2008, it has received reports of over 6,600 human-bear “conflicts” in the area of Seminole County located west of Interstate 4; and

WHEREAS, FWC officials have described the portion of Seminole County located west of Interstate 4 as the “epicenter of human-bear conflict”; and

WHEREAS, the Seminole County Board of County Commissioners finds that the incidence of bears entering populated areas of Seminole County to forage for food in Refuse containers, and from other sources, is increasing and has reached a level that poses a threat to the health, safety, and welfare of the citizens and visitors to the County.

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

Section 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

Section 2. Short Title. This Ordinance shall be known and referred to as the “Seminole County Urban Bear Management Ordinance.”

Section 3. Intent and Purpose. The intent and purpose of this Ordinance is to minimize the risk of dangerous interactions between humans and bears in Seminole County by establishing standards for the storage of materials that attract bears within Urban Bear Management Areas.

Section 4. Creation of Chapter 258, Seminole County Code. Chapter 258, “Urban Bear Management,” is hereby created to read as follows:

PART 1. URBAN BEAR MANAGEMENT.

Sec. 258.1. Definitions. As used in this Chapter, the following terms shall mean as indicated below.

Attractant: Any substance that attracts bears or could reasonably be expected to attract bears including, but not limited to: food products, pet food, feed, compost, grain, salt or Refuse. Growing native plants such as palmetto berries, oak trees with acorns, or berry bushes are excluded from this definition.

Bear Resistant Commercial Refuse Container: A Commercial Refuse Container with a reinforced lid and a latching mechanism, or other County-approved method, that prevents access to the contents by bears.

Bear Resistant Refuse Container: A Bear Resistant Commercial Refuse Container or Bear Resistant Residential Refuse Container.



Bear Resistant Residential Refuse Container: A fully enclosed Residential Refuse Container, of sturdy construction, with a reinforced lid. The lid must have a latching mechanism that prevents access to the contents by bears.

Code Enforcement Officer: Board designated employees or agents of Seminole County whose duty it is to enforce codes and ordinances in the County or any law enforcement officer as defined in Section 943.10(1), Florida Statutes, or its successor provision.

Commercial Property: All improved property that is used for residential or nonresidential purposes and that utilize a Commercial Refuse Container for the collection of Refuse, including, but not limited to commercial, industrial and multi-family developments.

Commercial Refuse Container: Any detachable Refuse Container that is designed or intended for mechanical pickup, generally referred to as a “dumpster.”

Development Approval: Approval of Planned Development (PD) zoning, Planned Development (PD) Development Order amendments, Planned Development Final Development Plan, Subdivision Plan, Final Engineering Plan or Plat.

Person: Any individual, partnership, firm, organization, corporation, association or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Refuse: Any waste that could reasonably attract bears including, but not be limited to: kitchen organic waste, food, food packaging, toothpaste, deodorant, cosmetics, spices, seasonings and grease.

Residential Property: All improved property that is used for residential purposes and that utilizes Residential Refuse Containers for the collection of Refuse.

Residential Refuse Container: Any commonly available light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) and/or waterproof plastic bags of heavy mill construction that can be safely and securely closed.

Responsible Party: The record owner of any property subject to this Part, a tenant or occupant of any property subject to this Part, a hauler providing Refuse collection service to Commercial Properties, or the operator of a business located on any property subject to this Part.

Secured Structure: Designated structure in which Refuse is stored in such a manner as to minimize the attraction of bears and to serve as a bear resistant barrier during the interim between Refuse discard, collection and disposal.

Special Event: A use or activity offered to the general public that is not contemplated in the approved site plan or other development approval, and which is generally consistent with the applicable zoning district. Special events shall include gatherings or events, or series of related

consecutive daily gatherings or events, including but not limited to: those of an entertainment, cultural, recreational, educational, commercial, social or sporting in nature, which occur outdoors on a site.

Urban Bear Management Area: An area within Seminole County in which there is a high incidence of bears foraging for food in Refuse containers and other sources, occurring at a level that poses a threat to the health, safety, and welfare of the citizens and visitors to Seminole County. Urban Bear Management Areas will be established by Ordinance upon determination by the Board of County Commissioners that the aforementioned conditions exist. For the purposes of this Part, the term “Urban” is intended to distinguish areas of the County where development has occurred as opposed to undeveloped natural lands; as such, “Urban Bear Management Areas” may be established in any area within Seminole County where human-bear conflicts may occur, including the “Rural Area” as established within the Seminole County Home Rule Charter.

Sec. 258.2. Residential Refuse Disposal within Urban Bear Management Areas.

1. Within Urban Bear Management Areas, all Refuse from Residential Properties must be secured within a functioning Bear Resistant Residential Refuse Container or secured within a house, garage, shed, or other Secured Structure at all times, with the exception of the placement of Residential Refuse Containers at the designated collection location as permitted by this Part.

2. Residential Refuse Containers associated with Residential Property curbside collection services may be placed at the designated collection location on the scheduled collection day no earlier than 5:00 A.M. Residential Refuse Containers must be removed from the collection location and secured as soon as practicable after collection service have been provided on the same

scheduled collection day. The aforementioned time restrictions do not apply to Bear Resistant Residential Refuse Containers.

3. Recyclable materials stored outside until scheduled collection day, and/or placed at a designated collection location on scheduled collection day must be sufficiently free from residue of food and other materials so that they are not an Attractant to bears.

4. Other household items that cannot reasonably be considered Refuse or an Attractant, including but not limited to, nonedible yard maintenance waste, household items, and recyclable materials are not required to be secured within a Bear Resistant Residential Refuse Container or within a house, garage, shed, or other Secured Structure. If such waste is comingled with Refuse or an Attractant, it must be secured within a Bear Resistant Residential Refuse Container or within a house, garage, shed or other Secured Structure.

5. Development Approvals for residential subdivisions within any Urban Bear Management Area will include the requirement that Bear Resistant Residential Refuse Containers be used for all Residential Properties and common areas within the subdivision.

6. Only Bear Resistant Residential Refuse Containers chosen from a County-approved list will be considered compliant with this Ordinance.

7. Responsible Parties that choose to utilize Bear Resistant Residential Refuse Containers as a means to comply with this Part shall be responsible for all costs associated there with, including the cost to purchase the Bear Resistant Residential Refuse Containers and any additional service fee imposed by the Refuse hauler.

Sec. 258.3. Commercial Refuse Disposal within Urban Bear Management Areas.
Within Urban Bear Management Areas, all Commercial Properties are required to place Refuse within a Bear Resistant Commercial Refuse Container. Bear Resistant Commercial Refuse

Containers must remain secured at all times except when loading or unloading the Refuse, and the area around the Container must be kept clean of Refuse and debris. If damaged in a manner that would permit bear access, the damage must be reported to the company responsible for the maintenance of the Container and repaired within 48 hours after the damage is discovered. Commercial Property collection service customers will be responsible for any cost associated with compliance with this requirement.

Sec. 258.4. Special Event Refuse Disposal within Urban Bear Management Areas.

Within Urban Bear Management Areas, Special Events that occur outside must be kept free from the accumulation of Refuse. Refuse must be collected from the grounds and must be secured within the appropriate Bear Resistant Refuse Container, secured within a Secured Structure, or removed from the Urban Bear Management Area to an appropriate disposal site at the close of each day's activities.



Sec. 258.5. Construction Site Refuse Disposal within Urban Bear Management Areas.

Within Urban Bear Management Areas, all construction sites must have a designated secure container to receive Refuse. The designated container must be an appropriate Bear Resistant Refuse Container or a Secured Structure. The designated containers are to remain secured at all times except when loading or unloading Refuse. If damaged in a manner that would permit bear access, the damage must be reported to the company responsible for the maintenance of the Container and repaired within 48 hours after the damage is discovered. Construction site collection service customers will be responsible for any cost associated with compliance with this requirement.

Sec. 258.6. Compactors within Urban Bear Management Areas. Any outdoor trash compactor receiving Refuse must be kept inaccessible to bears. Compactor doors must be kept

closed and latched with a bear resistant mechanism at all times, except when loading or unloading Refuse, and the area around the compactor must be kept clean of Refuse and debris. If damaged in a manner that would permit bear access, the damage must be reported to the company responsible for the maintenance of the compactor and repaired within 48 hours after the damage is discovered. Commercial Property collection service customers will be responsible for any cost associated with compliance with this requirement.

Sec. 258.7. Feeding Bears Prohibited.

1. No Person shall intentionally or unintentionally feed or provide food to bears in any manner on any public or private property within Seminole County. A Person will be considered in violation of this Ordinance if the Person leaves or stores any Attractant in a manner that creates, or would reasonably be expected to create, a lure or enticement for bears.

2. Within Urban Bear Management Areas Responsible Parties are required to comply with the following best management practices when the failure to do so creates, or would reasonably be expected to create, a lure or enticement for bears:

a. Bird Feeders: Bird and hummingbird feeders are allowed; however, feeders must be suspended on a cable or other device so that they are inaccessible to bears, and the area below the feeders must be kept free from the accumulation of seed debris.

b. Fruit Trees: Fruit, with the exception of citrus fruits, must be picked when it becomes ripe, and all fallen fruit must be promptly removed from the ground.

c. Compost: Meat, fish, oil, dairy, large amounts of fruits or other particularly odorous Attractants are not permitted to be used for composting. Compost must be aerated and turned regularly to reduce odor and hasten the composting process, and shall be pursued consistent

with guidelines for bear-resistant composting issued by the Florida Fish and Wildlife Conservation Commission.

d. Barbecue Grills: Grease traps must be emptied, excess food must be burned off, and grills must be cleaned after each use.

e. Pet Food: Pet food or food bowls may not be left out overnight or unattended, unless kept in a secured enclosed kennel with a roof. If possible, pets are to be fed indoors. Pet food must be stored in Secured Structure or in a Bear Resistant Refuse Container.

f. Vehicles: Odorous items such as trash, groceries, pet food, soda cans, livestock grain, or coolers may not be stored in vehicles overnight.

Sec. 258.8. Enforcement and Penalties.

1. Any Responsible Party found to be in violation of the provisions of this Part may be subject to any applicable enforcement mechanisms available to the County including, but not limited to: prosecution in the same manner as a misdemeanor, as provided in Section 125.69, Florida Statutes and Section 1.8 Seminole County Code; referral to the Seminole County Code Enforcement Board or Code Enforcement Magistrate; or the issuance of a citation pursuant to Section 53, Part 2, of the Seminole County Code.

2. Each violation hereunder will be deemed a separate offence and a separate offence will be deemed committed on each day during or on which a violation occurs or continues.

3. Violations of this Ordinance are classified as a Class II violation with a civil penalty of \$100.00 per violation per day for the first five (5) offences, and a Class III violation with a civil penalty of \$200.00 per offence thereafter, pursuant to Section 53.31, Seminole County Code, or as amended.

4. The imposition of a penalty for a violation does not excuse the violation nor does it imply permission for the violation to continue. All Persons found to be in violation will be required to correct or remedy such violations or defects within a reasonable time.

5. Citation Issuance.

a. The Board of County Commissioners is authorized to designate certain employees as Code Enforcement Officers.

b. It shall be the duty of any person designated as a Code Enforcement Officer to enforce the Seminole County Urban Bear Management Ordinance (Chapter 258, Seminole County Code, or its successor), subject to the established operating procedures for enforcement activities.

c. A Code Enforcement Officer hereunder or any law enforcement officer as defined in Section 943.10(1), Florida Statutes, or its successor, is hereby authorized to issue citations for the violation of the Urban Bear Management Ordinance, when, based upon personal investigation, the Officer has reasonable and probable grounds to believe that a violation of the Ordinance exists, subject to the established operating procedures for enforcement activities.

6. Code enforcement officers must consult with the Florida Fish and Wildlife Conservation Commission or its successor agency, prior to engaging in enforcement activities relative to Section 258.7 of this Part to determine if the activity in question creates, or would reasonably be expected to create, a lure or enticement for bears as evidenced by previous reports received by the Florida Fish and Wildlife Conservation Commission indicating that human-bear conflicts associated with Attractants have occurred in the area.

7. The County Manager is hereby authorized to establish operating procedures and guidelines for the implementation of enforcement activities relative to this Part.

Sec. 258.9. Applicability. This Ordinance will apply in both the unincorporated and incorporated areas of the County; provided that any provision of this Code in conflict with a municipal ordinance will not be effective within such municipality to the extent of such conflict.

Sec. 258.10. Time Period for Compliance.

1. Residential Properties must comply with the Refuse disposal requirements contained within this Part within 30 days of the date of adoption of an Ordinance by the Board of County Commissioners establishing an identified Urban Bear Management Area.

2. Commercial Properties must comply with the Refuse disposal requirements contained within this Part within 60 days of the date of adoption of an Ordinance by the Board of County Commissioners establishing an identified Urban Bear Management Area.

3. All construction sites must comply with the Refuse disposal requirements contained within this Part within 30 days of the date of adoption of an Ordinance by the Board of County Commissioners establishing an identified Urban Bear Management Area.

4. Haulers providing Refuse collection service to Commercial Properties shall make Bear Resistant Commercial Refuse Containers available within 60 days of the adoption of an Ordinance by the Board of County Commissioners establishing an identified Urban Bear Management Area.

5. All other provisions of this Part shall become operative upon the effective date of the Ordinance enacting this Part or establishing an identified Urban Bear Management Area.

Section 5. Establishment of the West Seminole County Urban Bear Management Area. The Board of County Commissioners of Seminole County hereby finds that the area within Seminole County located west of Interstate 4, and the area immediately to the east of Interstate 4, have experienced an incidence of bears foraging for food in Refuse containers, and other sources,

occurring at a level that poses a threat to the health, safety, and welfare of the citizens and visitors to Seminole County. In light of such finding, the “West Seminole County Urban Bear Management Area” is hereby established as depicted in the attached Exhibit A.

Section 6. Severability. If any provision of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding will not affect the remaining portions of this Ordinance. If this Ordinance, or any provision thereof, is held to be inapplicable to any person, property, or circumstance, such holding will not affect its applicability to any other person, property, or circumstance.

Section 7. Conflicts. The provision of this Ordinance will prevail in the event of conflict with the provision of any existing ordinance.

Section 8. Codification. It is the intent of the Board of County Commissioners that the substantive provision of this Ordinance will become and be made part of the Seminole County Code and that the word “ordinance” may be changed to “section,” “part,” or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that Sections 6, 7, 8, and 9 of this Ordinance will not be codified.

Section 9. Effective Date. This Ordinance will take effect upon filing a copy of this Ordinance with the office of the Florida Secretary of State by the Clerk to the Board of County Commissioners.

[Balance of this page left intentionally blank; signatures on following page]

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this
_____ day of _____, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

JOHN HORAN, Chairman

CMO
12/8/15
P:\Users\ssharr\SCC\Supplement 13\Bear Management Ordinance Updated 12-07-15 (Final Approved Ordinance for CAO).docx



**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Resolution in Support of the Suwannee River Basin Outdoor Recreation Compact

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:	Heather Peebles, Special Projects Coordinator

Fiscal Impact:

This item has no current fiscal impact.

Staff Recommendation:

Option # 1: Adopt a resolution supporting the Suwannee River Basin Outdoor Recreation Compact (Attachment #1).

Report and Discussion

Background:

At the April 12, 2016 meeting, the Board directed staff to bring back an agenda item examining the opportunity to participate in the Suwannee River Basin Outdoor Recreation Compact (The Compact). The Compact was written by Dr. Helen Miller, President of the Suwannee River League of Cities (SRLC), and seeks to foster collaboration across jurisdictional boundaries to enhance and promote greenway and trail properties and related infrastructure for recreation and tourism related activities in the Suwannee River Basin and adjacent regions (Attachment #2).

During their January 14, 2016 meeting, the SRLC Board of Directors voted to support the enactment of the Compact throughout their eighteen municipal members of which five have adopted the Compact: (1) City of Live Oak, (2) City of Madison, (3) City of Williston, (4) Town of Lee, and (5) Town of White Springs. Through collaboration with the Suwannee River Water Management District (SRWMD), the fifteen counties within the District as well as their municipalities were also invited to participate resulting in the City of Hawthorne, Hamilton County, and Columbia County adopting the Compact.

Staff had several concerns regarding the Compact's formulation and prioritization of infrastructure projects seeking state and federal funding as Leon County is outside of the Suwannee River Basin and SRWMD boundaries (Attachment #3). However, staff recognized the potential benefits of working collaboratively with the Compact Signatories to preserve and promote natural regional assets and worked with Dr. Miller to draft a Resolution in support of the Suwannee River Basin Outdoor Recreation Compact (Attachment #1).

Analysis:

The Resolution identifies the unique natural features of the Suwannee River Basin and adjacent regions and recognizes the role that these assets play in attracting outdoor recreation tourism to the region. The Resolution encourages Leon County's collaboration to enhance and improve greenway and trail properties and related infrastructure as well as improve awareness of these assets. If the Board chooses to adopt the Resolution, Leon County Tourism Development would primarily represent the County in the six collaborative efforts outlined in the Resolution:

1. Support the Basin's development of a policy position defining the sensitive nature of the region's natural assets and the need to protect them from manmade influences.
2. Collaborate in the development of a Strategic Plan to identify gaps between trails, natural assets, and area attractions.
3. Collaborate in the development of an Action Plan that prioritizes greenway and trail connections, missing signage, and tourism promotion.
4. Collaborate through Leon County Tourism Development to cross promote eco-tourism and enhance visitation in Leon County and Suwannee River Basin regions.
5. Collaborate on legislative and budgetary recommendations for Compact initiatives at the state and federal level.
6. Participate in an annual Outdoor Recreation Summit.

Staff recommends that the Board adopt a resolution supporting the Suwannee River Basin Outdoor Recreation Compact.

Options:

1. Adopt a resolution supporting the Suwannee River Basin Outdoor Recreation Compact (Attachment #1).
2. Do not adopt a resolution supporting the Suwannee River Basin Outdoor Recreation Compact.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution Supporting the Suwannee River Basin Outdoor Recreation Compact
2. Suwannee River Basin Outdoor Recreation Compact
3. U.S. Geological Survey Map of the Suwannee River Drainage Basin

RESOLUTION: 2016-_____

A RESOLUTION BY LEON COUNTY, FLORIDA IN SUPPORT OF ENHANCING AND PROMOTING GREENWAY AND TRAIL PROPERTIES AND RELATED INFRASTRUCTURE FOR RECREATION AND TOURISM RELATED ACTIVITIES IN THE SUWANNEE RIVER BASIN AND ADJACENT REGIONS.

WHEREAS, Florida is underlain with a Platform bedrock, originally part of the African tectonic plate prior to the breakup of Pangea, and is unique in North America with more than two hundred fifty million years of limestone deposits including up to 20,000 feet of buildup; and

WHEREAS, Florida's limestone formations have been and remain highly sensitive to natural phenomena and man-made influences resulting in a vast network of billions of miles of small and large underground solution tubes, conduits, caves and caverns receiving, transporting, storing, and expelling water throughout the State; and

WHEREAS, the Suwannee River is the most widely known and recognized river system in the region, and served as the host for Florida's original tourist destination; and

WHEREAS, the Suwannee River Basin represents fifteen (i.e., 15%) percent of the State's landmass but is home to nearly seventy-five (i.e., 75%) percent of Florida's unique geologic features; and

WHEREAS, the Suwannee River Basin and adjacent regions encompass more than three hundred (i.e., 300) siphons and swallets, thousands (i.e., 1,000's) of miles of underground rivers and underwater caves, hundreds of Karst windows, over one thousand (i.e., 1,000) springs including North America's largest single spring (the Alapaha Rise), the world's largest spring system (i.e., Spring Creek Springs), and more first and second magnitude springs than anywhere in the world, as well as thousands (i.e., 1,000's) of miles of hiking, biking, and horseback riding greenways and trails, and paddling rivers, lakes and waterways with an abundance of colorful flora and vibrant fish and fauna; and

WHEREAS, the Suwannee River Basin and adjacent regions have numerous outdoor recreation businesses and member organizations which attract millions of region outdoor recreation tourists and account for over \$1 billion dollars of revenue annually; and

WHEREAS, the municipalities and counties of the Suwannee River Basin represent the State's most economically depressed region with some of the State's highest unemployment rates, the lowest per capita incomes, the highest incidence of health issues and the lowest quality of available healthcare; and

WHEREAS, identifying and improving municipal, county, and state greenway and trail assets and infrastructures throughout the region and supplementing the promotion of, access to, and use of Florida's world renown natural resources for recreation and tourism related activities could create vast economic opportunities and partnerships across the region; and

WHEREAS, the signatories of the Suwannee River Basin Outdoor Recreation Compact have independently taken steps to enhance and improve greenway and trail properties and related infrastructure including awareness of, access to, and use of Florida's renown natural assets for recreation and tourism related activities, all parties recognize that coordinated and collective action promoting these natural features will best serve the region and its citizens; and

WHEREAS, the Leon County Board of County Commissioners has made it a strategic priority to maintain and enhance recreational offerings associated with the County's 2,800 acres of community parks and greenways for our families, visitors and residents; and

WHEREAS, Leon County is committed to fostering a regional system of interconnected greenways, parks, open spaces, and conservation areas to protect natural and historical resources through the implementation of the Tallahassee-Leon County Greenway Master Plan; and

WHEREAS, Leon County recognizes the collective benefits of working collaboratively across jurisdictional boundaries to preserve natural regional assets and promote their use for recreation and tourism related activities.

NOW THEREFORE, BE IT RESOLVED BY THE SIGNATORIES OF THE SUWANNEE RIVER BASIN OUTDOOR RECREATION COMPACT:

Section 1. That Leon County will collaborate with the Signatories of the Suwannee River Basin Outdoor Recreation Compact to support the Basin's development of a policy position defining the unique and sensitive nature of its natural assets, the need to protect the Suwannee River Basin and adjacent regions from negative manmade influences while continuing to enhance and supplement awareness of, access to, and use of its natural assets, and to upgrade and improve the regional greenways and trails infrastructure.

Section 2. That Leon County will collaborate with the Signatories in the development of a Suwannee River Basin Outdoor Recreation Compact Strategic Plan which recognizes all existing outdoor recreation greenways and trails whether for hiking, biking, horseback riding, paddling, touring, or other purposes, highlights all gaps between existing trails, natural assets and area attractions, identifies needed hardcopy and digital literature of local and regional greenways and trails, classifies missing signage, parking, and related infrastructure, and facilitates access to area dining, lodging, product and fuel businesses as well as emergency services.

Section 3. That Leon County will collaborate with the Signatories in the development of a Suwannee River Basin Outdoor Recreation Compact Action Plan based on the Strategic Plan. The Action Plan could, at a minimum, include the following components:

- a. Identify and prioritize all greenway and trail missing links and connectors including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- b. Identify and prioritize all missing and needed signage, parking, trailhead and access point infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- c. Develop a Suwannee River Basin, region-wide, integrated information infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- d. Work with appropriate state agencies to develop and implement a Suwannee River Basin region-wide recreation and “Original Florida” tourism promotion and marketing program.

Section 4. That Leon County Tourism Development Department, otherwise known as Visit Tallahassee, will collaborate with the Signatories of the Suwannee River Basin Outdoor Recreation Compact to cross promote eco-tourism and enhance visitation in both Leon County and the Suwannee River Basin regions.

Section 5. That Leon County will collaborate with the Signatories of the Suwannee River Basin Outdoor Recreation Compact on legislative and budgetary recommendations for greenways and trails infrastructure expansion and maintenance as well as the preservation and restoration of the waters and aquifer of the Suwannee River Basin and adjacent regions to the State of Florida and United States Government

Section 6. That Leon County will collaborate with the Signatories of the Suwannee River Basin Outdoor Recreation Compact to participate annually in an Outdoor Recreation Summit which focuses on enhancing and preserving the natural assets of the region while facilitating region-wide modernization, economic growth and job creation.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,
Florida, on this the _____ day of _____ 20____.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

BY: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

BY: _____
Herbert W. A. Thiele
County Attorney

Suwannee River Basin

Outdoor Recreation Regional Compact

WHEREAS, Florida is underlain with a Platform bedrock, originally part of the African tectonic plate prior to the breakup of Pangea, and is unique in North America with more than two hundred fifty million years of limestone deposits including up to 20,000 feet of buildup; and

WHEREAS, Florida's limestone formations have been and remain highly sensitive to natural phenomena and man-made influences resulting in a vast network of billions of miles of small and large underground solution tubes, conduits, caves and caverns receiving, transporting, storing, and expelling water throughout the State; and

WHEREAS, the Suwannee River is the most widely known and recognized river system in the world, and served as the host for Florida's original tourist destination; and

WHEREAS, the Suwannee River Basin represents fifteen (i.e., 15%) percent of the State's landmass but is home to nearly seventy-five (i.e., 75%) percent of Florida's unique geologic features; and

WHEREAS, the Suwannee River Basin and adjacent regions encompass more than three hundred (i.e., 300) siphons and swallets, thousands (i.e., 1,000's) of miles of underground rivers and underwater caves, hundreds of Karst windows, over one thousand (i.e., 1,000) springs including North America's largest single spring (the Alapaha Rise), the world's largest spring system (i.e., Spring Creek Springs), and more first and second magnitude springs than anywhere in the world, as well as thousands (i.e., 1,000's) of miles of hiking, biking, and horseback riding greenways and trails, and paddling rivers, lakes and waterways with an abundance of colorful flora and vibrant fish and fauna; and

WHEREAS, the Suwannee River Basin and adjacent regions have over 500 outdoor recreation businesses and member organizations which attract more than two million out of region outdoor recreation tourists and account for over one billion dollars of revenue annually, and with access and infrastructure

improvements would more than quadruple annual visitors, increase annual revenues by five to ten billion dollars and create 10 to 50 thousand new jobs region-wide within five to eight years; and

WHEREAS, the municipalities and counties of the Suwannee River Basin represent the State's most economically depressed region with some of the State's highest unemployment rates, the lowest per capita incomes, the highest incidence of health issues and the lowest quality of available healthcare; and

WHEREAS, identifying and improving Municipal, County, and State greenway and trail assets and infrastructures throughout the region and supplementing awareness of, access to, and use of Florida's world renown natural resources for recreation and tourism related activities would create vast economic opportunities across the region, increase per capita incomes and dramatically improve healthcare outcomes; and

WHEREAS, the signatories of the Suwannee River Basin Outdoor Recreation Compact have independently taken steps to enhance and improve greenway and trail properties and related infrastructure including awareness of, access to, and use of Florida's renown natural assets for recreation and tourism related activities, all parties recognize that coordinated and collective action on this, the defining issue for the Suwannee River Basin in the 21st Century will best serve the region and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE SIGNATORIES OF THE SUWANNEE RIVER BASIN OUTDOOR RECREATION COMPACT:

SECTION 1:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop a joint policy position defining the unique and sensitive nature of the Suwannee River Basin and its natural assets, the need to protect the Suwannee River Basin from negative manmade influences while continuing to enhance and supplement awareness of, access to, and use of its natural assets, and to upgrade and improve the regional greenways and trails infrastructure.

SECTION 2:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop a Strategic Plan which recognizes all existing outdoor recreation greenways and trails whether for hiking, biking, horseback riding, paddling, touring, or other purposes, highlights all gaps between existing trails, natural assets and area attractions, identifies needed hardcopy and digital literature of local and regional greenways and trails, classifies missing signage, parking, and related infrastructure, and facilitates access to area dining, lodging, product and fuel businesses as well as emergency services.

SECTION 3:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop an Action Plan based on the Strategic Plan, understanding that no Signatory will work at cross-purposes with the other Signatories. The Action Plan could, at a minimum, include the following components:

- a. Identify and prioritize all greenway and trail missing links and connectors including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- b. Identify and prioritize all missing and needed signage, parking, trailhead and access point infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- c. Develop a Suwannee River Basin, region-wide, integrated information infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- d. Work with appropriate State Agencies to develop and implement a Suwannee River Basin region-wide recreation and “Original Florida” tourism promotion and marketing program.

SECTION 4:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop

Legislative and budgetary recommendations for local Governments throughout the Suwannee River Basin.

SECTION 5:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop Legislative and budgetary recommendations for greenways and trails infrastructure expansion and maintenance as well as the preservation and restoration of the waters and aquifer of the Suwannee River Basin to the State of Florida.

SECTION 6:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to develop Legislative and budgetary recommendations for greenways and trails infrastructure expansion and preservation as well as the restoration and preservation of water quantity and quality within the Suwannee River Basin and adjacent regions to the United States Government.

SECTION 7:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Suwannee River Basin Outdoor Recreation Compact to host on an annual basis in October an Outdoor Recreation Summit which focuses on enhancing and preserving the natural assets of the region while facilitating region-wide modernization, economic growth and job creation.

Adopted by the City of _____ City Commission on the ____ of April, 2016.

Mayor

Attest:

City Clerk



Source: <http://gulfsi.usgs.gov/suwannee/>

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for July 12, 2016 and Pre-Approval of Payment of Bills and Vouchers for the Period of July 13 through September 12, 2016

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 July 12, 2016, and pre-approve the payment of bills and vouchers for the period of July 13 through September 12, 2016.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval July 12, 2016 and pre-approval of payment of bills and vouchers for the period of July 13 through September 12, 2016. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the July 12, 2016 meeting, the morning of Monday, June 11, 2016. 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 until September 13, 2016, it is advisable for the Board to pre-approve payment of the County's bills for July 13 through September 12, 2016, 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 July 12, 2016, and pre-approve the payment of bills and vouchers for the period of July 13 through September 12, 2016.
2. Do not approve the payment of bills and vouchers submitted for July 12, 2016, and pre-approve the payment of bills and vouchers for the period of July 13 through September 12, 2016.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of the June 14, 2016, Fiscal Year 2017 Budget Workshop

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator, Scott Ross, Director of the Office of Financial Stewardship
Lead Staff/ Project Team:	Tim Barden, Principle Management and Budget Analyst Ryan Aamodt, Management and Budget Analyst

Fiscal Impact:

This agenda item has a fiscal impact and establishes Board direction for the FY 2017 tentative budget.

Staff Recommendations:

- Option #1: Ratify Board Actions taken during the June 14, 2016, FY 2017 Budget Workshop.
- Option #2: Approve the Resolution and Associated Budget Amendment related to the FY 2016 Capital Project Fund Sweep (Attachment #1).
- Option #3: Establish the maximum countywide millage rate at 8.3144 mills.
- Option #4: Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.

- Option #5: Authorize the County Administrator to execute contract amendments with the primary healthcare providers as necessary to allow payment for dental services from the realigned primary healthcare funds.
- Option #6: Approve the Resolution and Associated Budget Amendment moving funds from the Wildlife Preservation Fund to the Tree Bank Fund (Attachment #2).
- Option #7: Approve the Resolution and Associated Budget Amendments creating a budget for the Leon Works Expo, and the Leon Works Junior Apprenticeship Program (Attachment #3).
- Option #8: Approve the Resolution and Associated Budget Amendment providing funding for the additional Combination Inspector in the Department of Development Support & Environmental Management budget (Attachment #6).

Report and Discussion

Background:

Pursuant to the Board adopted budget calendar, a workshop was conducted on June 14, 2016. The purpose of the workshop was to provide staff final direction regarding the development of the FY 2017 tentative budget.

Analysis:

In accordance with the actions taken during the June 14, 2016 budget workshop, the Board authorized the following:

1. Workshop Item #1: Status Report on the Board's Strategic Initiatives and 2016 LEADS Listening Sessions

The Board approved Options #1 and #2 as presented:

1. Accept the Strategic Initiatives Status Report.
2. Accept the 2016 LEADS Listening Sessions Summary Report.

2. Workshop Item #2: Fiscal Year 2017 Preliminary Budget Overview

The Board approved Option #1: Accept staff's report on the preliminary budget.

As included in the agenda item, Option #1 recommended a fund sweep in order to provide funding for certain capital projects in the current fiscal year. This action allows projects to continue without having to wait for next fiscal year's appropriations. The necessary Resolution and associated Budget Amendment is shown as Attachment #1.

3. Workshop Item #3: Acceptance of Status Report on Healthcare Services, Approval to Realign Pool Allocation for Primary Healthcare Providers and Approval for FY17 Funding Levels

The Board approved Options #1, #2 and #3 as presented:

1. Accept the status report on healthcare services.
2. Realign \$200,000 from primary healthcare reimbursement pool to dental care thereby increasing the available funds for dental services from \$100,000 to \$300,000 for FY16 and FY17
3. Establish the FY17 funding levels for all healthcare services and programs as the current \$1,739,582 level as detailed in Table #1.

Table 1: Recommended FY17 Leon County Healthcare Program and Funding Levels

Competitive Provider Pool Reimbursements (Bond, NMC, and Apalachee Center)	Primary Care Patient Visits	\$759,015
	Dental Care Patient Visits	\$300,000
	Mental Health Patient Visits	\$264,753
	Competitive Reimbursement Total	\$1,323,768
Capital Medical Society Foundation/We Care Network		\$168,826
FAMU Pharmacy Pharmaceutical Services		\$177,500
FAMU Pharmacy Diabetes Partnership		\$67,000
Florida Healthy Kids Health Insurance Program		\$2,488
Total		\$1,739,582

To effectuate the realignment of primary health care dollars to the dental pool, staff is requesting authorization for the County Administrator to execute amended contracts with the healthcare providers.

In addition, as part to the FY 2018 budget process, the Board requested staff bring back an agenda item in March, 2017 to further consider additional funding for dental services.

4. Workshop Item #4: Acceptance of Status Report on The Community Paramedic Program and, Approval to Participate with the Tallahassee Coalition for Coordinated Care

The Board approved Options #1, #2 and #3 as presented:

1. Accept the Status Report on the Community Paramedic Program (CPP) and authorize staff to continue to work with the stakeholders towards further development of a CPP.
2. Approve staff's participation with the Tallahassee Coalition for Coordinated Care.
3. Authorize staff to close the Department of Health CPP grant in accordance with grant requirements.

5. Workshop Item #5: FY 2017 Review of Tallahassee Memorial Healthcare Trauma Center Funding Level

The Board approved Option #4: Approve funding in the amount of \$200,000 to the Tallahassee Memorial Healthcare Trauma Center in FY 2017 Tentative Budget.

In addition, the Board requested that this funding level be reviewed during the FY 2018 budget cycle.

6. Workshop Item #6: FY 2017 Review of United Partners for Human Services Funding Level

The Board approved Option #1: Approve funding United Partners for Human Services at the current level of funding of \$23,750 in the FY 2017 Tentative Budget.

7. Workshop Item #7: FY 2017 Review of St. Francis Wildlife Association Funding Level

The Board approved Option #1: Approve allocating St. Francis Wildlife Association at the current funding level of \$71,250 in the FY 2017 Tentative Budget.

8. Workshop Item #8: Approval to Use Funds from the Leon County Tree Bank to Support canopy Roads

The Board approved Options #1 and #2 as presented:

1. Authorize all current and future Tree Bank revenue to be utilized for the following: Canopy Roads Management Plan implementation and the County's annual adopt-a-tree program.
2. Authorize the reallocation of \$14,205 in unexpended wildlife preservation revenue to the Tree Bank account. The necessary resolution and associated budget amendment are reflected in Attachment #2.

9. Workshop Item #9: Consideration of Additional Funding for the Kearney Center

The Board approved Option #1: Direct staff to prepare an agenda item for the joint County/City Affordable Housing Issues Workshop scheduled for October 27, 2016, regarding the Kearney Center's revised funding request, and take no further action as part of the FY 2017 budget process.

10. Workshop Item #10: Approval to Host the 2016 Leon Works Expo and the Leon Works Junior Apprenticeship Program and Authorization to Execute a Grant Funding Agreement with Tallahassee Community College for Leon Works

The Board approved Options #1, #2, #3 and #4 as presented:

1. Schedule the Leon Works Expo on October 20, 2016 at Lively Technical Center and plan to conduct the Leon Works Expo on a two-year cycle thereafter.
2. Direct staff to coordinate with Leon County Schools to implement the Leon Works Junior Apprenticeship Program commencing in January 2017.

3. Direct staff to identify the appropriate community partner to lead the coordination of the Leon Works Expo in Fall 2018.
4. Authorize the County Administrator to execute a grant agreement with Tallahassee Community College (TCC), in a format to be approved by the County Attorney, to receive the \$100,000 appropriated by the Legislature for Leon Works Strategic Initiatives.

The necessary Resolution and Associated Budget Amendment to create a budget for the program is shown as Attachment #3).

11. Workshop Item #11: Consideration for the Creation of the Leon County Lecture Series

The Board approved Option #1: Direct staff to create the proposed Leon County Lecture Series featuring local regional and national speakers for up to \$10,000.

12. Workshop Item #12: Acceptance of the North Monroe Street Corridor Action and Management Plan and Approval of \$75,000 for Bus Stop Enhancements Along the North Monroe Street Corridor

The Board approved Options #1, #2, and #3 presented:

1. Acceptance the North Monroe Street Corridor Action and Management Plan (Attachment #4).
2. Authorize the County Administrator to send a letter of support to the Florida Department of Transportation for landscaping (“Bold Initiative”) for the US27 corridor from I-10 to Fred George Road to be included in FDOT’s FY18 - FY22 Work Plan.
3. Approve \$75,000 for bus stop enhancements along the North Monroe Street Corridor as part of the FY 2017 Tentative Budget.

13. Workshop Item #13: Acceptance of the Annual Status Report on the Sidewalk Program

The Board approved Options #1 and #2 as presented:

1. Accept the 2016 Annual Status Report on the Sidewalk Program.

2. Direct staff to include the following sidewalks to the approved sidewalk list for community enhancements:
 - a. Tier 1: Crowder Road - US 27 North to Indian Mound Road
 - b. Tier 3: Wiggington Rd – Crowder Road to Stokely Dr;
Talpeco Rd – US 27N to Doris Dr;
Doris Dr – Talpeco Rd to Fuller Rd;
Fuller Rd – Doris Dr to Okeeheepkee Prairie Park; and
Livingston Rd – US 27N to Fuller Rd.

14. Workshop Item #14: Adoption of Proposed New Policy, “Livable Infrastructure for Everyone (LIFE) Program:

The Board approved Options #1 and #2 as presented; subsequent to the workshop the County Attorney provided non-substantive edits to the draft policy which are reflected in the proposed draft policy:

1. Adopt the proposed Policy, “Livable Infrastructure for Everyone (LIFE) Program” (Attachment #5).
2. Direct staff to bring back the initial five-year Capital Plan for the “Livable Infrastructure for Everyone (LIFE) Program” for Board consideration during the FY 2019 budget process.

At the conclusion of the meeting, the Board approved a motion to formally cancel the scheduled Budget Workshop on July 12, 2016.

Additional Budget Items for Consideration:

Subsequent to additional information becoming available after the June 14, 2016 Budget Workshop, the following is provided for Board consideration.

Combination Inspector

As the economy continues to improve, the Department of Development Support and Environmental Management has seen a significant increase in building permit activity. With a quarter of the year still remaining, the Building Inspection Division has collected 95% of forecasted building permit and inspection fees. The Office of Management and Budget has projected this growth in revenues will continue into Fiscal Year 2017.

As a result, the Department of Development Support & Environmental Management has requested immediate approval of an additional Combination Building Inspector position. The position is needed to meet the increase inspection demand associated with the increased permitting workload, and to keep inspection timeframes within acceptable customer service levels. During the recession, Building Inspector positions were eliminated due to a decrease in permitting work. The long-term plan was to begin adding back positions as the permitting workload increased and necessary permitting revenue allowed.

The cost of adding this additional 1.0 FTE for the remainder of FY 2016 is \$14,778. The annualized cost for FY 2017 will be \$59,112. This cost does not require general revenue, and will be completely funded from building permit and inspection fees. Approving the position now will allow for the immediate recruitment of a Building Inspector. The necessary Resolution and Associated Budget Amendment is shown as Attachment #6.

Property Value Certification

On July 2, 2016, the Property Appraiser provided certified property values to use for the FY 2017 budget. The certified values were \$42.8 million more than the preliminary values provided on June 1, 2016 (and used for the preparation of the July budget workshop). At the current 8.3144 millage rate, this additional valuation will provide \$338,054 more in property tax revenue.

As part of the certification process, the Property Appraiser also provided certified values for the CRA TIF Districts. Based on the certified values of the Downtown and Frenchtown TIF Districts, Leon County will cost \$124,624 less than the preliminary CRA payments estimates. Early estimates were based on an estimated 9.5% growth rate in the districts. The certified values show the Downtown values increased by 13.8% and the Frenchtown values increased by 2.6%.

The combined increase in the countywide property valuations and the reduced payments to the CRA for the Downtown and Frenchtown TIF Districts provides the FY 2017 budget an additional \$462,678. In continuing to maintain a fiscally conservative approach to the County budget development process, staff recommends reducing the use of general fund balance to support the operating budget. The previously projected use of \$3.0 million would be reduced by \$462,678 to a total of \$2,537,321.

With reduction to the CRA payment, the FY 2017 Tentative Budget is \$246,129,886, a reduction of \$124,624 from the FY 2017 Preliminary Budget presented at the June 14, 2016 Budget Workshop. This is a 3.18% increase from the FY 2016 Adopted Budget.

Options:

1. Ratify the actions taken during the June 14, 2016, FY 2017 Budget Workshop.
2. Approve the Resolution and Associated Budget Amendment related to the FY 2016 Capital Project Fund Sweep (Attachment #1).
3. Establish the maximum countywide millage rate at 8.3144 mills.
4. Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.
5. Authorize the County Administrator to execute contract amendments with the primary healthcare providers as necessary to allow payment for dental services from the realigned primary healthcare funds.
6. Approve the Resolution and Associated Budget Amendment moving funds from the Wildlife Preservation Fund to the Tree Bank Fund (Attachment #2).

7. Approve the Resolution and Associated Budget Amendments creating a budget for the Leon Works Expo, and the Leon Works Junior Apprenticeship Program (Attachment #3).
8. Approve the Resolution and Associated Budget Amendment providing funding for the additional Combination Inspector in the Department of Development Support & Environmental Management budget (Attachment #6).
9. Do not ratify the Actions taken during the June 14, 2016 FY 2017 Budget Workshop.
10. Board direction.

Recommendations:

Options #1, #2, #3, #4, #5, #6, #7, and #8

Attachments

1. Resolution and Associated Budget Amendment for FY 2016 Capital Project Funding
2. Resolution and Associated Budget Amendment realigning Wildlife Preservation Funding the Tree Bank Fund.
3. Resolution and Associated Budget Amendment establishing funding for the Leon Works Job Expo and the Leon Works Junior Apprenticeship Program
4. North Monroe Street Corridor Action and Management Plan
5. Livable Infrastructure for Everyone (LIFE) Program Policy
6. Resolution and Budget Amendment Establishing a New Combination Building Inspector Position

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2015/2016 BUDGET AMENDMENT REQUEST

No: BAB16014
Date: 5/24/2015

Agenda Item No: _____
Agenda Item Date: _____

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
001	000	399900	000	Appropriate Fund Balance	7,271,200	9,600,000	16,871,200

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
001	950	591305	581	Transfer To Fund 305	-	9,600,000	9,600,000

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
123	000	399900	000	Appropriate Fund Balance	-	1,300,000	1,300,000

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
123	950	591305	581	Transfer To Fund 305	-	1,300,000	1,300,000

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
126	000	399900	000	Appropriate Fund Balance	-	2,000,000	2,000,000

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
126	950	591305	581	Transfer To Fund 305	-	2,000,000	2,000,000

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
140	000	399900	000	Appropriate Fund Balance	1,388,957	1,900,000	3,288,957

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
140	950	591305	581	Transfer To Fund 305	-	1,900,000	1,900,000

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prig</i>	<i>Title</i>			
305	950	381001	000	Transfer From Fund 001	1,535,000	9,600,000	11,135,000
305	950	381123	000	Transfer From Fund 123	-	1,300,000	1,300,000
305	950	381126	000	Transfer From Fund 126	-	2,000,000	2,000,000
305	950	381140	000	Transfer From Fund 140	465,000	1,900,000	2,365,000
Subtotal:						14,800,000	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prig				
305	026020	56400	538	New Stormwater Vehicles & Equip Machinery and Equipment	-	743,800	743,800
305	044001	56300	572	Northeast Community Park Improvements Other Than Bldgs	-	250,000	250,000
305	046001	56300	572	Parks Capital Maintenance Improvements Other Than Bldgs	1,013,419	1,710,000	2,723,419
305	047002	56300	572	Boat Landing Improvements Improvements Other Than Bldgs	-	125,000	125,000
305	057013	56300	541	Street Lights /Unincorporated Area Improvements Other Than Bldgs	-	125,000	125,000
305	067006	56300	538	Stormwater Infrastructure Prev Main Improvements Other Than Bldgs	-	550,000	550,000
305	086031	56200	523	Jail Complex Improvements Building Improvements	1,417,100	1,665,900	3,083,000
305	086053	56200	571	Main Library Improvements Building Improvements	-	395,000	395,000
305	990	59902	599	Reserve For Future Projects	-	9,235,300	9,235,300
Subtotal:						14,800,000	

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
106	000	399900	000	Appropriate Fund Balance	6,600	2,200,000	2,206,600

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
106	950	591306	581	Transfer To Fund 306	2,695,650	2,200,000	4,895,650

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
306	950	381001	000	Transfer From Fund 106	2,695,650	2,200,000	4,895,650
Subtotal:						2,200,000	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
306	051008	56400	541	Springhill Road Bridge Rehab Improvements Other Than Bldgs	-	350,500	350,500
306	053007	56300	541	Old Bainbridge Rd Safety Imp Improvements Other Than Bldgs	154,000	168,000	322,000
306	056010	56300	541	Trans & Stormwater Improvements Improvements Other Than Bldgs	2,552,801	650,000	3,202,801
306	990	59902	599	Reserve For Future Projects	-	1,031,500	1,031,500
Subtotal:						2,200,000	

Purpose of Request:

This amendment appropriates \$17,000,000 in unreserved fund balance above the adopted policy minimum to replenished general and transportation capital reserves. This action allows the Board to maintain its existing infrastructure for the next five years and maintain a sufficient amount of contingency without having to annually transfer large amounts of recurring general revenue to the Capital Improvement Program. This amendment also appropriates \$6,733,200 for the advance funding of 11 capital improvement projects to ensure the timely progress of capital facility maintenance needs and planned infrastructure improvements. These projects include New Stormwater Vehicle & Equipment (additional work crew); Park maintenance and improvements: (Northeast Community Park temporary trails, Parks Capital Maintenance, Chaires ball field) and Boat Landing Improvements); Street Lights Placement - Unincorporated Areas; Transportation safety improvements (Springhill Road Bridge and Old Bainbridge Road) Stormwater Infrastructure Preventative Maintenance, Transportation and Stormwater improvements; Jail Complex Maintenance, and Main Library Improvements.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2015/2016 BUDGET AMENDMENT REQUEST

No: BAB16017
Date: 6/21/2016

Agenda Item No: _____
Agenda Item Date: 7/12/16

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
127	934013	337420	000	Wildlife Preservation Donations	14,250	(14,250)	-
127	921053	337410	000	Tree Bank Donations	34,475	14,250	48,725
127	934013	361111	000	Pool Interest Allocation	93	(93)	-
127	921053	361111	000	Pool Interest Allocation	261	93	354
Subtotal:						-	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
127	934013	58200	537	Aids to Private Organizations (Wildlife Preservation)	14,343	(14,343)	-
127	921053	55300	541	Road Materials and Supplies (Tree Bank)	34,736	14,343	49,079
Subtotal:						-	

Purpose of Request:

This amendment realigns unexpended Wildlife Preservation fund revenue to the Tree Bank account to provide additional resources to enhance and maintain the County's canopy roads. This Amendment was tentatively approved at the June 14, 2016 Budget Workshop.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2015/2016 BUDGET AMENDMENT REQUEST

No: BAB16015
Date: 6/17/2016

Agenda Item No: _____
Agenda Item Date: 7/12/16

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	915068	337501	000	TCC-Leon Works	-	100,000	100,000
Subtotal:						100,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	915068	51200	550	Regular Salaries and Wages	-	57,960	57,960
125	915068	52100	550	FICA/Medicaid	-	4,434	4,434
125	915068	54900	550	Other Current Charges	-	7,606	7,606
125	915068	54800	550	Promotional Activities	-	30000	30,000
Subtotal:						100,000	

Purpose of Request:

This budget amendment appropriates the \$100,000 in funding from the Florida Legislature, through Tallahassee Community College, to support the 2016 Leon Works Expo (\$30,000) and an entry level skills training initiative through Leon Works Junior Apprenticeship Program(\$70,000) which will benefit 20 Junior Apprentices over two semesters.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator



North  Monroe
CORRIDOR

Action and Management Plan



Action and Management Plan

North Monroe Street Corridor Revitalization Action Plan

Category One: Rejuvenate Existing & Attract New Businesses

Goal 1: Provide Key Market Information to Assist Area Businesses.

Goal 2: Maintain Commercial Nodes.

Category Two: Beautify the Corridor and Improve Transportation

Goal 3: Pursue landscaping along the corridor

Goal 4: Improve look of the corridor with better signage standards.

Goal 5: Improve the transit stops north and south at Walmart.

Goal 6: Address access management and safety issues along the corridor.

Category Three: Enhance Great Parks, Trails and Sidewalks

Goal 7: Provide sidewalks in key areas.

Goal 8: Make connections between existing and planned parks and trails.

Category Four: Recognize and Support Vibrant Neighborhoods

Goal 9: Identify area(s) suitable for a Community Garden and Farmer's Market.

Goal 10: Develop "rebranding" for the corridor.

Category Five: Protect Lake Jackson

Goal 11: Pursue plant management programs.

Goal 12: Support existing lake management plans for stormwater infrastructure.



Action and Management Plan

Category One: Rejuvenate Existing & Attract New Businesses

Goal 1: Provide Key Market Information to Assist Area Businesses.

Project	Responsible Entity	Timeframe	Cost Estimate
1.1 Make information on existing traffic counts available in a user-friendly format to allow its use as a marketing tool for new businesses.	Tallahassee-Leon County Geographic Information Systems	Short-term	No Cost

Goal 2: Maintain Commercial Nodes

Project	Responsible Entity	Timeframe	Cost Estimate
2.1 Establish node approach for development along the corridor.	Planning Department	Complete	No Cost
2.2 Maintain future land use map lake protection nodes through the current comprehensive plan reform efforts.	Planning Department	Short-Mid	No Cost

Category Two: Beautify the Corridor and Improve Transportation

Goal 3: Pursue Landscaping Along the Corridor

Project	Responsible Entity	Timeframe	Cost Estimate
3.1 Confirm with the Florida Department of Transportation that landscaping along the US 27 corridor from I-10 to Fred George Road, including medians, is on the list of potential landscaping projects for funding consideration. <ul style="list-style-type: none"> Prepare letters of support on behalf of the Board, neighborhoods, and businesses. 	Public Works & Legislative Affairs	Confirmation Complete. Included in FDOT's FY 18-22 Draft Tentative Work Program	County Maintenance Cost: TBD



Action and Management Plan

Goal 4: Improve Look of Corridor with Better Signage

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
4.1 Revise the sign code to reduce blight and establish a consistent “gateway” signage standard for US 27 corridor. <ul style="list-style-type: none"> • Add North Monroe Corridor to the section of the code that identifies “gateway” areas for the purpose of limiting billboards. • Establish standards similar to Bradfordville for on-site signs. • Grandfather existing blighted signs but identify when they would need to be replaced to meet any new standards. 	Development Support and Environmental Services	Short-Mid	No Cost

Goal 5: Improve The Transit Stops North And South Near The Walmart Location

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
5.1 Provide an improved transit stop at the Walmart (for northbound transit routes) on the corridor to include a shelter and additional seating. <ul style="list-style-type: none"> • Program shelter amenities in coordination with StarMetro. 	StarMetro and Public Works	Short-Mid	\$15K
5.2 Support the existing stop improvement for the southbound route (at the Walmart intersection) in the Blueprint plan extension.	Blueprint, StarMetro, and Public Works	Long-term	\$60K



Action and Management Plan

Goal 6: Address Access Management and Safety Issues along the Corridor

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
6.1 Support FDOT’s on-going efforts to develop “Complete Street” standards that will address curb cuts in appropriate places.	FDOT CRTPA	Ongoing	No Cost
6.2 Monitor and support the Crowder Road right turn lane (programmed); project.	Public Works	Mid-term	Included in current CIP
6.3 Monitor and support the Talpeco Intersection Signalization (programmed) project.	FDOT (Public Works to monitor)	Mid-term	No Cost
<i>“Complete Streets” are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work.</i>			

Category Three: Enhance Great Parks, Trails and Sidewalks

Goal 7: Provide Sidewalks In Key Areas

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Estimate</i>
7.1 Prioritize the programming and construction of sidewalks on Crowder Road from the Mounds Park to US 27, allowing a sidewalk connection to the new County Park on Fred George Road.	Public Works	Mid-Long	\$1.85M
7.2 Prioritize the programming and construction of sidewalks on Old Bainbridge Road from I-10 to just north of Fred George Road.	Public Works	Long-term	\$3.0M

Goal 8: Make Connections Between Existing and Planned Parks

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
8.1 Connect the Northwest Greenway and Lake Jackson Trails north along US 27 (or alternate route) to the Town of Havana.	CRTPA	Long-term	TBD
8.2 Prioritize the connection of the Okeehoopkee Prairie Park to The Lake Jackson Mounds State Park by finishing the last .4 miles of needed trail as identified in the 2015 Updated Greenways Master Plan. The needed trail segment is state-owned property.	Blueprint & Legislative Affairs	Mid-Long	\$110K



Action and Management Plan

8.3 Support the Blueway paddle trail in the 2015 Updated Greenways Master Plan with signage throughout County-maintained facilities surrounding Lake Jackson including the planned boat ramp improvements at Jackson View Park.	Parks and Recreation	Short-term	Included in current CIP
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Category Four: Recognize and Support Vibrant Neighborhoods

Goal 9: Identify area(s) suitable for a Community Garden and Farmer’s Market

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
9.1 Explore public and private community gardens options.	Office of Resource Stewardship	Short-term	Within existing program budget
9.2 Explore a Saturday farmer’s market and food truck court at a location to be determined.	Office of Resource Stewardship	Short-term	TBD

Goal 10: Develop “Rebranding” For The Corridor

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
10.1 Development of an annual community event or festival.	Business Owners and Community Leaders	Mid-Long	TBD

Category Five: Protect Lake Jackson

Goal 11: Pursue Plant Management Program

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
11.1 Request the Fish and Wildlife Conservation Commission’s Invasive Plant Species program continue to remove invasive plant species.	Public Works & Friends of Lake Jackson	Short-term	No Cost



Action and Management Plan

Goal 12: Support Existing Lake Management Plans for Stormwater Infrastructure

<i>Project</i>	<i>Responsible Entity</i>	<i>Timeframe</i>	<i>Cost Estimate</i>
12.1 Pursue additional regional stormwater facility measures, up to and including a master stormwater management plan, based on the SWIM plan managed by the Northwest Florida Water Management District.	Public Works	Long-term	N/A. This is a broader policy issue to be determined by the Board.
12.2 Continue to support the state's efforts to maintain water quality in Lake Jackson	Public Works	Ongoing	No Cost

Timeframe Key:

- *Short - less than 1 year*
- *Mid-term - 1 to 3 years*
- *Long - more than 3 years*



Special Thanks to Participants on the North Monroe Corridor Task Force

Suzanne Lex, Florida Department of Transportation
Lealand McCharren, Lake Breeze Homeowners Association
Brandon Miller, Miller Mark Construction, Inc.
Shelby Nichols, Local Resident
Alan Niedoroda, Friends of Lake Jackson
Marisol Roberts, Huntington Estates, Homeowners Association
Candy Strand, Huntington Estates Homeowners Association
Gordon Thames, Arbor View Properties, Inc.

Produced In Coordination With

PLACE
**Leon County Development Support and
Environmental Management Services**
Leon County Parks and Recreation
Leon County Public Works

May 2016



Board of County Commissioners Leon County, Florida

Policy No. 16-XX

Title: Livable Infrastructure For Everyone (L.I.F.E.) Program Policy
Date Adopted: June 14, 2016
Effective Date: August 1, 2016
Reference: N/A
Policy Superseded: N/A

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a new Policy is hereby adopted entitled “Livable Infrastructure for Everyone (L.I.F.E.) Program Policy” to wit:

1) Purpose and Intent:

- a) The purpose of this policy is to effectuate the expenditure of two percent (2%) of the proceeds of the extension to the Local Government Infrastructure Surtax that will be dedicated to funding L.I.F.E. Projects, as approved by electorate of Leon County on November 4, 2014, commencing January 1, 2020. Use of 2% of the Local Government Infrastructure Surtax proceeds for L.I.F.E. Projects, which consists of those Projects designed to address core infrastructure needs in Leon County, are required to be authorized by the Board of County Commissioners.
- b) The intent of this policy is to develop eligibility and implementation criteria for L.I.F.E. Projects.

2) Scope:

- A. Eligible L.I.F.E. Project Categories/Types: In order to be eligible for funding consideration, Projects shall be limited to the following categories/types:
1. Waterline extension for potable water or fire protection.
 2. Water supply enhancements (tanks and wells) for fire protection.
 3. Fire hydrants.
 4. Sanitary sewer extensions.
 5. Septic tank upgrades to reduce nitrogen loading.
 6. Connection to central sewer cost assistance.

7. Connection to central sewer loan program.
8. Culvert repairs/replacements or upgrades.
9. Sense of place amenities outside the Urban Services Area.
10. Small stormwater projects (less than \$250,000).
11. Traffic intersection realignments.
12. Traffic safety projects.
13. Stormwater erosion and soil stabilization projects.
14. Cost sharing for the 2/3 Road Improvements Program - private to public road and associated stormwater costs.

B. Criteria: The following criteria shall be utilized to evaluate and rank the proposed eligible LIFE Projects: Priority shall be afforded each Project based upon the following precedential order:

1. Geographic Diversity – Projects shall be evaluated to ensure geographic diversity across the County
2. Unincorporated Area – priority shall be given to Projects in the unincorporated area of the County, however Projects in the incorporated area are not excluded from eligibility.
3. Community Leveraging – priority shall be given to Projects that can leverage additional money from grants, or community contributions of right-of-way or money.
4. Project Cost – priority shall be given to Projects for which the estimated cost of construction or match is \$250,000 or less.
5. Non-dedicated Funding Source – priority shall be given to Projects that do not have another dedicated source of funding, such as gas tax or general revenue.

C. Funding:

1. Out-year projections made during the development of the FY 2017 preliminary budget indicate that funding for L.I.F.E. Projects during the first partial year of collection (for FY 2020 collection will commence January 1, 2020) will generate approximately \$789,000 based on 2% of the Local Government Infrastructure Surtax proceeds. The first full year of collection is estimated to generate approximately \$1.1 million. This amount will be adjusted on a yearly basis based on Local Government Infrastructure Surtax revenue projections. As part of the annual budget process, staff will provide a list of potential Projects and funding allowances for Board consideration.
2. To maximize the benefit throughout the County, estimated construction cost for any Project or match shall be limited to \$250,000. However, Projects estimated construction cost or match in excess of \$250,000 are permitted, subject to Board approval during the budget process.

3. For 2/3 Roadway Improvement Program Project Assistance – Funding shall be limited to the range of 20-50%. Funding will be based on the documented economic need of the subject property owners, as follows:
 - a. For the maximum match of 50% - At least 50% of subject property owners meet the low to moderate income category, utilizing the standard CDBG methodology to calculate income.
 - b. The minimum match is 20%.
 - c. A sliding scale between the 20% minimum and 50% maximum shall be calculated based on proration of percent of subject property owners meeting the low to moderate income category. For example, if 25% meet this category the match is 25%, if 40% meet the category the match is 40%, etc.
4. All Project costs and matches are subject to availability of funding.

D. Implementation:

1. As part of the annual budget process, staff will provide a list of potential Projects or funding allowances, descriptions and costs, to commence with the preparation of the County's FY 2019 budget.
2. If funding allowances are made, the proceeds will be distributed on a first come first served basis.
3. A list of funding requests shall be maintained by staff to provide the Board information regarding utilization and funding needs.
4. The staff list presented for Board consideration, will be based on Board and community requests made throughout the year, as well as internally generated needs that meet the scope and criteria of this Policy.
5. A five year Capital Plan will be recommended for Board consideration.
6. Projects may be added or deleted from the Capital Plan based on Board consideration during the budget process.
7. Once the initial Project selection is made, additions should generally be made to years four and five of the work program to assure continuity in work flow.

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Amendments to Interlocal Agreements to Effectuate the Designation of Blueprint as the County and City Economic Development Organization and Establishment of the Tallahassee/Leon County Office of Economic Vitality

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben H. Pingree, Director of Planning, Land Management & Community Enhancement
Lead Staff/ Project Team:	Heather Peoples, Special Projects Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Approve the First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida (Attachment #1) and authorize the Chairman to execute.
- Option #2: Approve the First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director (Attachment #2) and authorize the Chairman to execute.
- Option #3: Approve the First Amended and Restated Interlocal Agreement for Joint City/County Planning and Zoning Department (Attachment #3) and authorize the Chairman to execute.

Report and Discussion

Background:

On February 29, 2016, the Blueprint Intergovernmental Agency (Blueprint) voted to authorize the designation of Blueprint as the economic development organization of record for Tallahassee/Leon County and directed the County Administrator and City Manager to establish the Tallahassee/Leon County Office of Economic Vitality (OEV) through a consolidation of the County and City economic development offices within the Blueprint organizational structure under the Department of Planning Land Management and Community Enhancement (PLACE). Additionally, the Blueprint Board directed the County Administrator and City Manager to finalize amendments to certain interlocal agreements for subsequent placement on the County and City Commission's respective consent agendas that would:

- a. Memorialize the creation of the local economic development organization, OEV, to be funded equally by the City and County;
- b. Add the Dean of the FSU College of Business, the Regional Director of the Small Business Administration at FAMU, the Chair of the Committee for Economic Opportunity (CEO) to the Economic Development Coordinating Council (EDCC) and allow an annual chair to be selected from the EDCC membership; and
- c. Permit the expansion of the EDCC to include additional members, who are business leaders from specific targeted industry sectors based upon the results of any proposed strategic plan (Attachment #4).

In April 2016, the County and City Commissions, respectively, directed their Minority and Women Small Business Enterprise Programs to be consolidated under the Tallahassee/Leon County Office of Economic Vitality effective May 16, 2016 (Attachment #5 and #6). This operational consolidation was a unanimous decision of the MWSBE Programs Evaluation Citizen Committee and has since occurred.

Analysis:

In order to effectuate the actions taken by the Blueprint Board on February 29, 2016 and the County and City Commissions in April 2016, three Interlocal Agreements between the County and City are recommended to be amended. The analysis portion of this item provides detail on each Interlocal Agreement.

First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida

The County and City entered into an interlocal agreement on October 27, 2000, which was subsequently amended on February 1, 2003 and December 9, 2015. This Interlocal Agreement establishes the Leon County-City of Tallahassee Blueprint Intergovernmental Agency.

In accordance with the direction from the County and City Commissions, the proposed First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida (Attachment #1) would:

- Recognize Blueprint as the economic development organization for Tallahassee/Leon County;
- Establish the OEV as the agency responsible for the implementation and administration of OEV Programs, including the consolidated City and County MWSBE Program, and Blueprint 2020 Economic Development Programs on behalf of Blueprint;
- Establish the OEV within the Blueprint organizational structure under the operational supervision of the Department of PLACE;
- Require the County and City to allocate sufficient funding for payment of such costs and expenses relating to operating the OEV and implementing OEV Programs, with those costs and expense being borne equally by the County and the City, up to fifty (50%) percent each;
- Add the Dean of the FSU College of Business, the Regional Director of the Small Business Administration at FAMU, the Chair of the Committee for Economic Opportunity (CEO) to the EDCC, and allow an annual chair to be selected from the EDCC membership;
- Permit the expansion of the EDCC to include additional members, who are business leaders from specific targeted industry sectors, based upon the results of any proposed strategic plan and subject to recommendation of the intergovernmental Management Committee and approval of the Board of Directors in accordance with its Bylaws; and
- Provide consistent language regarding the management of Blueprint, PLACE, and the Planning Department, as well as the responsibilities for the Director of PLACE.

First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director

The County and City originally entered into an interlocal agreement on August 11, 2011 to establish the Department of PLACE and the position of Director of PLACE.

In accordance with the direction from the County and City Commissions, the proposed First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director (Attachment #2) would:

- Recognize Blueprint IA as the economic development organization for Tallahassee/Leon County;
- Establish the OEV within the Blueprint organizational structure under the operational supervision of the Department of PLACE; and
- Provide consistent language regarding the management of Blueprint, PLACE, and the Planning Department, as well as the responsibilities for the Director of PLACE .

First Amended and Restated Interlocal Agreement for Joint City/County Planning and Zoning Department

The County and City originally entered into an interlocal agreement on September 23, 2009 to continue the joint City/County Planning and Zoning Department.

In accordance with the direction from the County and City Commissions, the proposed First Amended and Restated Interlocal Agreement for Joint City/County Planning and Zoning Department (Attachment #3) would:

- Provide consistent language regarding the management of Blueprint, PLACE, and the Planning Department, as well as the responsibilities for the Director of PLACE .

Staff recommends that the Board approve the amendments to the three Interlocal Agreements between the County and City in order to effectuate the actions taken by the Blueprint Board on February 29, 2016 and the County and City Commissions in April 2016.

Options:

1. Approve the First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida (Attachment #1) and authorize the Chairman to execute.
2. Approve the First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director (Attachment #2) and authorize the Chairman to execute.
3. Approve the First Amended and Restated Interlocal Agreement for Joint City/County Planning and Zoning Department (Attachment #3) and authorize the Chairman to execute.
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida
2. First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director
3. First Amended and Restated Interlocal Agreement for Joint City/County Planning and Zoning Department
4. February 29, 2016 Intergovernmental Agency Agenda Item, Discussion on Economic Development Organization
5. May 10, 2016 Agenda Item, Ratification of the April 26, 2016 Fiscal Year 2017 Budget Workshop
6. April 27, 2016 City of Tallahassee Commission Meeting Summary

FIRST ADDENDUM TO THE
SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
between
LEON COUNTY, FLORIDA
and
CITY OF TALLAHASSEE, FLORIDA

Dated _____ July 2016

**FIRST ADDENDUM TO THE
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS FIRST ADDENDUM TO THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT between Leon County, Florida, and the City of Tallahassee, Florida, (hereinafter, “First Addendum”), is made and entered into this ___ day of _____, 2016, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as “City”, collectively, the “Parties”.

RECITALS:

WHEREAS, on November 4, 2014, a majority of the electors of Leon County voting in a referendum did approve an extension of the local government infrastructure surtax previously imposed pursuant to Section 212.055, Florida Statutes (“Extended 2020 Surtax”); and

WHEREAS, the Parties entered into a Second Amended and Restated Interlocal Agreement, dated December 9, 2015 (“Interlocal Agreement”), to provide for services necessary and incidental to the financing, planning and construction of certain infrastructure projects and implementation of certain economic development programs to be financed with the proceeds of the Extended 2020 Surtax; and

WHEREAS, on February 29, 2016, the Blueprint Board of Directors directed the Intergovernmental Management Committee, consisting of the County Administrator and City Manager, to finalize amendments to various interlocal agreements between the Parties to create and establish, through a consolidation of the City and County economic development offices, the Tallahassee-Leon County Office of Economic Vitality (“OEV”),

which is to be created within the Blueprint organizational structure and under the operational supervision of the Department of PLACE; and

WHEREAS, the Parties wish to utilize and hereby designate Blueprint as their economic development agency and economic development organization (acting through the “Tallahassee-Leon County Office of Economic Vitality” or “OEV”) in accordance with the provisions of Section 288.075, Florida Statutes, in order to manage OEV Programs; and

WHEREAS, the Parties agree to fund both Blueprint, as their economic development agency, and the OEV for any and all costs and expenses related to implementing programs administered by the OEV and operating the OEV, including staffing, office space, and overhead, on an equal basis, with the County and the City each providing funding of up to fifty (50%) percent of such costs and expenses; and

WHEREAS, the Parties created a joint position to manage and direct the Tallahassee-Leon County Planning Department and Blueprint, hereinafter the Director of Planning Land Management and Community Enhancement (“PLACE”) by separate Interlocal Agreement dated August 11, 2011, as amended; and

WHEREAS, the Parties also desire for the Director of PLACE to manage and direct the OEV; and

WHEREAS, the Parties desire to amend the Interlocal Agreement by way of this First Addendum.

NOW, THEREFORE, the Parties do by this First Addendum and in consideration of the foregoing Recitals and following the mutual covenants and promises, the sufficiency of which being acknowledged, hereto agree that:

SECTION 1. Part II, Section 2, of the Interlocal Agreement is hereby amended by adding the following definitions, appropriately identified and in alphabetical order:

“Office of Economic Vitality Programs” or “OEV Programs” means those programs administered and promoted by the OEV, other than Blueprint 2020 Economic Development Programs, intended to aid, assist, and promote the general economic development goals of the Parties, including economic incentive programs, recruitment of businesses to Tallahassee and Leon County, promotion of the business and industrial interests of the Parties, and administration of both the City and the County Minority, Women, and Small Business Enterprise Programs.

“Tallahassee-Leon County Office of Economic Viability” or “OEV” means the agency established by this Agreement to implement and administer, on behalf of Blueprint, OEV Programs and Blueprint 2020 Economic Development Programs.

SECTION 2. Part III., Section 2. of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 2. Specific Authority: Blueprint 2020 Economic Development Programs.

With regard to Blueprint 2020 Economic Development Programs, Blueprint shall have the additional power, pursuant to direction or authorization by its Board of Directors, by its Bylaws or by the powers granted by this Agreement to:

A. Approve short term, long term and annual work plans for Blueprint 2020 Economic Development Programs, and including all powers necessary and incidental to carrying out same.

B. Require any organization providing economic development programing, with any portion of the proceeds of the Dedicated 2020 Surtax, to maintain detailed records of activities and expenditures;

C. Ensure full accounting transparency of all economic development programs;

D. Produce periodic reports detailing the relevant performance metrics of each funded economic development program;

E. Allocate sufficient funding, as needed, from the proceeds of the Dedicated 2020 Surtax, to implement the financial oversight and accountability measures prescribed in this Agreement and the Bylaws;

F. Determine the appropriate staffing and support levels for Blueprint 2020 Economic Development Programs, including the Economic Development Coordinating Committee (EDCC), as defined in this Agreement, prior to the EDCC's first meeting, which shall occur not later than February 16, 2018. At a minimum, the staff support shall be comprised of the OEV Director, as described in this Agreement; and

G. Designate the OEV Director as the primary liaison to the EDCC to prepare agenda materials, notice meetings, maintain records, and present information.

SECTION 3. Part III., Section 3. of the Interlocal Agreement is hereby created to read as follows:

SECTION 3. Specific Authority: Office of Economic Vitality Programs

With regard to OEV Programs, Blueprint shall have the additional power, pursuant to direction or authorization by its Board of Directors, by its Bylaws or by the powers granted by this Agreement to:

A. Approve short term and long term strategic plans, and approve annual work plans for OEV Programs, including all powers necessary and incidental to carrying out same.

B. Require any organization providing economic development programming, with any portion of the proceeds of the City and County funding, to maintain detailed records of activities and expenditures;

C. Ensure full accounting transparency of all economic development programs;

D. Produce periodic reports detailing the relevant performance metrics of each funded economic development program;

E. Approve periodic reports on long term strategic plan initiatives.

F. As the designated economic development agency, allocate sufficient funding from proceeds appropriated by the Parties for payment of all costs and expenses relating to operating the OEV and implementing OEV Programs, with such costs and expenses being borne equally by the County and the City, up to fifty (50%) percent each; and

G. Determine the appropriate staffing and support levels for OEV Programs, including at a minimum, staff support comprised of the PLACE Director and OEV Director.

SECTION 4. Part V., Section 2. (Staffing) of the Interlocal Agreement dated December 9, 2015, is hereby amended in its entirety to read as follows:

A. The County Administrator and the City Manager, or their designee(s), shall direct the performance of the Director of PLACE and shall jointly evaluate that performance at least annually. The Director of PLACE shall develop policies and procedures for the administration of Blueprint with regard to Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, Blueprint 2020 Economic Development Programs, and OEV Programs, which will be reviewed and approved by the County Administrator and the City Manager or their designee(s). The Director of PLACE shall manage a staff consisting of a Blueprint Director, OEV Director, and other necessary and appropriate personnel who shall have the option of being County employees or City employees, only for purposes of employee benefit administration.

B. Responsibilities of the Blueprint Director:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.

2. Coordinate with the Citizens Advisory and Technical Coordinating Committees (as defined below) and submit a long range

implementation plan, a five (5) year plan and an annual work plan to the Intergovernmental Management Committee.

3. Prepare a public information plan and sustain effective relationships with stakeholders and affected parties in regard to Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.

4. Submit project status reports to the Intergovernmental Management Committee every six months.

5. Other duties and responsibilities as prescribed by the Director of PLACE.

C. Responsibilities of the OEV Director:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2020 Economic Development Programs and OEV Programs.

2. Gather and maintain key economic and market data for the purpose of promoting business development.

3. Sustain effective relationships with stakeholders and affected parties in regard to OEV Programs.

4. In coordination with the Economic Development Coordinating Committee, develop and submit both long and short term implementation plans to the Intergovernmental Management Committee for review and approval.

5. Submit an annual work plan for review and approval by the Intergovernmental Management Committee.

6. Other duties and responsibilities as prescribed by the
Director of PLACE.

SECTION 5. Part V., Section 3. (Technical Coordinating Committee) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 3. TECHNICAL COORDINATING COMMITTEE.

A. An intergovernmental technical coordinating committee is hereby created and established to provide professional advice and technical expertise to the Blueprint Director on a project basis to be known as the “Technical Coordinating Committee.” The membership of the Technical Coordinating Committee shall be as designated in the Bylaws.

B. Responsibilities of the Technical Coordinating Committee:

1. Work with the Blueprint Director to ensure coordination with other ongoing and future projects and related issues.

2. Review Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects scope and implementation plans and make recommendations to the Blueprint Director.

3. Annually review other infrastructure projects of the City and County to ensure coordination between governments.

4. Such other responsibilities as shall be provided in the Bylaws or as provided by the Board of Directors.

SECTION 6. Part V., Section 6. B. (Economic Development Coordinating Committee) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

B. The Chairman of the EDCC shall be selected annually from the membership of the EDCC, which shall consist of the following representatives or their staff designees:

- County Administrator Designee
- City Manager Designee
- TCC Vice President of Economic & Workforce Development
- FSU Vice President of Research
- FAMU Vice President of Research
- Executive Director of Leon County Research and Development Authority
- CEO of Career Source Capital Region
- President of the Greater Tallahassee/ Leon County Chamber of Commerce
- President of the Capital City Chamber of Commerce
- President of the Big Bend Minority Chamber of Commerce
- Chair of the Committee for Economic Opportunity (CEO)
- Dean of the FSU College of Business
- Regional Director of the Small Business Administration at FAMU.

Based on the results of any proposed strategic plan, the EDCC may be altered to include additional members, who are business leaders from specific targeted industry sectors, or remove members, as the case may be, subject to recommendation of the Intergovernmental Management Committee and approval of the Board of Directors in accordance with its Bylaws.

SECTION 7. All other provisions, sections, requirements, promises, and covenants contained in the Interlocal Agreement, not otherwise in conflict with the provisions herein shall remain in full force and effect.

SECTION 8. Filing and Effective Date.

This First Addendum shall become effective upon the occurrence of all of the following: (a) the execution of this First Addendum by the proper officers of the City and the County as of the date set forth above; and (b) upon filing with the Clerk of the Circuit Court of Leon County, Florida, as required by section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this First Addendum as of the date first written above.

LEON COUNTY, FLORIDA

By: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED:
BOB INZER, CLERK OF COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
HERBERT W. A. THIELE, ESQ.
COUNTY ATTORNEY

CITY OF TALLAHASSEE

By: _____
ANDREW GILLUM
MAYOR

ATTESTED:

By: _____
JAMES O. COOKE, IV
CITY TREASURER-CLERK

APPROVED AS TO FORM:

By: _____
LEWIS E. SHELLEY, ESQ.
CITY ATTORNEY

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING THE DEPARTMENT OF PLANNING LAND MANAGEMENT AND
COMMUNITY ENHANCEMENT AND DIRECTOR**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT, is made and entered into on this ____ day of _____, 2016, by and between the CITY OF TALLAHASSEE, Florida, a Florida municipal corporation (hereinafter referred to as “City”) and LEON COUNTY, Florida, a political subdivision of the State of Florida and charter county (hereinafter referred to as “County”), collectively, the (“Parties”).

RECITALS

WHEREAS, on November 7, 2000, the citizens of Leon County approved at referendum the collection (extension) of a one cent sales tax for the purposes of constructing capital projects and other necessary infrastructure which protects sensitive environmental features within the County; and,

WHEREAS, the City and County created, by Interlocal Agreement, the Blueprint 2000 entity to serve as the governing body for the implementation of the referendum ordinance and expenditure of funds in furtherance of the infrastructure projects which were approved by the citizens of Leon County; and,

WHEREAS, on November 4, 2014, a majority of the electors of Leon County voting at a referendum did approve an extension of the Local Government Infrastructure Surtax previously imposed in accordance with Section 212.055, Florida Statutes; and

WHEREAS, the Parties entered into a Second Amended and Restated Interlocal Agreement dated December 9, 2015 (“Blueprint Agreement”), which created the Blueprint Intergovernmental Agency (“Blueprint”), to provide for the ability to issue bonds and other debt obligations and to enter into contracts and otherwise provide services necessary and incidental to

the financing, planning and construction of certain local infrastructure projects and implementation of certain economic development programs to be financed with proceeds of the Local Government Infrastructure Surtax; and

WHEREAS, the position of Blueprint Manager was established by said Second Amended and Restated Interlocal Agreement dated December 9, 2015, which position has been re-titled as “Blueprint Director”; and

WHEREAS, the City and the County have established the Tallahassee-Leon County Planning Department by separate Interlocal Agreement dated September 23, 2009 (“Planning Agreement”); and

WHEREAS, the planning functions for Blueprint infrastructure improvements and the planning functions for the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan are inter-related and thus are better supervised by one single individual; and

WHEREAS, the Parties did by the First Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida, create and establish, within the Blueprint organizational structure, the Tallahassee-Leon County Office of Economic Vitality (“OEV”), through a consolidation of the City and County economic development offices, and did designate Blueprint as the public economic development agency for the City and the County for purposes of Section 288.075, Florida Statutes;

WHEREAS, the City and the County desire to better integrate implementation, administration, and executive oversight of the planning functions, as described above, the Blueprint infrastructure projects, the Blueprint economic development programs, and the OEV under one joint department (the “Department of Planning Land Management and Community Enhancement” or “PLACE”).

NOW, THEREFORE, for and in consideration of the mutual covenants and promises, the receipt and sufficiency of which is being acknowledged, the City and the County hereby agree as follows:

1. Term and Effective Date. The Term of this First Amended and Restated Interlocal Agreement (“Agreement”) shall commence on the date on which this Agreement has been fully executed by the Parties, and shall end on December 31, 2039, unless otherwise terminated or modified by the City and County in accordance with the terms hereof.

2. Department of PLACE and Position of Director Created. The City and the County hereby create a joint Department of Planning, Land Management and Community Enhancement (“PLACE”) and the position of Director of PLACE to manage and direct the Tallahassee-Leon County Planning Department, Blueprint, and the OEV. The Director of PLACE shall be hired by the County Administrator and the City Manager acting in concert, shall serve at-will, and may be terminated by either the County Administrator or the City Manager unilaterally. The County Administrator and the City Manager, or their designee, shall direct the performance of the Director and shall jointly evaluate that performance at least annually.

3. Funding. The Director of PLACE position shall be funded as follows: fifty (50%) percent by Local Government Infrastructure Surtax revenues collected and remitted to Blueprint; and, the remaining balance shall be paid by the City and County consistent with the allocation methodology set forth in the Planning Agreement.

4. Duties and Responsibilities. The duties and responsibilities of the Director of PLACE shall be to direct and supervise the Tallahassee-Leon County Planning Department, Blueprint and the OEV in their day-to-day functions as set forth in the Blueprint Agreement and the Planning Agreement.

5. Benefits. The Director of PLACE may elect benefits as provided for by either the City or the County.

6. Location. The Director of PLACE shall have offices located in such facilities as shall be decided jointly by the City Manager and the County Administrator.

7. Conflict. In the event of a conflict between the provisions set forth herein with any provisions set forth in the Planning Agreement or the Blueprint Agreement, the provisions in this Agreement shall supersede and be binding upon all parties, including Blueprint, to the extent of any such conflict.

8. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or non-compliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after complying with Section 9. Dispute Resolution.

9. Dispute Resolution.

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

B. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in

any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

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

D. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue

whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

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

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

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

10. Indemnification. To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

11. General Provisions.

A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.

B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without

the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

I. Public Bodies. It is expressly understood between the Parties that the City is a public body corporate under the laws of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war,

or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.

L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

M. Subject to Appropriation. All payment obligations of the Parties, if any, set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

N. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

IN WITNESS WHEREOF, the parties cause this First Amended and Restated Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 2016 as of the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

BY: _____

Bill Proctor
Chairman

BY: _____

Andrew D. Gillum
Mayor

ATTEST:

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

ATTEST:

James O. Cooke, IV
City Treasurer-Clerk

BY: _____

Approved as to Form:

BY: _____
Lewis E. Shelley, Esq.
City Attorney

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR THE JOINT CITY/COUNTY PLANNING AND ZONING DEPARTMENT**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE JOINT CITY/COUNTY PLANNING AND ZONING DEPARTMENT, is made and entered into on this ____ day of _____, 2016, by and between the CITY OF TALLAHASSEE, Florida, a Florida municipal corporation (hereinafter referred to as “City”) and LEON COUNTY, Florida, a political subdivision of the State of Florida and charter county (hereinafter referred to as “County”). The City and the County are also individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, under the respective parties’ Home Rule Authority, and Florida law, the City of Tallahassee and Leon County, Florida are authorized to enter into and carry out interlocal agreements related to common duties and functions of said governments; and

WHEREAS, both Leon County, Florida and the City of Tallahassee desire to continue their cooperation with regard to the provision of planning and zoning services to the citizens of both entities; and

WHEREAS, the City of Tallahassee and Leon County, Florida previously entered into an Interlocal Agreement between Leon County, Florida and City of Tallahassee for the Joint City/County Planning and Zoning Department dated September 23, 2009 (“Interlocal Agreement”); and

WHEREAS, it is of benefit to all of the citizens of the City and the County that both governments continue to resolve issues related to planning and zoning in a cooperative manner; and

WHEREAS, the Joint City/County Planning Department (“Planning Department”) is required to conduct long-range planning to include comprehensive and transportation planning, as well as current planning operations; and

WHEREAS, the Parties do by this instrument desire to amend and restate the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the City and the County do hereby agree as follows with regard to the Planning Department:

SECTION 1. MANAGEMENT. The Planning Department shall continue to be established by this First Amended and Restated Interlocal Agreement and shall be managed in accordance with the following practices and procedures:

1.1. The Director of Planning Land Management and Community Enhancement (“PLACE”) shall manage and direct the day-to-day management and operations of the Planning Department in accordance with the provisions of this Agreement.

1.2. The employment and management of the Director of PLACE shall be governed by the provisions of the First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement and Director dated _____, 2016.

1.3. The Planning Department budget requests shall be submitted by the Director of PLACE in a format and following such procedures as are specified by the City Manager and by the County Administrator, or their respective designees. The budget shall be amended and approved as a part of each respective government’s budget process.

1.4. The City Manager and the County Administrator, or their respective designees, and the Director of PLACE, shall develop performance measures to evaluate the services provided to each government by the Planning Department. The annual review shall include a joint prioritization of work tasks.

1.5. The Planning Department shall follow City operational policies and procedures (including but not limited to, facilities, purchasing, finance, accounting, payroll, information and automated services and risk management), except for purchases specific to County projects only.

1.6. The Planning Department shall be responsible for implementing and maintaining the Comprehensive Plan, along with its administration and the processing of any amendments thereto.

1.7. The Planning Department shall also be responsible for processing any requests for rezonings in either of the respective jurisdictions.

SECTION 2. LOCATION.

As provided in the Interlocal Agreement for Joint Management and Use of the Frenchtown Renaissance Center (the "Use Agreement"), the City and the County jointly own and manage the building known as the "Renaissance Center," within which the Planning Department shall continue to be housed as same exists upon the effective date of this Interlocal Agreement (within the "City Premises" as identified in the Use Agreement). To the extent that the Planning Department occupies space to the benefit of the County in areas of the Renaissance Center that are within the City Premises, the County agrees to pay to the City its pro rata share of all maintenance and operation of the Renaissance Center on a per square footage basis.

SECTION 3. PERSONNEL.

3.1. During the term of this First Amended and Restated Interlocal Agreement, all new employees of the Planning Department, may choose at the time of employment to enroll in the retirement, life insurance, and healthcare programs of either the City or the County. This selection of either City or County employment status for purposes of benefit selection of employees of the Planning Department cannot be changed.

3.2. The authority to hire and terminate jointly funded employees belongs to the Director of PLACE. The personnel policies, including but not limited to layoff, leave, anti-harassment, anti-discrimination, reporting, and grievance policies, and any other matters related to the employment of Planning Department employees, shall be in accord with the policies and procedures of the government whose benefits have been selected by the Planning Department employee.

SECTION 4. FUNDING.

4.1. Each governing body shall fund the Planning Department budget based upon the per capita population within the corporate limits of the City and the unincorporated area of the County, as established in the most recent certified census for each government. These costs shall include operation and maintenance of office space, personnel costs, and overhead, for all matters within the Planning Department.

4.2. Cost allocations are defined as those costs provided to the Planning Department which include, but which are not limited to, facilities, human resources, accounting, purchasing, information and automated services, garage charges, if any, and risk management.

4.3. Any costs which are exclusive to either the City or the County shall be paid by the respective government utilizing such exclusive services.

4.4. The annual budget of the Planning Department, which is to be funded as set forth above, shall be approved, prior to the inception of each budget year, by both the City Commission and the County Commission before such budget shall become effective. Nothing herein shall be construed as to compel either the City or the County to adopt a budget to fund the Planning Department as described herein.

4.5. The budget staffs of both the City and County shall coordinate the said budgets before they are presented to the City and County Commissions, respectively. Such coordination shall include personnel costs, salary adjustments, if any, and the number of personnel which are to be utilized within the Planning Department.

SECTION 5. REVENUES.

5.1. All local revenues collected by the Planning Department originating within the corporate limits of the City shall be paid to the City, and likewise, all local revenues collected by the Planning Department originating within the unincorporated areas shall be paid to the County. The respective budget departments of the City and County shall prepare an annual report providing a listing of all such revenues and all grant funding received by the Planning Department in the preceding fiscal year.

SECTION 6. GRANTS.

Each government shall notify the other of executed grant agreements, and the acceptance of any gifts, or other funds, or requests. The Director of PLACE is hereby authorized and directed to seek and obtain grants where no matching funds above that which are already provided in the Planning Department's budget are necessary.

SECTION 7. DISPUTE RESOLUTION.

7.1. The parties shall attempt to resolve any disputes that arise under this agreement in good faith and in accordance with this Section. The provisions of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this agreement, as an alternative dispute resolution process, is hereby encompassed within Section 7. The aggrieved party shall give written notice to the other party setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the “Dispute Notice.”

7.2. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

7.3. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator, or their respective designees, who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

7.4. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement between the parties, then either party may require the dispute to be submitted to mediation by delivering written notice thereof (the “Mediation Notice”) to the other party. The mediator shall meet the qualifications as set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the parties within ten (10) days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either party can request that a mediator be

selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.

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

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

7.5.2. Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following deliver of the last such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government planning and/or zoning.

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

SECTION 8. TERM OF AGREEMENT.

The Term of this First Amended and Restated Interlocal Agreement shall commence on the date on which this Agreement has been fully executed by the Parties, and shall end on December 31, 2039, unless otherwise terminated or modified by the City and County in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

BY: _____
Bill Proctor
Chairman

BY: _____
Andrew D. Gillum
Mayor

ATTEST:

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

ATTEST:

James O. Cooke, IV
City Treasurer-Clerk

BY: _____

BY: _____

Approved as to Form:
Leon County Attorney's Office

Approved as to Form:

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

BY: _____
Lewis E. Shelley, Esq.
City Attorney



Agenda Item Details

Meeting	Feb 29, 2016 - Blueprint 2000 Intergovernmental Agency Meeting
Category	V. General Business- 2020 Sales Tax Extension
Subject	9. Discussion on Economic Development Organization
Type	Discussion

STATEMENT OF ISSUE:

The purpose of this agenda item is to obtain direction from the Intergovernmental Agency (IA) regarding:

- Establishing an economic development agency;
- Hiring a consultant to assist in the development of a long-term economic development strategic plan;
- Proposed improvements to the Economic Development Coordinating Committee; and
- An implementation timeline.

BACKGROUND:

The economic development landscape has changed dramatically in recent decades and continues to evolve at the velocity of changes in innovation, technology and globalization. Yet our local (and even state and national) models for economic development have remained fairly static over this time. For many years in our community, people have observed and discussed our local economy in terms of its potential. More harsh critiques note its persistent lack of investment, slow and siloed decision-making, absence of coordination, little or no discernible strategic planning and even an overall complacency related to our local economic development efforts. In recent years, a dichotomy began to evolve characterized by local governments, universities, businesses and entrepreneurs individually and collectively engaging in a level of effort around innovation, job creation, talent retention, creativity and entrepreneurship not previously experienced in our community.

Recognizing the need to invest in and cultivate this evolving landscape, the County and City Commissions approved becoming only the second community in the state of Florida to include economic development as part of their sales tax initiative. On November 4, 2014, 65% of the voters overwhelming approved a 20-year extension of the sales tax, which included 12% (estimated at \$90.7 million) set aside to support economic development projects, programs, and initiatives. Understanding the enormity of the opportunity for transformational change created by the sales tax, and in order to support, sustain and propel our collective economic development efforts, a new model is required.

Economic Development Organization (EDO) Best Practice Models and Comparables:

The following section is provided because members of the IA may wish to have a broader context of other EDO models. The field of professional economic development has expanded significantly during recent decades. Currently, there are more than 13,000 primary economic development organizations within the United States and many more internationally. The three primary models for economic development organizations (EDOs) are public-based with strong private sector engagement, private *based*, and public-private models similar to the former Economic Development Council (EDC).

There is no ideal structure based on the size or development of a community. The success of an EDO largely depends on the processes, leadership, and development and implementation of a strategic plan that fits the community best. Generally, economic development organizations focus exclusively on economic development activity, programs and services, allowing natural growth from the local economy to spur community and business development.

According to the International Economic Development Council (IEDC), a high-performing EDO fulfills its mission by following internal best practices. "It builds relationships and community capacity to foster broad prosperity and it embodies adaptability, responsiveness and integrity. It sees, and sometimes makes, new opportunities. It employs its capacities and resources to the fullest, sets its goals high, and works diligently to attain them." The IEDC's Economic Development Research Partners Program found that organizationally, high-performing EDOs tend to share eight success factors. Top performing EDO's:

1. Are customer-driven;

2. Operations align with a strong strategic plan;
3. Measure results and make adjustments accordingly;
4. Serve as creative risk-takers;
5. Build strong alliances and networks across sectors;
6. Earn the trust and respect of their communities and stakeholders;
7. Are highly efficient with funding and resources, and
8. Invest in their people with professional development opportunities.

According to a staff review of EDO best practices, “Economic development is about positioning the economy on a higher growth trajectory. It is the product of long-term investments in the generation of new ideas, knowledge transfer, and infrastructure, and it depends on functioning social and economic institutions and on cooperation between the public sector and private enterprise. Economic development requires collective action and large-scale, long-horizon investment. It is within the purview of government” (-UNC Chapel Hill: <https://www.eda.gov/tools/files/research-reports/investment-definition-model.pdf>).

EDOs typically have the following core functions: collecting and analyzing data analytics; providing data analysis and recommendations to strategically plan for economic development; marketing and promotion of the community, including handling prospect visits; business retention and expansion; workforce development and talent retention and acquisition; business incubation and acceleration; and participates and supports entrepreneurial/startup activity. As part of the extensive best-practice review, staff reviewed a number of comparable communities to examine in depth the various models that align with our present status and opportunity, have been identified as best-practice, and/or provide relevant aspirational achievement that our community can benefit from: Lee County, Florida; Charleston County, South Carolina; and Nashville, Tennessee. Additionally, the Mayor’s Office has provided a summary of 13 other EDO’s which has been included as Attachment #1.

Lee County, Florida: The Fort Myers Regional Partnership is the regional brand name for the Lee County Office of Economic Development (public model). Serving as the EDO, its Office of Economic Development interacts with the private community through the Horizon Council and Horizon Foundation. In addition, the County has developed a public-private advisory board, which functions similar to the EDCC established as part of the governance of the sales tax economic development program. The strategic planning process was led by the Executive Committee for a long-range plan to 2025 detailing partner roles and economic development benchmarks. Lee County incorporated a collective private enterprise voice in developing a strategic roadmap to 2025 and appears to have built a strong alliance and network across sectors.

Charleston, South Carolina: The Charleston County Economic Development Department (CCEDD) is a county government office. It works closely with the Charleston Regional Development Alliance, a non-profit economic recruitment and marketing organization serving as the EDO (public & non-profit model). The regional office works in tandem to the local office as it markets the Charleston region on behalf of three counties and partners throughout the region, smaller municipalities, and government allies in Charleston County. Through measuring results, the CCEDD adjusted after it concluded that the regional alliance was focusing more upon gaining investors and managing board relations than it was spending time recruiting industry. The county, in efforts to be efficient with funding and resources, reduced funding to the regional board to reallocate funds to assist in both current industry retention efforts and recruitment of new industry.

Nashville, Tennessee: Partnership 2020 is a public-private enterprise that utilizes eleven staff members from the Nashville Chamber of Commerce and serves as the EDO for the Middle Tennessee region. This public-private partnership reflects a model used locally prior to the separation of the EDC and the Greater Tallahassee Chamber of Commerce. Partnership 2020 is executing a five-year economic development strategy from 2011 to 2016 with funding and leadership provided by the public and private entities. Nashville focuses on its regional assets and serves as a creative risk-taker. The city approaches economic development by investing and building upon an international brand of Music City and tourism as the city’s No. 2 private employer. The strategic planning process and community-wide effort of economic development efforts led to Partnership 2020. Economic development efforts, from the public and private arm, are guided through this strategic plan. Funding and leadership rose through cross-sector efforts of 280 corporate, association, and government entities.

The key elements of success that the majority of these entities possess are a strong partnership between the private and public sector and a long-range strategic plan.

Recommended Model

As described in the following analysis, staff proposes a model that is not merely an incremental improvement in the way the economic development function is provided in our community, but will result in framework to support a true economic development ecosystem positioned to provide results equal to the opportunity that presents itself. This economic development ecosystem model:

Ensures *accountability, transparency, citizen engagement and professional management of economic development projects, programs and initiatives, while simultaneously leveraging ideas, innovations and intellectual capital through the continuous coordination of the community’s economic development partners.*

Given the importance of speed in decision making and clarity of mission inherent in economic development, the model features one governing body supported by citizen and community review, expert input, layers of accountability and transparency, and dedicated professional staff. For purposes explained more fully in this agenda item, this proposed model recommends utilizing the Blueprint organizational structure to support and enhance the local economic development organization (EDO). This organizational structure affords the opportunity to align and fully leverage considerable technical and professional resources which currently reside within the County and City Economic Development Offices, Planning Department, GIS, and Blueprint, and to eliminate the existing duplication of efforts. As such, this model includes a consolidated Office of Economic Vitality housed within the Department of PLACE. In addition to the alignment of resources, this organizational structure also provides for an integration of policy, the collection and utilization of data, and coordinated implementation of projects and initiatives which cross over the planning, land use and economic development spectrum. This office will provide a one-stop-shop for economic development and will be responsible for the day-to-day execution of a strategic economic development plan to be developed and implemented utilizing the considerable expertise of our community's economic development partners.

ANALYSIS:

Our community is fortunate to have a stable local economy supported by strong local businesses, excellent schools, progressive local governments and a wealth of talent due to the presence of our institutions of higher education. We have enjoyed steady, incremental progress in the area of economic development and have been well served by an economic development model featuring the Economic Development Council (EDC) as the community's EDO. This model has benefitted from strong volunteer participation and highly professional leadership, but has operated with very limited non-dedicated local government funding and business member contributions from a relatively small local business base. While this model has not suffered from a lack of commitment from local business, local government or the organization's professional staff, it has had limited capacity to coordinate and fully leverage the economic development assets of this community.

The evolution of our community's economic development efforts, including passage of the sales tax with significant revenues dedicated to economic development, requires a new model to serve as a foundation to support an economic development ecosystem. This ecosystem model is necessary to grow and sustain the economic health and vitality of the community. As with any type of ecosystem, the health of the ecosystem is not determined by the absence of threat or challenge, but by the presence of a resilient, sustainable model which utilizes the diversity of its resources to the greatest extent and promotes the interdependence of its community members. To provide the foundation necessary for the economic development ecosystem to thrive, staff recommends establishing the Blueprint Intergovernmental Agency as the new EDO.

Blueprint Intergovernmental Agency

When the County and the City created the Blueprint Intergovernmental Agency and the organizational structure to implement the infrastructure sales tax passed in 2000, it was born from a collective sense of urgency in the community to realize the potential before us and the knowledge that things had to be done differently to get the results that were possible. The unique organizational structure was created to unify governing, policy and funding decisions, eliminate silos, leverage significant financial resources from outside the community, and unleash the private sector to do their work inside the community. Because of the significant infusion of dedicated public dollars provided through the support of the local electorate, the structure was designed to provide transparency, accountability, reporting, independent financial review, and citizens' input. Importantly, it also put in place a management structure that not only brought all the resources of the County and City governments to bear but provided singular focus in the strategy, planning, and execution of projects. The results relative to infrastructure have been transformational across the community, and the same is anticipated by integrating economic development efforts into this model.

Blueprint Structure Delivers Results

Infrastructure has always been an integral driver of economic vitality. Commerce and industry rely on highways, water, electricity; the pipes, roads, and bridges to support economic activity in order to build healthy, vibrant communities. A well planned and highly functioning public infrastructure quite literally creates the pathways to move commerce and lays an essential foundation necessary to attract private investment. In an increasingly mobile economy where more and more people decide where they want to live and work (and in that order), infrastructure like parks, trails and greenways which support recreational and cultural activities are not only important to a community's quality of life, but are differentiators in recruitment and job growth.

The existing infrastructure sales tax has provided tremendous economic benefit to this community. At a time when communities throughout the country have faced notorious challenges associated with aging infrastructure, deferred maintenance, disinvestment and unsustainable infrastructure financing, this revenue source provided our community the ability to build "game-changing" projects, create countless jobs, and spur significant private investment. And the results have been obvious to anyone living in or visiting the community. What has not been as obvious to those unfamiliar with the inner workings of local government is the vital role that the Blueprint organizational structure has played in effectuating these results.

Blueprint Ensures Accountability

Much of the success of the current sales tax funds can be attributed to the structure of Blueprint which provides for intergovernmental coordination and cooperation, citizen involvement in important decision making, and integration of project planning and project implementation. Specific to the economic development proceeds, the Sales Tax Committee also recommended, and the City and County incorporated into the interlocal agreement, the following quality control mechanisms in to the governance of these funds:

- Require all economic development projects and participating groups to maintain (for the life of the tax) detailed records of activities and expenditures.
- Full accounting transparency including sources and uses of funds.
- Periodic reports detailing the relevant performance metrics of each funded project.
- Full financial and compliance audits performed by nationally recognized independent auditing firms.
- Allocate sufficient funding from the economic development portion to provide financial oversight and accountability.

Blueprint is governed by the IA (County and City Commissions) and its daily operations are overseen by the Intergovernmental Management Committee (County Administrator and City Manager) and the Department of PLACE (Planning, Land Management and Community Enhancement). The combination of County and City Commissioners all serving on the IA Board allows for joint project prioritization, policy direction, and funding determination for the community's most transformational projects which are holistic in nature and transcend governmental jurisdictional boundaries.

Economic Development Ecosystem

To achieve the level of inter-organizational alignment of resources and strategic focus provided by the proposed model would be considered a tremendous accomplishment on its own. However, as previously mentioned the design of this model is not only intended to result in significant enhancements in efficiency and effectiveness in the area of economic development, but to provide a framework to support a true economic development ecosystem.

According to Victor Hwang of Forbes (April 26, 2014), "When an ecosystem thrives, it means that the people have developed patterns of behavior – or culture – that streamline the flow of ideas, talent, and capital throughout a system." The proposed ecosystem is designed to reinforce this culture through the engagement and leveraging of our community partners' ideas, talent and capital. Our community is fortunate to have numerous strong public and private organizations and partner agencies committed to the economic vitality of the region.

Within an economic ecosystem, the function of leaders is valued by the community because it enables all stakeholders and partners to move to a shared vision to align their investments and to find mutually supportive roles. For an economic development ecosystem to thrive, it requires a "keystone" organization. Blueprint is not only uniquely structured to be the keystone organization in the economic development ecosystem, but has a proven track record in implementing an ambitious vision through working with community partners to execute projects, engaging citizens and operating as a transparent, accountable public entity.

Keystone organizations in the economic development ecosystems:

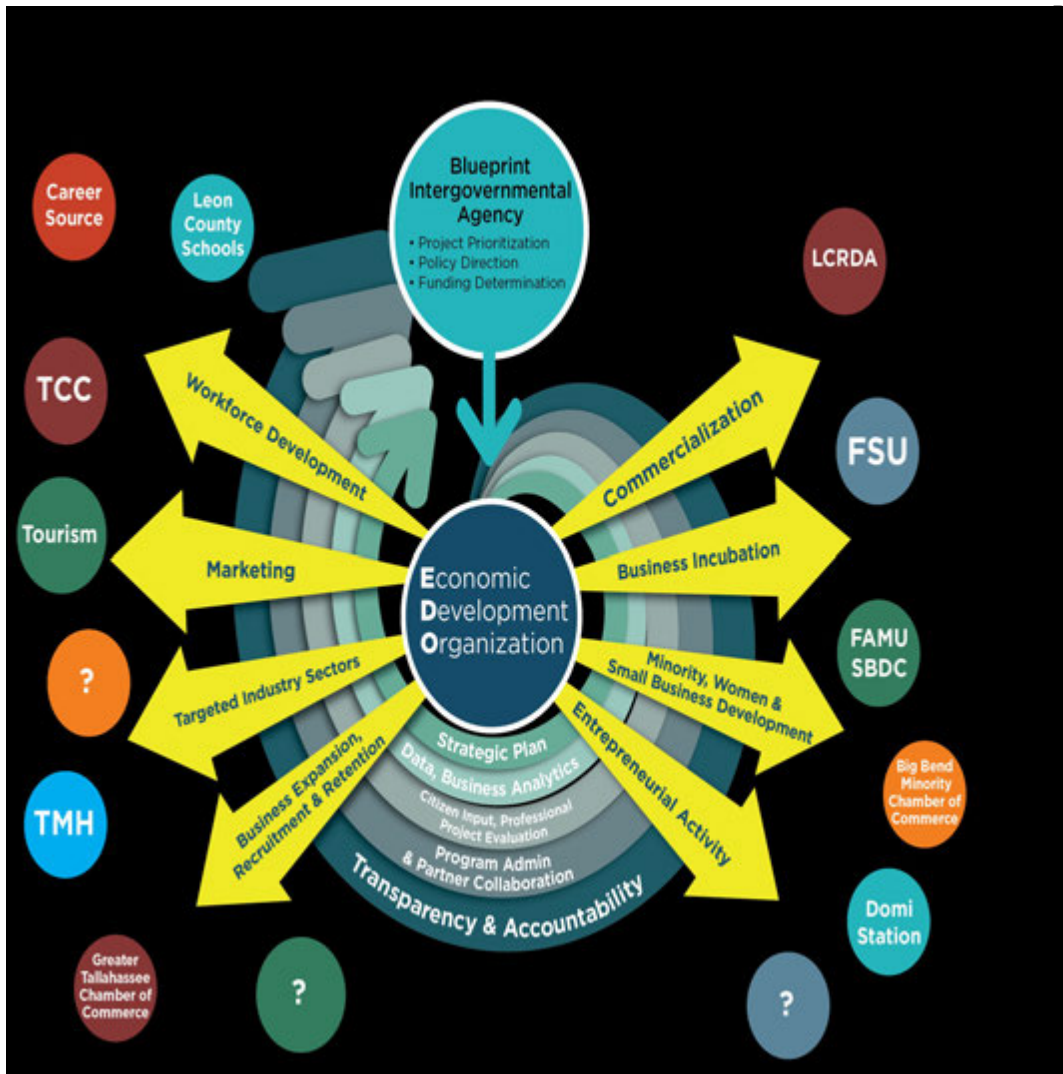
- Provide leadership in the development, operation and distribution of the assets (*sales tax proceeds*) that ecosystem members use to build or deliver products and services.
- Establish trust relationships through collaboration and coordination with economic development partners.
- Do not compete with ecosystem members.

This community's economic development ecosystem addresses all of the key factors that Dr. Rosabeth Moss Kanter, professor of business administration at the Harvard Business School, suggests make an ecosystem function:

"...turning ideas into enterprise; linking small and large businesses; better connecting education to jobs; and encouraging cross-sector collaboration."

Through formalized relationships with economic development partners, and the leveraging of community resources, the ecosystem provides the necessary environment for all of these factors to thrive. The keystone organization provides the foundation for partner entities and independent organizations to perform in a collaborative coordinated environment that allows all entities to interact in a mutually beneficial manner. This alignment allows the community to move toward a collective vision.

Building on industry best practices, and the inherent strengths of our community, Diagram 1 (larger version in Attachment 2), provides a graphic depiction of how the proposed local economic development ecosystem functions.



The balance of this agenda item outlines the specific elements of our local economic development ecosystem, the proposed approach to developing a long term strategic plan for economic development, comparison of other EDOs, proposed improvements to the EDCC and an implementation timeline.

Proposed Ecosystem Model Enhancements

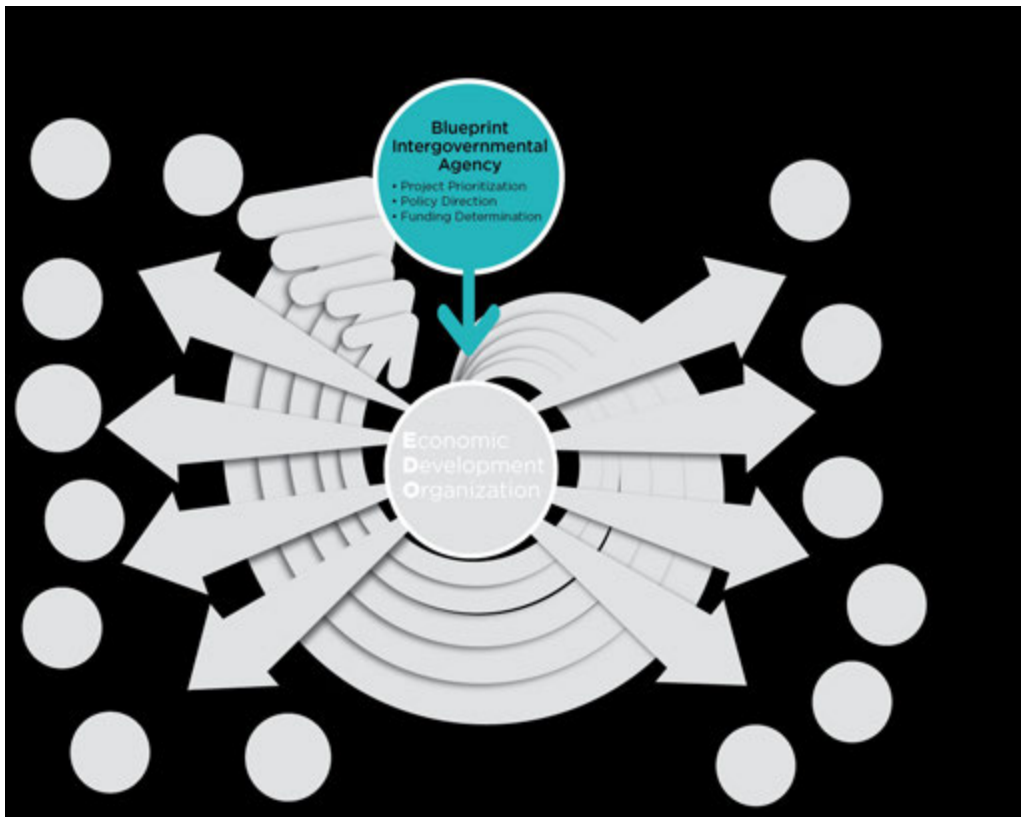
Because of Blueprint’s historic role in the planning, design and construction of “hard” capital projects, it might at first blush be difficult for some to recognize the advantages of this structure in supporting economic development. By design, the Blueprint structure has proven to be a model in the expert administration and project management of these “hard” projects. It should be noted that the proposed model (by design) advances the “hard and soft” aspects of economic development.

Like the “hard” aspects of capital projects that the Blueprint structure has proven to be a model in effectuating, economic development also has considerable “hard” elements which require similar management and oversight. These also include facilities, money, programs, labor, supply chains, legal contracts, and so on. In supporting the economic development ecosystem, the Blueprint structure will also by design prove to be very capable in facilitating the “soft” elements of economic development which include connectivity, trust and collaboration.

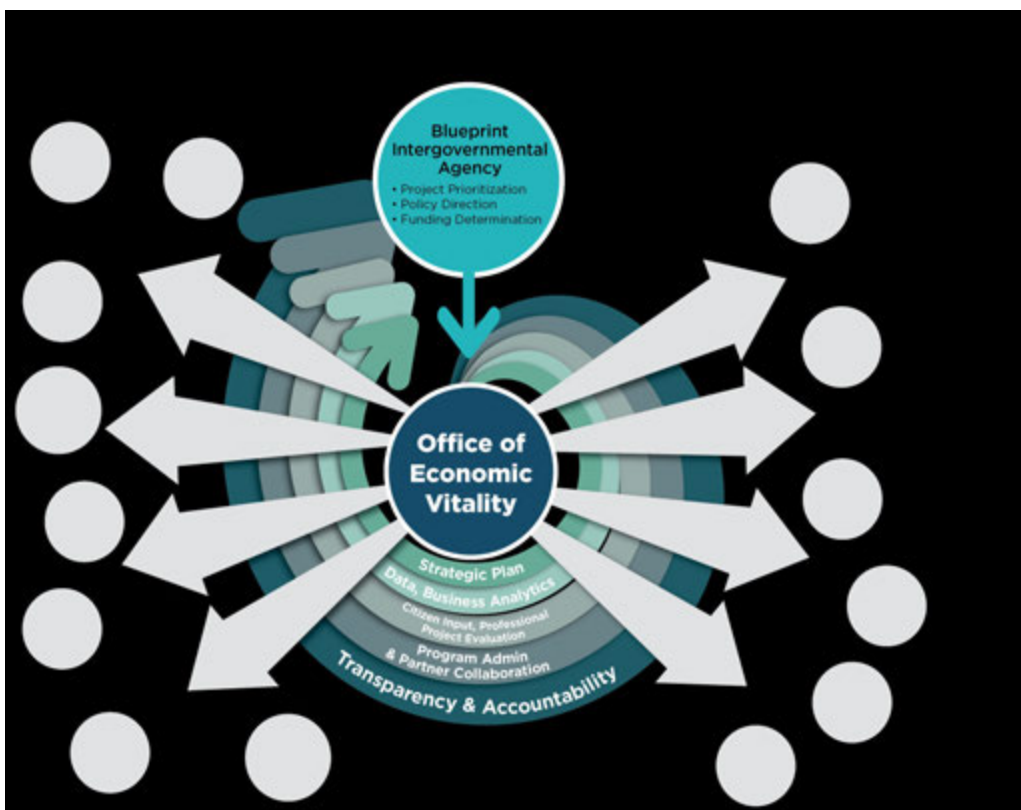
The following analysis provides more details related to the benefits of utilizing the Blueprint structure to support the economic development ecosystem.

One Accountable Governing Body

Under the previous approach to our local economic development efforts, there were two distinct local governments and an EDC with a separate governing board of more than forty members. While the entities worked well together and had formalized contractual relationships for the administration of specific economic development programs, the model was incapable of leveraging the economic development resources of the community in a comprehensive economic development strategy.



Even executing the basic “blocking and tackling” of economic development through the utilization of “shelf-ready” state and local incentive programs like the Qualified Targeted Industry Program (QTI) or the Targeted Business Program (TBP) could be very cumbersome and time consuming under the previous model. The proposed model addresses concerns identified in recent years by local businesses and applicants seeking tax incentives regarding the lag time between the scoring of an application and the approval by the County and City Commissions. Both Commissions’ agenda processes require at least a two-week lead time in order to prepare and publish the agenda items approximately one week before their respective public meetings. The more complicated the proposal, the more lead time that is generally needed for staff to review the legal, financial, and policy implications of a project.



Convening as two separate policy making bodies, the County Commission may impose certain changes or requirements during its meeting on Tuesday night while the City Commission could modify its requirements on Wednesday night. Such a scenario would require a two week delay and reconsideration by both Commissions in order to approve identical tax incentive terms. Shifting these policy decisions from the individual Commissions to the IA offers greatly improved efficiency, not only for businesses seeking tax incentives, but for the deliberation of all economic development policy benefitting the community.

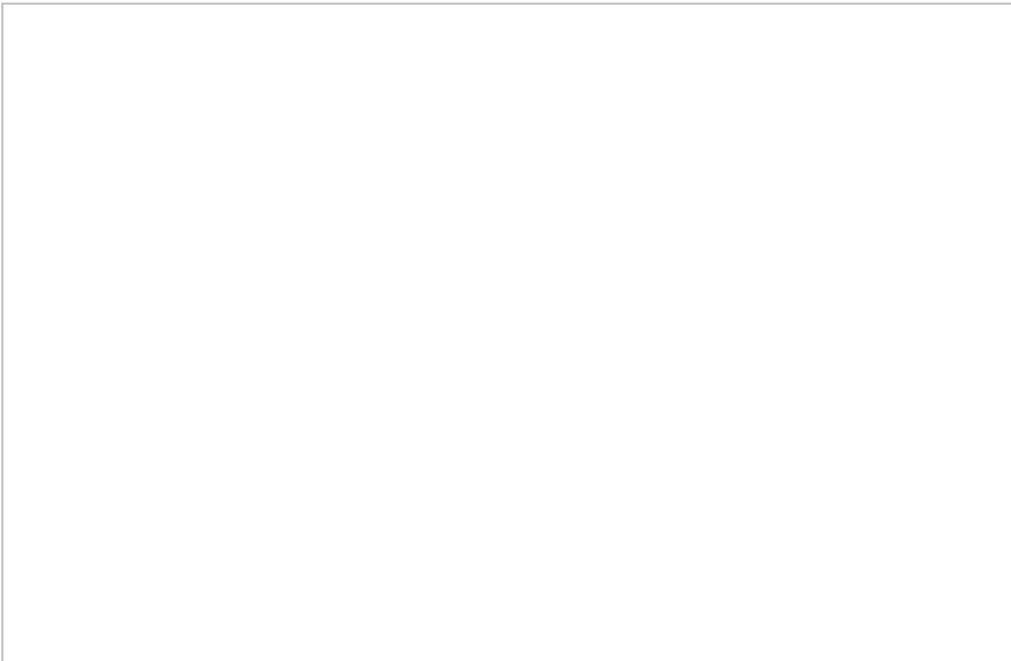
The Creation of a One-Stop-Shop: The Office of Economic Vitality

The proposed economic development ecosystem also features the creation of a one-stop shop for the coordination of economic development efforts for the implementation of a strategic economic development plan. As previously mentioned, until recently the County and City contracted with the EDC to serve as the official EDO for the administration of specific economic development programs with countless other organizations in the community performing other independent economic development activities. In furtherance of the one-stop-shop concept and for the proposed ecosystem to have maximum impact, staff is recommending a consolidation of the County and City economic development offices within the IA structure under the Department of PLACE, to be named the Office of Economic Vitality. The Tallahassee/Leon County Office of Economic Vitality will merge County and City resources to create unified processes and administration of existing programs, perform analysis and program evaluation, conduct centralized reporting and coordinate collaboration efforts among economic development partners.

Organizational Alignment

Another advantage of the proposed economic development ecosystem model is its organizational alignment with the Department of PLACE. This proposed organizational structure provides for the optimization of considerable shared human and technical resources, the integration of policy, the collection and utilization of data, and coordinated implementation of projects and initiatives which cross over the planning, land use and economic development spectrum. It will also greatly improve communication and promote employee buy-in to a common goal. This organizational capacity is expected to represent a distinct competitive advantage in achieving economic development goals.

Diagram #2: PLACE Proposed Organizational Chart



As mentioned, the alignment of the Office of Economic Vitality within PLACE brings tremendous resources to our proposed model not found in a typical economic development model. Among these resources are our nationally recognized joint Planning and Geographic Information Systems (GIS) Departments. This structural relationship with Planning provides numerous opportunities for collaboration in support of business recruitment, retention and expansion. Planning Department resources, such as DesignWorks, provides developers a world class resource in assisting in site layout, land use optimization, massing and human scale development. This departmental alignment allows needed land use changes in support of possible business expansions and recruitments to be

coordinated on a daily basis and expedited through the decision making process. A typical “stand-alone” economic development model might offer prospects information relative to existing zoning requirements or refer them to a contact person within a planning department to inquire about procedures related to land use changes, etc. However, this model provides for a seamless integration of the planning process for economic development purposes.

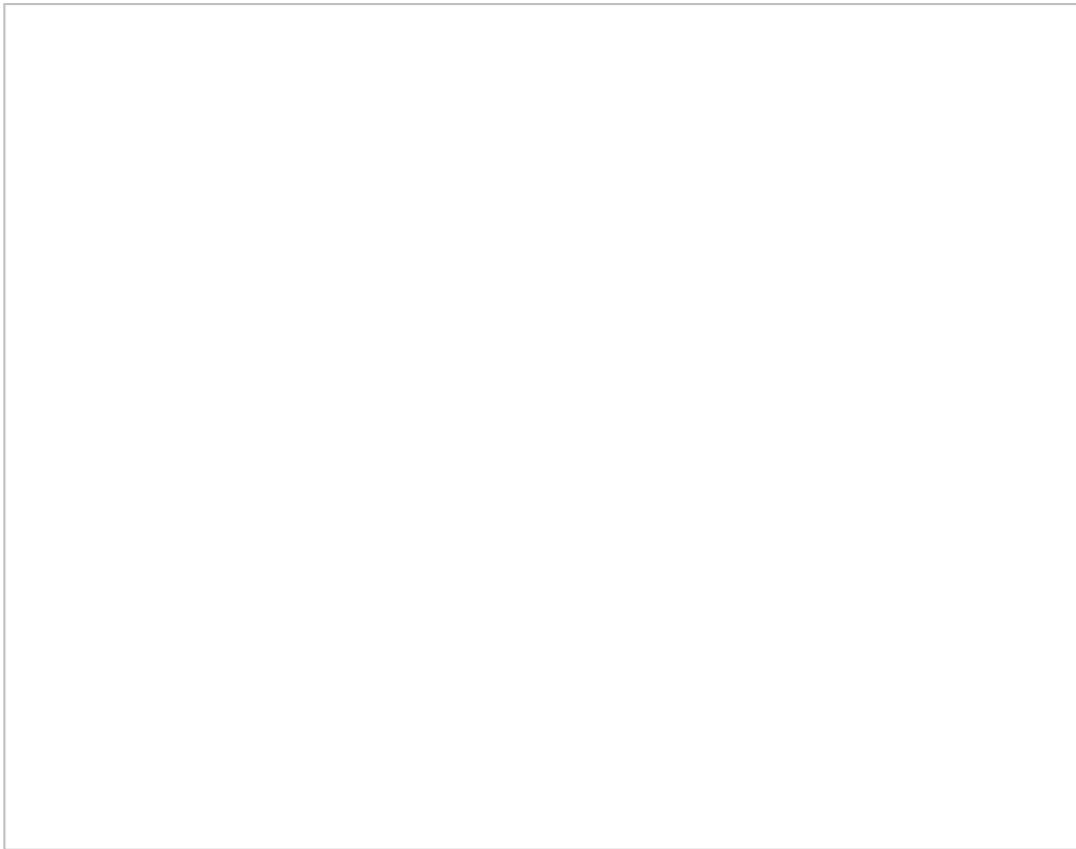
In addition, the proposed model brings to bear GIS and other related systems, which are rapidly becoming essential economic development tools. In addition to existing geographical information layers, our GIS/economic modeling capabilities are quickly expanding to include identifying industry clusters, demonstrating workforce availability and illustrating the economic impact of particular businesses.

The two economic development projects specifically identified as sales tax extension priorities, The Madison Mile Convention District and improvements to the Airport (Phases I and II) illuminate the benefit of this organizational alignment. Estimated to account for approximately one-third of the anticipated economic development funding, both of these large-scale projects require master planning, site planning, and coordination of several County, City and intergovernmental agencies, including capacity improvements leveraged by Blueprint, all functions coordinated

through PLACE.

Staffing

Diagram #3: Office of Economic Vitality Organizational Chart



As previously mentioned, the proposed economic development model provides the opportunity to realign existing staff with a high level of technical and professional expertise from County and City economic development, planning and GIS functions. These realigned resources will provide invaluable support and considerably increased capacity to the economic development function, without a corresponding need to increase funding. However, for the proposed model to reach its full potential, the City Manager and County Administrator recognize the need to hire a top professional to lead the Office of Economic Vitality. To fill this position, along with two additional program positions, will require the redirection of the existing annual funding previously provided to the EDC. As with all positions within the City and County

governments, many of which require professionals of the highest responsibility, expertise and specialization, the County Administrator and City Manager will direct a competitive hiring process that ensures the most qualified candidates are ultimately selected.

Data and Business Analytics

Existing staff which currently provide research, planning, graphics and GIS functions will be realigned in the proposed model to create a Research & Business Analytics Division within the Office of Economic Vitality. This division will monitor current economic trends and conditions, analyze business, economic and demographic information, prepare the community statistical digest as well as other publications and

specialized reports, and gather data and analysis for grant applications. This business analytics function will represent a vast improvement over what currently exists and will play an important role in the proposed model. This function will provide the proposed model with the capacity to translate vast amounts of complex data into clear, manageable information to help inform internal and external decision making.

Existing Program Execution and Project Evaluation

The proposed economic development model will ensure no disruption in the management of existing programs and once fully staffed will result in more efficient evaluation and approval processes of existing programs, in addition to the considerable other benefits included in this analysis. The proposed model also contemplates the immediate reduction of triplicate reporting requirements imposed by the 2010 Florida Legislature. Economic development organizations that contract with counties and cities, such as the EDC, are required to submit a report to the respective local governments detailing how the public funds were spent on economic incentives and the results of the organization's efforts on behalf of the local government. In turn, local governments must file a comprehensive report detailing their economic development efforts to assist the state's efforts in compiling statewide data on the level of public and private investment at the local level.

The Creation of a Long Term Strategic Plan for Economic Development

The proposed model contemplates the creation of a strategic plan for economic development, something that we have not previously had to guide our community's economic development efforts and evaluate our progress. The plan will include objective situational, cultural, strategic, and stakeholder analysis, the identification of clear goals, and a mechanism for monitoring, measurement and feedback.

This plan is proposed to be developed with community stakeholders from March 2016 through July 2016. The objective is for the strategic plan to be completed and presented to the IA for final approval in September 2016. In close collaboration with the IA, private sector, entrepreneurial and economic development stakeholders, and the professional staff, the strategic plan will be formed to incorporate and address following factors (but not limited to):

- Evaluation of local economic, fiscal (incentive), industry, land, housing and workforce strengths and weaknesses to assess the community's place in the broader regional, national, and global economy;
- Creation of an economic development vision and goals, which will be utilized to develop comprehensive strategies to attain goals in the short, medium, and long term;
- Development of strategic programs and service processes that both leverage and incorporate existing community stakeholders, assets and resources, and ensure ROI for all investments, program efficiencies, and efficient goal achievement.

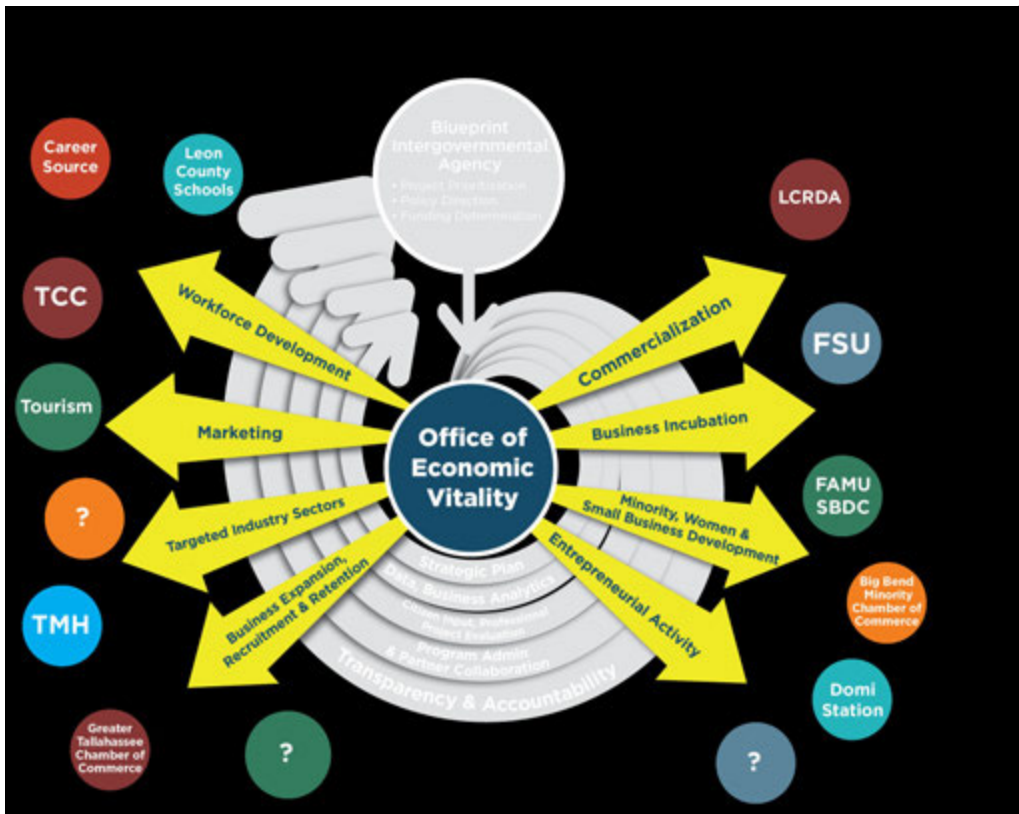
Finally, this long-term strategic planning process, with the assistance of a professional consultant, presents an opportunity to create an open discussion amongst business leaders and community partners to develop a vision and goals in collaboration with IA on economic vitality of our region. It is imperative that members of the business entities, institutions of higher education, and other key community partners and entities be engaged during this process to provide feedback and input on workforce development, marketing, targeted industry sections, commercialization, business incubation, minority women and small business expansion, entrepreneurial activity, and business expansion, recruitment and retention. Once this input is gathered, staff anticipates convening the first meeting of the EDCC review and provide comments on a draft strategic plan prior to it being brought to the IA for consideration.

Staff has identified a locally based team and external private consulting solution that is uniquely situated to assist the IA and our community in this Plan's development. Vision First Advisors is considered a strategic leader in the field and is led by President/CEO Gray Swoope. With over three decades of proven economic development and strategic planning experience in both public and private sectors, Mr. Swoope most recently served as Florida's Secretary of Commerce. As President and CEO of Enterprise Florida, Inc. (the State EDO he also led), he increased competitive projects by 40%, resulting in 73% more new jobs and 95% more capital investment than in 2011. Prior to his experience in Florida, he served as the Executive Director of the Mississippi Development Authority and was recognized by site selectors and businesses as one of the most responsive state economic development teams in the nation.

Initial review has led to a determination that Vision First Advisors is the best-qualified, most robust, top-expert, locally-based external contractor solution to engage for this purpose. Staff is recommending the Intergovernmental Management Committee (IMC) enter into a contractual relationship to lead the work effort in creating a long term Strategic Economic Development Plan utilizing funding previously allocated to the EDC contract.

Leveraging the Community's Economic Development Partners

As previously mentioned the Office of Economic Vitality serves as the EDO and the keystone entity of the proposed ecosystem model for economic development. Thus far, this analysis has described the considerable advantages of the proposed model in terms of the added capacity associated with the organizational structure and optimization of resources. As an ecosystem model, however, the real power this design creates is in the leveraging the ideas, innovations and intellectual capital of the community's economic development partners.



Based on the strategic economic development plan approved by the IA, projects and programs will be reviewed and evaluated by the EDCC and CAC (described in more detail later). Upon final funding determinations approved by the IA, contracts will be executed with community partners to implement specific activities. As reflected in the ecosystem graphic, the plan will take into consideration: workforce development, minority, women and small business development, targeted industry sectors, business expansion, recruitment and retention, commercialization, business incubation, marketing and entrepreneurial activity.

There are currently numerous community partners that the IA may ultimately contract with for implementation of the economic development strategic plan. These partners range from FSU, the Greater Tallahassee Chamber of Commerce, the Big Bend Minority Chamber of Commerce, CareerSource, Leon County Schools, LCRDA, Domi Station, FAMU SBDC, and other targeted industry leaders. However, given the long term nature of the sales tax (20 years) there are also agencies/entities/new businesses that will develop over time and may be engaged as a future partner to assist in the plan’s implementation.

In addition to the important role in monitoring contracts in advancement of the strategic economic development plan (thereby not competing with other ecosystem members), the newly created office establishes trust relationships as the ecosystem’s “keystone” organization. In establishing these trust relationships, the Office of Economic Vitality serves as the central “hub” in actively creating opportunities to coordinate and connect both private and public sector ecosystem members. And, when gaps or missing pieces of the ecosystem are identified, the Office of Economic Vitality leads the effort to seek out and create new partnership opportunities or augment successful initiatives by providing additional resources.

The Economic Development Coordinating Committee (EDCC)

The proposed economic development model reflects previous commitment, memorialized in existing executed the Interlocal Agreement between the County and the City which governs the sales tax extension, of the prominent role of the EDCC as an advisory body. The EDCC will provide professional advice, technical expertise, and funding and programmatic recommendations on matters with respect to sales tax funded economic development projects and programs. As representatives of their respective organizations, individual EDCC members will participate in the strategic plan development process. As stated previously, the EDCC will be convened to review and provide comments on a draft strategic plan prior to it being brought to the IA for consideration.

To further enhance the business expertise on the EDCC, staff recommends three initial additions, as noted in underline below, as well as future additional business leaders representing targeted industry sectors:

- County Administrator Designee
- City Manager Designee
- FSU Vice President of Research

- FAMU Vice President of Research
- TCC Vice President of Economic & Workforce Development
- Executive Director of Leon County Research and Development Authority
- CEO of CareerSource Capital Region
- President of the Greater Tallahassee/ Leon County Chamber of Commerce
- President of the Capital City Chamber of Commerce
- President of the Big Bend Minority Chamber of Commerce
- Chair of the Committee for Economic Opportunity (CEO).
- Dean of the FSU College of Business
- Regional Director of the Small Business Administration at FAMU
- Based on the results of the proposed strategic plan, it is recommended the EDCC be expanded to include additional business leaders from specific targeted industry sectors that would be approved by the IA.

Staff recommends amending the agreement to call for a vote of the membership to determine the annual Chairman. This provides a leadership opportunity for each of the stakeholders represented on the EDCC to serve as Chairman.

In addition to the EDCC, the proposed model also reflects the previous commitment memorialized in the Interlocal Agreement which continues the work of the Citizens Advisory Committee (CAC) in advising the Blueprint staff and IA. The CAC regularly reviews works plans, financial and performance audits, and makes recommendations directly to the IA. With the passage of the sales tax extension and the inclusion of the dedicated economic development funding, the CAC membership was adjusted to include members from the Greater Tallahassee Chamber of Commerce, the Big Bend Minority Chamber of Commerce and the Network of Entrepreneurs and Business Advocates.

Implementation Timeline

The following outlines a proposed implementation timeline, should the IA proceed with staff recommendations to designate the IA as the EDO, consolidate the county and city economic vitality office, and proceed with hiring a consultant for the purposes for developing a strategic plan for economic vitality:

February 29, 2016	IA meeting and designation as the EDO
March 1, 2016	Tallahassee/Leon County Office of Economic Vitality launches
	March – April 2016 Hiring Process for Office of Economic Vitality staff
	April 1, 2016 Onboard professional consultant (recommended Vision First Advisors) for the development of a strategic plan
	April – September 2016 Strategic Planning process (including convening the EDCC)
	September 12, 2016 IA meeting and consideration of the Long Term Strategic Plan for Economic Development
October 1, 2016	Strategic Plan Implementation Begins
	January 15, 2017 Submission of Required State Report
	March 2017 IA Meeting and status reports on the implementation of the Strategic Plan*
	September 2017 IA Meeting and Annual Report on EDO performance*
January 15, 2018	Submission of Required State Report
February 2018	Continuance of EDCC Meetings
January 1, 2020	Blueprint 2020 sales tax proceeds collection begins

*Note: The Office of Economic Vitality will present to the IA mid-year status reports on the implementation of the long-term strategic plan. At the end of each fiscal year, an annual report will be presented regarding the EDO performance.

CONCLUSION:

As previously discussed, the economic development model proposed here is not merely a means to implement the economic development portion of the sales tax extension or an incremental improvement in the way the economic development function is provided in our community, but will result in framework to support a true economic development ecosystem positioned to provide results equal to the opportunity that presents itself.

The Economic Development Ecosystem Model:

Ensures *accountability, transparency, citizen engagement and professional management of economic development projects, programs and initiatives, while simultaneously leveraging ideas, innovations and intellectual capital through the continuous coordination of the community's economic development partners.*

As more fully detailed in this agenda item, this ecosystem model:

- Features one accountable governing body which streamlines policy and funding decision-making;
- Creates a one-stop-shop in the Office of Economic Vitality ensuring uninterrupted local EDO service provision within current expenditures and eliminates duplication of efforts;
- Provides for an integration of policy, the collection and utilization of data, and coordinated implementation of projects and initiatives which cross over the planning, land use and economic development spectrum;
- Creates a long term strategic economic development plan;
- Leverages and coordinates the considerable economic development efforts of our current and future partners;
- Is informed by the expertise of our business leaders and university professionals; and,
- Is conducted in an open, inclusive and transparent manner.

Finally, **all of this is accomplished with zero additional public funding before the Blueprint 2020 implementation.**

To effectuate this proposal, staff recommends that the IA consider approval of the following options.

Options:

1. Designate the Blueprint IA as the economic development organization of record for Tallahassee/Leon County.
2. Direct the County Administrator and City Manager to establish the Tallahassee/Leon County Office of Economic Vitality through a consolidation of the County and City economic development offices within the IA structure under the Department of PLACE.
3. Authorize the hiring of three full time positions to staff the consolidated Office of Economic Vitality to be equally funded by the County and City's unexpended economic development funds.
4. Direct staff to proceed with the hiring of Vision First Advisors for the purposes of developing a long-term strategic economic development plan for Tallahassee/Leon County area to be equally funded by the County and City's unexpended economic development funds.
5. Direct the County Administrator and City Manager to finalize amendments to the interlocal agreements for placement on the County and City Commission's respective consent agendas, which will:
 - a. Create the local economic development organization equally funded by the City and County.
 - b. Add the Dean of the FSU College of Business, the Regional Director of the Small Business Administration at FAMU and the Chair of the Committee for Economic Opportunity (CEO) to the EDCC and allow an annual chair to be elected from the EDCC membership.
 - c. Based on the results of the proposed strategic plan, it is recommended the EDCC also be expanded to include additional business leaders from specific targeted industry sectors that would be approved by the IA.

RECOMMENDATION:

Options #1 through #5

Attachments:

1. Mayor's Office EDO Research
2. Economic Development Ecosystem
3. PowerPoint Presentation

 [9_Proposed Ecosystem Model for Economic Development.pdf \(306 KB\)](#)

 [9-1_EDOResearch Attachment 1.pdf \(112 KB\)](#)

 [9-3 IA Economic Development Presentation.pdf \(1,744 KB\)](#)

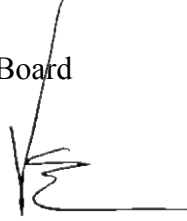
 [9-2_Economic Development Ecosystem Attachment 2.pdf \(897 KB\)](#)

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

May 10, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of the April 26, 2016 Fiscal Year 2017 Budget Workshop

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator, Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Tim Barden, Principle Management and Budget Analyst Ryan Aamodt, Management and Budget Analyst Brent Rau, Management Analyst

Fiscal Impact:

This agenda item has a fiscal impact and establishes Board direction for the FY 2017 preliminary budget.

Staff Recommendation:

Option #1: Ratify the actions taken during the April 26, 2016 FY 2017 Budget Workshop, including the budget resolutions and associated amendments and modification to the Fiscal Planning Policy 93-44 (Attachments #1, #2, and #3).

Report and Discussion

Background:

As specified on the Board adopted budget calendar, a workshop was conducted on April 26, 2016. The purpose of the workshop was to provide staff direction regarding the development of the FY 2017 preliminary budget.

Analysis:

In accordance with the actions taken during the April 26, 2016 budget workshop, the Board authorized the following:

1. Workshop Item #1: Fiscal Year 2017 Preliminary Budget Overview

The Board approved Option #1: Accept staff's report on the preliminary budget overview. The Overview Item included the County Administrator's reorganization and associated reclassifications of existing positions utilizing existing budgeted personnel funds (Attachment #4).

As included in the agenda item, a Permit Technician (\$47,600) and reclassification of a vacant Environmental Review Specialist to Senior Engineer (\$21,500) is recommended to occur in the current fiscal year to be supported through increased fee revenue. To effectuate this change, the approval of a Resolution and associated Budget Amendment is necessary (Attachment #1).

2. Workshop Item #2: FY 2017 Review of Outside Agency Contracts for Services

The Board approved Options #1, #2, #3, and #5 as presented:

1. Provide continued contract funding for the following agencies at the previous year funding level in FY 2017:
 - a. Tallahassee Senior Citizens Foundation: \$179,000
 - b. Legal Services of North Florida: \$125,000
 - c. Tallahassee Trust for Historic Preservation: \$63,175
 - d. Oasis Center: \$20,000
 - e. Sustainable Tallahassee: \$8,800
2. Provide increased contract funding for Disc Village in the amount of \$37,000 for a total FY 2017 funding level of \$222,759. Develop a long-term contract that includes provisions for cost controls.
3. Discontinue funding (\$21,375) with Keep Tallahassee-Leon County Beautiful (KTLCB) and direct funding to the Office of Sustainability. Sustainability staff has identified specific efforts to more effectively engage community partners in addressing both volunteer beautification efforts and illegal dumping impacting the National Forest.

5. Approve Policy No. 93-44, Fiscal Planning is modified to reflect (Attachment #2):
 - a. Annually, as part of the annual budget process, staff will prepare a budget discussion item providing a mid-year performance report for all outside agency contracts and include funding recommendations for the following fiscal year.

In addition, the Board provided the following direction on Option #4:

1. To provide the following agencies with the current level of funding budgeted for FY 2017:
 - a. Whole Child Leon (FY 2016 funding level, \$38,000)
 - b. Domestic Violence Coordinating Council (FY 2016 funding level, \$25,000)
 - c. The Sharing Tree (FY 2016 funding level, \$20,000)
2. The Board also requested that a budget discussion item be prepared for the June 14, 2016 Budget Workshop with more detailed information regarding the following agencies:
 - a. St. Francis Wildlife Preservation – Additional information on the services provided by St. Francis Wildlife Preservation and the potential impacts if funding were to decrease or be eliminated. The analysis will also address how the organization’s efforts differ from Leon County Animal Control.
 - b. United Partners for Human Services – Additional information on current services being provided to the non-profit agencies and how these services could be enhanced or strengthened.
 - c. TMH Trauma Center – Additional information on the Trauma Center services and on how a possible phasing out of County funding could be implemented.

3. Workshop Item #3: Consideration of Additional Funding for the Kearney Center

The Board directed staff to include materials for the joint County/City Affordable Housing Issues Workshop on May 26, 2016 regarding homelessness and affordable housing options consistent with the Kearney Center’s funding request. Based on the outcome of the workshop, the Board may direct staff to prepare a budget discussion item for the June 14, 2016 Budget Workshop.

4. Workshop Item #4: Acceptance of the Minority, Women, and Small Business Enterprise Programs Evaluation Committee’s Final Report and Consideration of the Recommendations for Program Improvement

The Board approved Options #1, #2, #3, #4, #5, and #6:

1. Accept the FY 2015 MWSBE Expenditure Status Report.

2. Accept the MWSBE Programs Evaluations Committee's Final Report and continue to support a race/gender specific program to promote parity of MWSBE firms in Leon County Government procurement activities through the utilization of aspirational targets.
3. Approve the consolidation of the County and City MWSBE program under the Tallahassee/Leon County Office of Economic Vitality by May 16, 2016.
4. Direct staff to develop business assessment and educational opportunities through FAMU SBDC for the MWSBE program to leverage partnerships available through the economic development ecosystem.
5. Direct staff to move with a joint County/City RFP for a disparity study and include the following in the scope of work:
 - a. Anecdotal analysis of the MWSBE Program.
 - b. Develop a Tiered Certification Program taking into consideration other programs including but not limited to the City of Tallahassee's UCP Program and the FDOT DBE certification process.
 - c. Modifications to existing certification thresholds and size standards, if necessary.
 - d. Define measurable goals and benchmarks.
 - e. Examine methods to ensure contract compliance, monitoring, and enforcement.
 - f. Develop a uniform evaluation policy for applying the MWSBE targets to awarding projects.
 - g. Expenditure analysis for all County, City, and all other related agencies (i.e. CRA, CDA, and Blueprint).
 - h. Develop a Mentor-Protégé Program for certified MWSBE vendors.
 - i. Modifications to the SBE program including, but not limited to: graduation requirements, increase the set aside-ceiling for SBE projects to at least \$250,000, and automatically certify MWSBEs as SBEs, when eligible.
6. Direct staff to extend an invitation to Leon County Schools to determine their interest in participating in the disparity study.

5. Workshop Item #5: Consideration of Matching Funds for Springs Restoration Grant Funds

The Board approved Options #1, #2 and #3:

1. Authorize staff to finalize the Primary Springs Protection Grant submission for Woodville Sewer Design utilizing \$1.5 million in unallocated fund balance to be repaid from the County's share of the Blueprint 2020 Water Quality allocation.

2. Authorize staff to negotiate an agreement with the Florida Department of Environmental Management, Northwest Florida Management District, and the Florida/Leon County Department of Health for the acceptance of a \$750,000 grant to fund and evaluate a new Onsite Sewage Treatment and Disposal Systems (OSTDS) in the Wilkinson Woods subdivision.
3. Direct staff to continue to seek future Springs Restoration Grant Funds for the Northeast Lake Munson (\$2.75 million match) area and the Annawood/Belair area (\$1.75 million match), utilizing unallocated fund balance for the initial match requirements, to be repaid from the County's share of the Blueprint 2020 Water Quality allocation.

6. Workshop Item #6: Approval to Establish a \$1,000,000 Economic Development Incentive Fund for the Tallahassee/Leon County Office of Economic Vitality through \$500,000 Contributions Each by the County and City of Tallahassee

The Board approved Option #1: Approve the establishment of a \$1.0 million economic development incentive fund for the Tallahassee/Leon County Office of Economic Vitality, contingent upon a matching \$500,000 allocation by the City, as follows: realign \$356,000 of existing County QTI funds and \$144,000 from the fund balance, as reflected in the attached resolution and associated budget amendment (Attachment #3).

7. Workshop Item #7: Consideration to Include \$50,000 in the FY 2017 Budget and Draft Ordinance Amendments to Streamline the Nuisance Abatement Process

The Board approved Options #1 and #2:

1. Approve the allocation of \$50,000 in the preliminary budget to support the abatement of structures declared to be a public nuisance by the proposed Nuisance Abatement Board.
2. Authorize staff to draft a proposed ordinance streamlining the nuisance abatement process.

8. Workshop Item #8: Accept Staff Report on Infant Mortality Issues

Option #1: Accept the staff report to continue actively collaborating and participating with local stakeholders on targeted efforts and upcoming events to reduce the disparity and overall infant mortality rates including EMS outreach for infant specific CPR training.

9. Workshop Item #9: Consideration of Alternative Approaches for the Provision of Street Lights in the Unincorporated Area

The Board approved Options #1 and #2:

1. Direct County staff to develop program parameters and a draft ordinance that provides neighborhoods the ability to establish street lighting districts to be supported through a dedicated municipal services tax.
2. Direct County staff to develop a formal policy with specific criteria for the placement of street lights in the unincorporated area on County roads/intersections and establish an initial \$125,000 capital improvement project and corresponding recurring expenses of \$10,000 as part of the FY 2017 budget development.

10. Workshop Item #10: Consideration of Providing Funding to Hire a Mobility Fee Consultant in Coordination with the City of Tallahassee

The Board approved Option #1: Provide \$162,500 in the FY 2017 preliminary budget to hire a consultant to prepare a joint Mobility Fee Study with the City of Tallahassee.

11. Workshop Item #11: Consideration of Capital Improvement Funding for Boat Landing Improvements and Renovations

The Board approved Option #1: Approve the inclusion of \$125,000 per year in the FY 2017 – FY 2021 preliminary capital improvement program for Boat Landing Improvements and Renovations.

12. Workshop Item #12: Consideration of Capital Improvement Funding for the Northeast Park Trail Construction

The Board approved Option #1: Authorize the inclusion of \$250,000 next fiscal year in the FY 2017 – FY 2021 preliminary capital improvement program for the development and construction of a temporary trail and a temporary trail head at the NE Park located at Proctor Rd.

The Board also directed staff to seek input from other outside recreational trail-user stakeholders regarding the types of trails to be constructed.

13. Workshop Item #13: Establishing Guidance on the FY 2017 Millage Rate

The Board approved Option #1: Establish the preliminary maximum countywide millage rate at 8.3144 to be used in the development of the preliminary FY 2017 budget.

Options:

1. Ratify the actions taken during the April 26, 2016 FY 2017 Budget Workshop, including the budget resolutions and associated amendments and modification to the Fiscal Planning Policy 93-44 (Attachments #1, #2, and #3).
2. Do not ratify the Actions taken during the April 26, 2016 FY 2017 Budget Workshop.
3. Board direction.

Recommendations:

Option #1

Attachments

1. Resolution and Associated Budget Amendment adding the Permitting Technician and reclassifying of a vacant Review Specialist to a Senior Engineer
2. Policy No. 93-44 Fiscal Planning Modifications
3. Resolution and Associated Budget Amendment for QTI funds
4. Budget Workshop Overview Item

MEETING SUMMARY

Tallahassee, Florida
April 27, 2016

The City Commission met in regular session on April 27, 2016 in the Commission Chambers in City Hall with Commissioners Gillum, Miller, Ziffer, and Maddox. Also present were City Manager Fernandez, City Attorney Shelley, and City Treasurer-Clerk Cooke. Mayor Gillum called the meeting to order at 4:03 p.m. Commissioner Richardson arrived at 4:08 p.m.

Item 5.01 was a presentation of proclamation recognizing April 28, 2016 as *Workers Memorial Day*, honoring the 19 city staff who died in service to the City of Tallahassee. (*Brought forward by the Mayor*)

Item 5.02 was a presentation of proclamation recognizing a delegation of distinguished educators from Ukraine participating in the Community College Administrator Program sponsored by the U.S. Department of State. (*Brought forward by the Mayor*)

Item 6.01 – Announcements

Mayor Gillum announced that the Florida Section of the American Water Works Association (AWWA) named the City of Tallahassee, for the third time, as having the *Best Tasting Drinking Water in Florida*.

Item 7.01 - Mayor Gillum inquired if anyone desired to address the Commission relative to any items on the published agenda. The following persons appeared and addressed the Commission:

Ms. Shauna Smith, 814 Apache Street, daughter of the late Dr. Charles U. “CU” Smith, former Director of Graduate Studies at Florida A&M University, and an outspoken proponent of the FAMU Way project, appeared in support of **Item 13.04 - FAMU Way Phase 3**, and to appeal to the Commission that her father’s name be memorialized in some way within the FAMU Way Corridor.

The Honorable Penny Herman, former Mayor-Commissioner, 1596 Marion Avenue, on behalf of *Citizens for Responsible Spending*, appeared regarding **Item 13.01 - FY2016 Second Quarter Budget Update**. Ms. Herman expressed the following concerns: (1) the information provided by City Staff during the April 13 Budget Workshop was not consistent with an independent review; (2) the City’s misrepresentation that General Fund spending was trending with population growth; and, (3) city staff comparing the City’s millage rate with cities that do included a fire services fee within their General Fund. Ms. Herman stated that the number of city business tax certificates had decreased by 486 since 2010, almost 3.8%. Ms. Herman provided to the Commission a handout containing information independently reviewed.

Shawn Kantor, PhD, 7012 Grenville Road, the L. Charles Hilton Jr. Distinguished Professor of Economics, and Director of the Center for the Study of Economic Prosperity and Individual Opportunity, Florida State University, appeared as a private citizen regarding **Item 13.01**. Mr. Kantor presented an overview of the economic conditions in Tallahassee since 2010, comparing the City’s General Fund expenditures to local wages, employment, and property values. Mr. Kantor

expressed his opinion that city spending is “partying like it is 2005, yet the people in the community are suffering.”

Mr. Brent Pichard, 2211 Ellicott Drive, on behalf of the “*Budget Hawks*” group, regarding **Item 13.01**, appeared to express his opinion that city staff’s representation that utility rates are now lower due to government efficiency was disingenuous at best, and deliberately misleading at worse. Referencing a chart used by City staff during the April 13 budget workshop, Mr. Pichard explained that utility rates are a combination of the base rate plus the fuel adjustment charge, and pointed out that the fuel adjustment charge had declined since 2008; however, the residential base rate, which the city did control, had increased 7.4% annually over the last decade.

Mr. John Lester, 2752 W. Hannon Hill Drive, regarding **Item 13.01**, appeared to express his opinion that Tallahassee does indeed have a tax environment; citizens do understand their tax bills; and, that city expenses are not “just fine.” Mr. Lester urged the Commission to require open-discussion budget meetings; to roll back the ad valorem tax rate to its previous level; to roll back the fire services fee to its previous level; and halt the continuing increase in the utility base rate.

Mr. Stephen Martin, 2625 Stonegate Drive, appeared regarding **Item 9.02 – Appointment to the Environmental Board**. Mr. Martin expressed his opinion that the City is sending conflicting messages regarding its environmental commitment, and he questioned the sincerity of the City’s environmental concern.

The Honorable Dave Lang, former Leon County Clerk of the Circuit Court, appeared in support of **Item 13.03 – Restoration of the Water Works Building**. Mr. Lang, speaking as President of the Tallahassee Historical Society, stated that he would very much like to work with the Commission to open a museum concerning Tallahassee and Leon County history in the Water Works building. Mr. Lang advised that Leon County had offered their support, and he requested that the City Commission also support said effort. Mr. Lang noted that the City’s bicentennial would be celebrated in 2024 – 8 years from now.

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Voted 5-0 to approve staff’s recommendations presented in **Item Nos. 9.01 - 9.14** on the Consent Agenda taking the following action:

Item 9.01 – Adopted **Resolution No. 16-R-12**, appointing Mr. Karlus Henry to the Affordable Housing Advisory Committee; term to expire June 2017. *(Recommended by the Mayor)*

Item 9.02 – Approved the appointment of Mr. Gabriel Landry to the Environmental Board; term to expire November 2018. *(Recommended by the Mayor)*

Item 9.03 – Adopted **Resolution No. 16-R-10**, authorizing the City Attorney, or his designee, to initiate an eminent domain lawsuit for the construction of the Red Arrow Road Sewer Improvement Project, to acquire a permanent easement on

property owned by the unknown heirs and beneficiaries of the Estate of Emilia T. de Young, for the purpose of constructing sewer and water facility improvements upon and adjacent to Red Arrow Road and Compass Lane, between Brighton Drive and East Orange Avenue. (COT Project No. 1500331) *(Recommended by the City Attorney)*

Item 9.04 – Approved amendments to bylaws of Tallahassee Downtown Improvement Authority. *(Recommended by the City Attorney)*

Item 9.05 – Adopted **Resolution No. 16-R-09**, certifying the program initiated by Graceful Solutions Inc. (GSI), *f/k/a* Graceful Solution for Aging, Inc., to acquire, rehabilitate, and resale housing for low- and moderate-income persons, to be consistent with local plans and regulations, in support of GSI's application for the State Community Contributions Tax Credit Program. *(Recommended by Community Housing & Human Services)*

Item 9.06 – Approved the award of a 3-year contract to Giddens Security Corporation, of Jacksonville, FL, lowest responsive bidder, to furnish armed and unarmed security guard services at City Hall Building, Renaissance Building, C.K. Steele Plaza, Hopkins Power Plant, Purdom Power Plant, C.H. Corn Hydroelectric Plant, Cascades Park and the adjacent Meridian Point block. (IFB No.0079-15-RWT-BC) *(Recommended by Emergency Preparedness and Facilities Security)*

Item 9.07 – Authorized acceptance and appropriation of the DollarWise Summer Youth Campaign Grant from the U.S. Conference of Mayors, in the amount of \$4,000, allowing Tallahassee Future Leaders Academy to expand financial education efforts during the 2016 summer program. *(Recommended by Human Resources & Workforce Development)*

Item 9.08 – Adopted **Resolution No. 16-R-13**, supporting “*Project Presidential*” as a qualified targeted industry and providing for support in the amount of up to \$54,000 as a local match for participation in the Qualified Targeted Industry Tax Refund Program. *(Recommended by Planning, Land Management, and Community Enhancement)*

Per §288.075, F.S., the company name is temporarily confidential from public disclosure.

Item 9.09 – Adopted **Resolution No. 16-R-03**, requesting an easement from the State of Florida, Board of Trustees of The Internal Improvement Trust Fund (TIITF), for the purpose of construction, operation, and maintenance of sanitary sewer facilities and appurtenances on state-owned property. *(Recommended by Real Estate Management)*

The state-owned property is known as Lake Elberta Park.

Item 9.10 – Adopted **Resolution No. 16-R-14**, authorizing the filing of a Mobility Enhancement Grant Application with the Florida Commission for the Transportation Disadvantaged and authorizing the City Manager, or his designee, to file and execute said application. *(Recommended by StarMetro)*

Item 9.11 – Authorized the submittal of an application to the Federal Transit Administration (FTA) for 2015 Section 5307 and Section 5339 grant funding; authorized expenditure of the \$3,155,431 FY2015 Section 5307 FTA grant and \$343,743 as provided by the Section 5339 capital grant; approved reallocation of FY2014 Section 5307 and 5339 funds; and, authorized the use of \$846,000 in insurance proceeds to purchase additional compressed natural gas (CNG) vehicles. *(Recommended by StarMetro)*

Item 9.12 – Authorized the City Manager to negotiate and execute a Joint Project Agreement (JPA) with Leon County for relocation and construction of water and wastewater infrastructure to facilitate the County's construction of Phase II (Pontiac Drive to Chowkeebin Nene) of the Magnolia Multi-Purpose Trail/Sidewalk Project. *(Recommended by Underground Utilities & Public Infrastructure)*

Item 9.13 – Adopted **Resolution No. 16-R-15**, approving a Local Agency Program Agreement (LAP) with the Florida Department of Transportation (FDOT), for the construction of the Lafayette Paseo Multimodal Corridor Improvements, and reimbursement to the City of Tallahassee (not to exceed \$615,162) related to said construction; and, authorized the Mayor to execute said resolution, and the City Manager to execute the LAP Agreement and any future amendments to said agreement. *(Recommended by Underground Utilities & Public Infrastructure)*

Item 9.14 – Approved the minutes of the following City Commission meeting(s):
(Recommended by the Treasurer-Clerk)

January 27, 2016 – Regular Meeting
February 10, 2016 – Regular Meeting
February 24, 2016 – Regular Meeting

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Item 12.01 was the introduction of **Ordinance No. 16-O-14**, amending Section 9-130 of the Code of General Ordinances relating to certification for fertilizer applicators; and set the first and only public hearing for May 18, 2016. *(Brought forward by Underground Utilities & Public Infrastructure)*

By consensus, the Commission introduced Ordinance No. 16-O-14 and set the public hearing as stated herein.

Item 13.01 – Voted 5-0 to accept the FY2016 second-quarter budget update as presented; authorized all second-quarter budget amendments; and, authorized all CIP budget de-obligations and re-obligations as detailed in the update. *(Option 1 recommended by Administration & Professional Services)*

Item 13.02 – Voted 5-0 to accept Leon County Minority, Women & Small Business Enterprise Programs Evaluation Committee's (MWSBE) final report regarding Leon County's MWSBE programs. *(Option 1 recommended by the City Auditor)*

Item 13.03 – Voted 5-0 to authorize the expenditure of \$10,000 for a Water Works Building condition assessment, and \$50,000 for matching grant funds towards Phase I renovations of the City’s historic Water Works Building located on the northeast corner of E. Gaines Street and S. Gadsden Street, as outlined by Knight Creative Communities Institute’s (KCCI) draft proposal for phased restoration; and, further directed the City Manager to place on an upcoming Community Redevelopment Agency (CRA) meeting agenda a discussion regarding the possible use of Cascade area bed tax dollars for the additional \$250,000 match with the State of Florida to yield \$500,000 total for the Phase II restoration project. (*Option 1 recommended by Real Estate Management*)

Item 13.04 – Voted 5-0 to approve the recommended route depicted in Attachment A for Phase 3 (Gamble Street to Lake Bradford Road) of the FAMU Way Extension Project. (*Option 1 recommended by Underground Utilities & Public Infrastructure*)

Item 13.05 – Voted 5-0 to approve a loan agreement with Bethel Community Development Corporation (CDC), from the City’s Affordable Housing Trust Fund (AHTF), in the amount of \$134,000, for construction of an affordable single-family home located at 4586 Rice Drive. (*Option 1 recommended by Community Housing & Human Services*)

Item 13.06 – Voted 5-0 to adopt **Ordinance No. 16-R-11**, approving the 2016-2019 Local Housing Assistance Plan (LHAP); and, directed the City Manager, or his designee, to submit said resolution and LHAP to the Florida Housing Finance Corporation. (*Option 1 recommended by Community Housing & Human Services*)

Item 13.07 – Voted 5-0 to approve a Transportation and Stormwater Concurrency Agreement, providing for the removal of structures on the 1.51-acre site formerly occupied by The Shelter, and Frenchtown Renaissance Community Center (FRCC), located generally near the northeast quadrant of the intersection of Tennessee Street and Macomb Street, with frontage on Tennessee Street and Virginia Street. (*Option 1 recommended by Growth Management*)

Item 13.08 – Voted 3-2 to reject (Commissioners Ziffer, Maddox, and Miller voting in opposition; Commissioners Gillum and Richardson voting in support) **Ordinance No. 15-Z-11AA**; thereby retaining the existing Office Residential-1 (OR-1) zoning district. (Parcel No. 4116200310000) (PRZ150002) (*Option 2 recommended by Planning*)

The developer’s request was to rezone the parcel to the Arianna Airport Center Planned Unit Development (PUD) zoning district.

Commissioner Maddox departed the Commission Chambers at 7:35 p.m. and returned at 7:38 p.m.

Item 13.09 – Voted 4-0 (Commissioner Maddox absent) to eliminate the raised intersection at 6th Avenue and Gadsden Street from the design of the 6th Avenue Sidewalk Improvement Project. (COT Project No. 1300437) (*Option 1 recommended by Underground Utilities & Pubic Infrastructure*)

Item 13.10 – (*Deleted from the agenda.*) Settlement of the case styled Ayounna McClinton, as Personal Representative of the Estate of Duane Strong vs. City of Tallahassee, Case No. 4:15-CV-278, currently pending in the United States District Court for the Northern District of Florida.

This item will be rescheduled for a future regular meeting.

Item 13.11 – Voted 4-0 (Commissioner Maddox absent) to approve an accounts receivable supplemental appropriation of \$3,500,000 to complete required Purdom Unit 8 Steam Turbine repairs. (COT Project No. 1600503) (*Option 1 recommended by Electric Utility*)

This appropriation to be replenished with insurance claim proceeds to be received for damages to the steam turbine/generator when the unit was being returned to service after a planned unit maintenance outage.

Recess – The meeting recessed at 5:53 p.m., and reconvened at 6:17 p.m. with Commissioners Gillum, Ziffer, Richardson, and Maddox present. Commissioner Miller arrived at 6:18 p.m.

Item 15.01 was the first public hearing on **Ordinance No. 16-O-05**, amending the Land Development Code to allow off-street parking facilities, which includes surface parking, as a Special Exception Use within the Downtown Overlay of the Multi Modal Transportation District; second public hearing scheduled for May 18, 2016. (*Brought forward by Growth Management*)

The following person(s) appeared:

Mr. Joe Berg, 694-1 Industrial Drive, Vice President, All Saints District Community Association, appeared to thank the Commission for their recent efforts to improve parking conditions in the All Saints District. Mr. Berg suggested that Commission consideration be given regarding when it would be appropriate to review the success of the All Saints District to ensure that said area does not become cost prohibitive for the local entrepreneur class.

Item 15.02 – Voted 5-0 to adopt **Ordinance No. 16-O-07**, levying penalties for violations of the City's Ethics Code. (*Option 1 recommended by the City Attorney*)

There were no speakers

Item 15.03 – Voted 5-0 to adopt **Ordinance No. 16-O-08**, providing for unowned free-roaming cats impounded by Animal Services to be made immediately available for life saving programs. (*Option 1 recommended by Parks, Recreation and Neighborhood Affairs*)

The following persons appeared:

Mr. Stephen Martin, 2625 Stonegate Drive, appeared to remind the Commission that a few years earlier the Commission voted down an item regarding the Trap-Neuter-Release Program; and, he expressed his wholehearted support for the Commission's present effort.

Ms. Lauren Perlman, 6349 Fitz Lane, submitted a speaker form waiving her time to speak in support of Item 15.03.

Item 15.04 – Voted 5-0 to adopt **Resolution No. 16-R-04**, designating the Monroe Street Corridor as a Brownfields area. (*Option 1 recommended by Environmental Services & Facilities*)

There were no speakers.

Item 15.05 – Voted 5-0 to close the public hearing on **Ordinance No. 16-Z-06**, proposed amendment to the Official Zoning Map from the Office Residential (OR-3) zoning district to the General Commercial (C-2) zoning district; and, **to defer action on the item until the May 18, 2016** City Commission meeting. (PRZ160001) (*Brought forward by Planning*)

The 1-acre site (101 Glenview Drive) is located approximately 220 feet east and 250 feet south of the intersection of North Monroe Street and Glenview Drive.

The following persons appeared:

Ms. Karen Kimel, 1904 Greenwood Drive, appeared to report that an agreement with the developer to provide basic protections to the neighborhood would soon be executed; and, she respectfully requested that the Commission defer voting on the item until such time. Ms. Kimel requested that the city and planning commissions reexamine the future of the area as a special part of town with historic buildings and abundant green space worthy of consideration and protection as a unique part of the city.

Ms. Linda Derwick, 223 Glenview Drive, appeared in support of Ms. Kimel's request.

Mr. Carter Lammert, 2131 E. Dellview Drive, appeared in support of Ms. Kimel's request. Mr. Lammert acknowledged that there would be development in the area; and, he requested there be community involvement in said development.

Ms. Carol Hokanson, 1915 Hollywood Drive, appeared to express her opinion that there should be a transitional zoning between commercial property and neighborhoods, and urged the Commission to try to preserve her neighborhood.

Ms. Betsy Borges, 209 N. Dellview Drive, appeared to reiterate the previous speakers' comments.

Ms. June Vickers, 2125 Charter Oak Drive, on behalf of the Charter Oak/Dellview Neighborhood Association, appeared to reiterate the previous speakers' comments. Ms. Vickers advised that the neighborhood association and the developer had reached an agreement; however, at this time, it had not been formally voted on by the association. Ms. Vickers provided the Commission with a copy of the proposed agreement.

Ms. Caroline McManus, 2119 E. Dellview Drive, appeared to reiterate the previous speakers' comments.

Ms. Wendy Halleck, 852 Madera Circle, appeared to reiterate the previous speakers' comments. Ms. Halleck expressed a desire to have additional time to obtain a better understanding of the developer's plan for the area.

Mr. Eddie Bass, 805 N. Gadsden Street, Moore Bass Consulting, Inc., representing H&L Nguyen, LLC, appeared to express his opinion that he believed

the neighbor association did not fully understand the Multimodal Transportation District concept, and he respectfully requested that the rezoning be approved.

Item 15.06 was the first public hearing on the proposed Amended and Restated Canopy Development Agreement; and set the second public hearing for Wednesday, May 18, 2016. *(Brought forward by the City Attorney)*

Voted 5-0 to initiate staff's proposed modifications to the existing Canopy Planned Unit Development (PUD) as outlined in the handout provided to the Commission by Mr. Wayne Tedder, Assistant City Manager of Development Services & Economic Vitality.

The following person appeared:

Mr. Stephen Martin, 2625 Stonegate Drive, appeared to express his displeasure with the Canopy PUD.

Mr. Rick Moore, 805 N. Gadsden Street, Moore Bass Consulting, Inc., representing Ox Bottom Mortgage Holdings, LLC, was available for questions, but was not called to come forward.

David Powell, Esq., Hoping Green & Sams, legal counsel for Ox Bottom Mortgage Holdings, LLC, was available for questions, but was not called to come forward.

Item 15.07 was the first public hearing on the proposed Amended and Restated Tallahassee Memorial Healthcare (TMH) Development Agreement; and set the second public hearing for Wednesday, May 18, 2016. *(Brought forward by the City Attorney)*

There were no speakers.

Item 16.01 - Mayor Gillum inquired if anyone desired to address the Commission relative to unagendaed business:

Mr. Stephen Martin, 2625 Stonegate Drive, submitted a speaker form requesting to speak a second time regarding Item 15.06, but was not present when called to speak.

Item 17.01 – City Commission Sharing of Ideas

Commissioner Ziffer requested the City Attorney to agenda a discussion regarding placing a referendum item on the November ballot asking voters to repeal the city's \$25 campaign contribution rebate program.

Commissioner Maddox thanked all involved in a recent animal abuse case. Commissioner Maddox announced that the dog involved, "Reinie," had been adopted and now had a safe home, after the Court intervened to prevent the animal from being returned to its previous owner.

Commissioner Maddox announced an opportunity for grant funding through the Department of Juvenile Justice; and, he suggested said funding, if obtained, could be used to provide martial

arts training, through the private sector, to at-risk youth in the Promise Zone area. Commissioner Maddox alerted that potential grant funding through the Community Oriented Policing Services (COPS) Hiring Program (CHP) could be applied for prior to June 23, 2016. (CHP provides funding to hire and re-hire entry level law enforcement officers.)

Commissioner Maddox expressed well wishes to Sgt. Stephen Vaughn, who retired today from the Tallahassee Police Department.

Commissioner Miller requested that an agenda item be brought to the Commission regarding the trap-neuter-release (TNR) program and the impact such a program would have on Animal Services.

Adjournment: There being no further business to discuss, the meeting adjourned at 7:44 p.m.

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*Note – Full minutes of this meeting will be placed on file with the Office of the City Treasurer-Clerk upon adoption by the City Commission.


**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County
Board of County Commissioners
Cover Sheet for Agenda #12

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program Awards

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:	Brian Hickey, Acting Director of Tourism Development Chris Holley II, Assistant to the Director of Tourism Development

Fiscal Impact:

This item has no fiscal impact to the County. Adequate funds are available in COCA's FY 2016 budget for capital improvement grants.

Staff Recommendation:

Option #1: Accept the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program awards as recommended by the TDC (Attachment #1).

Report and Discussion

Background:

This item seeks acceptance of the Council on Cultural & Arts' (COCA) 2016 Cultural Capital Improvement Matching Grant Program awards as recommended by the Tourist Development Council (TDC). In 2014, the Board reached an agreement with the City regarding the reallocation of one-cent of the Tourist Development Tax (TDT), previously dedicated to the construction of a performing arts center, to support cultural grants starting in FY 2015.

Leon County Government supports cultural arts programs and activities through a combination of general revenue and tourist development taxes. In addition to allocating one cent of the TDT to COCA for operational expenses to support implementation of the Capital Area Cultural Plan and cultural programming grants, the Board dedicates an additional ¼ cent of the TDT specifically to support the Cultural Capital Improvement Matching Grant Program for cultural organizations. The purpose of the Cultural Capital Improvement Matching Grant Program is to offer support and funding for renovation, new construction, acquisition or equipping of cultural facilities as described in §125.0104(5)(a), Florida Statutes and which are located in Leon County. As approved by the Board on March 8, 2016, the grant guidelines (Attachment #2) conform to statutory expenditure requirements for TDT funds and define a cultural facility as:

“a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpting, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities.”

This item addresses the following revised FY2012 - FY2016 Board Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA. (2012)

This particular Strategic Initiative aligns with the Board's Strategic Priorities: Economy and Quality of Life

- (Q4) Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- (EC4) Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

Analysis:

The County's Tourism Plan (Ordinance) calls for the dedication of a ¼ cent of the TDT specifically to support the Cultural Capital Improvement Matching Grant Program for cultural organizations for a five-year period from FY 2015 – FY 2019. Monies accrued from the ¼ cent each year are to be awarded in arrears. For example, TDT collections from FY 2015 are to be awarded during FY 2016, as presented in this item, and this practice will continue through FY 2020.

As part of its contract with the County, COCA manages this program and utilizes a volunteer panel to evaluate the grant applications in accordance with the guidelines previously approved by the Board. Tourism Development staff served on panels throughout this process to provide guidance on the appropriate uses of the TDT and share insights on possible cooperative marketing opportunities.

To be an eligible applicant, organizations must be physically located in Leon County, a non-profit tax exempt Florida Corporation, and provide at least three years of year-round arts or cultural programming in the County. Applicants may apply for a minimum of \$5,000 and maximum of \$100,000 but requests must be no greater than 50% of the total eligible budget costs for the project. Organizations may only submit a single application per year and those who are awarded funding will not be eligible for capital funding in the fiscal year immediately following their grant award. Matching fund requests must be at least 1:1 and may consist of the following:

- Cash on hand or liquid assets, which are required to make up at least 25% of the total match.
- Irrevocable pledges.
- In-kind contributions to consist of no more than 50% of the applicant's total match requirement.
- Prior eligible expenditures directly related to the project made within two years prior to the application date.
- A portion of the value of the land or building (up to 10%) directly used for the grant project.

On March 11, 2016 the guidelines were released to the public and COCA began implementation of the program. Five qualified applications were received from the following organizations: Challenger Learning Center, Goodwood Museum and Gardens, LeMoyne Center for the Visual Arts, Tallahassee Museum of History and Natural Science, and the FSU College of Music. On Friday, June 10, 2016 these applications were reviewed and scored by the COCA panel (Attachment #1). With \$249,359 available to award, the two top scoring applications received 100% of their request and the third received the remaining funds as follows:

1. Challenger Learning Center, STEAM Laboratories (classroom spaces) - \$56,875
2. Goodwood Museum and Gardens, Rough House Restoration and Renovation - \$100,000
3. LeMoyne Center for the Visual Arts, repairs to Meginnis-Munroe House - \$92,484 (requested \$100,000)

Title: Acceptance of the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program Awards

July 12, 2016

Page 4

On June 16, 2016 COCA staff presented the grant program panel's recommendations to the TDC which unanimously approved the recommended awards (two TDC members recused themselves). Grant recipients will enter into a contractual agreement with COCA which specifies their responsibilities including reporting requirements to COCA at six-month intervals and a final grant report. COCA must also maintain an accounting system that provides for a complete record of all the grants and matching funds.

Although there were not enough funds available for two of the five qualified applicants, as previously mentioned these 2016 grant awards through COCA are based on the County's collection of TDT funds from FY 2015. Staff anticipates revenue collections for the dedicated ¼ cent of TDT to remain consistent in FY 2016 at approximately \$242,500 compared to \$249,359 in FY 2015, providing ample opportunity for cultural organizations to utilize the Capital Improvement Matching Grant Program. The FY 2016 revenues would be available soon after the conclusion of the fiscal year which ends on September 30, 2016.

Options:

1. Accept the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program awards as recommended by the TDC (Attachment #1).
2. Do not accept the Council on Culture & Arts' 2016 Capital Improvement Matching Grant Program awards as recommended by the TDC.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. COCA's FY16 Capital Improvement Matching Grant Program Panel Score Sheet and Applications
2. Capital Improvement Matching Grant Guidelines

FY 16 Cultural Facilities Matching Grant Program

Number	Organization	Project Name	Request Amount	Proposal Summary	Vanessa Anderson	Aaron Boyette	Burt Davy	Antoine Wright	Brian Zettle	High Score	Low Score	Total Panel Score (minus high & low)	Total Panel Score (Exclud)	Average Panel Score (excluding high and low score)	Bonus points based on years of service	Total Weighted Score	Total Funding available	Total Recommended Funding
CF2016-02	Challenger Learning Center	STEAM Laboratories	\$56,875	to construct two additional classroom spaces to conduct STEAM (science, technology, engineering, arts and mathematics) programming	83.0	84.0	80.0	76.0	80.0	84.0	76.0	243.0	243.00	81.00	2	83.00	\$ 249,359.00	
CF2016-04	Goodwood Museum and Gardens	Rough House restoration and rehabilitation	\$100,000	funding will help to restore the exterior and rehabilitate the interior of the historic Rough House cottage.	78.0	83.0	86.0	78.0	77.0	86.0	77.0	239.0	239.00	79.67	3	82.67	\$ 192,484.00	\$ 56,875.00
CF2016-05	LeMoyné Center for the Visual Arts	repairs to Meginnis-Munroe House	\$100,000	to repair the exterior of the historic Meginnis-Monroe House	75.0	80.0	77.0	70.0	80.0	80.0	70.0	232.0	232.00	77.33	5	82.33	\$ 92,484.00	\$ 100,000.00
CF2016-01	Tallahassee Museum of History and Natural Science	Enhancing the experience of Tallahassee Tree to Tree Adventures Course	\$49,646	to install new technology which will enhance the safety and overall experience of Tallahassee Tree to Tree	76.0	79.0	82.0	74.0	73.0	82.0	73.0	229.0	229.00	76.33	5	81.33	\$ -	\$ 92,484.00
CF2016-03	FSU College of Music	Audio enhancements and upgrades for Ruby Diamond Auditorium	\$92,053	to purchase audio production equipment which will enhance and upgrade the current audio system.	83.0	71.0	72.0	74.0	78.0	83.0	71.0	224.0	224.00	74.67	5	79.67	\$ -	\$ -

CULTURAL FACILITIES MATCHING GRANT APPLICATION

FY16



Administered on behalf of Leon County



I. Application Details

Name of Government Entity or Nonprofit

Organization

The Florida State University d/b/a Challenger Learning Center of Tallahassee

Address

200 South Duval Street

City, State Zip Code

Tallahassee, FL 32301

Project Contact Person

Michelle Personette

Title/Position

Director

Phone Number

850-645-7770

Fax Number

850-645-7784

Email Address

mpersonette@challengertlh

Organization Website URL

www.ChallengerTLH.com

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes

No

Organization Incorporation Date:

03/24/03

Number of years of continuous operation service to Leon County:

13

Federal ID #

59-1961248

Project Title

STEAM Laboratories

Location of Project (Must be in Leon County)

Kleman Plaza - Downtown Tallahassee - 200 South Duval Street

Project Purpose (Check One):

Acquisitions

New Constructions

Renovation

Equipping

Description of Project (5,000 Maximum characters):

The Challenger Learning Center has exceeded its facility capacity for hands-on educational programs and needs to construct two additional classroom spaces to conduct STEAM (science, technology, engineering, arts and mathematics) programming. The proposed classrooms will be built on the second floor of the Challenger Learning Center in currently unfinished space directly under the IMAX projection booth. This build-out of this space was eliminated in the construction of the building due to limited funding.

The construction of the proposed classroom spaces will have several unique aspects that will enhance the creative process, including:

- Laboratory workspace shaped in a “U” to maximize student/instructor interactions and facilitate teamwork among the students
- Adjustable seating to accommodate students of varying ages and heights
- Glass store-front windows for visitors and parents to view the interactive educational hands-on programming with the students
- Walls painted with whiteboard paint for students to brainstorm their ideas and sketch their program, including:
 - o 3D printer designs
 - o Engineering builds and models
 - o Robot designs
 - o Storyboards for filming movies
 - o Team competition challenges
 - o ...and many more
- Interactive smart boards to enhance teaching and learning experience for visual, audio and tactile learners. Smart Boards also provide students and teachers with instant access to instructional assistance through the vast online STEAM resources as well as the ability to interact and receive instruction from experts throughout the world in real-time.



Project Start Date: 07/01/16

Project End Date: 06/30/17

Amount Requested: \$56,875.00

Total Project Budget: \$124,650.00

Historical Significance (If applicable)

A. Age of the Building

13 years

B. Is the building subject to historical preservation requirements?

YES

NO

Ownership/Lease

A. Who owns the building?

State of Florida Board of Trustees / Challenger Learning Center

B. Who owns the land?

City of Tallahassee

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?)

N/A - Building is not leased

II. Narrative Questions

A) Need (8,000 Maximum characters) (20 Points)

Why is the project important **to your community** and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

The Challenger Learning Center (CLC) serves over 40,000 students each year from the tri-state service area. The most heavily attended months are from December - May. During these months the CLC has several schools visiting each Monday - Friday and hosts several daily and weekly camps.

Although, the CLC's Group Sales Coordinator works very hard to meet the needs of every school requesting a reservation, the task is often difficult due to a lack of usable space for programming located within the facility. Currently, the CLC has two classrooms to ideally conduct hands-on labs and activities. However, when the CLC's existing classrooms are already in use, the CLC's Group Sales Coordinator, in order to accommodate the teacher's program request for hands-on labs or activities, must utilize environments within the CLC that are less than ideal for the educational learning process.

A less than ideal, but often utilized situation that occurs, is the CLC utilizing the exhibit hall as classroom space or taking the Planetarium or IMAX Theatre off-line. These are less than ideal solutions because the exhibit hall space provides the only access to restrooms, the planetarium theatre, mission control simulator, and the preexisting classrooms. Therefore, when a program is scheduled in the exhibit hall, students are asked to focus on the activity while experiencing the distractions of customer foot traffic, additional school groups passing through, gift shop and box office sales, etc. And, taking the theaters off-line reduces show attendance or an inconsistency in our show scheduling potentially jeopardizing the CLC's contracted show agreements with film distributors.

The Center's aforementioned hands-on STEAM programs require classroom space for programming including learning labs, dynamic demos and interactive activities; and these students deserve to have the space that can best facilitate their learning.

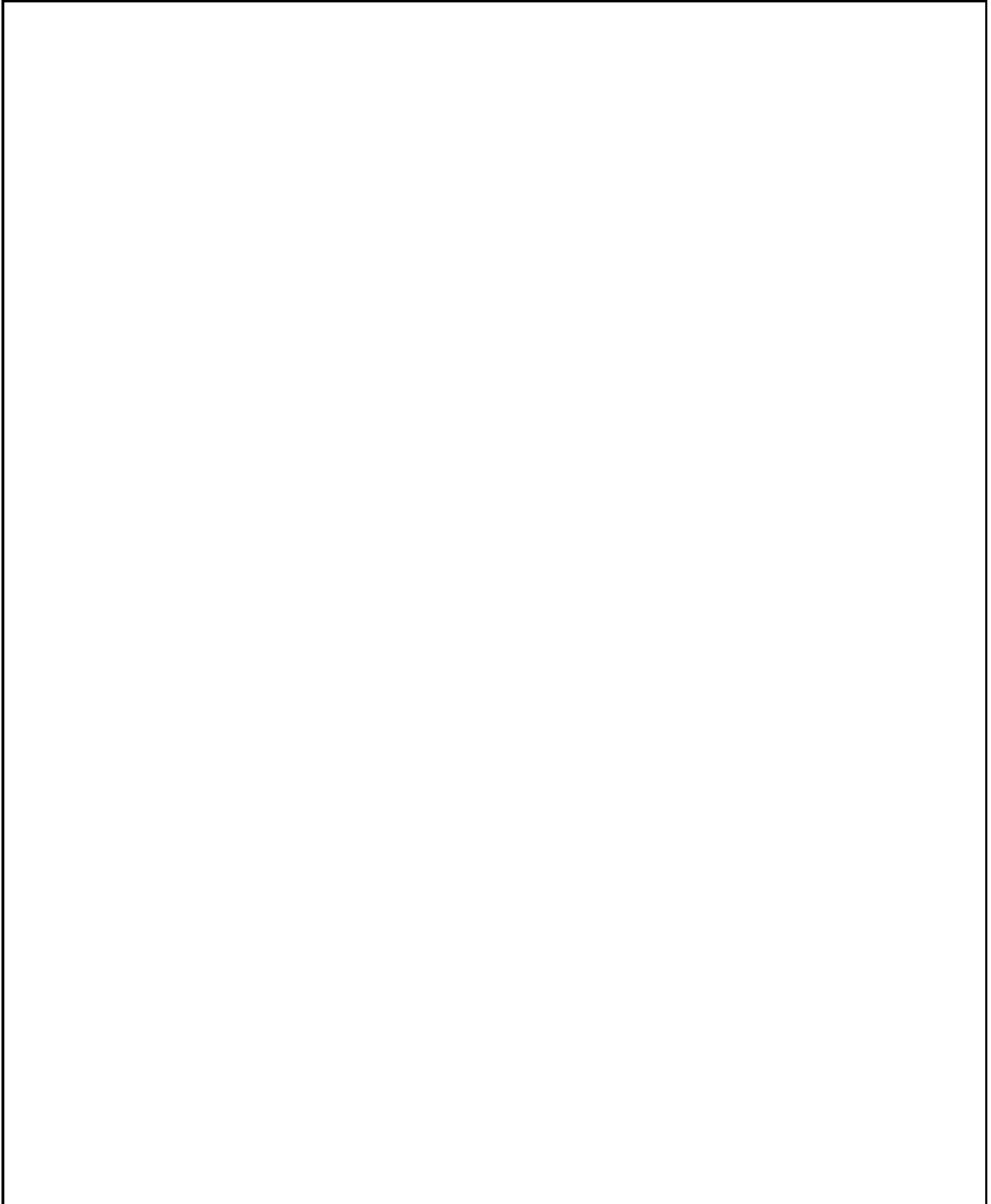
With this requested additional classroom space, the Center's education staff would be able to provide hands-on, minds-on learning activities for a larger number of students from the tri-state service area with active educational programming, facilitated by experienced education staff.

Additionally, these STEAM Laboratories are needed to accommodate the surplus of spring break and summer break campers that the Center experienced with the increased popularity of our programs as well as the closure of other community camp programs. Each year, the CLC serves 800-1,000 campers in its weekly camp programs. The need for additional space to conduct educational programs is evident in the capacity and wait list data of the CLC camp programs.

In 2014, Winter Break Camp was at 96% capacity. Spring Break Camp was at 98% capacity and Summer Break Camp was at 78% capacity with 32 students on a wait list for the following themed camps: Robotics, Forensics, Space, Rocketry, Grossology and Animals.

In 2015, Winter Break Camp was at 78% capacity with a wait list of 11 students in the subject areas of Winter Wonderland, Chemistry, Weather and Space. Spring Break Camp was at 95% capacity. Summer Break Camp was at 96% capacity with 117 students on a wait list for the following themes: Robotics, Chemistry, Space, Rocketry, Minecraft, Dinosaurs, Movie Magic, Micro Science, Physics, Engineering, Grossology and Animals.

In 2016, Spring Break Camp was at 98% capacity with 12 students on waiting lists for the following themes: Neverland Survival School, Hogwarts Elementary, Science of Seuss and Avenger Academy. Registration for Summer Camp has been open for seven weeks and at this time, Summer Camp is already at 59% capacity; five camps are already at capacity with a wait list. The CLC anticipates that the majority of these camps will reach capacity and students will be need to be placed on additional waiting lists. The additional classroom space of the STEAM Laboratories will provide the physical locations for many of these camps and accommodate those students on the waiting lists.



B) Vision (8,000 Maximum characters) (15 Points)

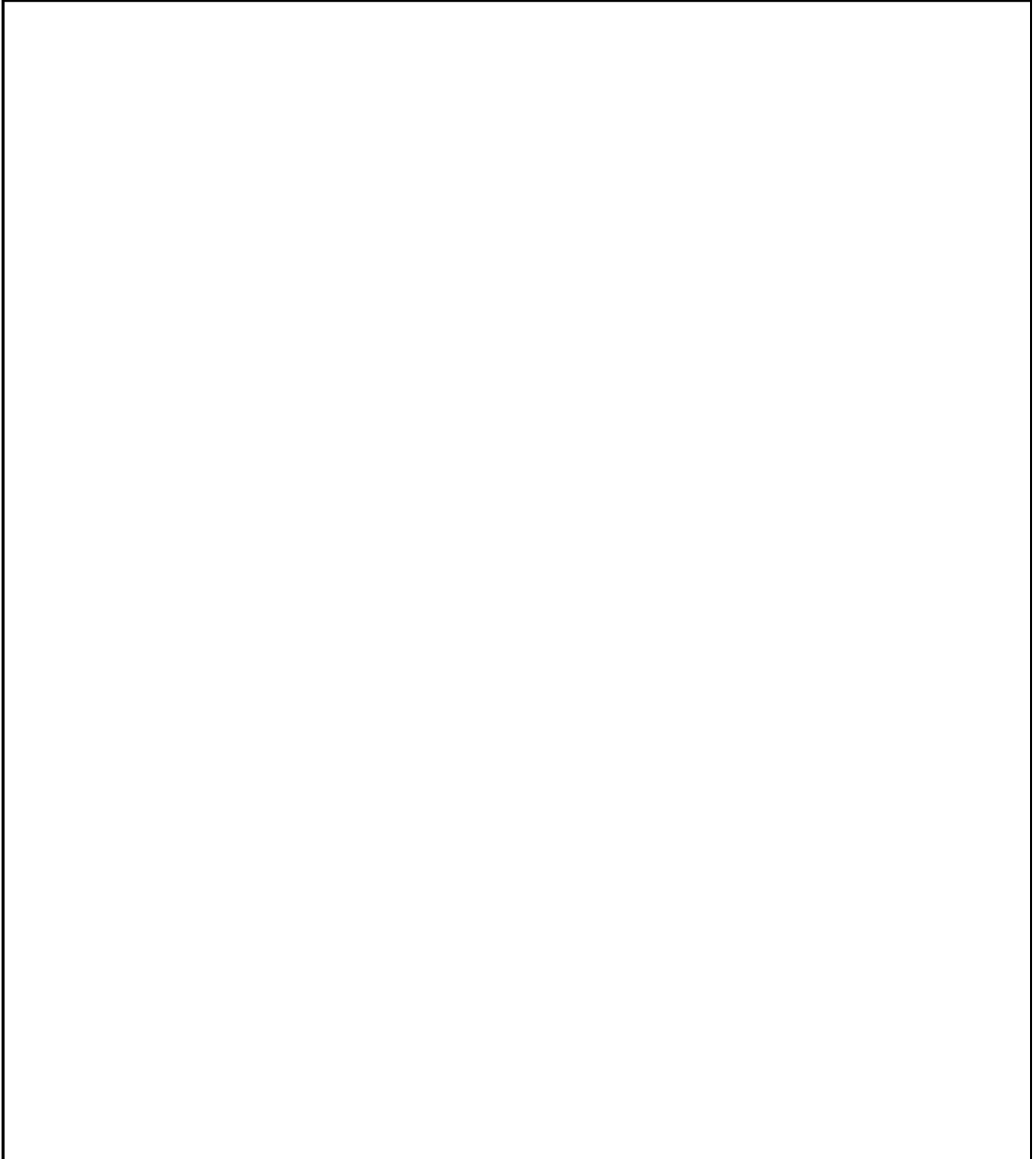
What is the Vision? Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

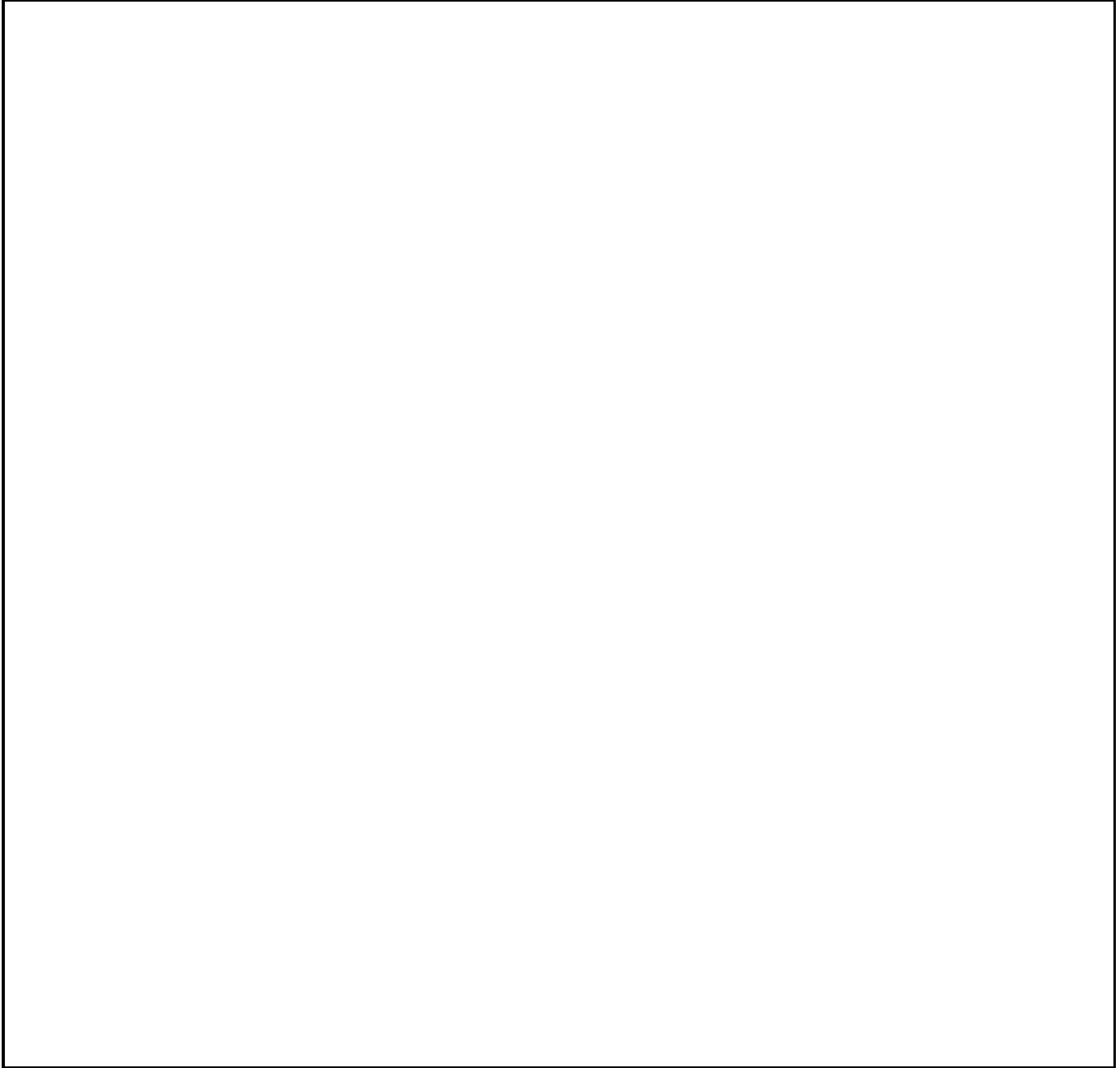
STEM education refers to the areas of science, technology, engineering and mathematics. STEAM education incorporates the "A" for the arts – recognizing that to be successful in technical fields, individuals must also be creative and use critical thinking skills which are best developed through exposure to the arts. STEAM initiatives in informal education, after school and summer programs are means to encourage, educate and prepare today's youth to pursue higher education and careers in in STEM-related fields.

The CLC programs provide inquiry-based, hands-on, high quality STEAM activities for children across the tri-state service area. By providing this unique space, students and teachers alike can explore STEM subject areas in a creative space, utilizing technology, collaboration and creativity to explore subject matters often difficult to "teach" in the classroom setting.

Without the addition of these classrooms, the CLC cannot not grow its programming, cannot accommodate the growing need of teachers for STEAM related programming to enhance their students STEM knowledge; cannot facilitate the need for parents to have hands-on, minds-on learning environments for their children while out of the school environment.

However, with the addition of these laboratory classrooms, the CLC will be able to increase its capacity for camp experiences by 32 students per weekly session; that is an additional 384 students per year in the week-long camp programs and an additional 192 student in day-long camps. The addition of these laboratory classroom spaces would also increase the quality of programming and quantity of students served from area school districts participating in learning labs and dynamic demonstrations.





C) Inspire Excellence (7,000 maximum characters) (5 Points)

What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

Challenger Learning Center's, founded by the surviving family members of the STS 51L Challenger crew, desired a memorial honoring their loved ones that would continue their legacy of exploration and desire of teacher Christa McAuliffe to engage students from across the nation in the learning experience outside the classroom. The surviving family members developed a simulation, an immersive environment where children become astronauts, engineers, doctors, and scientists for a day working together to successfully complete their NASA space mission of voyaging to the Moon, rendezvousing with a comet, exploring the harsh Mars environment or observing Earth from the Space Station.

This simulator became the backbone of the Challenger Learning Center of Tallahassee's educational program development. As the Challenger Learning Center team bore witness to the increased content knowledge of students because of their active participation and immersion into their roles as astronauts and engineers, more interactive, hands-on, engaging STEM based programs were developed incorporating the arts.

"The Challenger Learning Center strives to foster lifelong interest in science, technology, engineering, and mathematics through positive learning experiences. New, updated classroom space will allow for the Center to offer more programs and expand their reach to more students within the tri-state area. The proposed space includes a wall that can be used for writing, mapping, brainstorming, and designing that creates an interactive learning environment between instructor and student.

Success for the next generation in education and career advancement is cemented in the skills they acquire in grade school. Reading comprehension is one of those skills that is vital to success in any subject or profession. Whether you're an engineer, an artist, a teacher, a mathematician, or an entrepreneur, without the cognitive skills required for reading comprehension, there is a hard limit to success. The Challenger Learning Center's interdisciplinary incorporation of the subject areas of reading, language arts and creative writing into their core STEM subjects reinforce the importance of obtaining and developing STEAM skills."

Jimmy Cole, Director of External Relations
Florida Center for Reading Research & Regional Educational Laboratory Southeast

"As an educator, I have witnessed increased student excitement and engagement in STEM curriculum through the use of hands-on and interactive activities throughout the K-20 learning experience. The hands-on activities of the Challenger Learning Center incorporate creativity and innovation through design, story-telling, and reading to create a successful environment for STEAM education. The addition of the proposed STEAM Laboratories will permit the Challenger Learning Center to provide yet another unique and innovative learning space for the students of their tri-state service area to explore their STEM skills through utilization of the arts."

Marcy P. Driscoll
Leslie J. Briggs Professor of Educational Research and Dean
Florida State University College of Education

"My son attends many Challenger Learning Center programs throughout the year. I choose to send my children to Challenger Learning Center programs and Camp Challenger because their curriculum is fun, educational, diverse, convenient and safe. The Challenger Learning Center offers unique and popular themed camps and as such are always in high demand. Last year, I attempted to register my son for several camps. Sadly, I discovered that many were already full. My son was added to a waiting list that summer. I know that additional, multi-use classroom space would increase the Challenger Learning Center's capacity for school and camp programs. This would be a great benefit to the teachers and students they serve, as well and the parents that choose Challenger Learning Center's "edu-taining" programming for their kids while they are out of school.

Allie Fleming
Mom of Two

III. Facility

A) Process/Design & Planning (9,000 maximum characters) (15 Points)

Include:

- Process/Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

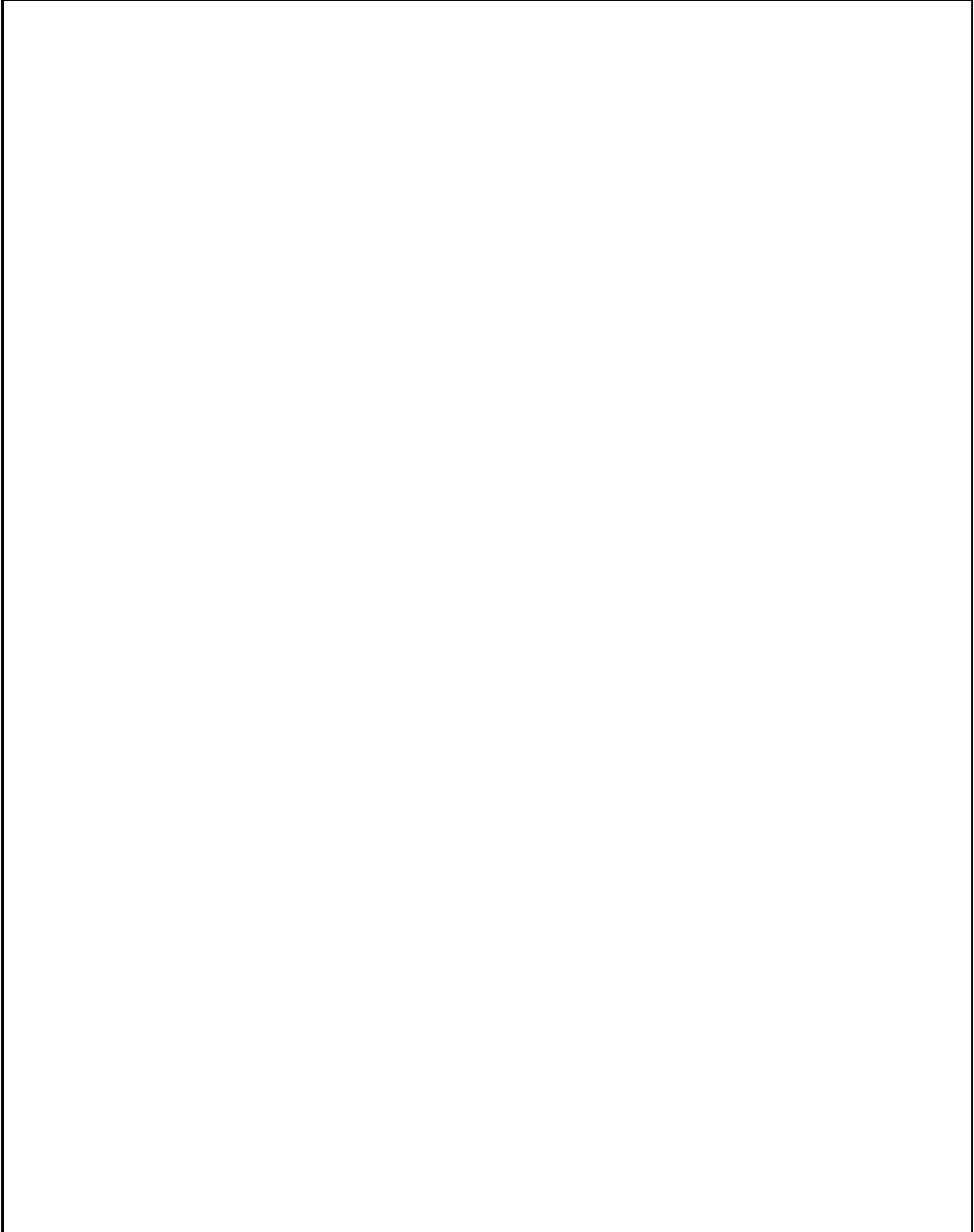
Projected Project Timeline:

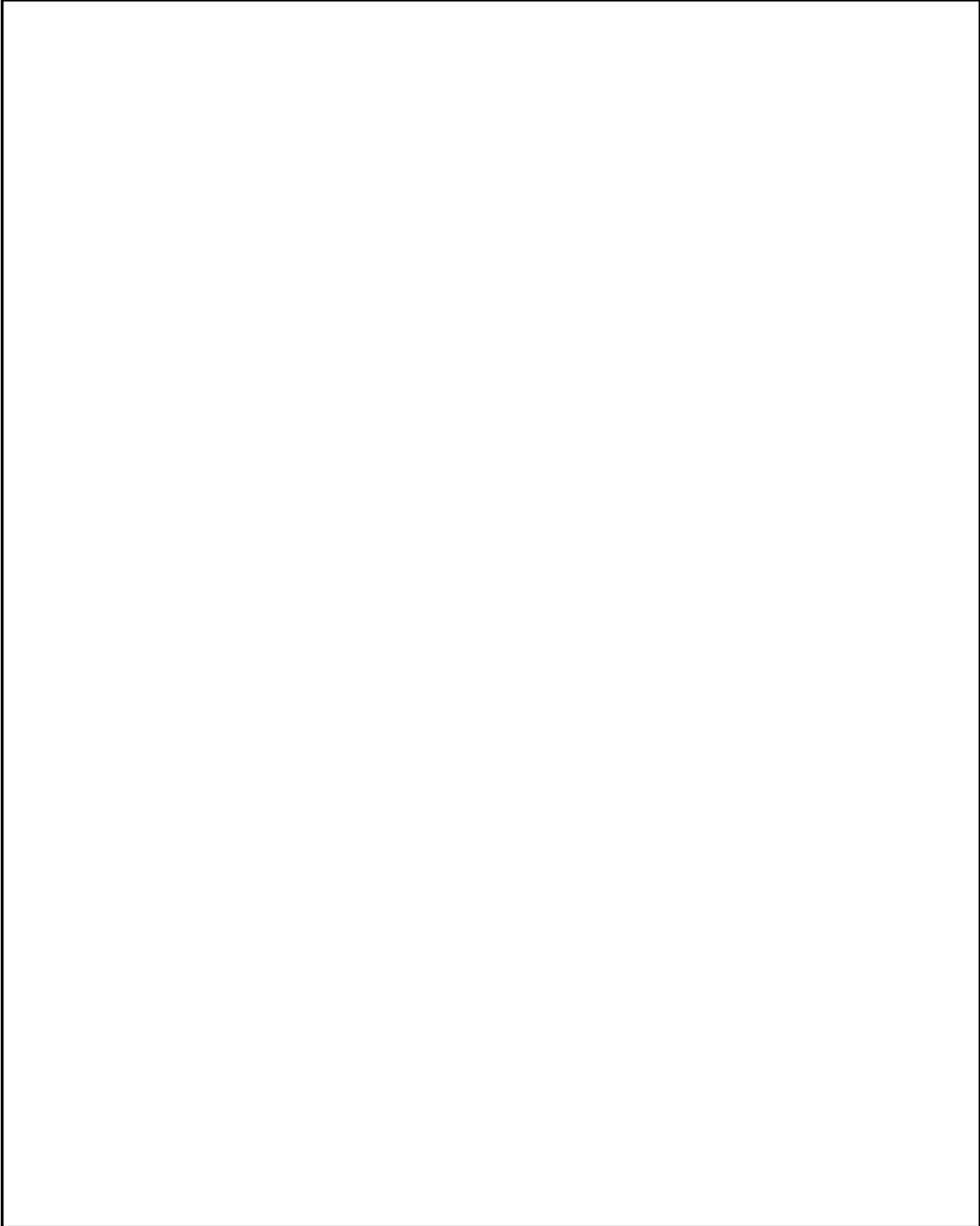
- June 10, 2016: Grant Panel Review Committee Recommendations
- July 7, 2016: Tourist Development Council Accepts Committee Recommendations
- July 11 - July 29, 2016: MLD Architects completes architecture and construction documents
- August 1 - August 26, 2016: Permitting reviews for Florida Building Code and Life Safety Code performed by FSU Building Code Official/Fire Marshall
- August 29 - September 16, 2016: Competitive bidding process to secure Contractor
- September 19 - September 30, 2016: Finalize contract with Contractor
- September 26 - October 14, 2016: Selection of final materials, furniture, fixtures and equipment
- October 17 - January 2, 2017: Demolition and Construction of STEAM Laboratories
- January 9, 2017: Receipt of Certificate of Occupancy for new build-out

Project Team: The project team members have proper licenses and certifications in their areas of expertise and have decades of experience in their respective areas. The CLC has taken great care to establish a stellar team from design to program implementation for the proposed STEAM Laboratories. See "Project Team" document attached to this proposal for details.

Project Planning: The approximate square footage of the project is 920 square feet. The scope of the project, including the necessary components from consultants are addressed in detail in Section IV. A. Operational Readiness of this proposal as well as the attached checklist titled "Form B_Project Readiness."

Estimates: The CLC is requesting \$56,875 from COCA for the completion of this project. The CLC will match the project with \$59,175 cash on hand, plus an additional \$8,600 cash on hand for project contingency. The proposed budget for this project is detailed in the attachment "Form D_Project Budget Summary" and the "Form E_Matching Funds." The cash on hand match will be paid through accumulation of net profit from prior fiscal years and unrestricted donations made to the CLC. For details on CLC account balances the match will come from, see attachments "BS_from_July2015" and "BS_from_March2016." All costs for this project, including designs, materials and labor are detailed in the support materials as "Line Item Project Budget Estimate."





B) Quality (5,000 maximum characters) (15 Points)

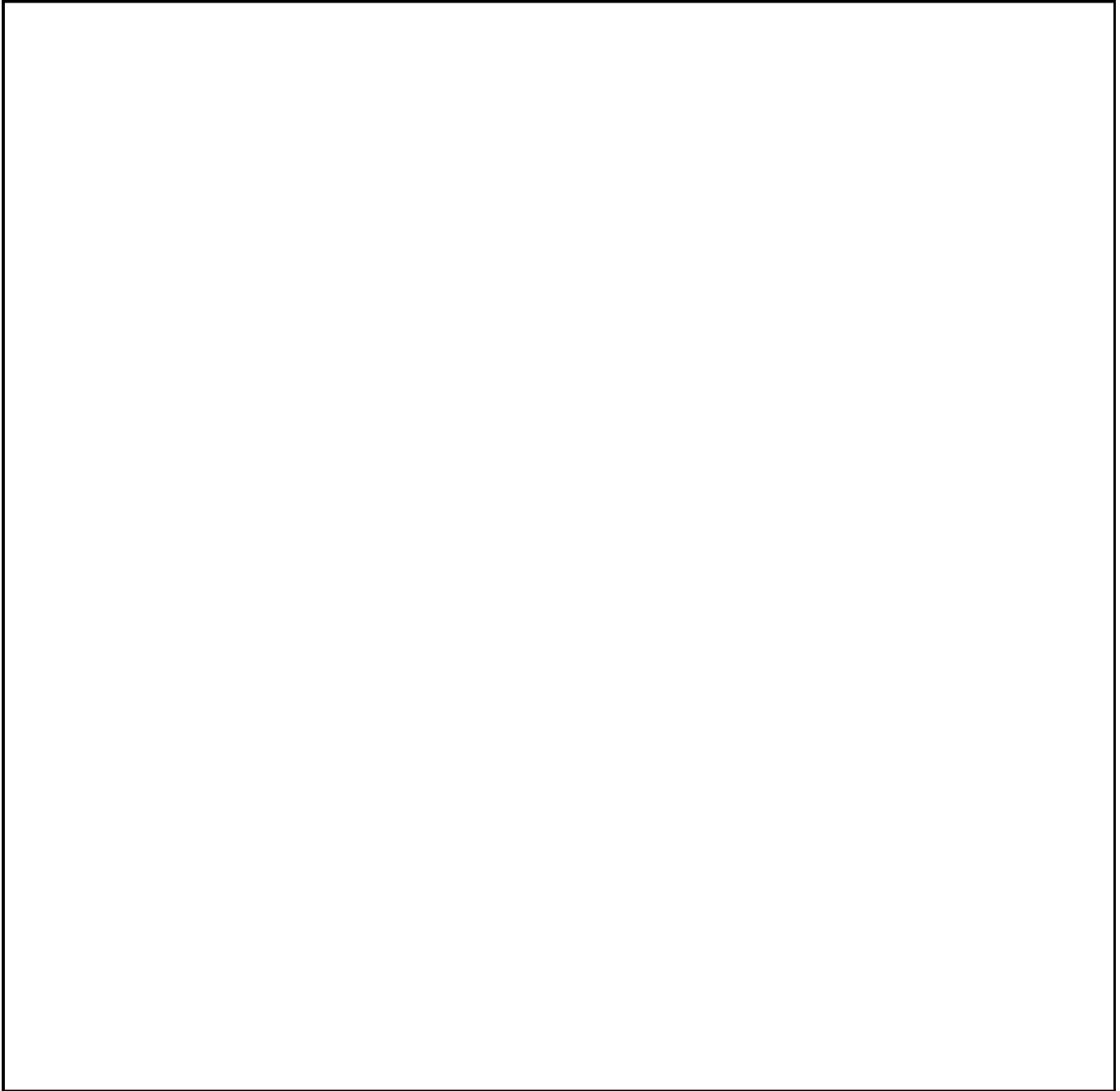
Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

The design of the STEAM Laboratories is versatile and will accommodate current CLC programs, as well as allow for the expansion of new programming. The design of the "desk" space is flexible enough to accommodate standing work spaces. The adjustable chairs will allow students of varying ages and heights to work at the space and special accommodations have been incorporated into the design to provide access to the "desk" work space for students of varying handicaps. (See attachments "Architectural Renderings," "Architectural Renderings2," and "Architectural Renderings3" for design concept)

The "desks" will also serve as equipment and supply storage accessible through the inside of the "U" structure to provide the instructor with immediate access to needed supplies that could facilitate the learning process. The tops of the desks will be quartz counter tops. The stain and scratch resistant, nonporous counter tops will provide the ideal surface for working with students of all ages in all subject matters. These counter tops will withstand the the pressure of students building robots and mechanical mechanisms without scratching; they will withstand the melted filament of a 3D printer; and they will not stain while working with most chemicals.

The ceiling and wall design of the STEAM Laboratories will be consistent with the open "airplane hanger" motif of the rest of the CLC building. The design will continue to incorporate exposed conduit and plumbing piping, aluminum ceiling tiles and exposed structural steel beams. The CLC building breaks up the industrial "coldness" of these features by incorporating pops of bright coordinating colors on adjacent walls. These colors currently include shades of azure, navy and cerulean blue, indigo and berry purple, as well as teal and lime greens.

All of the design elements listed above will create an exciting and dynamic learning space while ensuring the accessibility of CLC programming to more students. The design elements and materials selected will ensure that the space is interactive and engaging, as well as durable.



IV. Management & Budget

A) Operational Readiness (4,500 maximum characters) (10 Points)

Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

The design drawings and preliminary architectural drawings have been completed by J.J. Scott, AIA, LEED AP BD+C, a Principal Architect with MLD Architects (AA26003006). The designs have been reviewed by Kimberly Strobel-Ball, AIA, LEED BD+C, a Senior Project Manager with Facilities Design and Construction at Florida State University (FSU). MLD Architects was selected via a continuing services contract with Florida State University. The project will be managed by FSU Facilities, via Kimberly Strobel-Ball from conception through design, bidding, construction, and completion/warranty.

Once a recommendation for funding has been approved by the COCA Cultural Facilities Review Committee, the CLC will authorize the completion of the architectural and construction drawings. These aforementioned architectural drawings will not be paid for by COCA funds, if awarded. When the architectural documents are completed and reviewed by Florida State University and the Building Code Official/Fire Marshal, a contractor for the project will be selected via a competitive process. The competitive process will be in alignment with Florida Statutes and Florida State University policies and procedures for construction.

Permitting reviews for Florida Building Code and Life Safety Code will be performed by the Florida State University Building Code Official at the completion of the construction documents. A preliminary review will be held at the completion of the Design Development drawings. A Certificate of Occupancy already exists for the current occupied facility; therefore at completion of the Project, the FSU Building Code Official and Fire Marshal representative will issue a separate Certificate of Occupancy for the new build-out. This Project construction will not interfere with the current operation of the facility or violate its current Certificate of Occupancy, since the proposed project includes interior renovation of previously unoccupied space.

Required Attachments –Upload each of the required documents in separate folder marked “Attachments”:

- a) Minutes from the organization’s board meeting** authorizing the project for which applicant is applying. (500 char. Response +1MB upload)
- b) Board of Directors, including officers** (+1MB upload)
- c) Project Team, including key staff** involved with project (+1MB upload)
- d) Form A, Five (5)-year Operating Forecast**
- e) Form B, Project Readiness**

B) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled “Attachments” :

- a. Form C: Certification from Professionals** – Architect, Engineer and Contractor – **IF** no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
 - b. Form D: Project Budget – Summary** (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
 - c. Form E: Matching Funds & Matching Funds documentation** - \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
 - d. Audit and Form 990** - from most recently completed fiscal year
 - e. Financial Statements-** Current year-to-date (if audit is more than 1 year old) -- both Balance Sheet and Statement of Income & Expenses from same reporting date.
- **NOTE:** A report will be provided to panel that confirms match & backup documentation.

Site Map of Enclosed Attachments

1. Financial Statements

- BS_from_July1_2015 (Balance Sheet at End of FY2014-2015)
- BS_from_March2016 (Balance Sheet at End of Q3 FY2015-2016, current cash on hand)
- IS July14_June15 (Income Statement at End of FY2014-2015)

2. Support Materials

- Architectural Renderings (1st draft) with Artistic Views
- Architectural Renderings 2 (view with removal of port-hole windows between classrooms)
- Architectural Renderings 3 (scale viewing from 2nd floor catwalk of CLC)
- Line Item Project Budget Estimate (budget estimate from Architect)

3. Board of Directors: (list of FY2015-2016 CLC BOD members and their affiliated organizations)

4. Board of Directors_Meeting Minutes: (meeting minutes of CLC BOD members approving STEAM Laboratories project, highlighted yellow)

5. Form A_5 Year Operating Forecast

6. Form B_Project Readiness

7. Form C_Certification from Professionals

8. Form D_Project Budget Summary

9. Form E_Matching Funds (CLC is requesting 46% of total project budget and will provide remaining funding for project from cash on hand. No pledges, in-kind contributions or portion of land value was used to calculate CLC's required match.)

10. Project Team

11. Proof of Ownership_State of Florida (CLC building is owned by the State of Florida Board of Trustees, the building is maintained by Florida State University facilities team, the land is owned by the City of Tallahassee)

12. Strategic Plan: (portion of 56 page 5-Year Strategic Plan referring to Facility/Capital Improvements projects for the CLC)

B) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

The CLC is the recipient of appropriated plant operations and maintenance (PO&M) funds from the State of Florida via Florida State University. Since the CLC opened in 2003, these PO&M funds, as well as unrestricted end of the fiscal year net income and donations have provided adequate resources to maintain the CLC facility over the last 13 years.

Classroom and laboratory space that house the interactive educational programs of the CLC is the priority of the CLC management and Board of Directors. The parts of the facility that contribute to the CLC accomplishing its mission of educational outreach receive priority of operations and maintenance funds, these proposed STEAM Laboratories will receive this priority of care.

Care & Stewardship Required Attachments– *Upload each of the required documents in separate folder marked “Attachments”:*

- **Long-range or strategic plan** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- **Proof of Ownership, Lease and/or sublease** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- **Support Materials (photos, tables, studies, statistics, and documents) (Optional):**3MB upload maximum

CULTURAL FACILITIES MATCHING GRANT APPLICATION

FY16



Administered on behalf of Leon County



I. Application Details

Name of Government Entity or Nonprofit

Organization

Goodwood Museum and Gardens, Inc.

Address

1600 Miccosukee Road

City, State Zip Code

Tallahassee, FL 32308

Project Contact Person

Nancy I. M. Morgan

Title/Position

Co-Executive Director

Phone Number

850.942.0742 x222

Fax Number

850.877.3090

Email Address

nmorgan@goodwoodmuseum.org

Organization Website URL

www.goodwoodmuseum.org

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes

No

Organization Incorporation Date:

11/04/97

Number of years of continuous operation service to Leon County:

Built 1837, museum 18 yrs.

Federal ID #

31-1539800

Project Title

Rough House Restoration a

Location of Project (Must be in Leon County)

1600 Miccosukee Road, Tallahassee, Leon County, FL 32308

Project Purpose (Check One):

Acquisitions

New Constructions

Renovation

Equipping

Description of Project (5,000 Maximum characters):

Goodwood Museum & Gardens is a cultural, historical, and educational institution situated in the heart of Tallahassee. The 16-acre museum property is an intact cultural landscape that includes 20 historic structures and heirloom gardens that reflect nearly two centuries of history in the region. The property has witnessed, and today helps to tell the stories of, every era of modern Florida from the early 19th century to the present—the territorial period, statehood, secession and the Civil War, Reconstruction and Jim Crow, the Country Estate Era, and Florida political life. Goodwood was among the state's earliest listings in the National Register of Historic Places. Today, Goodwood is one of Tallahassee's premier historic attractions and also serves as an important venue for a wide variety of public and private events.

Goodwood Museum & Gardens, Inc. seeks funding for the exterior restoration and interior rehabilitation of the Rough House, a 1915 building whose location and history combine to give it a particular prominence at Goodwood. Originally, the building was called Camellia Cottage. It served as a bathhouse and was situated between the 1910s swimming pool and roller skating rink. Servants nicknamed it "the Rough House," supposedly because estate guests who wanted to stay up late and 'rough house' were encouraged to go there to continue their revelry.

Since 1998, the Rough House has served as a café on the museum grounds. However, the structure is rapidly deteriorating and faces severe limitations on its ability to function as a restaurant. Currently, Goodwood Museum & Gardens is engaged in a project that will restore the Rough House's failing porches and stucco walls, as well as its water mitigation and drainage systems. The project also will rehabilitate the interior with upgraded mechanical systems, space reallocation, and improved handicapped accessibility so that the building may more effectively be used as a dining facility.

(Continued on next page.)

The Rough House project is vital to Goodwood Museum & Gardens and the community because it will preserve the historic integrity of one of Tallahassee's most significant historic properties, provide important, accessible amenities for visitors, and generate much-needed income for the museum. Partial funding for the project has been secured through the State of Florida Division of Historical Resources and private donations, and the project is fully shovel-ready. Comprehensive planning is in place, Goodwood has already secured \$100,000 for the Rough House, the project has been released for bid, and construction is ready to begin. Goodwood Museum & Gardens, Inc. is requesting an additional \$100,000 through the COCA Cultural Facilities Grant program to complement existing funding and provide the opportunity to complete the entirety of this critical restoration and rehabilitation project.

Project Start Date: 06/15/16

Project End Date: 12/31/16

Amount Requested: \$100,000.00

Total Project Budget: \$210,000.00

Historical Significance (If applicable)

A. Age of the Building

101 years

B. Is the building subject to historical preservation requirements?

YES

NO

Ownership/Lease

A. Who owns the building?

Goodwood Museum and Gardens, Inc.

B. Who owns the land?

Goodwood Museum and Gardens, Inc.

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?)

N/A

II. Narrative Questions

A) Need (8,000 Maximum characters) (20 Points)

Why is the project important **to your community** and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

The historic Goodwood estate has long been recognized as one of Florida's significant historical and cultural resources. The property was listed in the National Register of Historic Places in 1972, shortly after the initial passage of the National Historic Preservation Act that established the Register. The last owner/occupant, Thomas Hood, understood the value of the property as a cultural asset for the community and bequeathed it to a private non-profit organization, Goodwood Museum & Gardens, Inc., upon his death in the late 1980s. The covenants Hood placed upon the property required that it be restored to its 1920s appearance and shared with visitors as a museum.

Today, Goodwood Museum & Gardens is one of the top ten destinations in Tallahassee according to Trip Advisor and the *2016 Official Visitor Guide* published by Visit Tallahassee. Lauren Pace, Director of Marketing for Visit Tallahassee stated, "The success of our efforts to grow economic development through tourism is dependent upon a healthy and supportive local tourism industry, especially with regard to the more visible cultural attractions. Goodwood Museum and Gardens is one of the leading members in our industry." Pace's assertion is demonstrated by the fact that in 2015, tourists from 20 countries and 36 states visited Goodwood.

A key reason for Goodwood's success not only as a visitor destination, but also as a community gathering spot is the property's historic feel and unique sense of place. The property hosts a wide variety of public and private events that bring more than 20,000 people to the site each year. Last year, this included conferences and corporate training, theatrical and musical productions, 56 weddings, more than 50 non-profit events, and educational and interpretive programming. The property's beauty and heritage are a significant factor in its popularity as a venue for local, regional, and national audiences.

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Moreover, Goodwood's spacious 16-acre heirloom gardens and grounds are free to the public, providing access to greenspace for residents of adjacent neighborhoods, as well as a peaceful sanctuary for the patients and staff at neighboring Tallahassee Memorial Hospital and Tallahassee Community College's Ghadzvini Center for Health Care Education.

The current project entails the restoration of the exterior and rehabilitation of the interior of Goodwood's Rough House. Preserving the Rough House's façade is essential because the building's historical accuracy complements visitors' experience in understanding how Goodwood looked and the manner in which it was utilized by its owners. The structure is prominently located near the entrance and its appearance impacts visitors' initial impressions of the site. Since 1998, the building has served as a café on the museum grounds. The café offers a unique dining experience in a historical building situated in a park-like setting. This contributes to Goodwood's appeal as one of Tallahassee's most popular historic attractions.

In 2014, the restaurant proprietor brought to the attention of the Goodwood Board of Directors the fact that much-needed repair and structural limitations were impairing the function of this critical visitor amenity. In addition, the Board recognized the dire state of deterioration clearly visible in the structure's façade and interior. In response to these pressing needs, the Board embarked on the Rough House project to preserve this beloved cultural destination and also improve the facility's ability to attract and serve the public.

In 2015, the Rough House project was awarded funding from the Florida Division of Historical Resources. The project ranked 8th out of 71 projects across the state of Florida, a clear indication of the importance of this historical resource. Among the project's advocates were Florida Senator Bill Montford and Florida Representative Michelle Rehwinkel Vasilinda, the Florida Trust for Historic Preservation, and the Tallahassee Trust for Historic Preservation. In addition, individual community members have provided substantial support for the Rough House project in their donations of more than \$60,000 in cash and \$10,000 in in-kind services. The Board recognized that the \$50,000 grant and the match raised from private donations would provide a solid base to begin the project, but would not be sufficient to address all of the building's needs.

A significant in-kind contribution to match the state grant provided for a conditions assessment of the Rough House and architectural and engineering planning, charting a clear course of action for restoration and rehabilitation. In addition, the Board has convened a task force comprised of restaurant and catering professionals in the community (*see Section III A. "Facility" and Attachment C "Project Team" for more details*).

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The task force is charged with identifying how a restaurant at Goodwood can best fill needs in our community, as well as what equipment and operational practices will optimize the café's functioning as both a visitor amenity and a potential revenue stream for the non-profit museum.

As a result of this comprehensive planning, Goodwood's Board of Directors has developed an overall scope for the \$200,000 Rough House project. The scope, described in more detail in Section III A., includes:

- Front and rear porches
- Water collection and drainage
- Exterior walls
- Windows
- Handicapped accessible restrooms and parking
- Electrical upgrades
- Mechanical upgrades
- Interior space modification
- Kitchen build-out
- Finishes

At this time, \$100,000 is in hand to begin the project, the task force of restaurant professionals has been convened, all architecture and engineering documents are complete, construction is out for bid, and the café has been closed in anticipation of construction. In short, the project is completely shovel ready. The only impediment to Goodwood completing the Rough House project is funding to carry out all elements identified in the planning documents and by the restaurant task force.

The consequences of not receiving additional funding to complete the project in the near future are substantial. A property listed in the National Register of Historic Places will continue to deteriorate. Additional deterioration, costs associated with pausing and restarting construction, and inflation could combine to substantially increase the project budget. In addition, there is a hidden cost of staff time that would be needed to raise additional funding for the project, which --given Goodwood's small staff size and complex operations --impacts everything from the level of public programming Goodwood can offer to the necessary reallocation of funding from other museum facilities. Finally, until sufficient funding can be raised, the museum will lack the important visitor support function provided by a food service establishment, a community need underscored by the number of inquiries about the reopening of the café that have been received daily since the café's closure.

The opportunities are clear in addressing community and state needs through the exterior restoration and interior rehabilitation of the Rough House. COCA funding will allow for the completion of the entire project, reversing deterioration so that Rough House will shine as a prominent feature in the 1920s cultural landscape of an important Florida landmark. This will enhance the sense of place that draws visitors and community gatherings to Goodwood, and also will greatly improve visitor amenities at one of our community's top cultural destinations.

B) Vision (8,000 Maximum characters) (15 Points)

What is the Vision? Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

In 2015, new executive leadership at Goodwood and the presence of a strongly engaged Board of Directors led to the development of a 5 year Action Plan. This plan set the stage for rapid organizational advancement, including a re-examination of Goodwood's mission. Goodwood's new mission is:

Goodwood Museum & Gardens connects our community as a setting where we preserve and share our history, enjoy the arts, and celebrate significant events in our lives.

This mission highlights Goodwood's significance as a historic resource, its draw as a cultural destination, and its importance as a community gathering place for a wide variety of organizations, individuals, and causes. As Goodwood moves forward with this newly revitalized vision, the Board has identified the restoration/rehabilitation of the Rough House as its highest priority. The Rough House project, including the cultivation of private and public support needed to carry it out, is currently the organization's largest undertaking. The historic Rough House is a key component of the 16 acre museum, and the café that it houses is both an important amenity for visitors to the museum and has the potential to be a critical revenue generator for the museum's operations.

Preservation

Preserving the core of the Goodwood estate is central to the organization's existence. Following the transfer of ownership from the last owner/occupant to Goodwood Museum & Gardens, Inc., much restoration work was accomplished on the Main House. While a master plan for the entire site was developed, it was not fully implemented due to a lack of funds. Rough House is among the historic structures on the property in need of extensive restoration and repair.

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At present, large sections of the Rough House's stucco exterior are failing, exposing the timber framework that supports the structure. Furthermore, the original gutter system is gone and the historic porches are separating from the main building. Both these latter issues have exacerbated the deterioration of the stucco and are compromising the foundation. The seriousness of these problems have been recognized by the State of Florida Division of Historical Resources through the grant awarded to Goodwood in 2015. However, funding through this program is inadequate to address all stabilization and restoration issues. The consequences of not correcting these issues today are the further deterioration of the foundation, wall system, and porches as well as a much higher cost to appropriately restore the building in the future.

Because of its proximity to the main entrance, Rough House is a prominent feature in the intact historic cultural landscape that comprises the museum. Furthermore, its history of use as a recreational amenity during Florida's Country Estate Era is an engaging and interesting element of the story Goodwood shares with visitors. As such, restoring the exterior of the Rough House to its 1915 appearance provides Goodwood with the opportunity to fulfill the original covenant placed on the property and to advance the organization's mission.

Sustainability and Visitor Amenities

For the past 18 years, Rough House has served as a café on Goodwood's grounds. This use reflects the role of hospitality for which the building has been known for over a century. The café has been an important amenity for museum visitors as food service makes it possible for them to extend their visit rather than leaving the site to return home or dine elsewhere. The café has also helped Goodwood reach the broader Tallahassee community as residents who might not otherwise visit the site are drawn by the restaurant.

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Until December 2015, Goodwood Museum & Gardens leased the Rough House to a restaurant proprietor. Although the café was an important visitor amenity, the building's operational cost combined with its structural limitations made the café's economic feasibility challenging for both Goodwood and the proprietor. For Goodwood, the expenses associated with the building's maintenance and utilities (phone, pest control, security, water, sewage, electricity, groundskeeping, garbage and gas) were nearly equivalent to the annual rental income of \$9,000. For the proprietor, structural shortcomings in the kitchen and dining area in the historic building hampered food preparation and restricted the number of diners the establishment could serve. The Rough House kitchen functioned as a catering kitchen that required most food be prepared off site, increasing cost and limiting the restaurant's offerings. Furthermore, the layout of the interior space prohibited handicapped accessibility. The consequences of not rehabilitating the interior of the Rough House include difficulty in recruiting and maintaining restaurant tenants, a very narrow or non-existent profit margin for Goodwood Museum & Gardens and the proprietor, and limited visitor amenities and inadequate accessibility for patrons.

Goodwood Museum & Gardens recognized the opportunity to improve visitor services and enhance the museum's economic sustainability through rehabilitating the interior of the Rough House. The organization's successful application for funding from the Florida Division of Historical Resources included all architectural and engineering planning for the interior, and the Tallahassee Trust granted a Certificate of Appropriateness for the project. The organization has established a task force of well-known hospitality professionals to assist in developing a sustainable plan for operating the Rough House as a museum café. COCA Cultural Facilities funding would provide Goodwood the opportunity to complete the entire project, resulting in improved visitor amenities and accessibility and an economically feasible restaurant that would contribute significantly to the museum's overall operational sustainability. A fully renovated Rough House can command \$24,000 in annual rent and also includes the potential to expand earnings through a commission on concessions. This funding has the ability to significantly impact museum's financial position, increasing the amount Goodwood expends on important activities including facilities and maintenance, staffing, and marketing.

C) Inspire Excellence (7,000 maximum characters) (5 Points)

What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

Goodwood is a place set aside in both space and time. The beauty of its grounds and buildings together are unparalleled in Tallahassee. It is a cultural destination, an architectural treasure surrounded by heirloom plants and filled with unusual artifacts, a cherished setting where people choose to mark important milestones. A classroom without walls, a performance space with endless iterations, Goodwood is a special place of history, culture, the arts, and community.

Even before it was open to the public, Goodwood was recognized as an important landmark, one of Florida's earliest properties listed in the National Register of Historic Places. Since the site opened as a museum in 1998, it has become a popular destination for visitors seeking stories of the past as well as a place where locals assemble for work or pleasure, attend artistic performances, engage in educational programming, and celebrate significant happenings.

I have had a long association with Goodwood through the years and my appreciation of this property has increased in recent years as I have witnessed the continued community support of this local treasure. I am deeply aware of the significance that this property holds for this community. Thousands of visitors from all over the globe visit Goodwood each year and enjoy the Goodwood facilities.
Senator Bill Montford, 3rd District of Florida

Heritage tourism is a significant revenue source for the State of Florida. Goodwood is a rare property that helps to promote Tallahassee as a heritage tourism destination. While the Main House is Goodwood's grandest feature, it is the incredible collection of supporting structures that set the site apart, firing visitors' imaginations and engaging them in the region's history. The Rough House project helps preserve the historical integrity of Goodwood and provides an authentic glimpse into a previous era of Old Florida.

Preservation of the Rough House is important because its historical accuracy complements the visitor experience in understanding the manner in which Goodwood looked and how it was utilized by its owners.
Florida Division of Historical Resources Grant Award

The Rough House contributes to the property's historic significance. The proposed project would allow the Rough House to continue as an important income-producing property and historic community asset. There are few places in the South that can match the beauty and integrity of Goodwood—its history, architecture, grounds, and collections are outstanding.
Representative Michelle Rehwinkel Vasilinda

The tradition of excellence reflected in the testimonials above continues in recent awards and accolades for Goodwood:

The importance of Goodwood's historic cultural landscape was recognized through a nationally competitive historic preservation grant award in April 2016 from the National Society of the Daughters of the American Revolution.

Goodwood has won the title "Best Wedding Venue" by both Tallahassee Magazine's Best of Tallahassee and the Capital City Youth Services' Tally Awards. The site also garnered "Best Conference Venue" for Best of Tallahassee the previous year.

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In May 2016, Goodwood is being honored by the Florida Trust for Historic Preservation with Meritorious Recognition for Organizational Achievement. The Florida Trust's annual conference is being held in Tallahassee this year, and Goodwood was chosen to showcase our community's heritage by hosting the opening reception for preservation professionals and enthusiasts from throughout Florida.

None of this would have happened if generations of people in Tallahassee had not recognized Goodwood's importance and given their time, effort, and funds to help maintain the beauty and share the history that draw people here today.

Goodwood... too expensive to keep, too precious to sell!
Tom and Margaret (Hodges) Hood, last owners of Goodwood

This statement, attributed to Tom and Margaret (Hodges) Hood, accurately reflects the challenge of maintaining a large historic property while acknowledging the value of doing so. They understood Goodwood's importance, and worked with the State of Florida to place the property in the National Register of Historic Places. Before them, Margaret's first husband, Senator Hodges, had also understood Goodwood's community value, and had expressed interest in donating it to Florida Women's College (FSU's predecessor) as far back as the 1930s. After Margaret's death in the 1980s, Tom Hood welcomed volunteers who approached him with their desire to restore the heirloom gardens on Goodwood's grounds. The legacy of volunteers at Goodwood is strong, and a number of today's garden volunteers trace their involvement to that time. Upon his own death, Tom gave the property to a non-profit organization to become a museum that people from around the block or around the world could visit. His vision of the role Goodwood could play in our community continues to inspire excellence and dedication among the many individuals and organizations that support Goodwood today.

III. Facility

A) Process/Design & Planning (9,000 maximum characters) (15 Points)

Include:

- Process/Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

Project Scope

Goodwood Museum and Gardens, Inc., is seeking \$100,000 through a COCA Cultural Facilities Grant for the exterior restoration and interior rehabilitation of the Rough House. The historic building, originally constructed in 1915 by the property's fourth owner, is 930 square feet (the building also includes an additional basement room measuring 200 square feet, as well as two open porches). Originally used as a bathhouse for the adjacent pool, the building has been in service as a museum café since 1998.

The Rough House project entails stabilization of the historic structure, restoration of the building's exterior to its 1915 appearance, and interior rehabilitation of the dining, kitchen, and restroom areas. The project includes:

- Front Porch
 - Structural repair
 - Replacement of roof and flashing
- Water Collection and Drainage
 - Replacement of copper gutters and downspouts
 - Installation of underground drainage system
 - Waterproofing
 - Rain garden installation
- Exterior Walls
 - Stucco restoration
 - Framing repair
 - Insulation and waterproofing
- Windows
 - Window frame repair or replacement
 - Shutter and screen repair or replacement
- Rear Porch
 - Structural repair
 - Roof replacement
- Handicapped Accessibility
 - Accessible restroom renovations
 - Accessible parking space
 - Accessible route to building
- Electrical Upgrades
- Mechanical Upgrades
 - Installation of new HVAC system
 - Plumbing upgrades
- Interior Space Modification
- Kitchen Build-out
 - Plumbing fixtures, cooking and refrigeration equipment
- Finishes
 - Exterior and interior painting
 - Floor refinishing

The project is funded, in part, through a grant from the Florida Division of Historical Resources. The scope of work above, developed in the conditions assessment and conceptual design phase, cannot be completed with the existing \$100,000 from the Division of Historical Resources and matching private donations. Funds from the COCA Cultural Facilities Grant will give Goodwood the opportunity to complete the entire scope of work listed above in a timely fashion.

Process and Progress

In July 2015, Goodwood Museum and Gardens, Inc., was awarded \$50,000 in state funding through the Florida Division of Historical Resources. In turn, this was matched by \$10,000 in in-kind architectural services from Barnett Fronczak Barlowe Architects (BFBA) and over \$60,000 in private donations.

In fall of 2015, BFBA completed a conditions assessment in order to determine the structural needs of the building. This was used to develop conceptual plans for the structure. Both the Tallahassee Trust for Historic Preservation and the Florida Division of Historical Resources approved conceptual plans in November 2015. The Tallahassee Trust issued a Certificate of Appropriateness for the project.

Over the last few months, BFBA has finalized construction documents and prepared the project for bid. Six contractors who have experience with BFBA or Goodwood were invited to bid on the project in April, and the architect hosted two pre-bid meetings in mid-April to familiarize potential bidders with the project. Bidding closed on April 28. At the time of writing the current proposal, a review of bids has been scheduled for the first week of May. Following this process, the architect will assist Goodwood's Board of Directors in finalizing a construction contract for the project. (Construction documents and bid specifications are included in this proposal as "Supporting Materials.")

As part of the planning process, Goodwood has convened a task force of restaurant professionals to advise on the structural and equipment needs of a café, the framework of partnership between Goodwood and a café proprietor, and the process by which that proprietor/tenant will be chosen. (For more details on the task force, see "Project Team," below and Attachment C "Project Team").

Construction will begin by June 15 on the scope of work approved by the Florida Division of Historical Resources. This initial work, funded by private donations and the Florida Division of Historical Resources, will be complete in mid-summer. The \$90,000 budget will accomplish all handicapped accessibility items, porch and roof restoration, a portion of the stucco and window restoration, interior space reallocation, general requirements, and a portion of the mechanical and electrical upgrades. Work funded by the COCA Cultural Facilities Grant, some private donations, and Goodwood, will occur between August 1 and December 31, 2016. This \$120,000 budget includes the remaining stucco and window restoration, remaining mechanical and electrical upgrades, interior finishes, kitchen build-out, and required project contingency funds. All work will be complete and the restaurant will be ready to support a partner proprietor in January 2017.

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Environmental Sustainability

Historic preservation long has been recognized as environmentally sustainable as it is essentially the practice of recycling buildings. Many historic buildings are inherently “green” in their materials and construction because they are constructed to survive and provide comfortable living space in specific climatic environments. Rough House has survived for over 100 years, and its high ceilings, the arrangement of door and window openings, and its original gutter system all were built to handle the hot, humid Florida climate. In addition to reusing as many existing materials as possible, the Rough House project includes augmentation of insulation to improve energy efficiency, installation of energy/water efficient equipment in the kitchen and bathrooms, and the addition of a rain garden on the historic cultural landscape to help manage drainage in an environmentally sustainable manner.

Project Team

(see attachment 4C for description of project roles and experience)

Project Coordinators—Jennifer L. Humayun and Nancy I.M. Morgan, Ph.D.
Co-Executive Directors, Goodwood Museum and Gardens

Architect of Record—Rick Barnett
Principal, Barnett Fronczak Barlowe Architects

Preservation Advisors—Frederick Gaske and Philip Wisley

Task Force of Restaurant and Catering Professionals—Matthew Thompson (Madison Social), Caroline Brewster (professional realtor and formerly with Chez Pierre), Ashley Chaney (Andrews Catering), Paula Kendrick (Department of Agriculture Chef and former operator of Goodwood’s café), Amanda Morrison (Social Catering)

Project Timeline

Tasks	Apr.-May	June-July	Aug.-Sept.	Oct.-Nov.	Dec.-Jan. 2016
1. Receive bids	X				
2. Select contractor	X				
3. Construction begins (DHR scope)		X			
4. Construction continues (COCA scope)			X		
5. Proprietor RFP issued			X		
6. Construction completed					X
7. Café reopens					X

B) Quality (5,000 maximum characters) (15 Points)

Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

Ensuring quality and longevity is a top priority in planning and construction for Goodwood's Rough House. The building was soundly constructed over a century ago, and with the current investment into its restoration and rehabilitation, it will be well-positioned to stand as a testament to the region's history for generations to come. The newly restored building will present far fewer challenges than that of the structure in its current, deteriorating state. Furthermore, the income generated with fair market rental and potential commission on concessions will help supplement the existing maintenance budget to ensure long-term stewardship of the property.

The historical significance of the property, along with the fact that the project includes grant funding through the Florida Division of Historical Resources, means that all treatment must be accomplished under the United States Secretary of the Interior's Standards for the Treatment of Historic Properties (Secretary's Standards). The Secretary's Standards were developed by the National Park Service after the passage of the National Historic Preservation Act. They are "common sense historic preservation principles in non-technical language," and their purpose is to "promote historic preservation best practices that will help to protect our nation's irreplaceable cultural resources" (Secretary of the Interior's Standards for Treatment of Historic Properties, Technical Preservation Services, www.nps.gov/tps/standards/htm, accessed 21 April 2016).

Exterior work planned for the Rough House is considered "restoration" under the Secretary's Standards as it is intended to repair all damage and return the appearance of the structure to the way it looked shortly after construction in 1915. The covenant established by final owner/occupant, Tom Hood, in his donation of the property to the non-profit organization requires that the exterior of the buildings be maintained as they would have looked in the early 1920s, just before Fanny Tiers sold the property to Senator William and Margaret Hodges. When possible, existing elements are repaired rather than replaced in order to maintain the historic integrity of the original structure. When replacement of elements is necessary, that replacement is done in-kind with materials that match those used when the building was initially constructed.

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As the building has lasted more than a century, repairing and replacing in-kind help to ensure that the building is using time-tested materials that will contribute to the building's long-term survival.

Interior work planned for the Rough House is considered "rehabilitation" under the Secretary's Standards. "Rehabilitation" refers to preparing the property for a use different than that intended upon its initial construction while preserving features that convey its historical, cultural, and architectural value. Rehabilitation of the Rough House's interior includes modifications for handicapped accessibility and more efficient space allocation, as well as mechanical and electrical upgrades that will enhance the property's ability to function as a café. Making necessary changes within the guidelines provided by the Secretary's Standards, ensures that the property's historic significance and sense of place are not diminished.

As mentioned in the previous section, the Rough House project is also environmentally sustainable. Preserving a historic building built to maximize energy efficiency in Florida's climate, and augmenting it with insulation, energy efficient systems, and a rain garden all contribute to long-term sustainability.

Goodwood's goals are to appropriately restore an important landmark building that helps share North Florida's history, and to make the property environmentally sustainable while providing an economic tool for financial stability of the museum's operations over the long-term. The careful consideration put into planning and materials for the Rough House project ensures that these goals will be met.

IV. Management & Budget

A) Operational Readiness (4,500 maximum characters) (10 Points)

Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

The Goodwood Board of Directors has identified the Rough House project as a top priority in 2016, and NOW is the optimum time to undertake the project in its entirety. The project is shovel ready with planning complete and construction bids under review, a highly qualified planning team to manage implementation, and all matching funds in place. Funding through the COCA Cultural Facilities Grant is critical in enabling Goodwood to restore the Rough House and open to visitors in early 2017.

Planning—Barnett Fronczak Barlowe Architects assessed the building's condition, developed conceptual plans for restoration and rehabilitation, and has now completed final construction documents. The architectural plans have been approved by the Goodwood Board of Directors, the Florida Division of Historical Resources, and the Tallahassee Trust. In addition, the task force of restaurant and catering professionals has been convened and provided necessary input on the interior rehabilitation and the process of selecting a restaurant proprietor to work in partnership with Goodwood.

Funding—Goodwood was awarded a \$50,000 Small Matching Grant through the Florida Division of Historical Resources in July 2015. In addition, Goodwood raised over \$60,000 in private donations. A special fundraising event for the project was held in September 2015 that exceeded our financial goals and generated donations from new supporters.

(Continued on page 20.)

Required Attachments –Upload each of the required documents in separate folder marked “Attachments”:

- a) Minutes from the organization’s board meeting** authorizing the project for which applicant is applying. (500 char. Response +1MB upload)
- b) Board of Directors, including officers** (+1MB upload)
- c) Project Team, including key staff** involved with project (+1MB upload)
- d) Form A, Five (5)-year Operating Forecast**
- e) Form B, Project Readiness**

B) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled “Attachments” :

- a. Form C: Certification from Professionals** – Architect, Engineer and Contractor – **IF** no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
 - b. Form D: Project Budget – Summary** (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
 - c. Form E: Matching Funds & Matching Funds documentation** - \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
 - d. Audit and Form 990** - from most recently completed fiscal year
 - e. Financial Statements-** Current year-to-date (if audit is more than 1 year old) -- both Balance Sheet and Statement of Income & Expenses from same reporting date.
- **NOTE:** A report will be provided to panel that confirms match & backup documentation.

Bids and Contracting—Six contractors with extensive knowledge of Goodwood and historic preservation projects were invited to bid in a process managed by the Architect of Record and approved by the Florida Division of Historical Resources. Two pre-bid meetings were held on site to familiarize contractors with the project, and two contractors chose to submit documentation by the April 28th deadline. At the time of writing, the bids are under review. Once a bid is accepted by the Board of Directors, the Architect of Record will oversee development of a construction contract and construction will mobilize by June 15, 2016.

Construction—Goodwood is ready to begin construction immediately upon selection of a contractor. Anticipated start date is June 15, 2016. Items under the Florida Division of Historical Resources scope of work will be complete in mid-summer. Items under the COCA scope of work would begin August 1, 2016 and be complete by year end.

Immediacy—If funding is granted through the COCA Cultural Facilities grant, all work on the Rough House project will be accomplished in one phase beginning in summer 2016 and ending with a move-in ready facility by December 31, 2016. Conversely, without COCA funding, the project will have to be phased while funding to complete the project is being raised. This would result in further deterioration of the building, increased cost because of deterioration and the expense of remobilizing the construction crew, staff time reallocation from critical museum functions to fundraising, a delay in important revenue generation from the facility, and a continued lack of important visitor amenities on site. Furthermore, as a private non-profit, Goodwood receives no regular operational funding through public agencies, and there are few public grants available to significantly fund the Rough House project. As such, additional funding would need to be raised from private donations from a generous but finite pool of supporters.

B) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

As a 16-acre museum with numerous historic buildings on the property, Goodwood is well-positioned to oversee the care and maintenance for the Rough House once the restoration and rehabilitation project is complete. Regular maintenance of the newly renovated Rough House is paramount to ensure longevity, and likely will provide fewer challenges than the building in its pre-renovated state. Furthermore, because the building will generate income for Goodwood, the organization has the opportunity to regularly supplement our current building maintenance fund, thereby positively impacting care and stewardship of the entire site.

Maintenance Plan

Building maintenance can be divided into monthly, quarterly/semi-annual, and annual tasks, described below.

- **Monthly Maintenance**—Interior cleaning, roof and gutter cleaning, pest control service, filter change for HVAC system. As part of Goodwood's lease agreement, the restaurant partner will be required to provide regular cleaning and pest control service at their expense. Goodwood will maintain the building and the grounds.
- **Quarterly/Semi-annual Maintenance**—Service HVAC and major kitchen equipment, deep clean of entire interior.
- **Annual Maintenance**—Pressure wash exterior, clean-out run-off drains and grease trap, inspection of fire extinguishers and fire/security monitoring system, inspect surrounding tree canopy and prune to ensure no growth is impacting buildings, basic plumbing and electrical work.
- **Longer-term Considerations**—The building will need to be repainted approximately every 5 years. Roof repair or replacement may be necessary in 15 years.

Funding

Goodwood's annual budget has three line items dedicated to the care and maintenance of the property's 20 historic structures and 16 acres of gardens and grounds: General Maintenance, Grounds Maintenance, and Facilities Improvements (see IV B e, "Financial Statements"). The first two categories cover monthly, quarterly, and annual tasks, while the Facilities Improvements fund is dedicated to larger projects such as those described above as "Longer-term Considerations." Now and in the future, the Rough House will continue to fall under these care and stewardship categories.

Based on information from the task force, a move-in ready kitchen will command approximately \$22 per square foot in rental value. An unfinished space without basic equipment would bring in 50% less rental income to the property and would be less likely to attract a proprietor. Upon completion of the project in its entirety, annual rent of \$24,000 for the property with a fully built-out kitchen facility is projected. Of this amount, \$4,000 will be dedicated to the maintenance tasks above and \$3,000 to the Facilities Improvements fund in order to remain prepared for costly projects such as painting, roofing, and repair or replacement of HVAC and other major systems.

Care & Stewardship Required Attachments– *Upload each of the required documents in separate folder marked “Attachments”:*

- ***Long-range or strategic plan*** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- ***Proof of Ownership, Lease and/or sublease*** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- ***Support Materials (photos, tables, studies, statistics, and documents) (Optional):3MB upload maximum***

CULTURAL FACILITIES MATCHING GRANT APPLICATION

FY16



Administered on behalf of Leon County



I. Application Details

Name of Government Entity or Nonprofit

Organization

LeMoyne Center for the Visual Arts

Address

125 North Gadsden Street

City, State Zip Code

Tallahassee, Florida 32301

Project Contact Person

Ann Kozeliski

Title/Position

Executive Director

Phone Number

850-222-8800

Fax Number

Email Address

director@lemoyne.org

Organization Website URL

www.lemoyne.org

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes

No

Organization Incorporation Date:

11/13/63

Number of years of continuous operation service to Leon County:

52

Federal ID #

596166275

Project Title

Repairs to the Exterior of th

Location of Project (Must be in Leon County)

125 North Gadsden Street, Tallahassee, Florida 32301

Project Purpose (Check One):

Acquisitions

New Constructions

Renovation

Equipping

Description of Project (5,000 Maximum characters):

The purpose of this project is to complete the repairs to the exterior of the historic Meginniss-Munroe House, which the LeMoyne Center for the Visual Arts has owned since 1965.

In 2014, LeMoyne was the recipient of a Florida Division of Historical Resources Small Matching Grant, which was used to repair the west and south exterior sides of the house. In 2015, LeMoyne received another Small Matching Grant from the same organization. This grant is being used to fund the repairs to the majority of the windows in the building. This project is currently underway. Both grants required a 1:1 match on the part of LeMoyne.

For this particular COCA grant, LeMoyne would like to use a portion of the grant to recoup some of our out-of-pocket costs for the work currently being performed as well as expand the scope of the project to complete the repairs of the windows, repair the remaining faces of the building (the north and east sides), and paint the exterior stair on the north side of the house. Because the work is confined to the exterior of the building, the project will not impact LeMoyne's day-to-day operations. The building will remain open to the public throughout the construction phase of the project.

This project is "shovel-ready" in that plans have already been prepared by a local architectural firm, MLD Architects, and a construction manager, OliverSperry, is already under contract. OliverSperry was selected through a competitive bidding and procurement process.

If LeMoyne gets the full amount requested from COCA (\$100,000), MLD Architects will prepare a change order to our existing contract with OliverSperry so that the scope of the current project can be amended to add the additional work.

If the full amount of the grant is received from COCA, LeMoyne will be able to complete the repairs to the exterior of the Meginniss-Munroe House. This work would significantly improve the exterior appearance of the structure as well as increase its longevity. Through the use of quality materials and execution, LeMoyne anticipates that the exterior of the building will require minimal maintenance over the next 10 years.

The Meginniss-Munroe House currently houses the gallery, gift shop, and administrative offices for LeMoyne, which serves as the premier institution for the visual arts in the Tallahassee region. The building is historic in that it served as a hospital during the Civil War and is part of the Park Avenue Historic District, recognized by the Department of the Interior's National Register of Historic Places in 1979. Being on the Historic Registrar means that all work to the exterior of a building must comply with the Secretary of the Interior's "Standards for the Treatment of Historic Properties Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

As one of the beloved antebellum buildings still standing in downtown Tallahassee and having stood the test of time for over 160 years, the Meginniss-Munroe House deserves this "facelift". LeMoyne is prepared to support this project financially and has the unanimous support of its board of directors and its staff.

Project Start Date: 04/25/16

Project End Date: 10/31/16

Amount Requested: \$100,000.00

Total Project Budget: \$200,000.00

Historical Significance (If applicable)

A. Age of the Building

1853 (year built)

B. Is the building subject to historical preservation requirements?

YES

NO

Ownership/Lease

A. Who owns the building?

LeMoyne Center for the Visual Arts

B. Who owns the land?

LeMoyne Center for the Visual Arts

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?)

N/A

II. Narrative Questions

A) Need (8,000 Maximum characters) (20 Points)

Why is the project important **to your community** and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

The LeMoyne Center for the Visual Arts serves as the premier institution serving the visual arts and artists in the Tallahassee region. Our mission is to "promote and advance education, interest, and participation in the contemporary visual arts."

Towards that end, LeMoyne produces 10 month-long exhibits a year featuring the works of local, Florida, nationally, and internationally known artists. Each exhibits opens on the first Friday of the month where upwards of 500 people attend a party and kickoff the month-long show. In 2015 alone, nearly 6,000 people toured the gallery during the course of the year to view these exhibits.

Its programs for children include camps throughout the summer and as well as during the spring and winter breaks. We also teach children's weekly classes during the school year. LeMoyne's education program hosts adult studio art classes throughout the year in a variety of media from glass to painting to ceramics.

LeMoyne is also the host of the annual Chain of Parks Arts Festival, the premier visual arts festival in the City of Tallahassee. With 150 artists participating from around the country, it is held each year in the nearby downtown Chain of Parks on the third weekend in April. In 2016, it was estimated that over 100,000 people came to enjoy the event, which also included musical performances, a children's village, as well as an area where artists' demonstrated how they create their art. Sunshine Artist magazine ranks the festival as one of the top 100 fine arts festivals in the country, a ranking based on assessments by the participating artists, not the general public.

The LeMoyne Center for the Visual Arts is located in the beautiful Park Avenue Historic District of Tallahassee. The building was constructed in 1853 and has stood the test of time. Neighboring historic homes house law offices, lobbying firms, and other non-profit organizations.

Like many of these sentinels of our past, the buildings are starting to show their age and the Meginniss-Munroe House is no different. Time and weather have taken their toll on this historic structure.

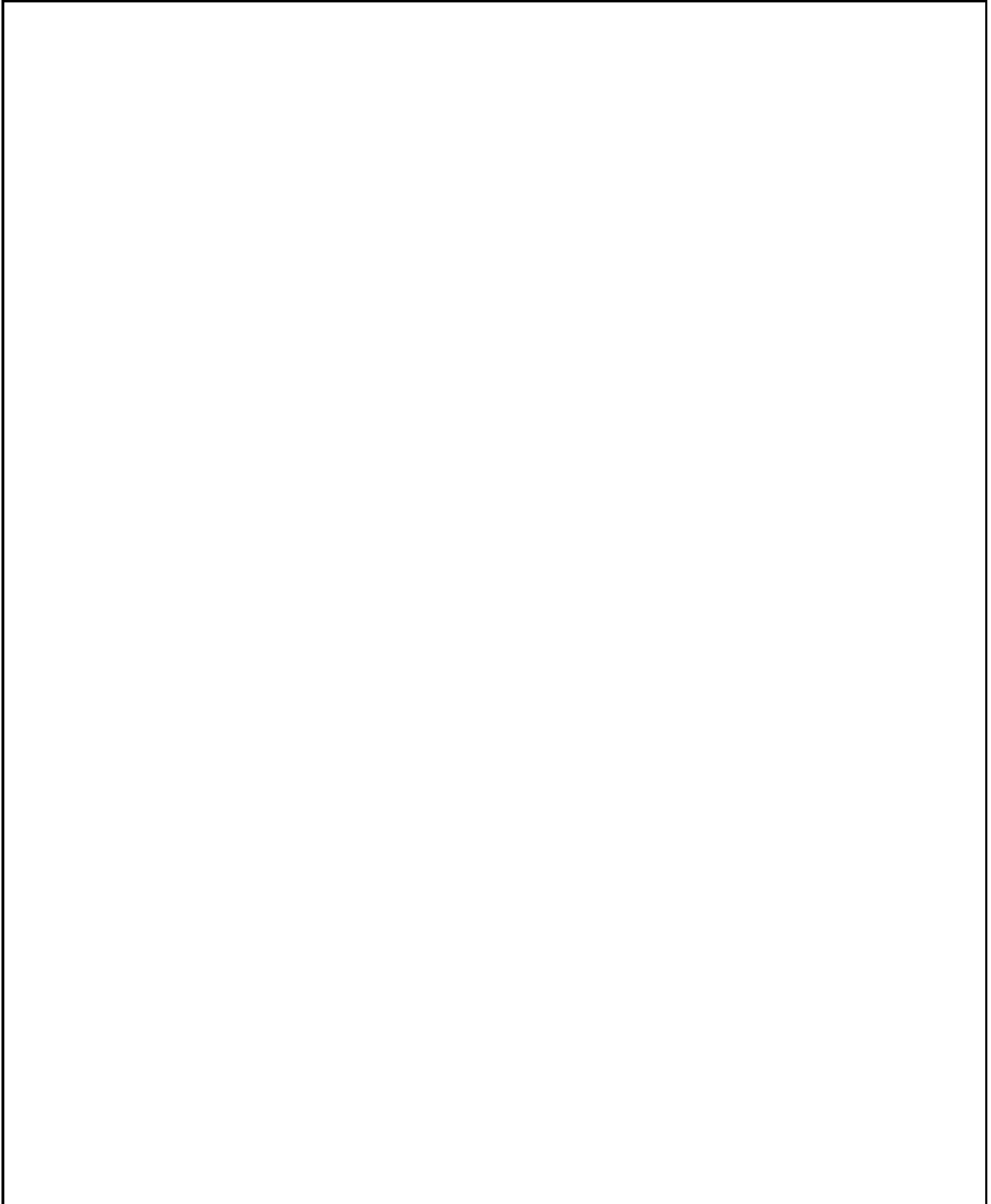
Some years ago, the house was placed on the National Historic Registry, an effort that acknowledges the historic significance of the building, but that designation comes with specific caveats as to what can and can't be done to ensure its preservation.

These restrictions come at a high price because of the uniqueness of the type of work that needs to be done. Very few artisans are trained and certified to do the restoration work required on these buildings. For example, buildings on the historic registry must maintain their facades in a historically accurate manner. The windows on the Meginniss-Munroe House are wood and must be refurbished, reglazed, and rehung individually. They cannot be replaced with generic windows bought at a building supply store.

Tallahassee continues to grow and more and more people are drawn to our beautiful city. They are impressed with our canopy roads, our magnificent oaks draped in Spanish moss, and our southern charm. Part of that charm is our downtown historic district and its historic buildings.

If LeMoyne is to maintain its building and its place in the Park Avenue district, we need to maintain our property in a way that supports such an important part of our community. As a 501c3 non-profit organization, LeMoyne relies on the financial support of our members and our community as well as through grants to meet the requirements set by the historic registry.

With the repairs to the exterior of the Meginniss-Munroe House, LeMoyne will have completed a multi-year project to bring it back to its former glory. Its restored appearance will reflect the love and care that we feel for this historic structure and people will recognize our commitment to maintaining our collective heritage.



B) Vision (8,000 Maximum characters) (15 Points)

What is the Vision? Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

"Our mission is to promote and advance education, interest and participation in the contemporary visual arts."

The LeMoyne Center for the Visual Arts' vision for this project is to repair and protect the Meginniss-Munroe House so that future visitors will continue to enjoy their experience when they visit one of the numerous exhibits and events that are held in the building. It is also hoped that these visitors take their positive memories of that experience and share them with others who may planning to come to our beautiful city and want to visit LeMoyne.

First impressions are everything. Entering the door of a building that is well presented and cared for sets the stage for the rest of the experience. The Meginniss-Munroe House contains the main gallery, gift shop, and administrative offices for the LeMoyne Center for the Visual Arts. Built in 1853, the building is showing the effects of its age and the hot, humid climate. It is a wood frame structure, clad in wood siding. Even under the best of conditions, wood is constantly subject to rot, mildew, and boring insects. Buildings of this construction type must have visual inspections and repairs done in a timely manner to prevent a minor condition from progressing to a more serious problem.

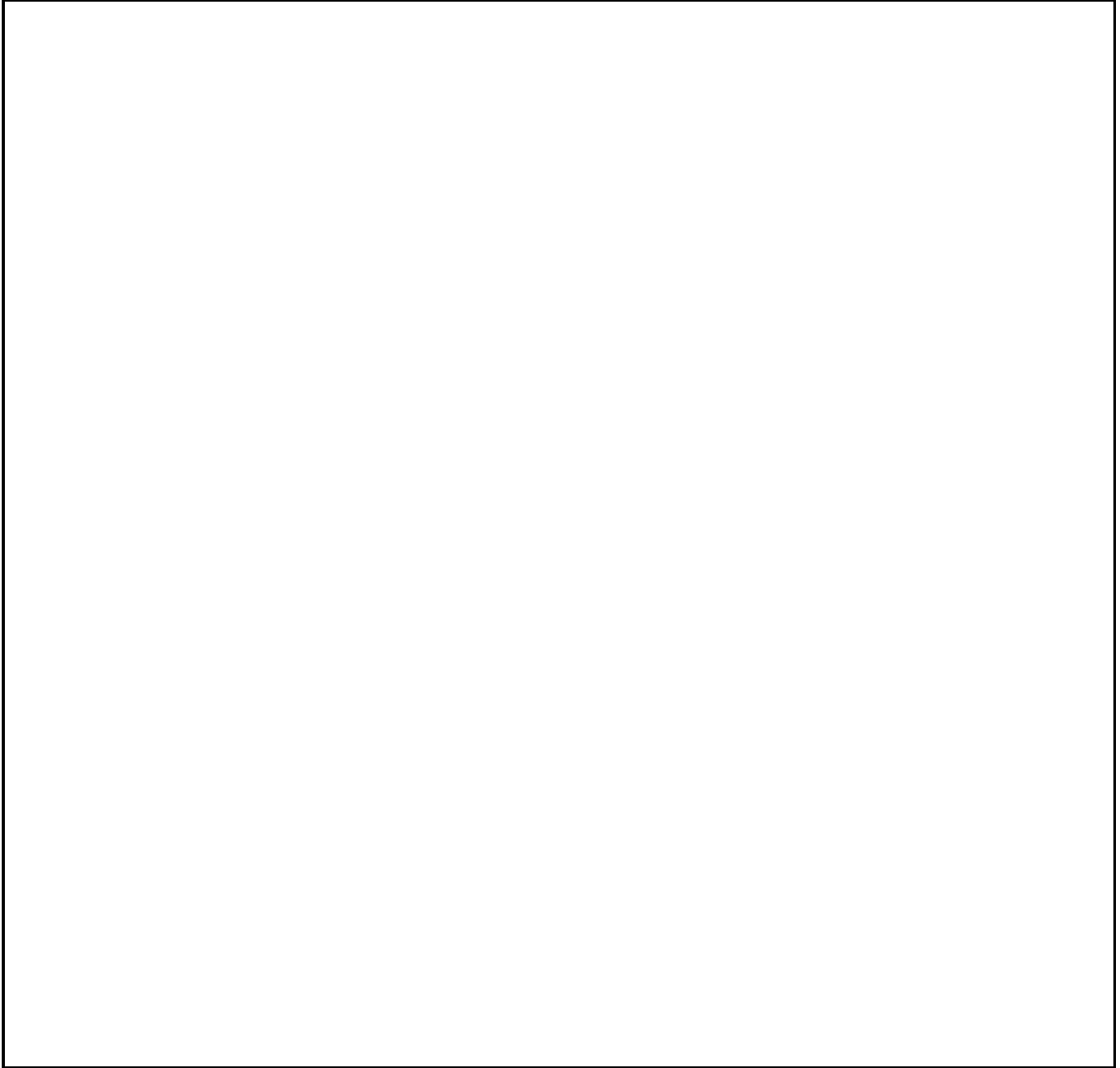
LeMoyne has a Facilities Committee that has taken on the task of monitoring and assessing all of the buildings and grounds in its portfolio. The committee prioritizes the work and repairs and presents these findings to the Board on a regular basis. Much of the work is undertaken by volunteers on a daily basis, such as painting of the interiors and maintaining the landscaping. When projects are not capable of being done by volunteers, such as trimming the large trees on the property, we solicit in-kind donations from vendors who have supported LeMoyne in the past. When the projects such as the one envisioned under this grant request are undertaken, we require the expertise of paid consultants and contractors to perform the work. Whenever possible, we look to the local community and hire locally available talent, keeping as much of the project dollars as possible local, benefiting the immediate community.

Physically, if LeMoyne does not make the repairs that we are requesting funds for, the building will fall into irretrievable repair and the city of Tallahassee runs the risk of losing another one of its historic buildings that are part of the draw for tourists as well as locals to visit and enjoy. From LeMoyne's perspective, we want to continue to provide proper stewardship of the building and respect its heritage and its place in the history of the community.

The historic district of Tallahassee is a jewel in the heart of the city, and the McGinniss-Munroe house is an integral part of it. With tourism on the rise and the ranking of Tallahassee going up, this community is considered one of the top locations in the country to live and raise a family. Areas like the Park Avenue historic district are a valuable part of the draw.

Improved, restored, and well-kept properties also increase surrounding property values, make the area a desirable location to live, work, and play. They bring attention to the urban core and pull people downtown to frequent the restaurants, venues, and events.

In the long run, the property improvements to the McGinniss-Munroe House will increase interest from our members, hopefully raise participation in our events and classes, and bring LeMoyne more attention from outsiders as well as support for sponsorships.



C) Inspire Excellence (7,000 maximum characters) (5 Points)

What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

The LeMoyne Center for the Visual Arts has been an integral part of Tallahassee's cultural landscape since 1963, when it was founded. LeMoyne is dedicated to providing this community and the surrounding areas with rich cultural opportunities to increase awareness of and interest in the visual arts.

For over 52 years, LeMoyne has provided an opportunity for the community to experience the art of outstanding local, regional, and national artists year-round. Our four beautiful galleries showcase 10 exhibitions annually, including our much awaited Holiday Show, which has been the anticipated event of four generations of families since its inception. 100 artists are invited to participate, producing works from less than \$25 to a single master work. The artists get to show the full range of their skills while providing buyers the opportunity to buy one-of-a-kind artwork, as opposed to one-of-a-million. The show provides young as well as old collectors the opportunity to purchase original art at affordable prices.

LeMoyne encourages and nurtures emerging artists through our Emerging Artists Exhibit. Every year we embrace new talent and provide them an opportunity to put their work before the public, anticipate the excitement of showcasing their talents, and experience a response from the audience. This exposure to the art world is invaluable to the new artist. The artists are mentored on how to display their work, taught how to price their work, and also how to speak and work with the public through our gallery talks series.

Our Art Camps have served as a springboard for hundreds of young artists of all levels. Summer Camp alone provides an opportunity for upwards of 400 children yearly, ages 6 through 16. Instructors at LeMoyne camps prepare lesson plans that chart the course of the bi-weekly theme-oriented camps. Each year carefully selected themes are chosen to educate and expand the imaginations and skills of the students.

Education continues at the adult level, inspiring the exploration of hidden talents and encouraging the muse in everyone to come out and play. Classes run the gamut from beginner through expert with many media and interests supported.

National and international artists are invited to join us at the LeMoyne Chain of Parks Art Festival. In 2016, in its 16th year, more than 250 artists applied but only 150 are selected to participate. A panel of judges reviewed the entries, selecting the best of the best. This year alone almost 100,000 people came to enjoy and be inspired by the talent placed before them in the beautiful downtown Chain of Parks on Park Avenue. The children's area, The Village, gave hands-on experience for hundreds of young artists, exploring for the first time a mix of media that is hoped will further spark their imaginations.

Through this abundance of history, new history is being made. National and international artists are invited to conduct workshops, drawing students from further afield anxious to learn from the best. LeMoyné is establishing itself as the best pottery studio in the area, providing opportunities for students to learn unique and obscure firing techniques. Having already brought in an internationally known Japanese tile master, plans are in the works for a workshop with an artist from Denmark to come in the fall and conduct a ceramic workshop. Students from Florida State University High School have had several collaborative workshops here with their instructor and LeMoyné's potter-in-residence.

LeMoyné's executive director has established a connection with artists in Tianjin, China with exchanges discussed and collaborations formulating. Developing cultural exchanges with the local Asian Coalition that has resulted in educational events such as the annual Spring Rain Tea Ceremony, currently celebrating its fifth season.

Between its exhibitions, its educational component, and its outreach elements, LeMoyné is recognized as the premier visual arts center in Tallahassee and in the region. It will continue to grow in its efforts to expand its reach and be a resource of excellence to more students, artists, and teachers.

III. Facility

A) Process/Design & Planning (9,000 maximum characters) (15 Points)

Include:

- Process/Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

Process/Design Planning

LeMoyné worked with the Tallahassee architectural firm of MLD Architects on the repairs of the exterior of the Meginniss-Munroe House through both the 2014-2015 and 2015-2016 Small Matching Grants, which we received from the Florida Division of Historical Resources. Both grants were for \$50,000 each with 1:1 matching funds provided by LeMoyné. The Facilities Committee, specifically Stan Chapman, has overseen the administration of these 2 grants from the State.

MLD prepared the drawings and specifications for the repair work on the building on both grant projects. Their services include assessment of the existing conditions, recommendations for repairs and improvements, design and documentation of the proposed work, bidding, and construction administration. The assessment examined all of the exterior conditions of the building from the roof to the foundation. MLD made recommendations for restoring the exterior skin of the structure, which includes the windows and the painted wood siding.

For this project, bids were solicited from 4 qualified local construction managers, with the award going to OliverSperry Renovation & Commercial Construction, who successfully completed the work on the restoration project for the 2014-2015 grant. Their bid included several additive alternates that LeMoyné was not able to take because the amounts exceeded the funds available at the time. Currently, OliverSperry is under contract to restore only a portion of the windows in the building. If LeMoyné receives this grant, we will amend OliverSperry's contract to expand the scope of work to include the alternates we were not able to take at the time of award. The completed project would include the repairs of all of the windows in the house, removal and mitigation of the lead paint on the north and east faces of the building, the painting of the siding on those 2 faces, painting of the exterior stair, and other miscellaneous work associated with the repairs.

This project will rectify long-standing issues with respect to the integrity of the exterior skin of the Meginniss-Munroe House as well as its appearance. Being a wood frame building over 150 years old, it has been subject to the hazards of living in North Florida. This includes the vagaries of local environmental conditions (a hot and humid summer climate and boring insects).

The windows leak due to gaps between the glazing and the frame due to the shrinkage of wood over time and failure of the caulking. In some places, the window frames are coming away from the wall. Some of the wood in the window frames is rotten and needs to be replaced or restored. Some of the glazing is damaged and needs to be replaced. Once the windows are taken out, the supporting wall will be inspected and adverse conditions such as rotting wood framing will be rectified. After the windows have been restored, they will be placed back in the wall and secured. All of this work will be done by a qualified window restoration specialist hired as a subcontractor by OliverSperry.

The exterior skin contains lead paint that is peeling and exposing the wood siding beneath to the elements. The lead paint will be removed and disposed of by a qualified subcontractor hired by OliverSperry. Some of the wood siding and trim is deteriorated and needs to be replaced. This work will be done by a qualified subcontractor hired by OliverSperry.

The painting of the wood siding, trim, windows, and exterior stair will consist of an exterior oil-based primer and 2 additional coats of exterior acrylic paint. This work will be done by a qualified painting subcontractor hired by OliverSperry.

All work by the subcontractors will be coordinated and overseen by one of OliverSperry's on-site field superintendents.

The Notice to Proceed for this work was issued April 25, 2016.

Environmental Features and Sustainability

The proposed work will remove all of the remaining lead paint on the exterior of the structure and dispose of it properly. Because of the air leakage associated with the poor condition of the existing windows, the project will improve the performance of the building envelope and should ultimately reduce the heating and cooling load on the building. Upon completion, the project will provide a full restoration of the exterior of the Meginniss-Munroe House. With the painting of the structure and the repairs to the windows, there will be minimal maintenance needed to the exterior over the course of the next 10 years. This will include pressure washing to remove accumulated dirt and grime. LeMoyne is prepared to pay for the costs of maintaining this building over the next 10 years.

Necessary Components from Consultants

As stated above, MLD is providing the design, design documentation, and construction administration associated with this project. OliverSperry is providing the construction management services associated with this project.

Estimates

LeMoyne has confirmed the scope and cost of the additional work with OliverSperry and vetted that through MLD. The total cost of the project would be \$200,000. This includes \$10,000 in fees for architectural services by MLD and \$178,000 for the services provided by the construction manager, OliverSperry. We anticipate there will be approximately \$6,000 in donated professional services including grants administration services provided by LeMoyne volunteers and board members. The balance of monies (\$6,000) is being held as a project contingency.

The breakdown for OliverSperry's work includes \$109,000 for window restoration, \$61,000 for the removal of the existing paint and abatement as well painting, \$4,000 for painting the basement, and \$4,000 for miscellaneous other work.

Programmatic square footage (not applicable)

Team qualifications

The architectural firm of MLD Architects specializes in the restoration of historic structures in Tallahassee and throughout Florida, most notably the Call-Collins House at the Grove and the Cape San Blas Lighthouse.

The construction management firm of OliverSperry Renovation & Commercial Construction also specializes in historic restoration and renovation projects.

Oversight of the COCA grant will be done by Mary Jo Spector, chair of the LeMoyne Facilities Committee, and Stan Chapman. Stan is acting as the grants administrator for the State grants and Mary Jo is a registered architect with over 30 years of experience.

Timeline and milestones

October 2015: MLD under contract and issued notice to proceed for design work

December 2015: Bid documents issued to pre-qualified construction management firms

January 22, 2016: Bid opening. Decision made to award to OliverSperry with scope modifications to get project in budget.

April 25, 2016: Notice to proceed to OliverSperry.

July 31, 2016: Completion of window restoration work.

August 1, 2016: Change order to OliverSperry for additional scope of work.

October 31, 2016: Completion of entire project.

B) Quality (5,000 maximum characters) (15 Points)

Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

Quality of the team, organization, and the impact

The staff at LeMoyné consists of 4 excellent individuals including the executive director (Ann Kozeliski), business manager (Heather Dunbar), educational coordinator (Alexandra Iffland), and Patron and Sponsor Relations (Stephanie Whitfield). All are dedicated to the mission of LeMoyné, which is to be the finest visual arts organization in the Tallahassee region. The staff is supported by a 15 member Board of Directors, each with a variety of skill sets and talents and each is responsible for a particular committee. The Facilities Committee is led by Mary Jo Spector, a local architect and artist. She is supported by Stan Chapman, a lawyer and board member, Stan Warmath, a volunteer, Rich Hilburn, an architect and volunteer, and Paul Craft, the board vice president. The Facilities Committee is charged with maintaining the existing facilities and grounds, making recommendations, and projecting our needs for growth and development in the future as dictated by our strategic plan.

As stated earlier, the architectural firm preparing the design documents is MLD Architects, a firm that specializes in the restoration of historic structures in Tallahassee and throughout Florida, most notably the Call-Collins House at the Grove and the Cape San Blas Lighthouse. JJ Scott is the principal at MLD, who is the primary contact for the project. The construction management firm of OliverSperry Renovation & Commercial Construction specializes in historic restoration and renovation projects in Tallahassee. Bill Oliver is the principal for the project for OliverSperry. Having worked with both of these firms on the 2014-2015 restoration project, LeMoyné has a level of confidence with both that they will execute the project in a professional manner that will result in an outstanding project, which will prove to be sustainable for LeMoyné and have a longevity for at least the next 10 years.

The improvements to the Meginniss-Munroe House, LeMoyne's primary home, will allow for a more sustainable structure, LeMoyne's primary home by reducing our operating costs. New exterior finishes will require minimal maintenance to the exterior skin of the structure over the next 10 years, allowing LeMoyne to spent operating dollars on other facilities needs and programs.

The improvements to the skin of the house will dramatically improve the appearance of the structure, giving it a like-new appearance, upping its curb appeal to anyone passing by on North Gadsden Street.

IV. Management & Budget

A) Operational Readiness (4,500 maximum characters) (10 Points)

Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

MLD Architects, the architects for the project, have completed the plans and specifications for the project to make repairs to the exterior of the Meginniss-Munroe House. The project was bid on January 22, 2016. The bids were over budget and MLD worked with OliverSperry Renovation & Commercial Construction, to redefine the scope of work to meet the funds available at that time. OliverSperry was put under contract to build the project and received the Notice to Proceed April 25, 2016.

OliverSperry successfully completed LeMoyne's restoration project in 2015 and has an intimate knowledge of what is required to do this particular project. With them currently on-site, LeMoyne would like to take advantage of the fact they are already mobilized, have an intimate knowledge of the project, and are prepared to complete the additional work that this grant will allow. Plans and specifications for the additional scope are "shovel-ready".

Currently, OliverSperry is contracted to restore 90% of the windows on the building. This involves taking the units out, inspecting them for damage, re-glazing them as necessary, rebuilding the windows, and putting them back in place. It also involves inspecting the exterior wall around the windows for damage and repairing it as necessary. These grant funds will allow us to restore all of the windows in the building and complete the repairs to the skin on the two faces of the building that were not done in 2015. This involves removal and mitigation of the lead paint, restoration of any damaged wood siding, and painting the siding and stairs.

The exterior appearance of the building will be dramatically improved, benefiting the LeMoyne's presence in the community. The windows would no longer leak air or water, which subjected the occupants to drafts and moisture. The finished project would mean the LeMoyne would have minimal maintenance on the exterior of the building for the next 10 years.

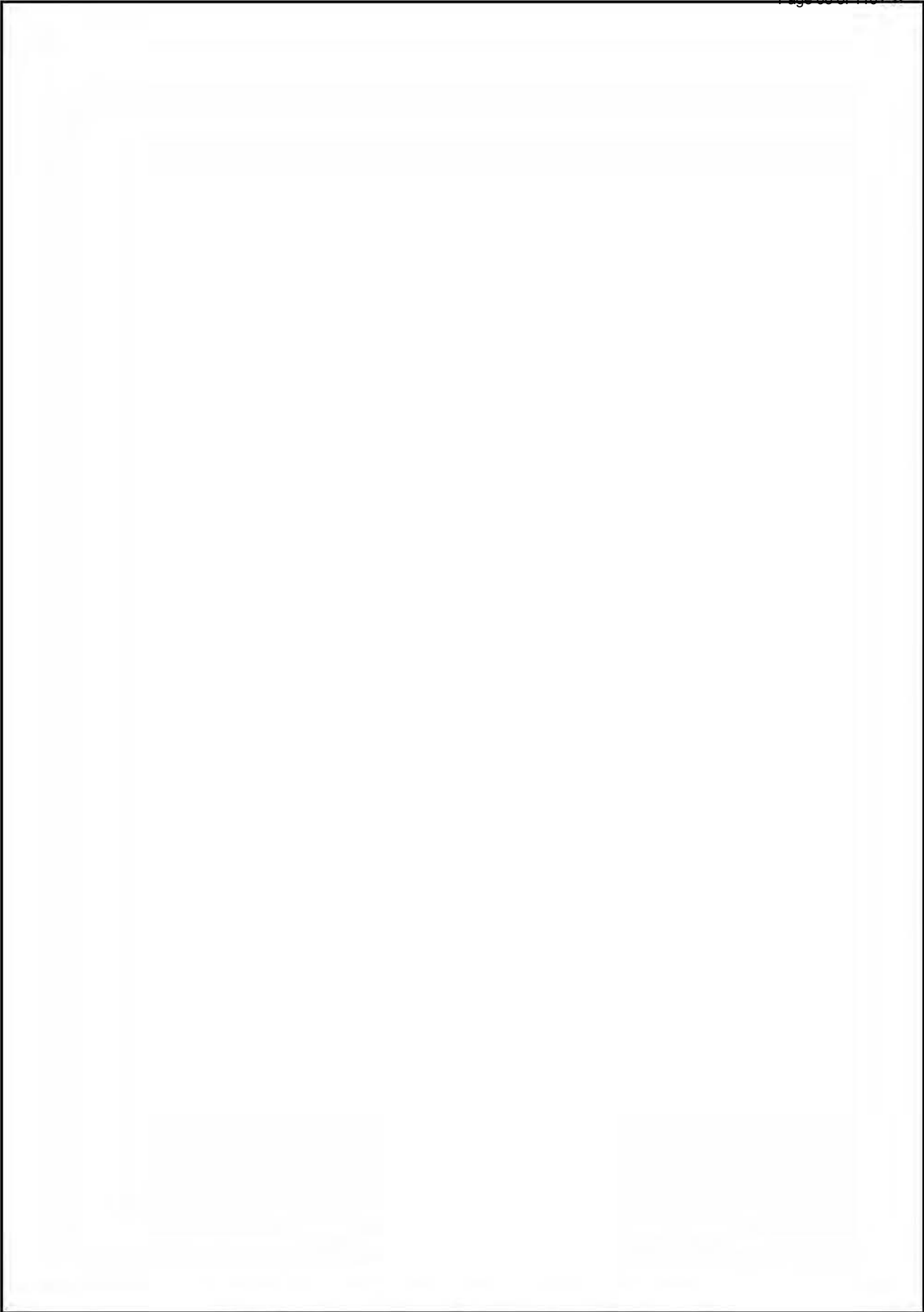
Required Attachments –Upload each of the required documents in separate folder marked “Attachments”:

- a) Minutes from the organization’s board meeting** authorizing the project for which applicant is applying. (500 char. Response +1MB upload)
- b) Board of Directors, including officers** (+1MB upload)
- c) Project Team, including key staff** involved with project (+1MB upload)
- d) Form A, Five (5)-year Operating Forecast**
- e) Form B, Project Readiness**

B) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled “Attachments” :

- a. Form C: Certification from Professionals** – Architect, Engineer and Contractor – **IF** no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
 - b. Form D: Project Budget – Summary** (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
 - c. Form E: Matching Funds & Matching Funds documentation** - \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
 - d. Audit and Form 990** - from most recently completed fiscal year
 - e. Financial Statements-** Current year-to-date (if audit is more than 1 year old) -- both Balance Sheet and Statement of Income & Expenses from same reporting date.
- **NOTE:** A report will be provided to panel that confirms match & backup documentation.



B) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

LeMoyne is prepared to maintain the exterior of the Meginniss-Munroe House upon the completion of this project. The project will be warranted by the Oliver Sperry, the contractor, for the period of one year from completion. It is anticipated that there will be minimal maintenance required for the next 10 years. This may include pressure washing the exterior to remove accumulated dirt and grime, inspecting the surfaces for damage, and repairing them as necessary. Funds are budgeted each year for the maintenance of the existing structures as well as for emergency repairs.

In addition, LeMoyne has a Facilities Committee that is responsible for overseeing the care of the existing facilities. The Committee maintains a list of maintenance items for each of the buildings. Issues are brought to the attention of the committee, which prioritizes them based on their relative importance. Items that can be done by volunteers, such as yardwork and interior painting, are scheduled and assigned. When items need to be done by outside contractors, they are brought in to assess the item, make recommendations for corrective work, and provide an estimate of the cost of work that needs to be done.

Care & Stewardship Required Attachments– *Upload each of the required documents in separate folder marked “Attachments”:*

- ***Long-range or strategic plan*** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- ***Proof of Ownership, Lease and/or sublease*** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- ***Support Materials (photos, tables, studies, statistics, and documents) (Optional):***3MB upload maximum

CULTURAL FACILITIES MATCHING GRANT APPLICATION

FY16



Administered on behalf of Leon County



I. Application Details

Name of Government Entity or Nonprofit

Organization

Tallahassee Museum of History and Natural Science, Inc.

Address

3945 Museum Drive

City, State Zip Code

Tallahassee, FL 32310

Project Contact Person

Russell S. Daws

Title/Position

President/CEO

Phone Number

850-576-2531

Fax Number

850-574-8243

Email Address

rdaws@tallahasseeuseum

Organization Website URL

www.tallahasseeuseum.org

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes

No

Organization Incorporation Date:

07/14/57

Number of years of continuous operation service to Leon County:

59 years

Federal ID #

59-0838924

Project Title

Enhancing the Experience a

Location of Project (Must be in Leon County)

Tallahassee Museum

Project Purpose (Check One):

Acquisitions

New Constructions

Renovation

Equipping

Description of Project (5,000 Maximum characters):

The Museum seeks funding to enhance the overall experience and increase the safety and useful life of its Tallahassee Tree To Tree Adventures Course. Specifically, funding will be used to install new challenge course technology called the Quick Trekker Continuous Belay System. This system will enhance the safety and experience of Tallahassee Tree To Tree Adventure clients by installing new cables and equipment which will no longer require clients to ever be disconnected from their safety life lines.

Currently, Tree To Tree clients have to attach and disconnect their safety equipment (lanyards and carabiners) to a red safety life line at every aerial obstacle and zip line they encounter. Clients are at the greatest risk during this connection and disconnection process and must be watched very closely by the Tree To Tree Guide staff, who ensure they are properly attached at all times.

With the new technology, Tree To Tree clients will only need to attach themselves to the life line once, at the beginning of the course (on the ground) and will never need to be disconnected until they exit the course on the ground. This new technology will greatly enhance the safety of the clients, make rescues and evacuations easier and facilitate the flow of clients through the trees, thus avoiding frustrations and extended waits on other clients who have difficulty manipulating their equipment and attachment process. This new technology and the manner in which it is attached to the trees, from an arborist's perspective, is also a much more preferred attachment method than what is currently being used and will cause less stress to our trees.

Furthermore, without having to devote so much attention to the safety equipment attachment process, the Tree To Tree Guide staff will have significantly more time to focus on creating engaging visitor experiences through dialog rather than constantly watching the clipping and un-clipping process. Fewer guides will be needed, saving expenses, and the available guides will have greater opportunities to take photos of their clients, further contributing to the client's long lasting memories.

Project Start Date: 09/11/16

Project End Date: 09/21/16

Amount Requested: \$49,646.00

Total Project Budget: \$104,258.00

Historical Significance (If applicable)

A. Age of the Building

N/A

B. Is the building subject to historical preservation requirements?

YES

NO

Ownership/Lease

A. Who owns the building?

N/A

B. Who owns the land?

Tallahassee Museum

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?)

N/A

II. Narrative Questions

A) Need (8,000 Maximum characters) (20 Points)

Why is the project important **to your community** and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

Opened in May of 2013, Tallahassee Tree To Tree Adventures (a separately ticketed experience) at the Tallahassee Museum has created adventure, exercise, memories, and an enhanced appreciation of the natural environment with an aerial tree canopy journey through over 70 obstacles and zip-lines. To date, over 100,000 visitors of all ages, shapes, and backgrounds have experienced nature from a bird's eye perspective, built their self-confidence, accomplished a sense of achievement, and have exercised both their minds and bodies through Tallahassee Tree To Tree Adventures. Tallahassee Tree To Tree Adventures has greatly contributed to our community's and the Museum's efforts to better serve the needs and interests of our teen-age, college-age and young professional audiences. Furthermore, Tallahassee Tree To Tree Adventures has greatly contributed to Visit Tallahassee's and Visit Florida's destination marketing efforts.

Tallahassee Tree to Tree Adventures has also attracted visitors and tourists who were previously unfamiliar with Tallahassee or the Museum's existence, programs, exhibits and events. As a result, Tallahassee Tree To Tree Adventures has helped raise the awareness of Tallahassee and grow the Museum's attendance (separate from Tree To Tree attendance), membership, program participation and donations. It has also created a new sense of vitality and excitement about the Museum.

Finally, Tallahassee Tree To Tree Adventures has gained a reputation for being one of the finest and best operated courses in the state of Florida because of its design, site, and cutting edge use of technology, whether it is in the actual construction materials, use of electronic waivers, or new automated photo-system.

The installation of the newly introduced Quick Trekker Continuous Belay System will replace the course's current red line cabling system. This current system utilizes a red plastic coated cabling system that has recently been shown to crack and allow water intrusion into the underlying steel cable thus resulting in unobservable rust which eventually weakens the cable and places client safety at risk. As a result, safety standards recommend the replacement of this cabling system every four to five years. As Tree To Tree enters its fourth year of operations, the replacement of its red line system is critically important and, to do otherwise, places the safety of our visitors and the reputation and continued success of the Tallahassee Museum at risk.

Fortunately, the recent introduction of the Quick Trekker Continuous Belay System will solve this

safety challenge but more importantly, it also eliminates the inherent risk of Tree To Tree clients being improperly attached or not attached at all to the red line safety cable. This inherent risk currently requires Tree To Tree guide staff to have the primary responsibility of carefully watching every client properly attach and disconnect their safety equipment at every obstacle and zip line, well over 300 times on the largest, and most popular course. In spite of this careful guide observation, clients still occasionally place themselves at great risk by not being properly attached to the red life line. The Quick Trekker Continuous Belay System will completely remove this risk and allow the Tree To Tree Guide staff to place greater priority on customer engagement through conversation, challenges and photography. It will also allow the Museum to more efficiently deploy staff resources where they are needed most.

Furthermore, the Museum feels an obligation to contribute to our community's economic, educational and cultural growth and recognition. While the Museum's historic contributions to our community's educational and cultural achievements have been well documented, the Museum's economic contributions are now only being recognized as a result of its growing budget and expenditures in the community, its growing audience, especially in terms of tourism, and their spending at the Museum as well as within the community and the jobs it provides to over 100 staff. A 2015 economic impact study conducted by Downs & St. Germain demonstrated that Tallahassee Museum visitors directly spent 7.5 million dollars in our community and that the Museum had a total economic impact of 11.7 million dollars! Tallahassee Tree To Tree Adventures has been an important economic contributor to this success.

Finally, the incorporation of the Quick Trekker Continuous Belay System will maintain Tallahassee Tree To Tree Adventures as a leader in the field of aerial adventure courses which will only further support the reputation of the Museum and Tallahassee Tree To Tree Adventures to our current, potential and future visitors and support the destination marketing efforts of the Museum, Visit Tallahassee and Visit Florida.

As Tree To Tree enters its fourth year of operations, the replacement of its red line system is critically important and to do otherwise, places the safety of our visitors at risk. If the Museum were to jeopardize the trust and safety of its visitors, then its relevance, value and place within our community's fabric would be lost.

B) Vision (8,000 Maximum characters) (15 Points)

What is the Vision? Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

The Museum's mission is to promote knowledge and understanding of the Big Bend's cultural history and natural environment, inspiring people to enrich their lives and build a better community. This mission requires the Museum to: provide an environment where the region's natural and cultural history can be learned and explored; disseminate knowledge about our natural and cultural history and North Florida's relationship to the rest of the world; and, maintain a museum where the visitor will experience a sense of wonder and discovery about our region's natural and cultural history. These goals cannot be achieved if the Museum is not operating in a sustainable, professional, relevant and credible manner. The continued safety and security of the Museum's visitors is paramount and a sacred trust that cannot be jeopardized.

Tallahassee Tree To Tree Adventures has proven to be an important component contributing to the achievement of the Museum's overall goals and contributions. It has greatly contributed to the growth of the Museum's audiences, the impact made upon the lives of these audiences through effective, relevant and memorable programming and the encouragement of active and healthy lifestyles, and the generation of new revenues to be reinvested in the Museum's growing programs and facilities. It has also been a key element contributing to the Museum's future vision and interpretive and master plans.

Failure to undertake the proposed project could potentially and seriously undermine and derail the Museum's hard work and successful efforts towards its overall goals and future vision. The proposed project will also enhance the capacity of Tallahassee Tree To Tree Adventures and the Museum to effectively serve even greater numbers of visitors.

C) Inspire Excellence (7,000 maximum characters) (5 Points)

What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

What happens at the Tallahassee Museum can best be expressed through its vision statement where the Museum strives to have its visitors leave with a lasting impression that they themselves are part of our region's natural and cultural history; that we convey our local heritage in a manner leading visitors to understand that events which occur in their present and future have been shaped by those of the past; that we present information in a context of life experiences to which visitors can relate, such as family, work, community, and sense of place; and, that the Museum will be a gathering place for the community to celebrate its heritage.

An underlying and critically important element to the Museum's vision statement is our commitment to be a museum where the visitor will experience a sense of wonder and discovery about our region's natural and cultural history. The Museum is about providing our visitors with experiences from which they make discoveries, learn, remember and share!

Tallahassee Tree To Tree Adventures provides our visitors with an unforgettable learning experience where they gain a greater sense of self-confidence and accomplishment, learn about our natural world through an entirely different perspective, appreciate the value of being outdoors and the pursuit of an active and healthy lifestyle, and form memories that they will share for the rest of their lives.

As a museum that focuses on history and natural science, addressing the project's artistic excellence requires a response that might be far different from what a visual art or performing arts organization might offer. Yet, at the core of artistic excellence are issues related to creativity and its pursuit, technical and structural achievement, quality, worthiness and even personal taste.

The proposed project to equip Tallahassee Tree To Tree Adventures with new safety and operational technology (Quick Trekker Continuous Belay System) probably seems far removed from enhancing the Tallahassee Museum's artistic excellence. Yet it does demonstrate a level and pursuit of creativity both in the actual presence of an aerial adventure course with zip lines within the confines of a museum and the fact that the Tallahassee Museum is choosing to use a system that is new to North America, yet has been on the international scene for over a decade, with over 150 adventure parks and zip line canopy tour courses currently using the system.

Similarly, the Quick Trekker Continuous Belay System's unique design, cost effectiveness and safer, simplistic operational system should qualify for some technical and structure achievement and quality points. Clearly, its worthiness has already been established in regards to safety concerns, increasing visitor experience and capacity, as well as the enhanced human resource efficiencies it offers to the Tallahassee Museum. Perhaps the fact that the system was invented and designed in France will earn some points for taste!

The following are unsolicited testimonials from TripAdvisor regarding the Tallahassee Museum and Tallahassee Tree To Tree Adventures:

"Tree to Tree Adventure is a must do!" 5 of 5 stars

Reviewed April 12, 2015

A group of 8 of us went on a Saturday morning. The staff who helped us was Courtney, Casey, Adrian, and Kate. We loved how the course was structured and how helpful the guides were. With each zone, the obstacles got progressively more difficult, higher, and zip lines faster, but this setup makes you feel ready for zone 3. Also, the guides were very friendly and should be recognized. We would definitely go again! It's a great bonding experience with friends and family too!

Visited April 2015

"Tallahassee Museum" 5 of 5 stars

Reviewed February 10, 2016

The Tree to Tree Zip-line course was incredibly fun. It's refreshing for Organizational retreats, family outings, and even adventurous trips for friends or couples to bond.

Visited October 2015

"Zipping through Nature and the Past" 5 of 5 stars

Reviewed July 16, 2015

Do you like history, nature, a zoo, or a zip line adventure course? Well then you need to visit the Tallahassee Museum of History and Natural Science.

Visited February 2015

"Best attraction in Tallahassee" 5 of 5 stars

Reviewed September 14, 2015

Not only is the museum a beautiful, scenic, and diverse place but it also holds a great deal of knowledge to be tapped into and absorbed. The museum makes education about Florida wildlife, history, and ways of living exciting. Young or old this is THE place to go. Besides being educational it is also recreational. There are trails to walk and zip lines to maneuver through. There is such care and thought given to every piece of information, exhibit, and animal. The staff here really does care about their job and purpose here. By visiting the museum you will be given a deep appreciation for this place and for what it can teach and show you about our impressive state of Florida. Both natural and historical. Do not pass up an opportunity to visit here. You will not regret it.

Visited August 2015

"Tree to Tree Zip Lining" 5 of 5 stars

Reviewed July 24, 2015

My whole family loved the outdoor museum. We did the whole zip lining experience and it brought my family with a tween and a teen together and smiling to be outside and sweating. I did have to give up on the third zip line challenge. My experience with zip lining is that there is a break on the pulley, here your gloved hand is the break. I just couldn't feel comfortable with this, but my husband and girls couldn't get enough of it. This is one of those vacations that will be talked about for years! Great history, animals and staff. We will do this again

Visited July 2015

"Day of surprises" 5 of 5 stars

Reviewed September 21, 2015

I went to the museum to pass the time. NY daughter was at FSU band camp. I went to the museum and did not realize that they had a zip line course. I had never done a zip line so I tried it. It was a little scary but I completed the intermediate course and glad I did it. I then explored the museum which was great. If I am ever in Tallahassee again, I will make sure that I go to it again.

Visited July 2015

"SO much fun! First time zip-line!" 5 of 5 stars

Reviewed April 10, 2015

Wonderful little natural history museum! Was surprised to find native wildlife at the park. Was even more surprised at how well the animals were cared for - everyone looked healthy and happy. We tried the zip-line course, which was a first for us, and it was very much worth the price and a TON of fun. Once you get over the heights and realize that the system is designed to not let you fall, you can relax and have fun. There may be one or two people in your group that still can't handle it, but they're weenies ;)

Visited May 2014

III. Facility

A) Process/Design & Planning (9,000 maximum characters) (15 Points)

Include:

- Process/Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

The proposed project is rather simple and straightforward from a design planning perspective. Tallahassee Tree To Tree Adventures was designed and built utilizing red line safety cabling system. This system runs the entire length of the Tree To Tree courses with over 70 obstacles and is attached to a tree at the beginning and end of each obstacle through a series of wraps, wooden blocking, and cable clamps. Tree to Tree zip lines do not utilize the red cabling system; however the zip lines are all attached to trees in the same manner.

The proposed project to install the Quick Trekker Continuous Belay System simply requires the removal of all the red line cable, disconnect other cables and replace them with the Quick Trekker Continuous Belay System's connectors, safety hooks, cross plates, anchorage plates and cable.

This system utilizes a different and greatly improved approach of attaching the cables to the trees, which will benefit the trees. Rather than wrapping the cable around the trees, Quick Trekker relies upon a simple threaded rod being inserted through a small hole drilled through the center of the tree. Cables are then attached to this rod. All cables and zip lines will be unattached from the trees and then reattached using the same single rod approach.

- How have you addressed environmental features and sustainability?

The Quick Trekker Continuous Belay System is replacing an existing system and has no impacts on environmental features. Its new attachment approach to the trees is actually a preferred approach by most arborists and will cause less stress to the trees as they grow.

- Necessary components from consultants

The staff at American Adventure Park Systems has provided the Museum with the scope of work, approximate time line and cost estimates.

- Estimates

The estimate of \$96,545 was provided by American Adventure Park Systems based upon a previous site visit.

- Programmatic square footage

Programmatic square footage is not appropriate for the proposed project, however, the project will replace and install approximately 6,400 linear feet of cable.

- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.

American Adventure Park Systems, based in Whitesburg, Ga., has provided a comprehensive line of park construction and consulting services with more than 30 years of combined

experience in aerial adventure parks, zip line canopy tours, safety retrofits of older courses and other extreme adventure structure design and construction.

They were the first in North America to design and develop high speed zip lines, have more experience in the aerial adventure park industry than any other company in North America and most zip line operations in North American were derived from them.

American Adventure Park Systems is the exclusive builder of two Guinness World Book Record courses. One record is for the largest zip line canopy tour course in the world at Historic Banning Mills and the second record is for the tallest free standing climbing wall in the world at Historic Banning Mills. They have built three suspension bridges that range from 500 to over 600 ft. long and from 140 to 190 feet high over the Snake Creek Gorge.

In 2015 American Adventure Park Systems was chosen to build zip line canopy tours in four Alabama State Parks. They have renovated two challenge courses in Georgia State Parks and have done retrofits using the Quick Trekker Continuous Belay System in parks in Kentucky, South Carolina and Georgia. The belay system has been chosen for parks in Texas and Massachusetts.

American Adventure Park Systems is led by Mike Holder Sr. who possesses 37 years of military and commercial specifications experience. He specializes in design, construction and inspection of zip line canopy tour courses, stand-alone super zip lines, aerial adventure parks, adventure towers up to 150 ft., team building (high and low ropes) and challenge courses. He also has 27 years of commercial and residential design and construction experience and 15 years of experience managing and operating adventure parks. Mr. Holder also serves as a board member and on the inspector qualification examination committee for Association of Challenge Course Technology (ACCT) and is a certified level 1 and 2 Inspector and Certified Supervisor Endorsement Inspector (ACCT).

Mr. Holder will be assisted on the project by Michael Holder, Adventure Park Construction manager for 4 years and a Certified Level 1 & 2 Inspector (ACCT); and, John Lyons, American Adventure Park construction and /inspections technician with 4 years of experience.

Museum staff project team members include Russell Daws, President/CEO; Rebekka Wade, Vice President/COO; Amber O'Donnell, Director of Marketing and Membership; Mike Sullivan, Facilities and Grounds Manager; and, Drew Graff and Juan Cruz, Co-Managers of Tree To Tree Adventures.

- Provide a time line of project milestones; include start and end date and key points in between.

As currently planned, the proposed project will begin in Mid-September or early October, 2016 depending upon grant funding availability, contractor's schedule and weather conditions. Project installation is expected to last approximately ten days again depending upon weather.

Project milestones include COCA grant award and contract completion; signing of contract with American Adventure Park Systems and initial project payment, project initiation; shipment and delivery of Quick Trekker Continuous Belay System equipment, arrival of American Adventure Park Systems construction crew; removal of red line cable and disconnection of other cables, installation of Quick Trekker Continuous Belay System; site clean-up; training of Tallahassee Tree To Tree managers and guide staff in the proper operation and maintenance of the Quick Trekker Continuous Belay System; inspection and approval of system by an independent engineering firm and the State of Florida; and, begin ongoing operations of Tallahassee Tree To Tree Adventures.

B) Quality (5,000 maximum characters) (15 Points)

Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

As mentioned previously, the proposed project will significantly contribute to the Tallahassee Museum's goals and impact by increasing visitor capacity; improving visitor experience and safety; reducing staff expenses, and continuing the Museum's goals to: be a leader in the way it operates; remaining relevant to its audiences; maintaining the trust these audiences bestow upon the Museum; promoting knowledge and understanding of the Big Bend's cultural history and natural environment; and, inspiring people to enrich their lives and build a better community.

American Adventure Park Systems is exclusive distributor and installer of the Quick Trekker Continuous Belay System in North America. However, the System is manufactured by Vertical Trek Innovation in France and patented in Europe and CE rated. All parts of the system are stainless steel 316l and stay untouched in the most difficult conditions such as at the seaside or in the mountains. The system has been successfully tested and used all over Europe for over a decade with no injuries.

Additionally, the European Economic Union has adopted a four level classification for zip line and canopy tour belay systems. This system will soon be coming to North America. The classifications will apply to all zip lines, canopy tours and aerial parks. The classification system does not require that a particular system be used but educates consumers on what systems are available and used by each park. The Quick Trekker Continuous Belay System achieves the highest belay classification level and meets the most strenuous of standards.

The system recently received a U.S. patent and is relatively new to North America. There are over 150 adventure parks and zip line canopy tour courses currently using the system and more in the U.S. are adopting it due to its design, durability, safety and efficiencies. The Quick Trekker Continuous Belay System exceeds the safety standards of the Association of Challenge Course Technology and industry.

The cost effectiveness of retrofitting Tree To Tree Adventures with the new system and the system's safer, simplistic design and operation will save the Museum annual operational dollars while the stainless steel materials and connectors utilized by the new system will significantly extend the longevity of the equipment and reduce the cost of annual repairs compared to our current system.

As two examples, the current system utilizes aluminum carabiners which regularly have to be replaced due to wear or stress fractures. The new system replaces the carabiners with stainless steel hooks which will never need to be replaced. With the current system, zip lines and other cables periodically stretch over time, yet there are no means to tighten these cables without completely removing the obstacle, cable and connectors and then replacing the cable and reattaching the obstacle. The new system will allow for individual cables to be tightened in place or replaced without removing the obstacles thereby significantly saving labor and material costs compared to the current system.

In terms of the project's contractor and their quality of construction, American Adventure Park Systems is an active member of the following associations: ACCT (Association for Challenge Course Technology), ACA (American Camping Association), CWA (Climbing Wall Association), ANSI (American National Standards Institute) and ASTM (American Society for Testing and Materials International).

In preparing and completing the construction and operation of the project, the following recognized industry standards will be utilized in addition to the current published version 8 of the ACCT Standards.

2959 Standard Practice for Special Requirements for Aerial Adventure Courses Operation, Maintenance, Auditing and Major Modification of Aerial Adventure Courses.

- Union International Des Association d'Alpinisme UIAA Equipment Safety Standards; UIAA
- Safe Practices for Rope Access Work; Society for Professional Rope Access Technicians (SPRAT)
- Fall Protection Code: Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components: ANSI/ASSE z359.1-2007: ASSE (American Society of Safety Engineers)
- Current Manufacturers Printed or Posted Standard or Operating Instructions and Manuals
- Wire Rope Users Guide (4th Edition): Wire Rope Technical Board (WRTB)
- Wire Rope Inspection Guidelines (1st Edition): Wire Rope technical Board (WRTB)

IV. Management & Budget

A) Operational Readiness (4,500 maximum characters) (10 Points)

Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

The proposed project is at the highest level of operational readiness possible. Principals from American Adventure Park Systems have visited the Museum as part of an the initial consultation visit, inspected and assessed the needs of our course, taken all necessary measurements, specified all necessary parts needed to complete the proposed project including cables, anchorage plates, safety hooks, cross plates and matrixes, and calculated project duration, crew size and equipment needs.

As a result, total project costs are known, time lines established, a contract between American Adventure Park Systems and the Tallahassee Museum has been developed, reviewed, negotiated and both parties are in agreement with all of its terms and are ready to sign their acceptance if and when grant funds are awarded.

Once grant funds are awarded and the contract is signed, all necessary parts will be ordered and a firm project initiation date will be established between American Adventure Park Systems and the Museum. As mentioned earlier, project initiation is proposed to be in Mid-September or early October.

Furthermore, the Tallahassee Museum staff has all their operational plans in place and is ready to implement upon the grant award including 100% of the required matching funds in applicant cash. In addition to the required matching funds, the Museum has also set aside an additional 5% of the project costs in cash for contingency purposes if needed.

Required Attachments –Upload each of the required documents in separate folder marked “Attachments”:

- a) Minutes from the organization’s board meeting** authorizing the project for which applicant is applying. (500 char. Response +1MB upload)
- b) Board of Directors, including officers** (+1MB upload)
- c) Project Team, including key staff** involved with project (+1MB upload)
- d) Form A, Five (5)-year Operating Forecast**
- e) Form B, Project Readiness**

B) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled “Attachments” :

- a. Form C: Certification from Professionals** – Architect, Engineer and Contractor – **IF** no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
 - b. Form D: Project Budget – Summary** (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
 - c. Form E: Matching Funds & Matching Funds documentation** - \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
 - d. Audit and Form 990** - from most recently completed fiscal year
 - e. Financial Statements-** Current year-to-date (if audit is more than 1 year old) -- both Balance Sheet and Statement of Income & Expenses from same reporting date.
- **NOTE:** A report will be provided to panel that confirms match & backup documentation.

B) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

Overall, the Museum budgets for repairs, maintenance and capital expenditures in its annually budgeting process. During this process, department heads submit their department's annual budget request, which includes their repairs, maintenance, new equipment and construction needs. New equipment and construction costs over \$500 are included in the Museum's annual capital improvements budget. Repairs and maintenance costs become part of their department's annual operating costs.

In the event, the Museum's proposed annual operating costs exceed projected income, department's are requested to revise their budget requests and to prioritize their needs, which would include their repairs, maintenance and new equipment and construction. Their prioritized needs are reviewed by the Museum's Vice President/COO and President/CEO and final decisions are made for each department. Final decisions regarding repairs, maintenance, new equipment and construction are guided by safety considerations, visitor impact, institutional need, implications of postponements, future opportunities, costs, etc.

Generally, few revisions are usually made in the budget process regarding repairs, maintenance, new equipment and construction needs.

If funded, the proposed project will fall under the Tallahassee Tree To Tree Adventures budget which annually has over \$30,000 budgeted for repairs, maintenance, and support costs. This budget allocation has proven to be sufficient for the needs of Tree To Tree Adventures. Furthermore, the Tree To Tree Adventures course and its equipment are inspected daily, prior to opening and simple maintenance needs are performed on a daily basis by Tree To Tree staff. If or when large repairs (i.e. replacement of a zip line cable) are needed, these repairs are done by outside companies that specialize in adventure course repairs. Tree To Tree Adventures is also inspected twice annually by the Florida Department of Agriculture's Ride Inspection Bureau for safety, upkeep and permitting. Finally, the courses are inspected annually by an outside structural engineer. If any repairs or maintenance needs are found during these inspections, they are addressed immediately in order to keep the courses operational.

The installation of the Quick Trekker Continuous Belay system will replace older cable and equipment with newer equipment and cable which will actually require less daily maintenance needs and provide a longer equipment life due to better design and the use of improved equipment materials. As a result, the current annual allocation of budget funds for repair and maintenance will not only be sufficient but possibly reduced.

The Quick Trekker Continuous Belay system has an estimated life of at least 15 years if properly maintained.

Care & Stewardship Required Attachments– *Upload each of the required documents in separate folder marked “Attachments”:*

- ***Long-range or strategic plan*** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- ***Proof of Ownership, Lease and/or sublease*** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- ***Support Materials (photos, tables, studies, statistics, and documents) (Optional):3MB upload maximum***

CULTURAL FACILITIES MATCHING GRANT APPLICATION

FY16



Administered on behalf of Leon County



I. Application Details

Name of Government Entity or Nonprofit

Organization

Florida State University College of Music

Address

122 North Copeland Ave.

City, State Zip Code

Tallahassee, FL 32306

Project Contact Person

Heather Mayo

Title/Position

Associate Director of Production and Outreach

Phone Number

850-644-5541

Fax Number

850-644-2012

Email Address

hmayo@fsu.edu

Organization Website URL

music.fsu.edu

Has this organization provided at least 3 years of year-round cultural programming in Leon County?

Yes

No

Organization Incorporation Date:

01/01/1910

Number of years of continuous operation service to Leon County:

106 years

Federal ID #

59-1961248

Project Title

Ruby Diamond Concert Hall Audio Enhancements and Upgrades

Location of Project (Must be in Leon County)

222 S. Copeland St., Tallahassee, FL 32304

Project Purpose (Check One):

Acquisitions

New Constructions

Renovation

Equipping

Description of Project (5,000 Maximum characters):

In the absence of a performing arts center in Tallahassee, FL, Ruby Diamond Concert Hall has a long history of serving as the primary venue for the performing arts in our community. Although managed by the Florida State University College of Music, Ruby Diamond's doors are opened to a wide array of community organizations throughout the year. Strong community partnerships have been formed and scheduling is given to events which have the greatest potential to College of Music students and faculty, the University, the State of Florida and the broader Tallahassee community.

In 2008, the FSU College of Music and University embarked on a \$38 million dollar renovation to transform Ruby Diamond from an auditorium into a premier concert hall. Since the reopening of Ruby Diamond's doors in 2010, the needs of the facility have transformed as technology has advanced and events have become larger and more diverse. Due to the increasing audio production demands of the performances produced at Ruby Diamond, the concert hall's audio system is in need of being enhanced and upgraded.

These audio enhancements and upgrades include installing a new audio console, installing new stage power distribution, modifying the hall's microphone splitter, acquiring front fill speakers, and computers to support the hall's core audio infrastructure. This upgrade will address the shortcomings in Ruby Diamond's technical specifications and will allow its user groups access to state of the art production equipment. The upgrades will also meet the demands of touring artist requirements and will reduce the amount of outside equipment rentals. Consequently, the reduction of outside rentals will allocate more funding to go towards artistic programming.

For many years the FSU College of Music has funded the personnel, maintenance, and support of Ruby Diamond Concert Hall through allocated University funds and minimal rental revenue. The FSU College of Music has made tremendous efforts to facilitate these expenses in house by laying the ground work and infrastructure for future upgrades in all facets of production. However, we are in need of supplemental support in order to fully fund this project.

In consideration of the large number and type of events hosted on behalf of the community, we believe it would be a profitable and advantageous use of Leon County grant funding to supplement the cost of the audio enhancements and upgrades needed at this time for all performances held at Ruby Diamond Concert Hall.



Project Start Date: 08/01/16

Project End Date: 06/30/17

Amount Requested: \$92,053.00

Total Project Budget: \$184,106.00

Historical Significance (If applicable)

A. Age of the Building

106 years

B. Is the building subject to historical preservation requirements?

YES

NO

Ownership/Lease

A. Who owns the building?

Florida State University

B. Who owns the land?

Florida State University

C. If building is leased to applicant, what is the remaining length of the lease (From the time of application due date?)

N/A

II. Narrative Questions

A) Need (8,000 Maximum characters) (20 Points)

Why is the project important **to your community** and what are the consequences of not doing it, or the opportunities for advancement by completing the project. Please be sure your response is project specific and that needs have been shown. Supporting photos, tables, studies, statistics, and documents may be uploaded as an attachment under "Support Materials".

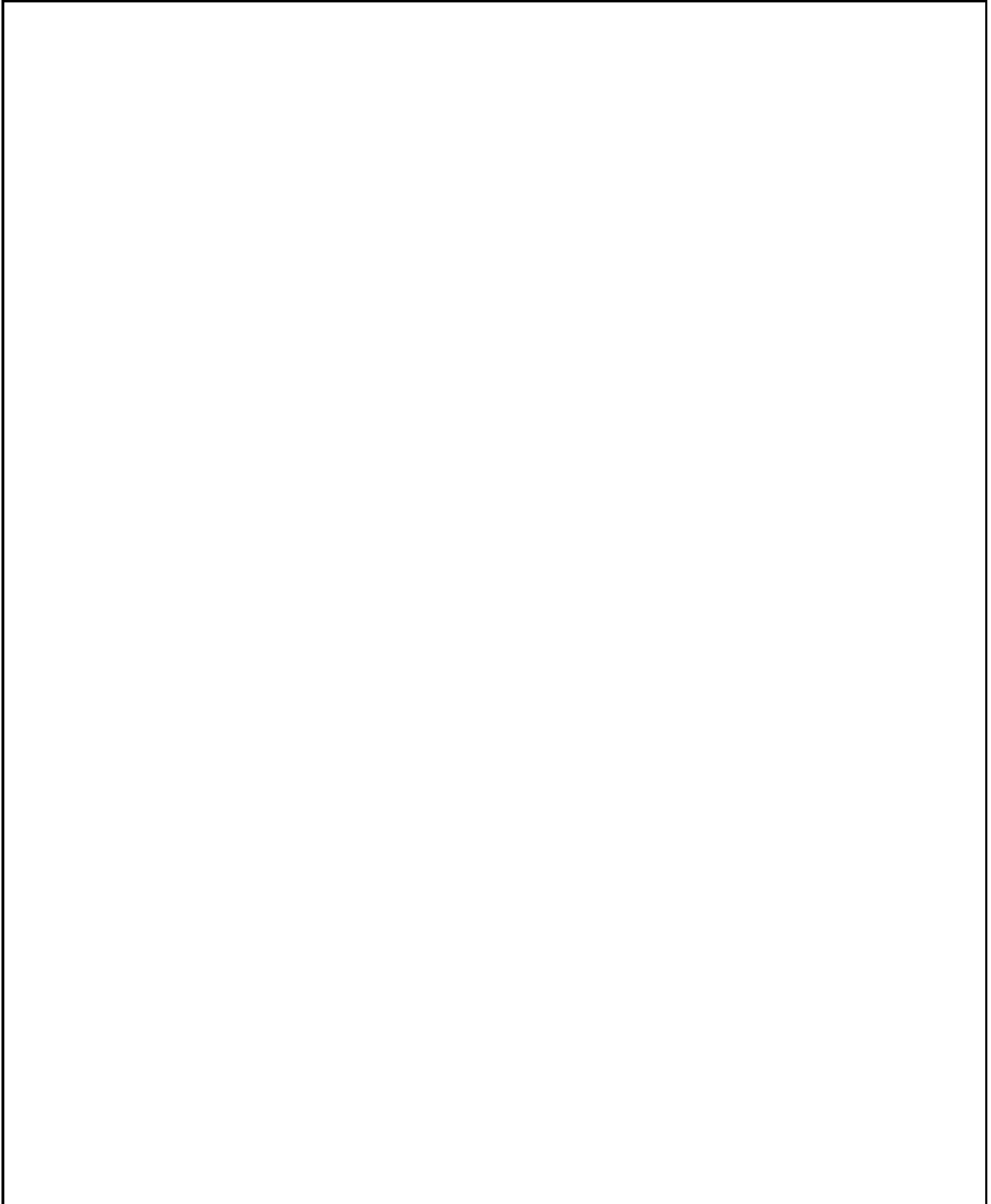
Each year, Ruby Diamond supports FSU College of Music performances, University-wide events and Community partner performances and events. Annual non-University community activities in Ruby Diamond include but are not limited to performances and events presented by the Tallahassee Symphony Orchestra, the Tallahassee Youth Orchestras, the Tallahassee Community Chorus, the Tallahassee Ballet, Pas De Vie Ballet, Wildwood Ballet, World Class Schools (Best and Brightest Awards), and First Commerce Credit Union. The audio enhancements and upgrades to Ruby Diamond's audio system will directly enable all University and community partners to continue to bring in the level of artistry which supports our local economic growth, education for our youth, and cultural impact. If the project is completed, it will bring opportunities for advancement in all of these areas.

The artistic programming at Ruby Diamond supports tourism and economic growth for the city of Tallahassee. World-class artists and performances are presented throughout the year and nonlocal patrons are drawn to the Tallahassee community to experience these performances. Attendance at these arts events generates income for local businesses such as restaurants, parking garages, hotels and retail stores. According to the *Arts and Economic Prosperity* fourth study conducted by Americans for the Arts, on a national average an arts attendee spends \$24.60 per event outside the cost of admission. The study also found that nonlocal attendees spend twice as much as their local counterparts (<http://www.americansforthearts.org>). Therefore, in order to continue this high caliber of artistic programming which draws tourists to our community, it is vital for Ruby Diamond's production components to be at the highest quality possible.

Ruby Diamond Concert Hall also provides a venue for arts education for the youth in our community. Young Peoples performances are presented by multiple organizations such as the Tallahassee Symphony Orchestra, the Tallahassee Youth Orchestras, the Tallahassee Ballet and Opening Nights Performing Arts. This year, the Tallahassee Youth Orchestras partnered with Opening Nights Performing Arts for a collaborative concert with the artist Black Violin. In order to produce this particular performance, multiple equipment rentals were needed to supplement the cost of the production. If funded, the proposed audio enhancements and upgrades would directly reduce the amount of rentals it would take to produce a concert such as this in the future. In turn, more funding could be allocated into artistic programming and educational outreach efforts.

The recordings of performances at Ruby Diamond which include those of FSU College of Music ensembles, the Tallahassee Symphony Orchestra and the Tallahassee Community Chorus are broadcast regularly on WFSQ-FM, WFSU's classical music station. This station reaches a region which spreads across the North Florida panhandle and up to Thomasville, GA (a coverage map is included in the support materials attachment). The broadcast of these performances also reaches a global audience through WFSU's web-streams and mobile application. In addition, video productions of FSU College of Music performances are broadcast regularly on Cable Channel 4FSU which airs in the counties of Leon, Gadsden, Wakulla, Madison, Taylor and Brooks. If this project is completed, the upgrades will allow for higher quality recordings to continue the regional and global impact of performances held at Ruby Diamond. The consequences of not completing this project would bring a loss to our live, recorded and audio quality thus effecting our regional and global impact.

In consideration of the economic growth, education for our youth, and cultural impact the artistic programming at Ruby Diamond brings to the city of Tallahassee, we believe it would be an advantageous use of Leon County grant funding to help supplement the cost of this project.



B) Vision (8,000 Maximum characters) (15 Points)

What is the Vision? Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

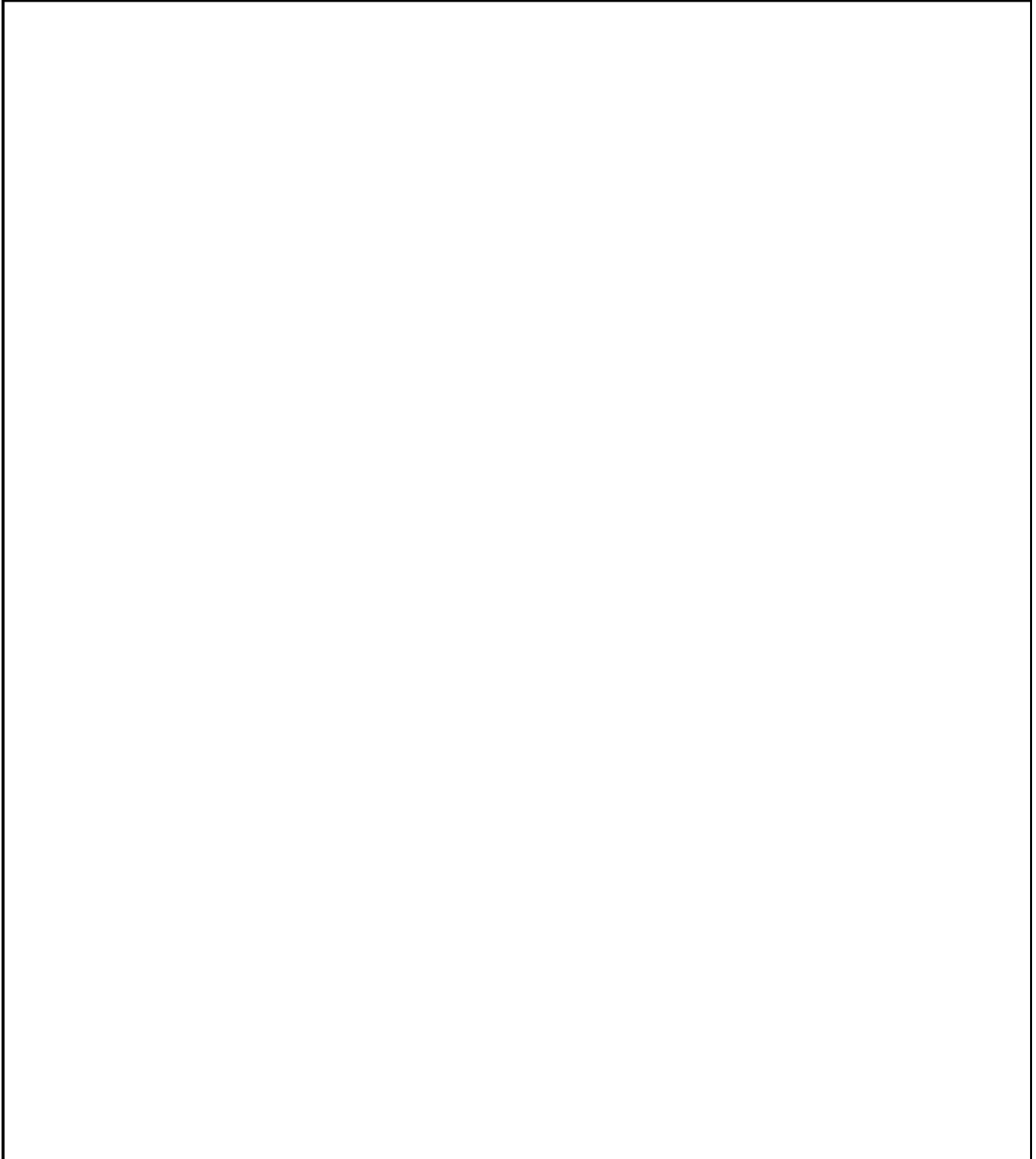
Mission statement of the FSU College of Music:

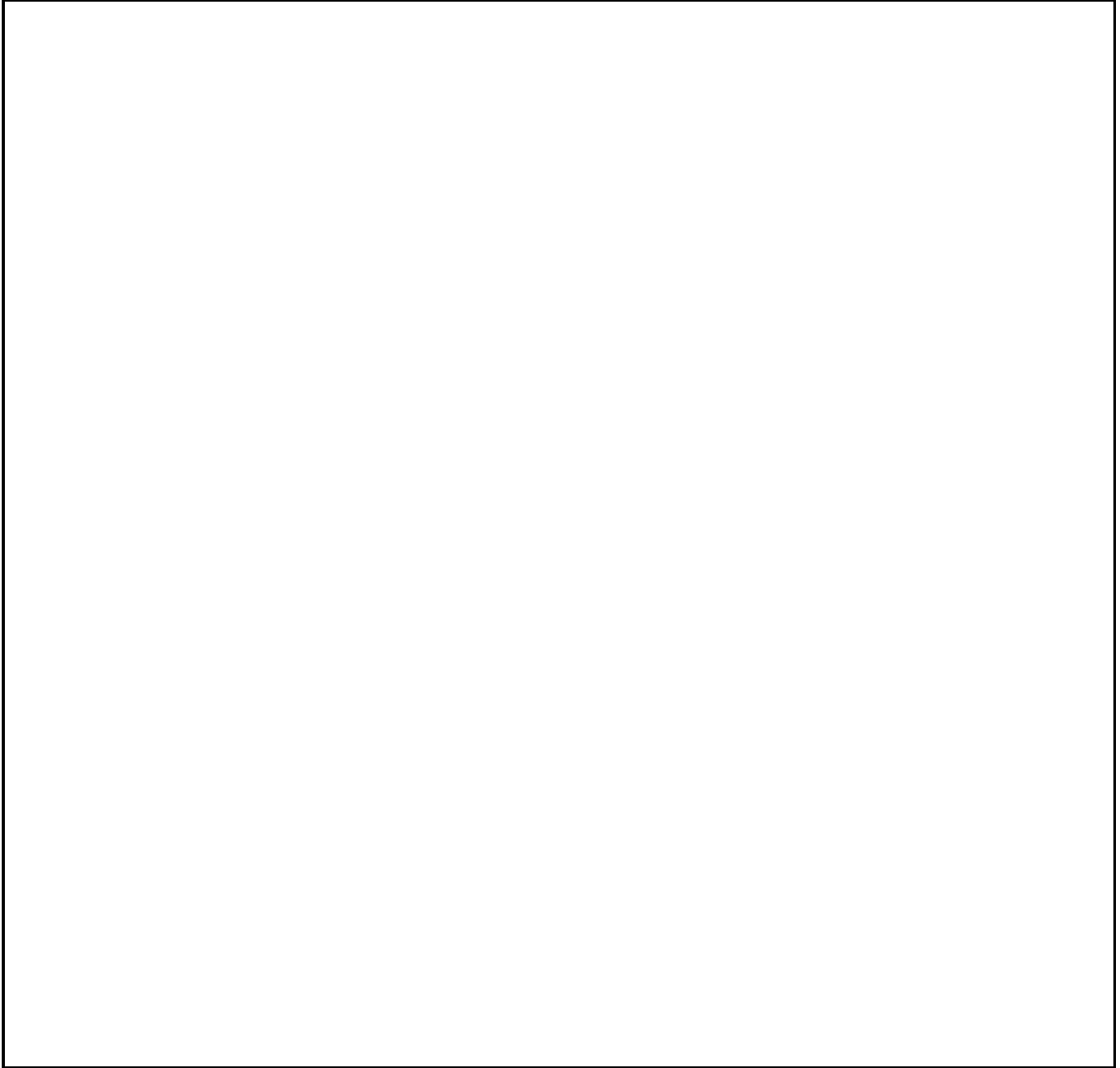
"The (FSU) College of Music offers a comprehensive program of instruction for all students who expect to become professionals in the field of music. For general University students, it offers a wide spectrum of opportunities for disciplined personal growth and creative achievement. ***In addition, it produces and sponsors musical events that enhance the cultural life of the campus, the community, and the surrounding region.***"

The Florida State University College of Music is one of the largest music programs in higher education. As part of its mission, the FSU College of Music ***"produces and sponsors musical events that enhance the cultural life of the campus, the community and surrounding region."*** One of the ways the College accomplishes this mission is by opening up its facilities to multiple community organizations throughout their year. Funding requested for this project, will support the College in fulfilling its mission of sponsoring community events and performances at the highest excellence possible.

The vision of this project is to advance our mission by improving the overall production quality of all performances presented in Ruby Diamond, to improve operational efficiency in production work-flows, and ultimately to continue to facilitate our performances with the most up to date production capabilities possible. Through this vision, the performances at Ruby Diamond will continue to advance economic vitality, advance the education of arts and culture amongst our youth, and preserve the arts and cultural heritage in our community.

Without this project, we may suffer stunted growth in all areas of our vision by lacking the updated audio equipment necessary to facilitate artistic programming in-house. By the reduction of supplemental audio equipment rentals, opportunities for advancement in all facets of our vision will be opened up to the FSU College of Music, to our University and community partners.





C) Inspire Excellence (7,000 maximum characters) (5 Points)

What has inspired excellence, beyond bricks and mortar? How will the project further enable or enhance the artistic or cultural excellence of your program? You may include testimonials of patrons or experts.

Ruby Diamond Concert Hall provides the Tallahassee community with the opportunity to experience cultural events at a level equal to offerings presented in premier performing arts centers across the world. Within the last few years alone, artists such as Yo-Yo Ma, Renee Fleming, Wynton Marsalis, Itzhak Perlman, Diana Krall, Patti Labelle and Tony Bennett have performed on the Ruby Diamond stage.

In order to maintain this level of artistry presentation to our campus, immediate community and surrounding region, the concert hall must maintain its level of production excellence. Touring artist production teams have come to expect in a venue such as ours. Funding of this project will allow Ruby Diamond to acquire equipment most venues have in house to assist visiting artists and production teams.

The excellence of Ruby Diamond Concert Hall as stated by World-Class performers:

Music legend Tony Bennett on performing in Ruby Diamond:

"It's adorable, I wish they were all like this," Bennett said of Ruby Diamond Concert Hall at the soundcheck interview with Tallahassee Democrat. "This city should never change this theater because it's absolutely perfect. This is the way I like to play. Most performers these days play for 25,000 people, I don't like that. It's too impersonal. ... This way it is nice and acoustical. Everybody gets a personal shot at what we're doing."

Retrieved from:

<http://www.tallahassee.com/story/news/2016/02/13/tony-bennett-magnificent-opening-nights/80367626/>

Opera Superstar Renée Fleming on performing in Ruby Diamond:

"I love playing halls this size," Fleming said backstage in a dressing room during a rehearsal break during an interview with the Tallahassee Democrat's Mark Hinson. "It completely jazzes me to have that close rapport with the audience. In opera, you've got a hundred layers between you and the audience. Here, you can see the people. I can see the people and their faces. There's an authentic communication going on."

Retrieved from:

<http://www.tallahassee.com/story/entertainment/2015/10/15/superstar-rene-fleming-takes-test-drive-tso/739965>

The excellence of Ruby Diamond Concert Hall as stated by our University and Community partners (full signed letters of support can be found in the attached support materials):

Tallahassee Community Chorus Board President, Jan Smith:

"The Tallahassee Community Chorus wholeheartedly supports the award of funding via the above-referenced grant to upgrade the audio system in Ruby Diamond Concert Hall. In addition to its function as a performance venue and auditorium for the University, the Florida State University College of Music's concert hall has, in our opinion, become the de facto performing arts center for this community.

We deeply appreciate the top-notch professional support we receive from the FSU College of Music and the staff and crew of Ruby Diamond Concert Hall for all of our concert performances. The College of Music's dedication to community engagement provides a first-class performance hall to this community and its application for matching grant funding is more than worthy of this community's support. We appreciate the opportunity to lend our support to the grant application and would urge the grant panel's approval of an appropriate award."

Tallahassee Symphony Orchestra Executive Director, Mandy Stringer:

"The College of Music is a vital partner to the Tallahassee Symphony Orchestra, as not only is our ensemble populated with faculty and students from FSU, but we regularly perform concerts in Ruby Diamond Concert Hall.

Each of our Tallahassee Symphony Orchestra concerts are recorded for rebroadcast on WFSQ radio for and archival purposes. The audio enhancements/updates that the College of Music is requesting funding for will directly benefit these efforts.

Ruby Diamond Concert Hall is a superb space that, in my opinion, deserves state-of-the art audio equipment to match its excellent acoustical qualities."

Opening Nights Executive Director, Chris Heacox:

"As the Director of Opening Nights Performing Arts at Florida State University, I support to the fullest extent the grant request for the Ruby Diamond Concert Hall technology and audio reinforcement capital grant impacting all artists and patrons at Ruby Diamond Concert Hall.

This grant will support Ruby Diamond Concert Hall in continuing to provide our university, community, and visiting artists the greatest experience for all participating in the performing arts. A new front of house console, new power distribution, computers, and additional sound reinforcement items are critical in the continuing needs of all who utilize this performance space. Please know, that the majority of performances from the campus and community currently have to rent additional equipment for their performances. This grant will assist those organizations on limited budgets, by having the "house" be able to supply these critical infrastructure upgrades.

Upgrading the items listed above and in the grant will assist the campus and community in upholding Ruby Diamond Concert Hall as one of the greatest artistic assets in the Capital area and beyond as told to me directly by artists such as Yo-Yo Ma, Wynton Marsalis, and Tony Bennett."

III. Facility

A) Process/Design & Planning (9,000 maximum characters) (15 Points)

Include:

- Process/Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- A timeline of project milestones; include start and end date and key points in between.

Process/Design Planning – project scope

When the FSU College of Music embarked on the renovation of Ruby Diamond Concert Hall in 2008, a design process was put into place. This design process was broken up into phase planning with an end goal of providing our patrons with the highest quality experience in all aspects of production including components such as audio, video, lighting, stage design, and physical comforts such as seating.

At this stage of our facility phase planning, Ruby Diamond is in need of updating its audio distribution and network routing capabilities to further enhance production values. This will enable a shift from Standard Definition to Hi-Definition audio production in the live concert arena as well as in the recording/broadcast environment.

To take this next step, Ruby Diamond is in need of strengthening its interoperability by tying all of the audio services together with routing hardware and software to provide advanced distribution techniques. These upgrades will streamline the work-flow for operational efficiency thus saving time, labor and production costs for our University and Community partners.

How have you addressed environmental features and sustainability?

While costs are high in the initial stages of deployment, the FSU College of Music has determined the initial high investment is necessary in order for us to achieve a high standard of growth. In addition, a plan has been put in place to maintain and sustain the investment in audio enhancements and upgrades by allocating equipment maintenance fees within our budget. Ruby Diamond's full time personnel is also dedicated to sustain and maintain the equipment on the daily basis of operation.

Necessary components from consultants

For this particular project, there is no consultation required due to Ruby Diamond's qualified full time staff. Ruby Diamond's staff have overseen several prior projects of this nature.

As a Florida State University entity, the FSU College of Music is required to stay within the University purchasing policy guidelines. One of these guidelines is to work with preferred vendors, which are known and trusted by our full time staff. Our projects are crafted alongside our preferred vendors to generate a concept and design that best meets the needs of the concert hall. After the careful concept and design phase, we scrutinize the planning and implementation of the project to ensure a successful outcome within strict time-frames.

Estimates

Quotes and bids attached. Items highlighted in red are those which we are requesting supplemental funding for. Please note some quotes are for custom designed products from specific manufacturers.

Programmatic square footage

Spreadsheet from Gilchrist, Ross, Crowe Architects attached to this document which demonstrates the square footage of Ruby Diamond Concert Hall in its entirety.

Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.

Qualified Project Team

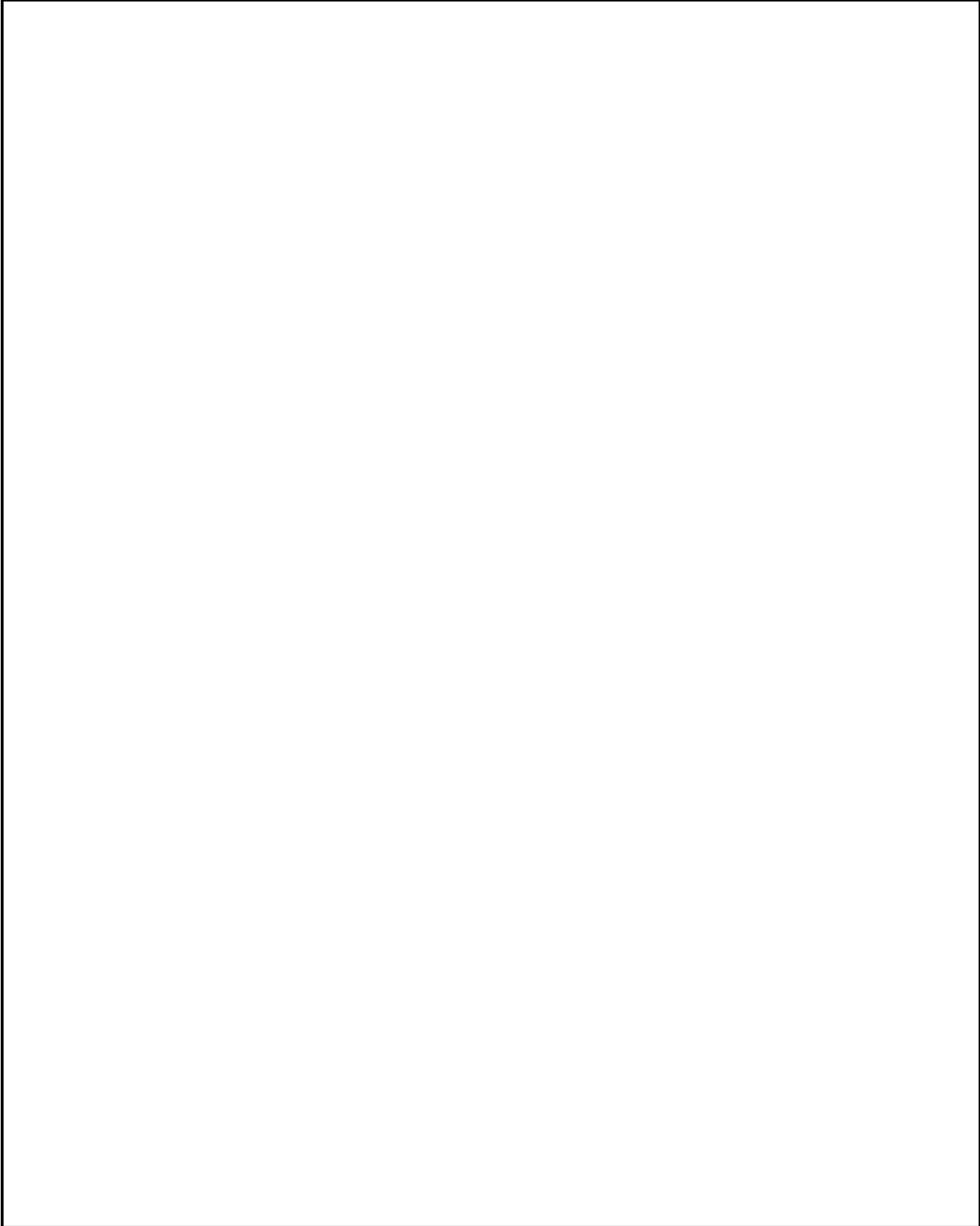
Our project team consists of a highly educated, qualified and veteran staff who have overseen prior projects of this nature for Ruby Diamond Concert Hall and other venues on campus. A listing of the project installation team along with their qualifications are attached to this document.

Project Preparation

Significant research and consultation with our University and community partners has determined the specific audio production needs of the venue. Funding has been secured through University allocated funds for half of this project and with supplemental match funding, we will reach our goal.

Timeline of Project Milestones

After funding is secured, equipment will be ordered, installed and thoroughly tested within an eleven month period. Time of installation will range per equipment specifications. Anticipated project begin date is August 1st, 2016 and estimated end date is June 30th, 2017.



B) Quality (5,000 maximum characters) (15 Points)

Describe how the design, materials, longevity, and installation of your proposed project will contribute to your organization's goals and impact.

Design

The design of the audio enhancements and upgrades will strengthen Ruby Diamond Concert Hall's core audio infrastructure. Furthermore, the installation will open new doors for advanced work-flows while raising production quality, and adding services offerings to all of our user groups. Overall, the design of the project will maximize operational efficiency needed to complete large scale tasks in reduced time frames and will reduce the of audio equipment rentals needed currently to supplement our artistic programming.

Materials

Below is a list of the proposed materials associated with this project:

Audio Console: The new audio console will increase sample rate bit depth, will increase audio inputs/outputs and will allow for HD audio routing opportunities for all facets of audio production. The new console will benefit live, recorded, and broadcast events and performances. It will also facilitate higher quality broadcast and archival recordings which will increase the quality of our demographic impact.

Longevity: 10+ years.

Power distribution: Will allow for streamlined work-flows and safe efficient management of audio power for large live performances. Will keep the stage clutter free and safe for performing artists and staff.

Longevity: 20+years.

Microphone Splitter Modification: Will allow for increased flexibility of audio routing between long distances and multiple locations reducing redundant tasks thus improving operational efficiency.

Longevity: 20+years.

Front Fill Speakers: Will supplement Ruby Diamond's existing audio system with front fill speakers to cover the pit seating area. The front fills are needed to fill in "sound holes" or "gaps" in our sound coverage. The pit seating area is prime "sponsor" seating and the front fills will allow for high quality sound coverage to match what the balcony and center seating areas receive through our audio system.

Longevity: 10+years.

Computers: To support the halls core audio infrastructure. The new console will need computers to record and run software for routing and system analyzation; recording and video/image magnification (WFSU and WFSU-FM broadcasts). Frequency analysis will also run on computer systems. New iPads and laptops will provide essential remote control of audio systems and efficient work-flows as one person can remote control components in other parts of the venue.

Longevity: The estimate of computer hardware and software longevity is to last a span of **5 years** with heavy usage and per FSU College of Music IT guidelines. The estimation is based upon technology systems constantly being optimized for efficiency and faster processing power. Software will be upgraded annually by the FSU College of Music.

Installation

The installation of the audio enhancements and upgrades will affect the overall production quality of performances presented at Ruby Diamond Concert Hall. Patrons will continue to experience performances at the highest level of production possible. The installation will also support the overall operational efficiency while reducing the daily production needs. The production staff can leverage the results of the investment in audio enhancements and upgrades by continuing to simplify efficiency and standardize our production model to match world class venues such as ours across the world.

IV. Management & Budget

A) Operational Readiness (4,500 maximum characters) (10 Points)

Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project, to demonstrate the project readiness.

The FSU College of Music has received and allocated funds for purchase of the new audio console. Match funding is needed to supplement the cost of additional audio enhancements explained in this document. All contingency associated with this project will be included outside of the project budget and will be covered by the FSU College of Music.

For the new audio console, we have identified a viable solution in the Avid S6L live mixing and recording console. Our project manager, Mike Shapiro, has attended audio manufacturer conventions to evaluate and consult with product specialists to ensure successful integration with Ruby Diamond's current infrastructure. Once the console is purchased and shipped to RDCH, our production staff will integrate the new technology into our current infrastructure within an estimated fourteen days. After the installation, the console will immediately be available for performances and recording sessions. No paid consultation will be needed for the installation.

Prior to and concurrent to installation, training documents will be generated for staff members. These documents will cover the tools, tasks and techniques necessary to implement the new console within the production work-flow of the venue. The RDCH production staff will also conduct hands-on training workshops every semester for our student workers. These workshops will teach intermediate concepts in addition to advanced techniques.

For the additional equipment enhancements and upgrades, our project manager, Mike Shapiro has worked with our preferred vendors to design custom applications which specifically address Ruby Diamond's current and future audio production needs. For non custom items, we have received multiple bids to ensure competitive pricing.

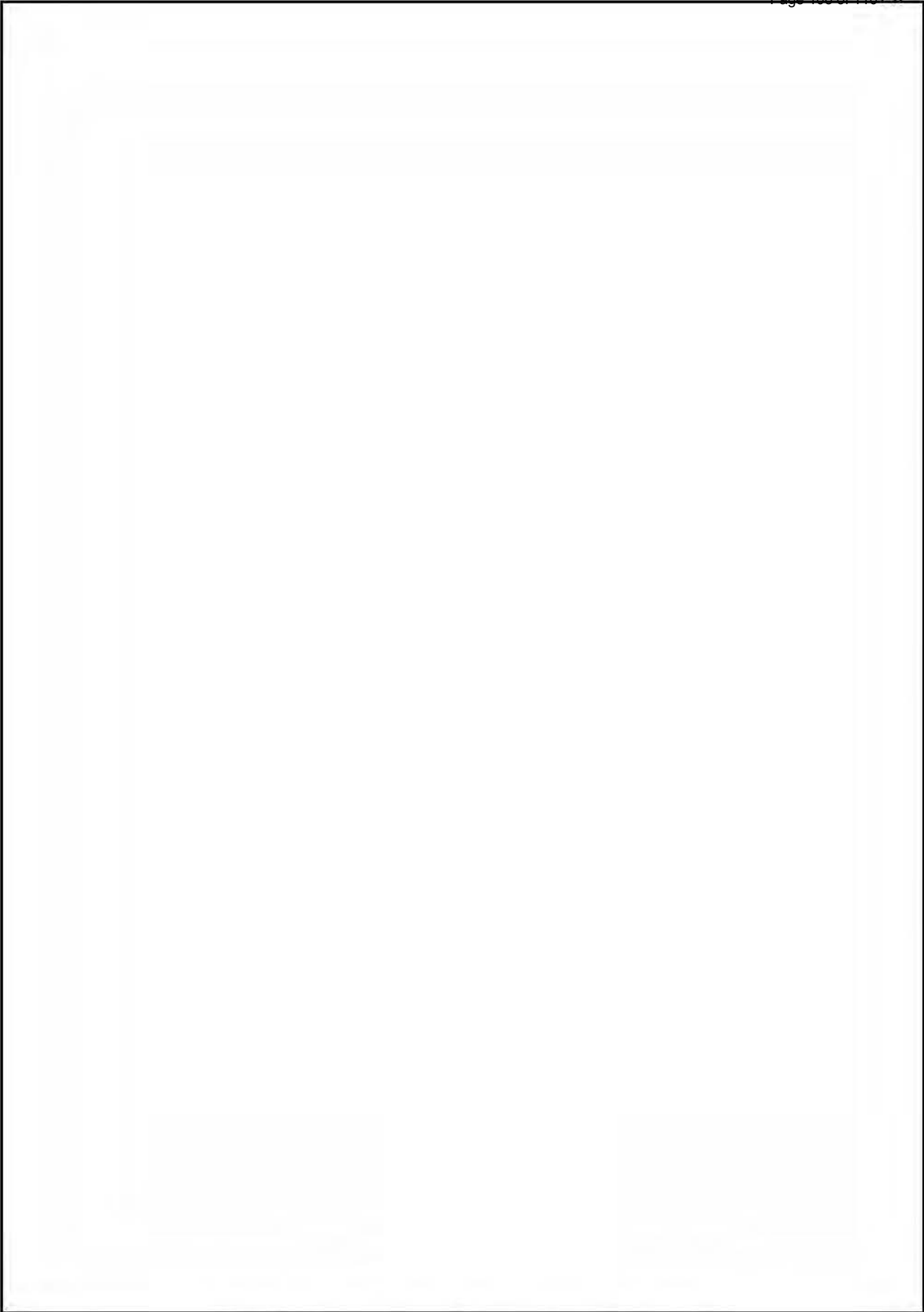
Required Attachments –Upload each of the required documents in separate folder marked “Attachments”:

- a) Minutes from the organization’s board meeting** authorizing the project for which applicant is applying. (500 char. Response +1MB upload)
- b) Board of Directors, including officers** (+1MB upload)
- c) Project Team, including key staff** involved with project (+1MB upload)
- d) Form A, Five (5)-year Operating Forecast**
- e) Form B, Project Readiness**

B) Financial Readiness -- Forms & Financial Position (15 Points)

Please include in attached folder labeled “Attachments” :

- a. Form C: Certification from Professionals** – Architect, Engineer and Contractor – **IF** no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)
 - b. Form D: Project Budget – Summary** (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)
 - c. Form E: Matching Funds & Matching Funds documentation** - \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload) match (statement of value and service to be provided)
 - d. Audit and Form 990** - from most recently completed fiscal year
 - e. Financial Statements-** Current year-to-date (if audit is more than 1 year old) -- both Balance Sheet and Statement of Income & Expenses from same reporting date.
- **NOTE:** A report will be provided to panel that confirms match & backup documentation.



B) Care & Stewardship (3,000 maximum characters) (5 Points)

Please include a Care and Maintenance plan, your resources dedicated to maximizing the useful life, and the ability for the project to last into the future

Under the FSU College of Music's management, Ruby Diamond Concert Hall has gone through a \$38 million dollar renovation. The renovation was overseen by the FSU Facilities Design and Construction Department whose mission is to "envision, create, maintain, and manage an optimum physical environment at Florida State University." Although this project will not specifically involve University Facilities, the University has strong history of facility care and maintenance for Ruby Diamond Concert Hall through the FSU College of Music and University centralized resources.

For this project, annual equipment maintenance and software upgrades will be funded and overseen by the FSU College of Music. Specifically the Ruby Diamond budget will allocate funds towards equipment maintenance and software upgrades. These funds will be fed from allocated state funds and revenue from performance hall rentals. Our highly qualified full time staff and project team will oversee the maintenance of the audio equipment upgrades and enhancements on a daily basis.

Care & Stewardship Required Attachments– *Upload each of the required documents in separate folder marked “Attachments”:*

- ***Long-range or strategic plan*** (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)
- ***Proof of Ownership, Lease and/or sublease*** with remaining term from date of application, includes all addendums. (1,000 maximum characters +3MB upload)
- ***Support Materials (photos, tables, studies, statistics, and documents) (Optional):3MB upload maximum***

CULTURAL FACILITIES MATCHING GRANT PROPOSAL FY16



Administered on behalf of Leon County



FY16 Cultural Facilities Matching Grant Program Guidelines

Table of Contents

Purpose of Program	3
Basic Eligibility	3
Facility Eligibility	3
Grant Requirements	4
Unallowable Expenditures for Grant Program Funding	4
Allowable Matching Funds	5
Match Requirements	5
Restrictions of Matching Funds	6
Matching Funds Documentation	7
Funding Requests and Limitations	8
Project Types Allowed	8
Changes in Project Scope or Venue	8
Project Extensions	9
Land and Lease Requirements	9
Lease Checklist	10
Administrative and Reporting Requirements	11
Encumbrances and Expenditures	11
Funding Acknowledgement	11
Indemnity, Safety, and Insurance Requirements	11
Financial Reporting	13
Panel Meeting	14
Scoring, Ranking, and Funding	15
Grant Panelist Evaluation Rubric	15
Payment Schedule	16
Definitions	17
Appendix: Sample Application and Reporting Forms	24

CULTURAL FACILITIES MATCHING GRANT PROGRAM GUIDELINES

PURPOSE OF THE PROGRAM

To offer support and funding for renovation, new construction, or acquisition or equipping of cultural facilities located in Leon County or the City of Tallahassee.

A **Cultural Facility** is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

BASIC ELIGIBILITY

All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

- 1) Be physically located in the City of Tallahassee or Leon County, Florida.
- 2) Be a non-profit, tax exempt Florida corporation according to these definitions:
Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes;
Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and
Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.
- 3) have provided at least 3 years of year-round arts or cultural programming in Leon County.

Applicant organizations who are awarded funding through the Cultural Facilities Matching Grant Program will not be eligible for program funding in the fiscal year immediately following their grant award.

FACILITY ELIGIBILITY

The applicant's venue for the proposed project must be located in Leon County, and *by the application deadline*, must be one of the following:

- An auditorium that is owned and operated by a government entity;
- An auditorium that is owned by a government entity that is leased to a not-for-profit organization for operation as an auditorium open to the public;
- An auditorium that is subleased from a government entity to a not-for-profit organization for operation as an auditorium open to the public;
- A museum that is owned and operated by a government entity;
- A museum that is owned and operated by a not-for-profit organization and open to the public.
- A museum that is owned by a government entity that is leased to a not-for-profit organization for operation as a museum open to the public.

GRANT REQUIREMENTS

All applicant organizations must:

1. Own or have an executed lease for the undisturbed use of the land or buildings for a period of no less than 10 years (or both). Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.
2. Retain ownership of all improvements made under the grant. Exception: Unless land or buildings or both are publically owned and leased to an eligible applicant.
3. Provide an organization operating budget showing total revenue and support for the last 2 completed fiscal years. Organizations must also provide a 5 year budget projection.
4. Provide a digital file reduction of current architectural plans (This is required for new building projects. Encouraged for all other applicants.)
5. Provide support letters indicating project impact and worthiness (5 letters or fewer)
Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at www.nps.gov/history/hps/tps/tax/rhb/.
6. Have at least 25% of the total matching funds confirmed by the application deadline. The applicant must have 100% of the matching funds confirmed before grant funding will be disbursed.

Applicants can only have one "open" cultural facilities grant at a time.

UNALLOWABLE EXPENDITURES FOR GRANT PROGRAM FUNDING

No Facilities project expenditures will be allowed for the following, from COUNTY funds or from matching funds:

1. General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).
2. Costs associated with representation, proposal, or grant application preparation.
3. Costs incurred or obligated before project timeline approved in the grant process. (See exceptions on p. 5 under "Allowable Matching Funds")
4. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any County agency.
5. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
6. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.

7. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
8. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
9. Re-granting, contributions, and donations or endowment contributions.
10. Feasibility studies, architectural drawings or operational support.
11. Expenditures for space rental, improvement, or maintenance not specifically identified with the project.

ALLOWABLE MATCHING FUNDS

There are five types of allowable matches.

- Irrevocable pledges
- Documented in-kind contributions
- Prior eligible expenditures directly related to the project and made within 2 years prior to the application date
- A portion of the value of the land or building directly used for the grant project
- Cash on hand (Liquid Assets)

At least 25% of match must be cash-on-hand. No more than 50% of the match may be irrevocable pledges or in-kind contributions.

Volunteer hours may not be used as in-kind unless they are providing professional services. For example, a plumber or carpenter may provide in-kind as a skilled trade professional, but not as a general volunteer for the organization.

In-Kind contributions by the applicant are **not eligible** for match.

For further details, see “Match Requirements” and “Restrictions on Matching Funds” below.

MATCH REQUIREMENTS

- Match must be at least 1:1, or one applicant dollar for every one County dollar requested.
- Matching funds **must be specifically related to the project for which grant funds are being requested.**
- Required documentation for the match is listed below and on the application.
- **Match must be 100% complete and confirmed at the time of grant award.** Applicant must have at least 25% of total match confirmed by the application deadline.

1. **Cash-on-Hand.** At least 25% of the match must be cash-on-hand (not merely pledged) and dedicated to the project before grant funding may be released. (Example: if match is \$1,000, at least \$250 must be cash-on-hand). Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match. Cash-on-hand may be documented by submitting a grant award confirmation, or an account statement that shows the availability of the cash, accompanied by board minutes or an executive director’s statement attesting to the approved use of those funds—free from restrictions, liens—are dedicated to the proposed project, or an award letter for a government appropriation.

2. Irrevocable Pledges. Irrevocable pledges of cash payment must be received and obligated by the end of the grant encumbrance period of 21 months). Pledges must be documented in the following manner:

- a) Name of person or organization making the pledge;
- b) Date and Amount of the pledge;
- c) When the pledge will be paid (must be paid by end of the grant encumbrance period); and
- d) Intent of the donor for use of the funds must be confirmed to be specifically for the proposed project.

Only pledges that are auditable are acceptable.

No more than 50% of the total match may be irrevocable pledges and/or in-kind contributions.

3. In-Kind Contributions. Sources of in-kind contributions must be itemized at the time of application, and the goods and services received and utilized by the end of the grant encumbrance period. In-kind contributions must be dedicated to the project and will be accepted toward match if received and utilized within the proposed project period dates and/ or by the end of the grant encumbrance period. Itemized in-kind contributions must include the following information:

- a) Name of person or organization making the in-kind contribution;
- b) Date and Description of goods and services donated; and
- c) Fair market value of the in-kind contribution, including total value of the goods and services, amount to be donated, and the basis for the determination.

4. Prior Expenditures. Prior expenditures directly related to the project may be accepted toward match if made within two (2) years prior to the application date. Itemized prior expenditures must include the following information:

- 1) date and description of expense
- 2) brief explanation of purpose of expense and how it relates to grant project

5. Land or building. Up to 10% of the value of the land or building specifically used for the grant project can be counted toward match. The land or building may be appraised for the purposes of the match. However, the cost of the appraisal may not be counted towards the match. Applicants may use an appraisal or the organizational audit or 990 to demonstrate the value of the land or building applied towards the match.

RESTRICTIONS ON MATCHING FUNDS

- Funds that are for General Operating Expenses (i.e. the Un-restricted column on the Statement of Activity page of the organization's audit) will not be allowed.
- Revenue from bond issues that have not been passed at the time of application will not be acceptable as match. Cash proceeds must be received and expended by the end of the grant period.
- Revenue from grants that have not yet been awarded will not be acceptable as match.
- Fundraising costs will not be acceptable as match.
- Legal fees or taxes will not be acceptable as match.
- Matching funds will be designated only to the project phase presented in this application and may not be used in previous or succeeding applications.
- Matching funds may have been expended prior to the execution date of the Grant Award Agreement; as long as they are clearly a part of the project described and can be documented and as long as they are made within two years prior to the application

date. However, at least 25% of the matching funds must be confirmed by the application deadline.

- Interest paid on mortgage. The interest paid on the mortgage is considered to be the "cost of doing business," and may not be used as match.
- Building or Land as match:
 - The value of buildings or land not owned by the applicant may not be used as match.
 - The building or land must have been intended for the grant purpose at the time of purchase or acquisition.
 - A building or land used for the grant project may be appraised for purposes of the match. The cost of the appraisal cannot be counted toward the match. Only 10% of the portion of the land or building directly used for this project may be counted towards the match.
 - Owner must live in Leon County
 - Must have unrestricted use of the building or land for at least 10 years
- Loans may not be used as match. Only unencumbered equity may be counted as match.
- Funds from any State of Florida agency may not be used as match for this program.
- In-Kind Contributions by the applicant are **not eligible** for match.

MATCHING FUNDS DOCUMENTATION

- Prepare all Matching Fund documentation within a single PDF, if possible.
- If there are multiple Matching Fund documents, attach them in the order in which they are listed on the Match Form, or include a cover listing of all the documents included.
- Identify any Matching Fund documentation clearly, especially if it is not immediately clear who or what they are funding.
- Matching documentation must be included if you indicate it as "confirmed" on the Match Form.
- Matching Funds Confirmation requires audit-ready documentation, such as:
 - Grant award letters, written or emailed pledge to support the project, sponsorship agreements, etc., which includes:
 - Donor/Company,
 - Contact information,
 - Amount of the contribution/award,
 - Date by which the contribution, award, or pledge will be paid, and
 - **Use or purpose for the funding--must be intended specifically for the project.** If the document indicates general support for the organization and does not specify the project, you must submit accompanying letter from the executive director as in "Applicant Cash" item, below.
 - Must include any restrictions on the funding, such as: approval process, acknowledgement requirements, specific materials of value such as tickets, advertising space, etc.)
- A notice of intent to consider support for the project does not qualify as confirmed, but may be included to show potential or pending matching funds. Indicate these in the "unconfirmed" column on the Match Form.
- Applicant Cash – If using applicant cash to support a project, the documentation must include: the amount, the availability of that amount to be used specifically for this project, that the amount is free and clear from liens or other use restrictions, and that it has been dedicated specifically to this project, as approved by the applicant organization's executive director, or an officer of the Board of Directors.

The applicant's recent financial statements (as submitted with the application) should support this availability of funds from Applicant Cash.

- Documentation of In-Kind support must be included in the project plan narrative, budget, budget detail and match forms in order to reflect the total cost of the project. It is recommended to document all forms of In-Kind support for the proposed project, whether or not used as Matching Funds.
- Matching Funds Confirmation of In-Kind Support requires documentation, such as: pro-bono value statements (from the providing source); statement of contributed item and value, volunteer hours (statement includes name, contact, service to be provided, number of hours, rate and total value of service(s), etc. As with all matching funds, the contribution or donation must be specifically for the project.

FUNDING REQUESTS AND LIMITATIONS

- Applicants may apply for a maximum funding request of \$100,000. The minimum allowable funding request is \$5,000.
- Funding Request must be no greater than 50% of the total eligible budget costs for the project.
- Organizations may only submit a single application per year.
- Applicants who are awarded funding through the Cultural Facilities Matching Grant Program will not be eligible for funding in the fiscal year immediately following their grant award.

PROJECT TYPES ALLOWED

- **Acquisition** – land/building purchase
- **Construction** – a. New building (ground up building construction), or
b. building addition resulting in air conditioned square footage by 25% or more
- **Renovation** – repair, addition, or alteration of a building/property
- **Equipping** – outfit or return a property to a state of utility through replacement of capital fixtures and equipment; including fixtures, furnishings and equipment that will replace, increase or alter to enhance technology, make possible a greater capacity, or make more efficient use of the space.

No “bundling” of items. Proposal must be for one proposed project only. Trying to include more than one stand-alone project to make a bigger project for the proposal is discouraged. All elements of the project shall be integrated into the proposed project scope.

No multi-year requests. All new requests will be single-phase projects. Single Phase Projects are defined as those which will be completed within 21 months after grant funds are available.

CHANGES IN PROJECT SCOPE OR VENUE

Anything that substantially reduces the scope or character of the funded project is not allowed.

Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle.

Any material changes in project scope or of a variance of 20% or more of total budget **or any one line item**, must receive approval by COCA *in advance* in order to receive further funding.

PROJECT EXTENSIONS

Grant period extensions may be requested by the applicant. An extension of the completion date must be requested at least 30 days prior to the end of the grant period. COCA may approve extensions not to exceed 120 days for any project unless the Grantee can clearly demonstrate extenuating circumstances.

An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

To request an extension, grantee must submit written request to COCA at the earliest possible date, or at least two (2) months in advance of the project end date. Request must include: project title and brief description, award amount, requested amount of time for extension (number of days/months) and explanation for extension request. The request must include any project scope changes and budget impact related to the extension.

The extension request will come before COCA for consideration. If approved, the grant is considered in "current" standing. The length of time awarded by the approved request extends the project grant period accordingly, and a contract amendment will be issued. If any follow-up information is requested, this becomes part of the grant requirements and must be completed to maintain current status.

LEASE AND LAND REQUIREMENTS

Applicant organizations must document ownership or undisturbed use as follows:

1. **Legal proof of unrestricted ownership of land and building.** Unrestricted shall mean unqualified ownership and power of disposition. Property that does not meet the unrestricted ownership criterion will not be eligible for match. Documentation may include a deed, title, or copy of a recent tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership.

OR

2. **Undisturbed use of property for a specific period of time.** This specific period of time must begin no later than the deadline date for the application in which funding is requested, and must continue for the minimum period of time required according to the Project Scope. For building renovation or construction, the remaining lease term must allow for a minimum of ten (10) years' public access to the facility, under normal operating hours, beyond the completion date of the proposed project.

Documentation must include:

- an executed copy of a lease with applicant, and
- a written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both.

***Important:** The length of the lease is measured from the remaining term as of the date of application. Provisional extensions to meet the minimum lease requirement are not acceptable. All original and executed lease extensions must be submitted with the application.

LEASE CHECKLIST

CHECKLIST FOR LEASE

THE FOLLOWING CHECKLIST WILL INDICATE THAT THE AUDITORIUM OR MUSEUM IS ELIGIBLE TO APPLY FOR THESE FUNDS IF ALL THE ITEMS BELOW ARE TRUE.

- The underlying fee simple ownership will be by a government entity, who will be the Landlord under the Lease.
- The Lease may provide a right to the Tenant to construct improvements, but for said constructed improvements and other improvements on the property, they cannot be materially modified without the approval of the Landlord. The Lease may authorize the Tenant to apply for TDT Dollars to be used for improvements and other authorized project-specific expenditures under the TDT guidelines.
- The Tenant must maintain in all respects the improvements and deliver them to the Landlord at the end of the Lease in the same condition as when constructed, reasonable wear and tear accepted.
- If the Tenant is dissolved, that will constitute a default under the Lease and terminate the Lease with any improvements reverting back to the Landlord.
- During the term of the Lease, the Tenant may show the value of the improvements on its books, with a note that upon termination, those improvements revert to the Landlord.
- The use by the Tenant for the property and improvements must be agreed upon and will be restricted to a cultural facility use (see "Definitions and Terms"). Tenant may not assign its rights under the Lease without Landlord's approval and the use may not change without Landlord's approval.

CHECKLIST FOR SUBLEASE FROM GOVERNMENT ENTITY

THAT IN TURN IS LEASING FROM A PRIVATE SOURCE

When a museum or auditorium building is owned by a not-for-profit organization but situated on land owned by a private source that is leasing to a government entity that is subleasing to the applicant not-for-profit ...

- The term of all Leases and subleases must be for a required number of years, at least equal to the useful life of any improvements to be constructed by the Tenant.
- Language in the Lease Agreement that assures us that auditorium or museum usage will remain for the length of the lease.
- Language in the lease that states that the government entity will become responsible for maintaining the auditorium or museum should the nonprofit default on the lease.

For Acquisitions only

Acquisition applicants will be considered exempt from this ownership eligibility requirement. If the application is for an acquisition, the applicant must provide a description of the facility, purchase price, and a letter of intent to sell signed by the seller. Remember, the County will not reimburse the grantee for an expense that was incurred prior to the execution of the Grant Award Agreement. Therefore, the purchase of (closing on) the property or facility (an expense) may not take place prior to the execution of the Grant Award Agreement.

ADMINISTRATIVE AND REPORTING REQUIREMENTS

If a grant is awarded, recipients shall enter into a contractual grant award agreement with Leon County through its fiscal agent, COCA, that specifies the applicant's responsibilities. The applicant shall comply

with the administrative and accounting requirements set forth in the grant award agreement, which include but are not limited to:

1. Submission of interim reports at six-month intervals (at a minimum) and a final grant report.
2. The Grantee shall maintain an accounting system that provides for a complete record of the use of all grant and matching funds, including:
 - (a) Establish an accounting system that records project expenditures by using the same expense categories as those in the original application.
 - (c) All project documentation must be kept current, and accessible to COCA or Leon County, upon request, and retained for a period of five (5) years after the project and grant reporting requirements have been completed.

ENCUMBRANCES AND EXPENDITURES

Grant recipients must encumber (commit or contract for) all County dollars for the length of the grant period. County funds may not be encumbered or expended prior to the signing of the Grant Award Agreement by all parties.

FUNDING ACKNOWLEDGEMENT

For projects funded wholly or in part by this grant, Applicant organizations must acknowledge COCA, the City of Tallahassee, and Leon County in signage and media, including digital communications and websites and programs, publications and other printed materials.

Acknowledgment will include the County's, and COCA's logo **and** use of the following statement, as best suited to the collateral design, and at a size that is legible.

Verbiage for acknowledgment is as follows: "This project is funded in part by Leon County Government through the Council on Culture & Arts."

Requests for exceptions to the verbiage or logo compliance may be approved if noticed to COCA in advance of publication deadline.

Acknowledgement to COCA and Leon County must be commensurate with the recognition provided to other contributors and sponsors of the project in any of the following applications:

- a. On a permanent sign constructed on the project site;
- b. On a temporary signage displayed at the construction site; and
- c. In all major publications, printed and digital media

INDEMNITY, SAFETY AND INSURANCE REQUIREMENTS

Indemnity. To the fullest extent permitted by law, applicant will defend, indemnify and hold harmless COCA and Leon County from and against all claims, damages, losses and expenditures, including reasonable attorneys' fees and costs, arising out of or resulting from its activities under the Agreement.

Safety. Applicant will comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

Insurance. Applicant shall provide and maintain insurance coverage throughout the term of the contract, or until the completion of the proposed project, whichever is sooner, of such types and in such amounts as may be necessary to protect against misappropriation of the Program funding and damage

to or destruction of the improvements purchased or constructed with said funding. Applicant or insuring agent will provide certificates of insurance evidencing said coverage, according to the following requirements:

a. Applicant will have in force the following insurance coverage and will provide Certificates of Insurance to COCA prior to commencing project under the Agreement to verify such coverage. It shall be the responsibility of the Applicant to ensure that all its contractors and subcontractors procure and maintain the insurance coverage outlined below for the duration of the project, unless noted otherwise.

i. **Commercial General Liability** - Applicant will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The insurance policy will list COCA and Leon County as an additional insured, with respect to the Commercial General Liability insurance.

ii. **Commercial Automobile Liability** – Applicant will provide coverage for all owned, non-owned and hired vehicles directly related to the grant project for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

iii. **Workers' Compensation**, if applicable – Applicant will provide coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. Coverage is required in accordance with State of Florida statutory requirements.

iv. **Employee Dishonesty/Crime Insurance** – Applicant will provide coverage greater than or equal to sixty-five percent (65%) of the amount of the Cultural Facilities Program funding.

v. **Payment and Performance Bonds** – The contractor shall execute payment and performance bonds in amounts at least equal to the **current project phase amount** (total amount of the proposed project, not including prior expenditures toward the project, nor is it mandated to cover soft costs, which typically include design, engineering, permitting (DE&P) and project administration) in such form and with such sureties as may be acceptable to the Applicant and COCA. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its rights to do business in the State of Florida are terminated, or it ceases to meet the requirements imposed by this agreement, the contractor shall within five (5) business days thereafter substitute another bond and surety, both of which shall be acceptable to the Applicant and COCA. The bonds must remain active throughout all current work related to the proposed project.

NOTE: If an applicant/grantee's project is limited to new equipment installations, a builders' risk or installation floater (inland marine coverage) is acceptable, with the caveat that the policy must include coverage for any damage done to the existing structure caused by the new installation.

vi. **Builders' Risk/Installation Floater** – The contractor shall provide "all risk" property insurance on any construction, additions, and machinery and equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of applicant's final acceptance of said improvements. In the event that the grantee does not work with a contractor on the

funded project, the organization must purchase or add Builders' Risk to their current property program (Commercial General Liability). This is a cost that would have to be incorporated into the grant request. The Builders Risk policy must remain active throughout all current work related to the proposed project and must not terminate until the final acceptance of a contractor's work, all vendors' installations, final release of occupancy, and final acceptance at completion of the project has been made by the applicant.

vii. The insurance coverage shall contain a provision that forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to COCA, or 10 days for nonpayment. (These terms are no longer provided on the ACORD standard industry Certificates of Insurance Cancellation, but shall be included in the policy provisions.)

b. Any exceptions to the insurance requirements in this section must be requested in writing by the applicant and approved by COCA. Such a request should include reasons why the applicant is unable or unduly burdened by the requirement it desires reduced or waived.

c. Compliance with these insurance requirements shall not relieve or limit the applicant's liabilities and obligations under this Agreement. Failure of COCA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COCA to identify a deficiency from evidence provided will not be construed as a waiver of the applicant's obligation to maintain such insurance.

Project Team and Management - Cultural Facilities Funding projects require very specific usage and project management oversight, and frequently necessitate a contractor, or project manager. In the event that a contractor will not be engaged for the project management, it becomes even more critical to provide roles and responsibilities for the project team, organization staff, and Board of Directors, with regard to the project management.

FINANCIAL REPORTING

Financial Statements will be required as part of the application. The following chart shows the financial statements required based on the applicants operating budget (unrestricted operating revenue) for most recently completed fiscal year. Please note: No compilation reports will be accepted for audited or reviewed financial statements.

If your organization's unrestricted, operating revenue for the most recent fiscal year was:

\$1.5 million or greater

You must submit

- a) Form 990,
- b) Independent, certified audit for most recent fiscal year,
- c) AND current year, board-approved financial statements

Between \$500,001-\$1.5 million

You must submit

- a) Form 990 AND
- b) Independent, certified audit, OR
- c) reviewed, financial statements AND current year, Board-approved financial statements

Less than \$500,000

You must submit

- a) Form 990 AND
- b) Independent, certified audit OR
- c) reviewed financial statements, compiled financial statements OR
- d) Self-reported year-end financial statements signed by the organization's treasurer or accountant AND current year- to- date financial statements

PANEL MEETING

An independent panel will meet to discuss the applications and ask questions of applicants, if requested. The grant review panel will be assigned and supported by COCA. Applicants will be invited to attend the meeting to answer questions from the panel. No presentations or updates from applicants will be allowed at the panel meeting. After panel discussion at the public panel meeting, each panelist will finalize their scores and submit them for final data entry and ranking. Panel will hold consensus discussion on final scores, ranking, and funding recommendations.

SCORING, RANKING, AND FUNDING

Scoring. The total possible number of points for a grant application is 105. The grant panel's evaluation will be based on the information contained in the application and required attachments. The panel members' individual ratings will be averaged to determine a final score for each application. Applications receiving a score of 75 or higher will be considered for funding.

Bonus Points will be added to the applicant's average score based on the length of the applicant's length of operation. Such length and points shall be determined from the date of incorporation to the date of the application deadline, according to the following rubric:

- 10 to 15 years – 2 points
- 15 to 20 years – 3 points
- More than 20 years – 5 points

Scoring will be Olympic-style, meaning that the high and low score will be dropped and the remaining scores will be averaged together. Scores will be calculated to the thousandths of a point (example: 85.437). For funding consideration, a final score of 75 or greater is required.

Ranking. A priority list is determined by the rank order of all proposed projects based on the Olympic average score of each application. The number of applicants funded will depend on the amount of the funding pool available, awarding funding to the highest scoring applications, until the pool is depleted. Any remaining partial request amount will be taken into consideration by the panel as they decide the funding recommendation by consensus.

Final approval of ranking and funding recommendations. COCA's Board of Directors and Leon County's Tourist Development Council (TDC) reviews and approves the funding recommendations of the grant panel.

The grant panel will have the flexibility to offer partial funding but not less than 80% of the applicant's request. However, the goal of the program is to fully fund organizations' requests.

GRANT PANELIST EVALUATION RUBRIC

A. Concept (40 Points Total)

- Q1: Need – 20 Points
- Q2: Vision – 15 Points
- Q3: Inspire Excellence – 5 Points

B. Facility (30 Points Total)

- Q4: Process/Design/& Planning – 15 Points
- Q5: Quality – 15 Points

C. Management & Budget (30 Points Total)

- Q6: Operational Readiness – 10 Points
- Q7: Financial Readiness – 15 Points
- Forms & Financial Position
- Q8: Care & Stewardship – 5 Points

PAYMENT SCHEDULE

Reporting and Disbursements Schedule to be determined according to project timeline and draw-down needs, on a project-by-project basis.

- **Report/Disbursement #1 – 25% of award** upon Execution of Award Agreement with required updates
- **Report/Disbursement #2 – up to 65% of award** for 2nd Disbursement (may be more than one Interim report/disbursement, depending on project timeline and project draw-down needs)
- **Report/Disbursement #3 – 10% of award** after close of project, final report, including release of liens and documentation of all project expenditures. **(This is on a reimbursement basis.)**

DEFINITIONS & TERMS

APPLICANT: a public entity, or a not-for-profit corporation that owns or has the unconditional use of the building to be renovated, expanded, constructed, or equipped, and the site on which it is located.

Legal name of the organization directly responsible for the project and having undisturbed use of the facility at the time of application. Make sure that the street address is included if using a post office box for mailing.

APPLICANT CASH (MATCH): This line item is often used to "balance the budget" when expenditures exceed all other revenues listed. For the proposal budget, these are general funds the applicant will dedicate to the project.

APPLICANT'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: Must be provided before funds will be released. This is not a State of Florida sales tax exemption number.

ARCHITECTURAL/DESIGN SERVICES: Amount paid (or documented in-kind) for total services involved with project. These may include design work, schematics, design development, bidding and negotiation, consultant services, and contract administration by the architect.

ASSETS: (see CAPITAL FIXTURES AND EQUIPMENT), items that become affixed to the facility, that add to the value of the facility, and are depreciated over the useful life of the item(s). "Bricks and mortar" refers to purchase of (acquisition), building of (construction) or improvements (renovation or equipping) to the facility. Design and architectural services, feasibility studies, permitting fees, and expenditures of staff for coordination with contractors, preparing bids or rebidding, are often expenses of a facility improvement—considered "soft costs"—but are not assets.

AUDITORIUM: a facility open to the public constructed for the purpose of serving public gatherings, including but not limited to performances and concerts.

BUILDING ACQUISITION: Amount paid by the applicant for purchasing an *existing building* involved in the project, or documented in-kind value. Use the acquisition date value.

The following restrictions apply:

- 1) Must be applicant-owned, or to be acquired as part of the grant.
- 2) Lease value not eligible for match.
- 3) Must be considered "secure and dried-in" to be valid for building acquisition through Cultural Facilities.

CAPITAL FIXTURES AND EQUIPMENT: fixtures and equipment that add to the value or useful life of property with a useful life of at least five years. Generally, capital equipment must be deducted by means of depreciation, amortization or depletion. Capital equipment includes machinery or betterments of a long-term nature. Expenditures that keep property in an ordinarily efficient operating condition and do not add to its value or appreciably prolong its useful life are not capital expenditures. Non-capital expenditure repairs include services such as repainting, tuck-pointing, mending leaks, plastering and conditioning gutters on buildings.

CAPITAL IMPROVEMENT: for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

CONFIRMED MATCHING FUNDS: resources presently available to designate to the project for which funding is requested (including cash the applicant has on hand, irrevocable pledges, in-kind services, donated services, materials, and other donated assets). Required match amount is one applicant dollar for every one grant dollar. Match is considered confirmed through the completion of the required Match Summary form.

CULTURAL FACILITY: for purposes of this application, an auditorium or museum.

CONCRETE: May include cast-in-place concrete, architectural cast-in-place concrete formwork, structural precast concrete, and special concrete toppings and finishes.

CONSTRUCTION OR NEW CONSTRUCTION: a new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

CONVEYING SYSTEMS: May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.

CONTINGENCY: An amount budgeted for unanticipated expenditures (i.e., materials, equipment, labor, cost overruns, etc.) based on a percentage of the total expenditures; recommended to budget five (5) percent.

CORPORATE SUPPORT: Cash support derived from contributions given for this project by businesses, corporations, and corporate foundations, or a proportionate share of such contributions allocated to this project.

CULTURAL FACILITIES FUNDING (this grant request): Enter amount requested from the County on this line.

DOORS AND WINDOWS: May include steel, wood, glass, and aluminum doors; frames; automatic or revolving doors; steel, wood, glass, and aluminum windows; decorative or mirrored glass, and door and window hardware.

ELECTRICAL: May include wires and cables, transformers and switchgear, panelboards, fuses, disconnect switches and circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems, and lighting control equipment.

ENCUMBRANCE PERIOD: the 21 month period between June 15, 2016 and February 15, 2018, during which TDT dollars and match dollars must be obligated to pay for project expenditures.

EQUIPMENT: May include such items as theatre and stage equipment (i.e., fly systems, lighting instruments, stage drapes, and projector screens). Note: Do not include expenditures for office equipment.

EQUIPPING: the project will outfit a property to a state of increased utility or returning a property to a state of utility through replacement of capital fixtures and equipment; includes fixtures, furnishings, and equipment (FF&E) that will replace, increase or alter to enhance technology, make possible a greater

capacity, or make more efficient use of the space. May include theatre and stage equipment (fly systems, lighting instrumentation, drapery, projector screens), and specialties such as built-in storage units, signs, etc., (see Capital Fixtures and Equipment, Equipment).

Furniture & Office equipment are not allowable expenses with grant funds; and may be matching fund expenditures **only if directly related to the project.**

EXISTING BUILDING (see PROJECT): a building that is considered *secure and dried-in* is eligible for acquisition, renovation or equipping grant requests.

EXPENSES: Costs related to purchases of services, furnishings or equipment; or staff time for project coordination, items paid in current fiscal year; versus expenditures which may be capitalized, and are recorded as an asset and depreciated over time.

FACILITY OWNERSHIP OR LEASE; WHO OWNS THE LAND AND BUILDING? The question of ownership of the facility to be constructed or renovated must be addressed here. If the facility is being leased, the lessor must be named and the length of the lease must be disclosed. If the application is for the acquisition of a building, clearly indicate such and explain who presently owns the property. Documentation of the intent to sell and the purchase price must be provided in the original application.

FEASIBILITY STUDY: research and report conducted and prepared by an independent, professional consultant qualified to measure:

- A) Community need for the project;
- B) The applicant's ability to raise the needed funds and complete the project; and
- C) The applicant's ability to successfully operate the completed facility for at least five years.

FINISHES: May include plaster, sheathing, ceramic tile, wood or brick flooring, carpet, painting, and wall coverings, and acoustical treatments such as panel or tile ceilings.

FISCAL STABILITY: encompasses the annual financial results of operations, available resources, and the applicant's plan to resolve any deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances. (Note: The fiscal impact this proposed facility project would have on projected operations will be considered.)

FIXTURES, FURNISHINGS, AND EQUIPMENT (FF&E): accounting term used in valuing a building. FF&E are movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. These items renovation enhancements that will replace, increase or alter, to enhance technology, that makes possible a greater capacity, more efficient use of the space. These items must be directly related to the project.

FURNISHINGS: May include casework, window treatment hardware, louver blinds, and theatre seating. These items must be directly related to the project.

FURNITURE: items that are not affixed to the building despite being required for the operation of the building. (Examples: tables, chairs, computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which are used for administrative purposes, rugs, planters, books, etc.) These items must be directly related to the project.

GENERAL REQUIREMENTS: Cost may include the following contractor services and expenditures: payment and performance bond(s), field engineering, shop drawings, allowances, construction photographs, quality control, and contract close-out.

GOVERNMENT ENTITY: a federal, state, county, municipality, or political subdivision thereof.

GRANT PERIOD: the time for the use of the grant award as set forth in the grant award agreement, within 21-month project period of June 15, 2016 to February 15, 2018.

IN-KIND CONTRIBUTION: the documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LAND ACQUISITION: Amount paid by the applicant for purchasing land involved in the project, or documented in-kind value of land donated for the project according to a certified property appraiser. Use the acquisition date value. Lease value is not eligible for match.

LEASE: a contract by which a rightful possessor of real property conveys the right to use and occupy the property for a period of time in exchange for consideration. With respect to this application, the minimum lease term shall be equal to or greater than the useful life of what is being funded. Only leases in which the lessee is a qualified Applicant, as defined herein, will be considered (except where noted under "Eligibility").

MASONRY: May include unit masonry; stone masonry veneer, restoration, and cleaning; and glass masonry assemblies.

MAINTENANCE RESERVE: required to designate amount or percentage in operating budget to afford routine and incidental maintenance and repairs. Intent, to refrain from applying for on-going maintenance of current equipment.

MATCHING FUNDS: dollars provided by the applicant designated solely for the project. For every one dollar the County provides for the project, the applicant will provide at least one matching dollar. Of these matching funds, at least 50% must be in cash, which may include official award letters for grant commitments and appropriations indicating grant funding. No more than 50% of matching funds may be in-kind contributions and/or irrevocable pledges.

A minimum of one-to-one-dollar match is required, but all funding –outside of the County’s Cultural Facilities Funding requested (or granted) – will be considered matching funds.

MECHANICAL: May include pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.

METALS: May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.

MINORITY: a lawful, permanent resident of Florida who is: An African American, A Hispanic American, An Asian American, A Native American, or An American Woman [288.703(3), Florida Statutes]. At least 51 percent of the organization shall be owned or governed and operated by the identified minority person(s) or persons with disabilities.

MULTI-PHASE PROJECT: a project that consists of several stages or segments. Only single-phase projects may be requested for grant funding.

MUSEUM: For the purposes of this grant application, a museum is defined according to the State of Florida, Division of Cultural Affairs, definitions below:

Art Museum: A department or Agency of the local state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting and caring for visual artwork as well as sponsoring and producing visual art programs.

Historical Museum: a department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting, and caring for artifacts and other objects of intrinsic historical value as well as sponsoring and producing programs that are related to the historical resources of Florida.

Science Museum: A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of sponsoring, producing and exhibiting programs for the observation and study of various types of natural science and science technology. This definition includes, but is not limited to: arboretums, botanical gardens and nature centers, museums of science, science-technology centers and planetariums.

NEW APPLICATION: an application that has not previously been recommended for funding, or an application for which funding has been recommended, but requires a change in project scope or venue.

NEW CONSTRUCTION: a new building (ground-up building construction) or building addition resulting in increase of air-conditioned square footage by 25% or more.

NON-MATCHING COUNTY FUNDS: What other non-matching Leon County funds will go into the project? This means are there other monies (in-kind contributions, pledges, or cash) which will be used for the project but which you are not counting as matching funds. Identify the source and amount of these funds.

OPERATING FORECAST: fundraising and operating plans for project completion and sustainability (projecting at least five (5) years out.)

OTHER LEON COUNTY GRANTS: Are the matching funds in the grant application being used to match any other Leon County grants? While it may be permissible to use your match dollars to match grants from other County agencies), it is not permissible for you to use the cultural facilities match dollars to match any other Leon County grant.

PLANNING: the preliminary development of architectural, engineering, and other technical services necessary to carry out the project.

PRIMARY POINT-OF-CONTACT PERSON: Indicate the name and title of the person who will be responsible for supervision of the project and administration of the grant. All correspondence

concerning this application will be addressed to this Person. It shall be the responsibility of the applicant to notify COCA of any change.

PROJECT: the acquisition or renovation of existing buildings, or the construction of new buildings, or the acquisition of equipment for a building to be used for cultural activities.

PROJECT LOCATION: Physical address of project.

PROJECT TITLE: Include the type of project proposed (for example: Education Wing: Renovation). If the applicant name is different than the facility name, the facility name should be added to the title. Do not repeat the applicant name in the project title.

PUBLICLY OWNED: owned by a government entity, as defined herein, either through fee simple or lease, such that the government entity has control and undisturbed use of the property for a period to begin before the date the application is submitted and continuing uninterrupted to a date that encompasses the end of the useful life of the capital fixture, equipment, renovation, expansion or construction for which the application is submitted.

RENOVATION: the act or process of giving a building/property a state of increased utility or returning a building/ property to a state of utility through repair, addition, or alteration that makes possible a more efficient use.

RESIDENT COUNTY OF PROJECT: The project must be located in Leon County.

SITE CONSTRUCTION: May include: building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, termite control, irrigation systems, earthwork, and landscaping.

SPECIAL CONSTRUCTION: May include X-ray protection, and metal building systems.

SPECIALTIES: May include louvers and vents, signs, lockers, metal storage shelving, partitions, and mobile storage units.

THERMAL AND MOISTURE PROTECTION: May include waterproofing, fireproofing, shingles and roofing, siding, and sealants.

TOTAL AMOUNT REQUESTED FROM LEON COUNTY: This means the total amount of money being requested for Cultural Facilities Grant Funding.

TOTAL IN-KIND CORPORATE SUPPORT (MATCH): All documented non-cash contributions provided to the applicant by corporate parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the proposed project or program.

TOTAL IN-KIND FEDERAL GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the applicant by units of the federal government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program. *NOTE: The fair market value of any in-kind contribution must be documented to be eligible as matching funds. The applicant should keep receipts or other signed statements.*

TOTAL IN-KIND LOCAL GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the applicant by other units of government. These contributions may be in the form of the

fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL IN-KIND PRIVATE SUPPORT (MATCH): All documented non-cash contributions provided to the applicant by individuals and non-corporate, non-government parties. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL IN-KIND STATE GOVERNMENT SUPPORT (MATCH): All documented non-cash contributions provided to the applicant by other units of state government. These contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project or program.

TOTAL LOCAL GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by city or other local government agencies, or a proportionate share of such grants or appropriations allocated to this project. **Note: If the applicant is a city or other local government agency, their cash support should be shown under Applicant Cash and explained in the Budget Detail.**

TOTAL FEDERAL GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by agencies of the federal government, or a proportionate share of such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the award check has not yet been received.

TOTAL PRIVATE SUPPORT (MATCH). Private donations, including foundation grants, given for this project, or a proportionate share of such grants allocated to this project, and cash donations.

TOTAL STATE GOVERNMENT SUPPORT (MATCH): Cash support derived from grants or appropriations given for this project by the Florida Department of State Division of Cultural Affairs or other Florida State government agencies, or a proportionate share of such grants or appropriations allocated to this project. The inclusion of an official "Award Letter" may allow the award amount to be counted as "cash-on-hand" even if the state check has not yet been received.

TYPE OF ORGANIZATION: Indicate the legal status of the applicant entity.

TYPE OF PROJECT: Indicate appropriate project category: Renovation, Construction, Acquisition or Equipping of Cultural Facilities.

UNDISTURBED USE: that the building to be renovated, expanded, or constructed, and the site of such building, will be owned by, or will be under lease to, the applicant **by the date of the application submission**, and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project.

WOOD AND PLASTIC: May include rough carpentry, finish carpentry, interior and exterior architectural woodwork, panelwork, and plastic fabrications.

Expenditures may include the actual amount to be paid or the value of the in-kind contribution.

Appendix

SAMPLE APPLICATION

BASIC PROJECT INFORMATION

1. Project Title
2. Description of Project
3. Project Contacts (name and Email Address)
4. Request Amount
5. Project Start Date
6. Project End Date
7. Location of Project (must be in Leon County)
8. Project Purpose
____ Acquisitions ____ New Constructions ____ Renovation ____ Equipping
9. Organization Name
10. Incorporation date/years of continuous operational service to the community
11. Federal ID #
12. Website url for organization or proposed project
13. Total Project Amount (Indicate if this is part of a larger, multi-phase project, please give total of entire project)
14. Facilities Historical Significance
 - a. Age of the building
 - b. Is the building subject to historical preservation requirements
15. Ownership/Lease
 - a. Who owns the building?
 - b. Who owns the land?
 - c. If building is leased to applicant, what is the remaining length of the lease (from the time of application due date)?

NARRATIVE QUESTIONS

Section A: Concept (40 points)

Q1) Need (20 points) (8,000 maximum characters) - Why is the project important **to your community**, and what are the consequence of not doing it, or the opportunities for advancement by completing it. A. Project-specific B. Needs have been shown C. Photos, tables, studies, statistics, and documents permitted (*Upload allowed 2MB*)

Q2) Vision (15 points) (8K characters) -What is the Vision?- Why is the project important **to your mission**, and what are the consequences of not doing it, or the opportunities for advancement by completing it.

Q3) Inspire Excellence (5 points) (7,000 maximum characters)
A. Not just about bricks and mortar, but rather what happens there

- B. Testimonials of patrons, critics
- C. How will project enable further or enhance the artistic excellence of your program?

Section B: Facility (30 points)

Q4a) Process/Design/ & Planning (15 points) (9,000 maximum characters)

Include:

- Design Planning – project scope
- How have you addressed environmental features and sustainability?
- Necessary components from consultants
- Estimates
- Programmatic square footage
- Demonstrate that you have the proper qualified project team and have taken all the necessary steps for project preparation.
- Provide a timeline of project milestones; include start and end date and key points in between.

Q4b) Five (5)-year Operating Forecast (1,000 characters + 1MB upload)

Q5) Quality (15 points) (3,000 maximum characters)

- A. **Show the lifetime estimates of materials for your physical solution, relating to your need and vision**
- B. Show the physical solution and useful life

Section C: Management & Budget (30 points)

Q6) Operational Readiness (10 points) (4,500 maximum characters)

- A. Address the project plans & preparation that is complete/confirmed, give specifics on the items below, or add what is relevant to your project , to demonstrate the project readiness.

PROJECT READINESS

- Architectural Drawings completed? Yes___ No ___ Explain Details _____
- Design Drawings completed? Yes___ No ___ Explain Details _____
- Project Team status? Explain Details _____
- Contracted with General Contractor? Explain Status _____
- Historic Preservation Board release issued (if applicable)? Yes___ No ___ Not Applicable Explain Details _____
- Are the land use approvals completed? Yes___ No ___ Explain Details _____
- Permitting issued? Pre-permit meeting? (or status) Yes___ No ___ Explain Details _____
- Certificate of Occupancy issued? Yes___ No ___ Explain Details _____
- Three bids solicited/received OR explain Yes___ No ___ Explain Status/Details _____

- Site preparations Yes___ No ___ Details/Explain _____
- Is a (real estate) lawyer consulting on the project? Yes___ No ___ Explain Details _____

Are there any third-party restrictions or contingencies? Yes ___ No ___ Explain Details

Does the applicant have a maintenance fund established to support future maintenance and repairs for this facility/equipment? Yes ___ No ___ Explain Details

Requirements, Attachments/Uploads –Upload each of the required attachments.

Q6a) Minutes from the organization’s board meeting authorizing the project for which applicant is applying. (500 char. Response +1MB upload)

Q6b) Board of Directors, including officers (+1MB upload)

Q6c) Project Team, including key staff involved with project (+1MB upload)

Q7) Financial Readiness (15 points) -- Forms & Financial Position

Form A: Certification from Professionals – Architect, Engineer and Contractor – IF no architect, engineer or contractor, provide 3 bids from vendors, OR explain) (500 char. Response +1MB upload)

Form B: Project Budget – Summary (for proposed project/phase) – Indicate how grant funds and match will be spent. Include both revenue and expenses for the project, and in-kind (1MB upload)

Form C: Matching Funds & Matching Funds documentation \$1:\$1 of funds contributed specifically for the proposed project (group documentation, 1 upload each for: cash, pledges, in-kind) (3 times, at +1MB each upload)

1) 100% match of request amount required at application.

- ___% of cash match (cash in the bank/applicant cash, government appropriations/resolution, State of Florida or other major funders’ award notice); ED statement & bank statement required for applicant cash.
- ___% of pledges match (signed donor pledge, signed sponsorship or naming agreement)
- ___% of in-kind match (statement of value and service to be provided)
- *NOTE: A report will be provided to panel that confirms match & backup documentation.*

Requirements:

Prepare: Financial Statements – a) **audit and Form 990** from most recently completed fiscal year- these must be current on Nonprofit Search, and do not have to be uploaded to application, and

Upload most recent b) current year-to-date **Financial Statements** (if audit is more than 1 year old)-- both Balance Sheet and Statement of Income & Expenses from same reporting date.

Q8) Care & Stewardship (5 points) (1,500 maximum characters)

- A. Care, Maintenance plan
- B. Ability to last into the future
- C. Your resources dedicated to maximizing the useful life.

Requirements, Attachments/Uploads –Upload the required attachments, if not included within applicant’s Nonprofit Search portrait.

Q8) Long-range or strategic plan (if for renovation, construction or acquisition, the plan should include facilities planning &/or implementation of proposed project). (1,500 char. +1MB upload)

Support Materials: (Optional) – (1,500 maximum characters +3MB upload)

Proof of Ownership, Lease and/or sublease with remaining term from date of application, include all addendums. (1,000 maximum characters +3MB upload)

Attached Application Forms:

1. Certificate of Professionals or Bids
2. Budget Summary
3. Match Summary
4. Five Year Operating Forecast
5. Project Readiness Questionnaire
6. Panelist Grant Scoring Rubric

All applications and inquiries concerning the Cultural Facilities Matching Grant Program should be directed to:

**Dr. Kevin Carr
Grants Program Manager
Council on Culture & Arts
816 South Martin Luther King Jr. Blvd.
Tallahassee FL 32301
Ph: 850-224-2500
Email: kevin@cocanet.org**

GRANT PROGRAM TIMELINE

Approvals of guidelines

January 9 – Guidelines go before TDC for approval

January 14 – Guidelines go before the COCA Executive Committee for approval

January 21 – Guidelines go before the COCA Board of Directors for approval

March 8 – Guidelines go before the County Commissioners for approval

Release guidelines to public

March 11, 2016

Grant Review/Application window

March 11- April 15, 2016

Grant Application deadline

April 15, 2016

COCA reviews and prepares applications for panelists

April 18-April 25, 2016

Panelists review applications

April 25 – May 27, 2016

Grant panel meeting

May 27, 2016

TDC review and approve grants

July 7, 2016

Funding released to grantees

Approximately August 1, 2016

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Proceed with the Development of an Ordinance Amending the Requirements for Parking and Loading Surfaces Inside the Urban Service Area

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director of Development Services

Fiscal Impact:

This item will have no fiscal impact to the County.

Staff Recommendation:

Option #1: Authorize staff to proceed with the drafting of an Ordinance amending the Land Development Code to revise the requirements for parking and loading surfaces inside the Urban Service Area.

Report and Discussion

Background:

Required parking surfaces for non-residential development are generally outlined in Article VII, Division 5 of the Leon County Land Development Code (Attachment #1). Although the County has historically required paved parking inside the Urban Service Area (USA), these provisions do not provide specific requirements, nor do they provide acceptable alternative types of parking surfaces. Without clear direction in the Land Development Code (LDC), the County has encountered difficulty in ensuring consistent application of required parking surfaces. The decision for the determination of the appropriate parking surface has been delegated to Leon County Public Works. Therefore, staff is requesting authorization to proceed with the development of an Ordinance revising the parking and loading surface standards to provide clear direction regarding surfaces and materials to be utilized within the USA, as well as alternative surfaces appropriate for infrequent use areas.

Analysis:

Staff has encountered a number of recent development proposals where the requirement for a certain type of parking surface has come into question. The LDC does not clearly provide criteria for required parking surfaces for parcels inside the USA versus those located outside the USA. Parcels inside the USA are typically more intensely developed with the potential for a higher volume of vehicular traffic. As a result, staff has historically interpreted the LDC to require impervious surfaces for parking and loading for developments within the USA.

Other than Low Impact Development alternatives, the LDC does not provide alternative types of parking surfaces and only indicates a “dust free surface” may be approved. Oftentimes, the land use may have only an intermittent need for parking, or the parking is intended for storage of equipment and not for public use. This infrequent use is also not clearly addressed by the LDC. Consequently, this lack of clear direction in the LDC may lead to inconsistent utilization of parking surfaces in development projects. Therefore, staff is requesting authorization to proceed with the development of an Ordinance revising the parking and loading surface standards to provide clear direction regarding surfaces and materials to be utilized within the USA, as well as alternative surfaces appropriate for infrequent use areas.

As is standard procedure for all proposed LDC changes, prior to conducting a Public Hearing staff will present the draft Ordinance to the Development Support and Environmental Management Citizen’s User Group for review and comment. The draft Ordinance will also require review and recommendation by the Planning Commission at a Public Hearing.

Options:

1. Authorize staff to proceed with drafting an Ordinance amending the Land Development Code to revise the requirements for parking and loading surfaces inside the Urban Service Area.
2. Do not authorize staff to proceed with drafting an Ordinance amending the Land Development Code to revise the requirements for parking and loading surfaces inside the Urban Service Area.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Article VII, Division 5, Leon County Land Development Code

DIVISION 5. - SUBSTANTIVE STANDARDS AND CRITERIA

Subdivision 1. - General

Sec. 10-7.501. - Generally.

- (a) It is the policy of the Board of County Commissioners that the subdivision and/or development of land in the county shall be appropriately regulated and shall proceed in a safe, orderly, efficient, economical and environmentally sound manner.
- (b) Land shall not be subdivided or developed until provision has been made for public facilities and improvements in accordance with the Comprehensive Plan and county requirements.
- (c) Unless adequate methods of correction are formulated and approved, land which is determined to be unsuitable for development due to poor soil quality, flooding, drainage or other features likely to be harmful to the health, safety and general welfare of residents of the county shall be subject to special limitations or requirements consistent with site-specific features.
- (d) All development of land in the unincorporated area of the county shall be in conformance with the Comprehensive Plan and applicable ordinances.
- (e) No development shall be approved unless it has been designed so as to reasonably achieve the following:
 - (1) The adequate and efficient supply of utilities and services to new land developments.
 - (2) The prevention of traffic hazards and congestion which result from narrow or poorly aligned streets and from excessive exit and entrance points along major traffic arteries.
 - (3) The provision of safe and convenient traffic circulation, both vehicular and pedestrian, and the minimization of traffic impact on the surrounding area.
 - (4) The protection of public health, safety, and general welfare including protection from flooding and other dangers.
 - (5) The prevention of potential hazards to health and sanitation, especially in those developments served by individual water supply and waste disposal systems.
 - (6) The insurance of proper stormwater management so as to reduce the impact of flooding and protect the receiving natural waterbodies.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.502. - General layout design standards.

- (a) A subdivision and every lot therein, as well as each undivided site to be developed, shall have legal access to a publicly dedicated street. Except for use with subdivisions that are to be platted, legal access shall also include licenses of way which are held by property owners, on the condition that the license holder agrees to execute a license recognition agreement with Leon County as a condition for the issuance of the permit. The license recognition agreement shall be in a form approved by the county attorney, and shall include covenants which shall run with the land, acknowledging the existence of a terminable license agreement as the access basis for the issuance of the permit and agreeing that the licensee shall hold Leon County harmless for the issuance of such permit. Each permit granted pursuant to this license provision shall only be issued after the department has given notice of intent to issue such permit to the owners of all property that abut the license location, other than the licensor and any entity maintaining a public street adjoining the license area. The requirement for legal access for a lot of record as of January 1, 1984 shall be waived where the existing parcel does not have legal access at the time a permit application is filed for any residential use, provided that the existing parcel has at the time the permit application is filed

and has previously maintained actual access through one or more adjoining parcels, one of which is at least 1,000 acres in size; provided that as a condition for approval of such permit, the applicant acknowledges such lack of legal access in a form approved by the county attorney, and records such form in the public records of Leon County, and agrees to hold Leon County harmless for the subsequent issuance of any such permits.

- (b) New development shall be designed to support the development of a network of interconnecting streets that work to disperse traffic while connecting and integrating neighborhoods with the existing fabric of the community. Such a network makes the following possible: Provides choices for drivers, bicyclists, and pedestrians, connects neighborhoods to each other and to local destinations, reduces vehicle miles of travel and travel times, improves air quality, reduces emergency response times, increases effectiveness of municipal service delivery, and frees up arterial capacity to better serve regional long distance travel needs.

The following standards shall apply to all new development, including subdivisions, undivided sites proposed to be developed, and construction of new streets:

- (1) Within the urban services area, nonresidential and multifamily development shall be designed to require vehicular and pedestrian cross access to adjacent commercial, office, multifamily, recreation, and community facility uses to reduce the necessity of using the public street system in order to move between adjacent and complementary land uses. The following shall apply:
 - a. If the adjacent site is developed, the developer shall design and build the appropriate cross-access to the property line of the adjacent parcel, unless found infeasible by the development review committee based on the criteria listed in paragraphs (2)(e)(i) and (2)(e)(ii) of this section.
 - b. If the adjacent site is undeveloped or if the adjacent site is developed but cross-access is not possible at the time of application, the developer shall design and build the cross-access to the property line of the adjacent parcel in anticipation of future connection when that site is developed or redeveloped, unless found infeasible by the development review committee based on the criteria listed in paragraphs (2)(e)(i) and (2)(e)(ii) of this section.
 - c. The minimum pavement width of a vehicular and pedestrian cross-access shall be determined by the county engineer or designee and shall be designed to allow for vehicular and pedestrian cross access to adjacent commercial, office, multifamily, recreation, and community uses and to allow shared access points on public or private streets.
 - d. Shared access points, rather than individual access points, on public or private streets shall be required where it is determined by the county engineer or designee that such shared access points would protect capacity on adjoining roadways or be in the interest of public safety.
- (2) Streets shall interconnect within a development and with adjoining development, and the street system of a proposed development shall be designed to coordinate with any existing or proposed streets outside of the development.
 - a. The proposed development shall include street connections to existing or proposed streets or rights-of-way that abut, are adjacent to, or terminate at the development site, unless determined impractical by the county engineer or designee. If the adjacent ROW is not paved, the new development shall construct that off-site portion of roadway necessary to complete the interconnection.
 - b. The proposed development shall dedicate right-of-way that extends to undeveloped or partially developed land that is adjacent to the development site or that is separated from the development site by a drainage channel, transmission easement, survey gap, or similar property condition. Right-of-way shall be provided to the property line to provide for future development, and shall be in locations that will not prevent the adjoining property from developing consistent with applicable standards, as determined by the development review committee.

- c. In cases where the creation of a new collector would significantly enhance the internal and external transportation network supporting the new subdivision, as determined by the development review committee, such collector, built to standards of this Code, shall be incorporated into the design of the new subdivision.
 - d. Subdivisions with individual driveway cuts into new or existing arterial and collector streets shall not be allowed, unless approved by the development review committee through the deviation process. This provision shall not apply if such application would completely remove ingress or egress from the parcel, as determined by the county engineer.
 - e. The requirements of paragraphs (b)(2)a. and b. above do not apply if it is demonstrated, as determined by the development review committee, that a connection cannot be made because of the existence of one or more of the following conditions:
 - i. Physical conditions preclude development of the connecting street. Such conditions may include, but are not limited to, topography or likely impact to natural resource areas such as wetlands, ponds, streams, channels, rivers, lakes, wildlife habitat area, or other conservation or preservation features;
 - ii. Buildings or other existing development on adjacent land, including previously subdivided but vacant lots or parcels, physically preclude a connection now or in the future. The potential for redevelopment of adjacent lands shall be considered in evaluating whether or not a connection will be required.
- (3) Pedestrian, bicycle, and emergency access will be provided to any public building, public park, trail, bikeway, transit stop, or to any abutting public school where such connection is approved by the school system.
- (4) Where residential developments have cul-de-sac or dead-end streets, such streets shall be connected to the closest local or collector street or to cul-de-sac in adjoining subdivisions via a sidewalk or multi-use path, unless deemed impractical or unsafe by the development review committee.
- (5) All paths shall connect to the street system in a safe and convenient manner, as determined by the development review committee, based on the following criteria:
- a. All path connections shall be signed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) or as directed by the county engineer.
 - b. All paths shall be built in locations that are visible and easily accessible, for the personal safety of users.
 - c. All paths, including those where multiple uses are intended (i.e., shared pedestrian and bicycle traffic), shall be constructed of durable, low-maintenance materials, with sufficient width and clearance to allow users to proceed at reasonable speeds, as determined by the county engineer or designee.
- (c) No direct driveway access shall be permitted to a canopy road or, inside the urban service area, to a major collector or arterial roadway from any newly created residential subdivision lot, unless a variance is granted by the county. New residential lots created pursuant subsection 10-6.617(a)(4) may have direct driveway access to a major collector or arterial roadway as long as the adverse impacts to the transportation network are mitigated as provided in subsection 10-6.617(a)(4).
- (d) Access points for a development shall be designed to prevent avoidable interference with traffic flow.
- (e) Frontage roads when required shall separate commercial development from adjacent arterial and major connector roadways.
- (f) Bicycle lanes and bicycle paths are required in conjunction with planned minor collector and above roadways to provide access in and between developments.
- (g) The following apply to easements:

- (1) Off-road utility easements shall be at least 20 feet wide. Off-road utility easements may be reduced, if approved by the county engineer or the utility provider, to minimum of 15 feet in width if it can be adequately demonstrated by the applicant that such width is sufficient for the effective operation and maintenance of said utility(ies). The county shall develop criteria to be utilized by the engineer of record in determining whether or not to allow an off-road utility easement width of less than 20 feet.
 - (2) Drainage easements shall conform substantially to the 100-year floodplain of watercourses, waterbodies and wetlands and shall be of sufficient width for construction and maintenance, unless a broader conservation easement is more appropriate.
- (h) The following apply to lots:
- (1) No lot shall have a buildable area of less than 35 feet between the front and rear yard setback lines nor shall it be less than the required minimum width and depth specified in article X, or subsequent land development regulations which supersede same. Depth and width of lots subdivided for nonresidential purposes shall be adequate for building area, off-street parking, and service facilities required by the type of use and development anticipated. No lot shall have a minimum frontage of less than 15 feet.
 - (2) There shall be no double frontage residential lots access except to provide separation of development from arterial streets or canopy roads or to overcome specific disadvantages of topography, orientation and property size.
 - (3) No development shall occur in areas where physical constraints or hazards exist as determined by article IV. In such areas, density or intensity of use shall be located in adjacent areas to reflect the constraint.
 - (4) Flag lots are prohibited unless their use is specifically granted by a variance.
 - (5) No new developments shall be permitted which would allow development to occur within 100 feet of the centerline of a canopy road except for legal access (provided no alternative exists) or for health, safety or welfare of the public and only within the written approval of the Board of County Commissioners.
 - (6) Lot corners shall be marked with permanent monumentation by a land surveyor upon approval and recordation of the final plat.
 - (7) The following apply to blocks in the urban services area only:
 - a. Residential blocks shall not be greater than 1,400 feet in length.
 - b. Through-block pedestrian rights-of-way or easements not less than 20 feet in width in residential blocks greater than 1,000 feet in length shall be required where necessary to provide access to schools, play grounds and other community facilities.
 - (8) Preservation of existing protected trees is encouraged and is subject to the provisions of article IV.
 - (9) Notwithstanding vested status pursuant to this article, in approved subdivisions which are recorded or unrecorded, no lot shall be developed as a road which is not dedicated to the public without the express approval of Leon County Commission and the owners of two-thirds of the other lots within that subdivision.
- (i) Private streets providing sole access to one or more lots are permissible only if all the following requirements are met:
- (1) The minimum width of the right-of-way shall comply with county requirements. Additional width may be required if necessary for drainage or utilities outside the area of the driving surface or on-street parking facilities if permitted. A lesser width may be granted to protect large trees or other environmental features.

- (2) Design, location, and improvement shall provide for safe intersection with public streets, safe passage of public service and emergency vehicles, and protection of adjoining property, and adequate turnaround at the end of the dead end.
 - (3) Private streets shall be built to public construction standards; provided, however, that access to lots created pursuant to Policy 2.1.9 of the Comprehensive Plan is not required to comply with this requirement.
 - (4) The term "private street" shall not include driveway.
 - (5) Agreements for the continuing common use of the private street by occupants of the property served, drainage, access easements for public service and emergency vehicles, and continuing private maintenance to keep the street in condition for safe passage of public service and emergency vehicles shall be reviewed and approved in advance by the county attorney.
 - (6) For private streets, the final plat and any sales documents on their face, in boldface letters, shall contain the following language: The county does not have responsibility for maintenance of the streets and drainage easements serving this property, if any, and the purchaser may be responsible for such maintenance.
 - (7) The land area within a private street, stormwater, conservation areas, and other such private facilities shall not be included in calculations for meeting design standards for individual lots as specified in article VI. Common ownership and maintenance of these private facilities shall be provided.
- (j) Within developments created pursuant to this article, the applicant shall install, grade, and construct all new streets in accordance with the requirements and specifications of the county.
 - (k) Bikeways either along streets or through a separate system of recorded easements shall be provided in residential developments created inside the urban services area and approved pursuant to these regulations and shall be installed in accordance with the requirements and specifications of the county.
 - (l) The following design standards shall apply to all streets:
 - (1) All streets, whether public or private, shall be paved within the urban service area and designed in accordance with the Green Book standards for pavement and base specifications.
 - (2) Pavement widths, median strips, parking lanes, sidewalks and other traffic engineering features shall be constructed, unless otherwise herein specified, in accordance with adopted policies and guidelines of the Board of County Commissioners.
 - (3) Within or adjacent to the proposed development, arterial and collector streets shall provide for the continuation of arterial or collector streets from surrounding areas, except where topographic or other conditions make such continuance projection unnecessary, or impracticable. Collector streets shall intersect with collector or arterial streets at safe and convenient locations.
 - (4) Local streets shall connect with surrounding streets to permit the convenient movement of traffic between residential neighborhoods or facilitate emergency access and evacuation, but such connections should not be permitted where the effect would be to promote vehicular traffic at speeds that are unsafe for pedestrians and cyclists.
 - (5) Local streets shall be designed—by incorporation of such features as reduced front setbacks, professionally accepted methods of traffic calming, landscaping, street furniture, pedestrian scale street lighting, etc.—To discourage vehicular traffic at speeds that are unsafe for pedestrians and cyclists, but to provide linkages between neighborhoods, access to commercial, office multifamily, recreation, community facilities, and school, and maintaining access for service and emergency vehicles.
 - (6) Street jogs shall meet the offset standards established by the county engineer.
 - (7) Street intersections shall not include more than four street approaches.

- (8) Streets shall be designed to intersect as nearly as possible at right angles and no street shall intersect another at less than 75 degrees, provided that other arrangements for smooth merging of traffic shall be permitted when the total effect of the intersection is to reduce traffic hazards and provide for smooth traffic flow at the intersection as a whole.
 - (9) A roadway which connects two public roads classified higher than local is a connector road and shall be built to public standards and dedicated to the public for maintenance.
 - (10) In the urban fringe and within the urban service area dead-end streets shall have at least minimum turnaround dimensions for a single unit design vehicle.
 - (11) In the urban fringe and within the urban services area, any new street that exceeds one lot in depth will require construction of a temporary turnaround.
 - (12) All new streets shall be designed and built with geometric features to accommodate a single-unit design vehicle.
 - (13) Railroad rights-of-way and limited-access highways, where so located as to affect the development of adjoining land, shall be treated as follows:
 - a. In residentially zoned districts, the lot depth adjacent to the railroad right-of-way or limited-access-highway shall be 25 feet more than the minimum required by article VI. No structure shall be placed within 25 feet of such lot adjacent to the railroad right-of-way or highway.
 - b. No street which crosses a railroad at grade shall intersect another street within 150 feet of the railroad right-of-way, except that such minimum shall not apply in nonresidential subdivisions when the street is neither the primary nor sole accessway to the adjacent lots.
 - c. Traffic signals shall be required where indicated by the county engineer.
 - (14) Connections to private streets. In cases where a private street is being built, but there is potential for interconnection to adjacent properties or roads, the proposed development shall dedicate right-of-way that extends to the adjacent property or road. Right-of-way shall be provided to the property line and shall be in locations that will not prevent connection to the adjoining property or road.
 - (15) Future street connection signage. All dead-end streets, dedicated right-of-way, and street stubs that have the potential to connect to adjacent property or with nearby streets must be signed with the following language, or its equivalent: "This cul-de-sac or stub-out is temporary. The street will be extended when the adjacent property develops." Additionally, in the case of right-of-way which is platted but not paved, permanent, concrete markers shall be placed on either side of the right-of-way. These concrete markers shall be four-inch by four-inch and extend at least six inches above adjacent ground elevations shall be placed at locations where the right-of-way limits change. Unless otherwise approved by the county engineer, the county shall install these signs and markers at the expense of the developer.
 - (16) Coordination with city public works. In cases where a property is bounded by the Tallahassee City Limit line, the applicant shall provide evidence that the location of proposed interconnections and access points have been coordinated with and approved by the City of Tallahassee Public Works Department.
 - (17) Relation of streets to long range transportation plan. Arrangement, character, extent, width, grade and location of all streets shall conform to the long range transportation plan of the city and county or elements thereof officially adopted, and to the topographic and other natural features, public convenience, and safety and appropriate relations to proposed uses of land to be served by such streets and existing or potential land uses in adjoining areas.
- (m) The following apply to street names:
- (1) Streets which are extensions of existing streets shall have the same name.

- (2) No street names shall be used which will duplicate or be confused with the names of existing or proposed streets.
- (3) All street names shall be approved by the county administrator prior to the approval of the site and development plan.
- (4) Any changes in names of streets must be approved by the Board of County Commissioners.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 19, 1-29-08; Ord. No. 09-20, § 7, 7-14-09; Ord. No. 10-08, § 8, 3-23-10)

Sec. 10-7.503. - Standards for and cost of installation of improvements and infrastructure.

All infrastructure and/or improvements required by the county shall be built to the standards and specifications as published in this article, or other regulations or standards as required by county ordinance, or as may otherwise be required by the county engineer in accordance with accepted standards of engineering principles. All such improvements shall be installed by and at the expense of the developer, except for those public facilities or services expressly agreed to in writing by the county or a utility provider.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.504. - General principles relating to natural features.

- (a) The size, shape and orientation of lots and the siting of buildings shall be designed to provide building sites logically related to protected trees, topography, and natural features.
- (b) All lots intended for use as building sites must be capable of being used safely for building purposes, without undue danger from flood or adverse soil or foundation conditions.
- (c) Lots, streets and building sites shall be designed to maximize protection of natural features, protected trees, sites of historical significance, scenic views and similar assets.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.505. - General principles of design relating to impacts on nearby streets and property owners.

Each development shall be designed to:

- (1) Be as compatible as practical with nearby development and characteristics of the land.
- (2) Minimize adverse environmental impacts both on-site and off-site.
- (3) Provide boundary buffers between the proposed development and differing land uses on abutting property as required by article IV.
- (4) Reduce any adverse environmental and visual impact of parking lots by buffer fences or retaining natural vegetation and trees, or providing landscaping along the edges and within the parking lot.
- (5) Provide fencing and vegetative screens in locations where potential health or safety hazards may arise, such as, but not limited to, waste storage or collection areas, stormwater ponds, sewage treatment facilities, and immobile exposed machinery.
- (6) Maintain roadside trees, which are important to the character of the county, through careful siting of buildings, parking lots and access points.

- (7) In rural areas, control the height, location and intensity of lighting to maintain rural character and to prevent undue amounts of light shining beyond the development onto abutting properties.
- (8) Site buildings, parking lots, and other structures by taking into account the topography of the site and avoiding development in environmentally sensitive areas where feasible.
- (9) Take into account the local Comprehensive Plan's goals, objectives and policies regarding affordable housing.
- (10) Preserve open space and provide recreational opportunities including pedestrian and bike paths where appropriate to the type of development.
- (11) Provide in accordance with this article for the ongoing operation and maintenance of supporting infrastructure which will remain in private ownership.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.506. - Corner visibility for vehicular and pedestrian safety.

In order to minimize accidents caused by obstruction to vision at street intersections, the following regulations shall apply:

- (1) Within the area formed by the rights-of-way lines of intersecting streets, a straight line connecting points on such rights-of-way lines at a distance of the required setback for the zoning district from their point of intersection, such connecting line extending beyond the points to the edge of pavement, there shall be a clear space with no obstruction to vision between the height of three feet and a height of ten feet above the average grade of each street as measured at the centerline thereof.
- (2) The requirements of this section shall not be deemed to prohibit any necessary retaining wall.
- (3) Trees shall be permitted in the clear space provided that foliage is cut away within the prescribed heights.
- (4) Lamp posts and street name sign posts shall be permitted.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.507. - Additional guidelines for nonresidential development.

- (a) Parcels and proposed lots shall be suitable in area and dimensions to the types of nonresidential development proposed.
- (b) Street rights-of-way and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereupon.
- (c) Off-street parking and off-street loading facilities shall be located to avoid hazardous automotive and pedestrian traffic patterns and ensure access by emergency vehicles.
- (d) Every effort shall be made to protect off-site impacts of the development on neighboring land uses and environmentally sensitive areas.

(Ord. No. 07-20, § 2, 7-10-07)

Subdivision 2. - Specific Design Standards

Sec. 10-7.521. - Stormwater management.

Swales or other nonstructural means to direct stormwater may be used in developable areas. The storm drainage and surface water drainage system used shall be installed in accordance with Article IV and other requirements and specifications of the county.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.522. - Buffer zone standards.

- (a) *Buffering standards.* The following buffering standards are intended to implement the provisions of the Land Development Code and applicable policies of the Comprehensive Plan. Should there be a conflict between the provisions of this article and those of the Comprehensive Plans and article IV, the most restrictive or that imposing the higher standard shall govern.
- (1) A buffer zone is a landscaped strip along parcel boundaries that serve a buffering and screening function between uses and zoning districts, provides an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.
 - (2) The width and degree of vegetation required depends on the nature of the adjoining uses. The standards specified below prescribe the required width and landscaping of all buffer zones.
 - (3) The standards for buffer zones are set out in the following illustrations that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property requiring a buffer shall be divided by 100 and multiplied by the number of plants shown in the illustration. The plants shall be spread reasonably evenly along the length of the buffer.
 - (4) The buffering standards applicable to community services/institutional uses shall be determined during the course of the required land development review process pursuant to Section 10-6.806.
 - (5) The foregoing standards shall be applied between abutting parcels as follows:

BUFFERING AND SCREENING REQUIREMENTS																					
EXISTING DEVELOPMENT		PROPOSED DEVELOPMENT Land Use Code Number																			
		<u>NONURBAN</u>			<u>RESIDENTIAL</u>						<u>COMMERCIAL</u>				<u>OFFICE USES</u>				<u>INDUSTRIAL</u>		
L/U Code Number	Land Use Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	NONURBAN LAND USES																				

12	200,000— 1,000,000 sf	NR	NR	B	B	B	B	B	B	N	N	N	N	N	N	C	N	N	B	B	C	B
13	Retail w/ outside storage, not withstanding square feet	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	N	C	C	A
OFFICE AND PERSONAL SERVICES LAND USES																						
14	Minor offices	NR	NR	B	B	B	B	B	B	N	N	N	N	N	N	N	N	N	B	B	C	B
15	Office park	NR	NR	B	B	B	B	B	B	A	B	B	C	B	N	N	N	N	B	B	C	B
Office buildings																						
16	Personal services	NR	NR	B	B	B	B	B	B	N	N	N	N	N	N	N	N	N	B	B	C	B
17	Major	NR	NR	B	B	B	B	B	B	N	N	N	N	N	N	N	N	N	A	B	C	B
HEAVY COMMERCIAL/I NDUSTRIAL LAND USES																						
18	Warehousing/dist ribution	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	N	A	C	A
19	Light industrial	NR	NR	C	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	N	C	A
20	Heavy industrial/heavy infrastructure	NR	NR	NA	D	D	D	D	D	C	C	C	C	C	C	D	B	C	B	C	N	B

21	Transportation/ utilities	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	C	B	N R
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KEY:

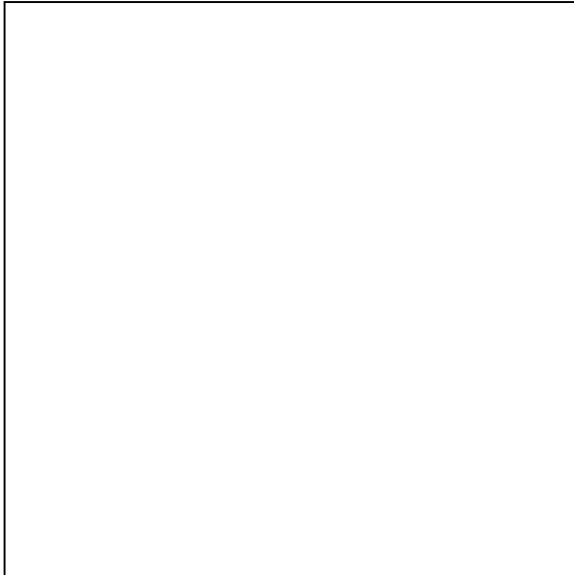
A, B, C, and D indicate accompanying Landscape Standards that must be used.

NR indicates that no buffering is required.

¹ indicates that no buffering is required, except when the proposed development is adjoining a single-family detached dwelling unit located within the RP zoning district, whereupon, the proposed development must provide buffering meeting no less than the Type A landscape standard.

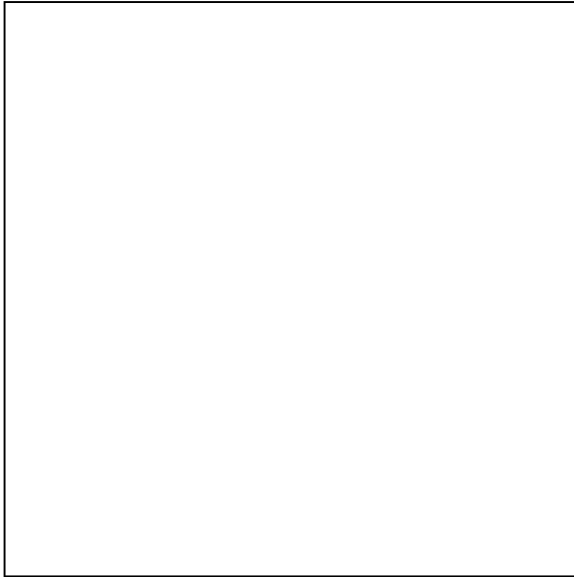
NOTES: To determine the required buffer:

- (1) Locate "Existing" adjacent use on left side of table;
- (2) Locate "Land Use Code Number" of proposed use at top of table;
- (3) Read down in row of Existing Adjacent Use in final buffer requirement.



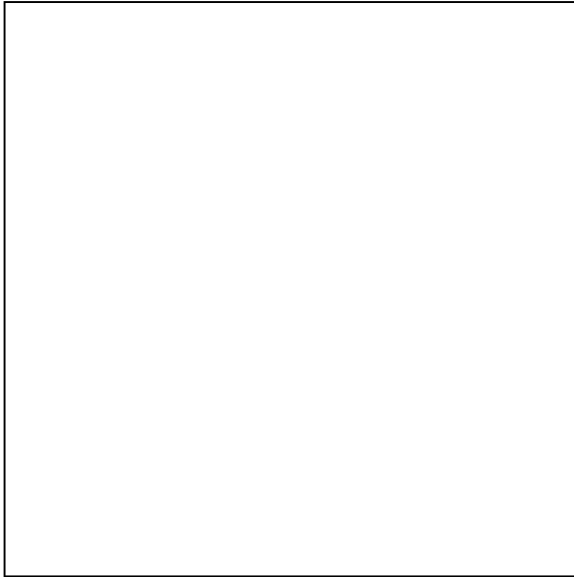
TYPE "A" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
1.2 CANOPY 0.4 UNDERSTORY 4 SHRUBS	20'	
1.8 CANOPY 0.6 UNDERSTORY 6 SHRUBS	15'	
2.4 CANOPY 0.8 UNDERSTORY 8 SHRUBS	10'	







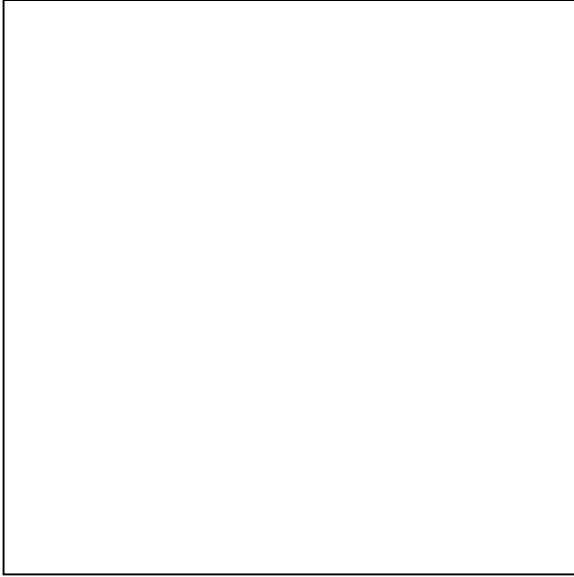
TYPE "B" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
3.5 CANOPY 1.4 UNDERSTORY 14 SHRUBS	25'	
4 CANOPY 1.8 UNDERSTORY 18 SHRUBS	20'	
4.5 CANOPY 1.6 UNDERSTORY 16 SHRUBS	15'	
5 CANOPY 2 UNDERSTORY 20 SHRUBS	10'	

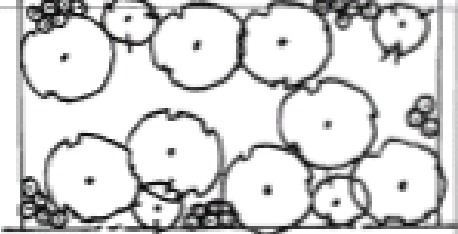
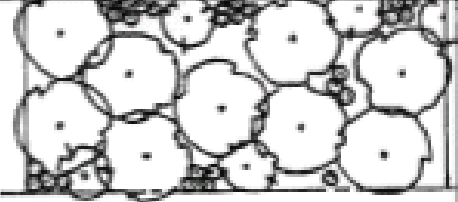




TYPE "C" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
4.8 CANOPY 2.4 UNDERSTORY 19 SHRUBS	35'	
5.4 CANOPY 2.7 UNDERSTORY 22 SHRUBS	30'	
6 CANOPY 3 UNDERSTORY 24 SHRUBS	25'	
6.6 CANOPY 3.3 UNDERSTORY 28 SHRUBS	20'	



TYPE "D" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
8 CANOPY 4 UNDERSTORY 24 SHRUBS	60'	
9 CANOPY 4.5 UNDERSTORY 27 SHRUBS	50'	
10 CANOPY 5 UNDERSTORY 30 SHRUBS	40'	
12 CANOPY 6 UNDERSTORY 36 SHRUBS	30'	

- (6) Buffering for mixed use developments shall be based on the more intense use in the building or cluster of buildings.
- (7) The use of existing native vegetation in buffer zones is preferred. If a developer proposes to landscape a buffer zone with existing native vegetation, the environmental compliance staff may recommend, and the director may allow, a waiver from the strict planting requirements of this section if:
 1. The waiver is necessary to prevent harm to the existing native vegetation; and
 2. The buffering and/or aesthetic purposes of the buffer zone are substantially fulfilled despite the waiver.
- (8) The desired width of a buffer zone between two parcels is the sum of the required buffer zones of the parcels. Where a new use is proposed next to an existing use that has less than the

required buffer zone for that use, the lower standards will be tolerated until the nonconforming parcel is redeveloped and brought into conformity with the buffer zone requirements of this article. The developer of the new adjoining use is encouraged, however, to take into account the inadequacy of the adjoining buffer zone in designing the site layout of the new development.

- (9) In any case where an unbuffered view exists within 500 feet from the side or rear service areas of any nonresidential land use to any single-family or two-family residential land use, uncomplimentary land use buffer requirements shall apply as if such residential uses were located on immediately adjacent lands.
 - (10) A buffer fence as defined in section 10-1.101, which may include the use of berms for visual screening, shall be required, in addition to minimum landscaping standards, when nonresidential uses are adjacent to existing single-family or manufactured/mobile home uses. When required, a buffer fence shall meet standards in subsection (b) below. The buffer fence may be exempted for the following reasons:
 - a. If the uncomplimentary land use areas are occurring within an approved planned unit development or site and development plan, provided that the objectives of this division are met in the design of the planned unit development.
 - b. If a transitional character, sufficient to satisfy the purpose and intent of this division, has been achieved through the design of the planned unit development or site and development plan as determined by the director.
 - (11) Prevailing requirements. Whenever development activity is subject to both the perimeter landscaping requirements and the uncomplimentary land use buffer strip requirements of this subdivision, the latter requirement shall prevail.
- (b) *Buffer fence standards:*
- (1) Whenever a buffer fence is required, it shall be of sufficient height to obstruct the view between adjoining properties, as determined by the director, presumably a minimum of eight feet in height, unless the applicant can prove to the satisfaction of the director that the intent of this article will be met by a fence of lesser height under the particular circumstances. The buffer fence shall be solid opaque, constructed of durable materials appropriate for the intended use and consistent with materials commonly used in surrounding neighborhoods, and shall include provision for access to all landscape materials.
 - (2) The side of a fence facing a less intensive use shall have a finished appearance to furnish an aesthetically pleasing view.
 - (3) At least one-half of all required plant materials shall be installed and maintained on the side facing the less intensive use, unless otherwise specifically provided.
 - (4) Fencing shall be maintained in good repair.
 - (5) In the case when a buffer fence and vegetative buffer is required, the required vegetative buffer shall be reduced by one landscape standard.
- (c) *Use of buffer areas.* No use shall be made of, nor development activity permitted in, the uncomplimentary land use buffers. No accessory structures, garbage or trash collection points or receptacles, parking or any other functional use contrary to the intent and purpose of this article shall be permitted in a required buffer area except for:
- (1) Planting material approved as part of the landscape plan.
 - (2) Installing and maintaining completely underground utilities and essential, specifically approved, overhead or above ground utilities which do not interfere with the mature growth of required plant material.
 - (3) Installing and maintaining grass ditches, with back slopes no steeper than 3:1, which can support the required landscaping materials.

This does not prohibit the combining of compatible functions such as landscaping, drainage facilities, passive recreation areas and preservation areas into an effective and beneficial multiple use of the subject land resource.

(d) *Development.* All development must be consistent with article IV.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 18, 1-29-08; Ord. No. 09-20, § 8, 7-14-09; Ord. No. 13-06, § 13, 3-12-13)

Sec. 10-7.523. - Public water supply.

- (a) Potable water facilities, where required, shall be installed in accordance with standards, specifications, and policies of the county and the service provider except in the urban service area, where such facilities shall be installed in accordance with standards and specifications at least equal to those of the City of Tallahassee for water quality.
- (b) New potable water service, within the urban service areas, shall be provided in a manner which promotes orderly, compact urban and cost efficient growth, and prevents leapfrog development, while optimizing the use of existing facilities.
- (c) Connection and user fees shall be set at levels sufficient to equitably finance the water infrastructure projects in the capital improvements element of the Comprehensive Plan where "equitably" is defined as users paying their fair share of infrastructure projects.
- (d) On or after May 1, 1993, all new developments within the urban service area shall be required to connect to a central water system, if such system is made available within 1,000 feet of the subject property along an existing right-of-way or easement or proposed dedicated right-of-way or easement and within 180 days of the approval of the site and development plan, or issuance of development order, whichever comes first; or within 365 days if right-of-way or easements must be acquired to accomplish the extension. The City of Tallahassee within its franchise area and the public works department in all other unincorporated portions of the urban service area shall determine based on the above criteria, whether central water service is available and shall require a developer to finance, design, and build an off-site extension to serve a proposed development in order to meet the 180 or 365-day availability criteria.

If the system is not available as defined in the above paragraph, then the property owner shall be allowed to install private wells on individual lots, or community water system with central well(s) and distribution systems for potable water on no less than one-half acre lots. If a community water system is within the City of Tallahassee franchise area, upon completion of the construction of a central well(s) for a community water system, it shall be dedicated to the city, and the city shall then be responsible for its operation. The distribution system associated with such community water system shall be constructed and then dedicated to the city in the same manner as any other distribution system in the city system.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.524. - Public sanitary sewer or on-site sewage disposal systems.

- (a) Sanitary sewer facilities shall be installed in accordance with the requirements, policies, and specifications of the county and service provider and those treatment standards of the Florida Department of Environmental Regulation. On-site sewage disposal systems shall be installed in accordance with the requirements, policies and specifications of the county.
- (b) Needed sanitary sewer facilities will be provided in a manner which promotes orderly, compact urban and cost efficient growth while optimizing the use of existing facilities.
- (c) In the urban fringe and the rural land use categories, package plants can only be constructed to serve:

- (1) Environmental problem areas; or
 - (2) Allowable industrial activities; or
 - (3) Community services.
- (d) Heavy infrastructure facilities which do not generate a demand for central sanitary sewer service and which are traditionally located far from urban development because of their off-site impacts, shall not be required to have central sanitary sewer service or potable water service. Examples of such uses are waste-to-energy facilities, power generating plants, landfills, sanitary sewer sprayfields, and materials recovery facilities.
- (e) In this section "heavy infrastructure" shall mean government operational facilities which have significant off-site impacts. "Heavy infrastructure" shall include such facilities operated by semi-public or private utility providers. These facilities shall include but are not limited to:
- (1) Waste-to-energy facilities.
 - (2) Materials recovery facilities.
 - (3) Sanitary sewer sprayfields.
 - (4) Sanitary sewer percolation ponds.
 - (5) Sewage treatment plants.
 - (6) Airports.
 - (7) Electric generating facilities.
 - (8) Landfill.
 - (9) Sludge disposal facilities.
 - (10) Incinerators.
 - (11) Correctional facilities.
 - (12) Water treatment plants.
 - (13) Outdoor storage facilities.
 - (14) Vehicle maintenance facilities.
 - (15) Solid waste transfer station.
- (f) Connection and user fees shall be set at levels sufficient to equitably finance the sewer infrastructure projects in the CIE where "equitably" is defined as users paying their fair share of the infrastructure projects.
- (g) On or after May 1, 1993, all developments within the urban service area shall be required to connect to a central sewer system, if such system is made available within 1,000 feet of the subject property along an existing right-of-way or easement or proposed dedicated right-of-way or easement and within 180 days of the approval of the site and development plan, or issuance of development order, whichever comes first; or within 365 days if right-of-way or easements must be acquired to accomplish the extension. The City of Tallahassee within its franchise area and the public works department in all other unincorporated portions of the urban service area shall determine based on the above criteria whether central sewer service is available and shall require a developer to finance, design, and build an off-site extension to serve a proposed development in order to meet the 180 or 365-day availability criteria.

If the system is not available as defined in the above paragraph, then the property owner shall be allowed to install septic tanks on no less than one-half acre lots, or construct a small wastewater treatment facility. Any such wastewater treatment facility shall be constructed by the developer and designed to meet DER treatment standards. Such design and construction cost shall be borne exclusively by the developer. If such facility is within the City of Tallahassee franchise area, upon completion of the

construction of the facility, it shall be dedicated to the city, and the city shall then be responsible for its operation. By the year 2010, within the City of Tallahassee franchise area, the city shall be obligated to connect any wastewater treatment facilities authorized by this section to its central wastewater treatment system. The distribution or collection system associated with such treatment facility shall be constructed and then dedicated to the city in the same manner as any other distribution or collection system in the city system.

Any land developed within the City of Tallahassee franchise area in the urban service area with septic tanks under this provision at a residential development level of seven units or more with lots smaller than one acre, or a nonresidential development that is estimated to generate a wastewater flow of 900 gallons or less per day, will be subject to:

- a. Payment of city system charges.
- b. Dedicating easements/rights-of-way for future installation of water and sewer lines.
- c. Connecting to central water and sewer service, when it is available.
- d. County assessment of the on-site water and sewer installation costs within the area at the time the provider is ready to provide the water and/or sewer service.
- e. A requirement that the developer include a deed restriction requiring the property owner to connect to central water and sewer as well as a notice to the buyer of lots in the subdivision.

No nonresidential development that is estimated to generate a wastewater flow of 900 gallons or more per day, except community facilities as authorized in Policy 2.1.3[SS] of the Comprehensive Plan, shall be allowed to be developed with septic tanks under this section.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 12-01, § 4, 1-24-12; Ord. No. 13-06, § 14, 3-12-13)

Sec. 10-7.525. - Water and sewer charges.

Water and sewer system charges collected by the department of development support and environmental management for the benefit of county franchisees shall be paid prior to the issuance of a building permit or tap, whichever is first. Water and sewer systems charges shall not be made for development proposals that are served by existing on-site well and/or septic systems which are determined to be functioning properly and do not require repair or substantial modification as determined by the county public health unit.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 14-10, § 34, 6-10-14)

Sec. 10-7.526. - Electric service.

All development approved pursuant to this article shall be provided with electrical services prior to the issuance of certificate of occupancy. Electrical service shall be installed and necessary easements provided in accordance with the requirements, policies, and specifications of the service provider.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.527. - Fire protection facilities.

- (a) All development approved pursuant to this article which is within the urban fringe which are served by public water supply systems of sufficient size and water pressure to serve hydrants shall also be required to afford fire protection by means of hydrants installed in accordance with the requirements and specifications of the county and the service provider. The service provider shall determine the number, placement, and location of fire hydrants.

- (b) All development approved pursuant to this article which is within the Urban service area shall be required to afford fire protection by means of hydrant placement and fire flow in accordance with the requirements and specifications of the City of Tallahassee.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.528. - Requirements for developments with improvements not dedicated to the public.

- (a) An acceptable legal entity with adequate authority and financial ability to provide the maintenance of the commonly owned infrastructure improvements in perpetuity shall be provided in accordance with the requirements of subsections 10-7.610, 1, 2, and 5. Required restrictive covenants shall be provided to prospective purchasers as specified in subsections 10-7.610, 3 and 4.
- (b) Street paving is required for private streets in the urban service area. Street paving is required for private streets in the urban fringe where the length of the street, intensity and type of traffic or the relationship with public streets indicates that paving is appropriate.
- (c) The specified restrictive covenants must be approved by the county attorney as to form and manner of execution and recorded prior to the sale or conveyance of any lot in a subdivision, except minor developments.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.529. - General requirements for sidewalks with new development; fee in-lieu of sidewalk construction.

- (1) *Purpose and intent.* Within the urban services area, new development shall be designed and constructed to facilitate pedestrian mobility in and between residential developments; between residential development and nearby businesses, recreational opportunities, and community facilities; and, to connect places of business to one another and to residential developments.
- (2) *Objective.* New development shall be designed to implement a pedestrian mobility system that facilitates access to residential development, business establishments, community facilities and other nonresidential land uses, and, provides safe and convenient linkage between developments and between the public and private street system.
- (3) *Specific requirements for sidewalks.*
 - (a) Along adjacent streets and rights-of-way. Within the urban services area, all new development, as well as reconstruction, expansion, and extension, as defined in article VI, division 3, shall provide sidewalks along all public and private streets adjoining the development. However, no sidewalks shall be required if the expansion, reconstruction, or renovation is less than 1,000 square feet. Said exemption shall only be available once per subject property, and shall be expressly conditioned upon the fee simple title holder's (and any lien holder) execution of a document providing for sidewalk easement if and when the sidewalk is ultimately constructed by a third-party or a governmental entity. The sidewalk shall be located as follows: when sufficient right-of-way exists, the sidewalk shall be located within the public right-of-way; when sufficient right-of-way does not exist, the sidewalk shall be located at an alternative location parallel to the right-of-way or elsewhere on the development property, if approved by the county engineer. For those developments where sidewalks cannot be located within the public right-of-way, the developer must provide and record in the public records of Leon County, Florida, all easements necessary to guarantee public access to the sidewalk.
 - (b) Linking pedestrian on-site destinations and adjacent rights-of-way. Within the urban services area, nonresidential and multifamily residential development shall provide safe and efficient sidewalk linkages between building entrances and parking areas, adjacent portions of the

development, and adjacent rights-of-way. At least one accessible route in accordance with the Florida Accessibility Code shall connect buildings to parking areas and adjacent rights-of-way.

- (c) *Linking adjacent development.* In addition to the requirements of paragraph (2), within the urban services area, both commercial and office development shall provide internal sidewalk interconnection between adjacent commercial and office development. This requirement does not apply to the following development proposals: (i) where the building entrance is located within 30 feet of a sidewalk along an adjacent right-of-way serving both developments, (ii) where the length of the common property boundary of the two adjacent developments is less than 50 feet, (iii) where construction or use of the sidewalk would have an adverse impact upon a preservation area, as defined in article VI, or (iv) where a sidewalk would create a safety hazard.
 - (d) *Along new streets.* Within the urban services area, sidewalks shall be constructed on both sides of all new arterial and collector streets. Sidewalks shall be constructed on at least one side of all other new streets within residential and nonresidential subdivisions.
 - (e) *Design and construction standard.* Sidewalks shall be installed and constructed in accordance with the requirements and specifications of the county engineer.
 - (f) *Exemptions.* Sidewalks shall not be required in association with new residential development within the lake protection zoning district provided that: (i) the development does not utilize the cluster option described in section 10-6.616, or (ii) the development is not connected to a central sewer service, or (iii) there are no existing or planned sidewalk facilities adjacent to the development site, or (iv) the development is not adjacent to a zoning district that requires sidewalks.
- (4) *Fee in-lieu of sidewalk construction authorized.* In those instances where the development review committee determines, pursuant to the satisfaction of applicable criteria set out herein, that the construction of a sidewalk required by subsection 10-7.502(b)(2) is inappropriate or unnecessary, the applicant for the development or subdivision shall be required to pay, into the applicable sidewalk area trust fund, a fee in-lieu of providing the sidewalk.
- (5) *Fee in-lieu of sidewalk construction - process and criteria for approval.* In order to approve payment of a fee-in-lieu of sidewalk construction, the developer shall submit a formal request with sufficient documentation to the development review committee, which shall approve the request if it finds that one or more of the following criteria have been met:
- (a) The location of the sidewalk would likely create a significant safety hazard; or
 - (b) Construction or subsequent use of the sidewalk would have an adverse impact upon a preservation area, as defined in article X; or
 - (c) Construction of the sidewalk has already been scheduled by its inclusion in the approved transportation improvement plan, the approved capital budget, a state- or federally-funded project, or a development agreement executed pursuant to F.S. § 163.3221; or
 - (d) The construction of sidewalks is not warranted at the time of development due the presence of safety hazard or environmental limitations off-site that would likely preclude the extension of sidewalks to the affected development site; or
 - (e) The affected development site lies within a subdivision recorded prior to August 1, 2006, that does not presently have sidewalks; or
 - (f) The construction of a sidewalk from the interior of the site connecting to the public sidewalk system along and parallel to street frontage, when the site is located within a the M-1, I, or PUD zoning district and principal use is proposed to be industrial or warehousing, and such sidewalk would not be warranted at the time of development due to projected low pedestrian accessibility demand.

- (6) *Payment of fee in-lieu.* In those instances where the entity with authority to approve a proposed development or subdivision authorizes payment of a fee in-lieu of sidewalk construction, the following provisions shall apply:
- (a) The developer shall pay a fee in-lieu to the sidewalk area trust fund account, applicable based upon project location, prior to receiving final approval for the development;
 - (b) The fee shall be adopted by resolution of the Board of County Commissioners.
- (7) *Appropriation of fees paid in-lieu of sidewalk construction.* To facilitate the equitable and efficient expenditure of fee revenues for the exclusive purpose of improvements to the pedestrian mobility system within the area of affected development projects, there are hereby established the following Leon County Sidewalk Trust Fund Areas:
- Trust fund area 1:* That portion of county commission district 1, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;
- Trust fund area 2:* That portion of county commission district 2, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;
- Trust fund area 3:* That portion of county commission district 3, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;
- Trust fund area 4:* That portion of county commission district 4, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004; and,
- Trust fund area 5:* That portion of county commission district 5, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004.
- Fees collected pursuant to this section shall be held in an account for that trust fund area in which the affected development project is located; shall be expended only for the purpose of improvements to the pedestrian mobility system within that trust fund area; and, may not be combined with the assets of any other trust fund area account, except when used for improvements to the pedestrian mobility system facilities extending into two or more trust fund areas, in which case only those assets necessary for the improvements may be combined. Any fees paid in-lieu of sidewalk construction associated with an individual development project not expended within a period of seven years from the date of collection shall be refunded to the payer.
- (8) *Interpretation.* The directors of the departments of development support and environmental management and public works or their designees shall be authorized to administer and provide interpretations regarding the implementation and administration of this section.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 20, 1-29-08; Ord. No. 10-06, § 1, 3-23-10; Ord. No. 13-06, § 15, 3-12-13; [Ord. No. 15-10](#), § 3, 7-7-15)

Sec. 10-7.530. - Transportation right-of-way preservation.

- (a) *Purpose and authority.* The purposes of this section, adopted in accordance with F.S. §§ 163.3177(6)(b) and 337.273(6) are to:
- (1) Implement the Tallahassee-Leon County Comprehensive Plan, especially the long range transportation plan and transportation element objectives and policies for future transportation corridors;
 - (2) Alleviate traffic congestion on major roadways and therefore protect and enhance the economy, the environment, and the public health, safety and welfare of the citizens of the county;

- (3) Maintain established level of service standards to accommodate planned future growth, minimize impacts to existing development, and to assure a safe, efficient and sustainable transportation system for the citizens of the county;
 - (4) Provide a basis for coordinating the provision of transportation facilities with new development on designated corridors where the construction and improvement of transportation facilities is expected; and
 - (5) Protect the rights of landowners whose land is designated for future transportation use.
- (b) *Applicability.* These right-of-way setbacks shall apply to all land within or abutting future transportation corridors designated on/in the future right-of-way needs map and the Tallahassee-Leon County long range transportation plan of the Tallahassee-Leon County Comprehensive Plan, as amended.
- (c) *Consistency with the transportation plan and protection from encroachment.* All development on planned future corridors designated for improvement in the Tallahassee-Leon County Comprehensive Plan and identified on the future right-of-way needs map and long range transportation plan shall be consistent with the transportation functions of those corridors. Planned future corridors shall be protected from encroachment by structures, parking areas, or drainage facilities, except as may be allowed on an interim basis in accordance with subsection (g).
- (d) *Right-of-way along designated roadway facilities.* The following minimum right-of-way shall be required along arterial and collector roadways designated for improvement on/in the future right-of-way needs map and/or the Tallahassee-Leon County long range transportation plan of the Tallahassee-Leon County Comprehensive Plan, as amended.
- (1) Future right-of-way needs with an existing corridor alignment (assuming flat terrain without side slopes, and four lanes with separate bike lanes provided).

Functional Classification	ROW (ft.)
Blueprint principal arterial	230
Principal arterial (with frontage road)	138
Minor arterial (no parking)	112
Major collector (with parking)	120
Minor collector (no parking)	100

- (2) Future right-of-way needs without an existing corridor alignment.

Functional Classification	ROW (ft.)
Blueprint principal arterial*	230

Principal arterial	200
Minor arterial	176
Major collector	146
Minor collector	100
* Planned right-of-way needs for Capital Circle from Centerview to W. Tennessee, as accepted by the Blueprint Intergovernmental Agency on November 19, 2001.	

- (3) Widths represent maximum anticipated right-of-way needs based on roadway functional classification, typical cross sections, and design standards for a range of potential design alternatives. In addition to the number of travel lanes, the following are important considerations in the determination of right-of-way needs for future corridors:
- a. Space for sidewalks to provide safe and convenient movement of pedestrians.
 - b. The provision of bike lanes or separate bike paths.
 - c. Space for current or future location of utilities so that, when necessary, they can be safely maintained without undue interference with traffic. The utility strip needs to be of sufficient width to allow placement of a water main so that in the case of rupture, neither the roadway pavement nor adjacent property will be damaged.
 - d. Accommodation of stormwater at the surface or in storm drains.
 - e. Accommodation of auxiliary lanes at intersections.
 - f. Placement of trees to improve the aesthetic qualities of the roadway, to shade pedestrians, and improve community appearance. The space needs to be adequate to accommodate tree growth without damaging sidewalks, abutting development, or curb and gutter.
 - g. Allowing for changes in the paved section, utilities, or other modifications, that may be necessary in order to meet unforeseen changes in vehicular, pedestrian, bicycle, or other transportation needs as a result of changes in land use and activity patterns.
- (4) Alternative widths may be established by the local government, in consultation with other affected agencies, pursuant to an adopted critical area plan or based upon an analysis of existing constraints, community planning objectives, and other considerations unique to the roadway or surrounding land development.
- (e) *Determination of alignment and setbacks.*
- (1) Where an alignment of a designated corridor has been established by engineering study and/or design, all proposed structural improvements shall conform with the building setbacks in that zoning district and such setbacks shall be measured from the identified right-of-way line for the new alignment.
 - (2) Where an alignment has not been established by engineering study and/or design, the applicant may propose, and the county shall establish, an approximate alignment consistent with the need to avoid development encroachment and provide continuity of the corridor, as well as to meet conceptual site planning needs of the project. The generalized widths indicated on the future right-of-way needs table (subsection 10-7.530(d), above) shall be used to determine an

appropriate alignment, except where the local government has designated an alternative width pursuant to an adopted critical area plan, an analysis of existing constraints, or community planning objectives. The following techniques shall be considered for maintaining the continuity of the corridor and protecting the corridor from encroachment:

- a. For existing roads, the future centerline shall be the centerline of the existing right-of-way, except where an alternative centerline alignment would be clearly less harmful to the environment, would displace fewer residents and businesses, or is more technically or financially feasible. On state roads, the public works department shall solicit comments on the proposed alignment from the state department of transportation and review those comments in evaluating the proposed alignment.
 - b. For new roads on new alignments, the public works director shall establish an approximate alignment that maintains the continuity of the corridor and minimizes adverse social, environmental and economic impacts of the transportation project. On state roads, the public works department shall solicit comments on the proposed alignment from the state department of transportation and review those comments in evaluating the proposed alignment.
 - c. The approximate alignment shall be the basis for applying normal setbacks as specified in that zoning district. When the specific alignment is later established through engineering study and design, the setback may be reduced through the established deviation process, provided that such reduction is necessitated solely by the final alignment of the right-of-way.
- (3) Reduction of rear- and side-yard setbacks may be considered to ensure that structures do not encroach into future transportation corridors. A reduction of the required setback may be approved through the development review committee (DRC) deviation procedure, provided such reduction is necessitated solely by the proposed alignment of the corridor. In the event that a site plan application would normally qualify as a Type A site plan, the request of such setback reduction would elevate the request to a Type B site plan review to ensure comprehensive consideration of potential impacts.
- (f) *Right-of-way dedication.*
- (1) A property owner may, at any time during the application process for preliminary, conceptual, or final approval of a project (including site plan or plat), voluntarily dedicate lands within the project site to the county, or to the governmental entity with jurisdiction should it be a non-county roadway, that are in the future corridor or right-of-way. Where an alignment has been established by engineering study or design, lands to be dedicated shall be within the designated future right-of-way. Where an alignment has not been established, an approximate alignment shall be established as provided in subsection 10-7.530(d).
 - (2) Projects proposed adjacent to or abutting a designated future transportation corridor, shall, as a condition of approval, be required to dedicate lands within the project site that are necessary for that right-of-way to the county, or to the governmental entity with jurisdiction should it be a non-county roadway, provided there is a rational nexus between the required dedication of land, the needs of the community, and the impacts of the project on the transportation network due to development. When a development application proposes to generate trips on adjacent roadway facilities (both existing and proposed), the county will generally presume there is a nexus. The following shall also apply:
 - a. Dedication required under this section shall be shown on the site plan and/or recordation on the face of the plat, deed, grant of easement, or other method acceptable to the county, or to the governmental entity with jurisdiction should it be a non-county roadway. Dedication shall be completed prior to issuance of final development order or recording of the final plat. If final approval of the application is denied, the deed or other instrument of dedication shall be voided and returned to the applicant.

- b. Where a series of approvals are required for a development project, or in the case of a phased development project, the developer may petition the county, or the governmental entity with jurisdiction should it be a non-county roadway, to defer the obligation to dedicate necessary rights-of-way at the time of granting of a subsequent development order approval. As a condition of deferring the obligation to dedicate rights-of-way, which deferral shall be in the sole discretion of the county (or entity with jurisdiction), the county shall require the developer to execute an agreement specifying the amount and timing of the right-of-way dedication.
- (g) *Interim use of reserved land.* Interim use of land within a future transportation corridor may be permitted to preserve some economic use of the land until it is needed for transportation purposes. Such uses shall conform to the use provisions of the zoning district and shall be limited to the following:
- (1) Green space requirements to support the development on the non-dedicated portion of the parcel;
 - (2) The stormwater retention facility may, at the discretion of city and/or FDOT, be incorporated into the design of the future transportation facility retention facilities. Should this option be chosen by the county and/or FDOT, the developer need not relocate the stormwater retention facility provided that the property for the stormwater facility is dedicated to the local government, which will assume maintenance responsibility for the facility, and/or relocate such facility to a regional facility.
- (h) *Incentives.* The incentives below may also be provided to landowners who dedicate property determined by the county as necessary for corridor protection. A landowner is not entitled to all of these incentives on any one project. Instead, it is the intent of this provision that these tools (or a combination thereof) be available to the landowner and county staff for development of a written agreement in which the landowner is compensated for the value of land dedicated to the county (or other applicable jurisdiction). Such written agreement shall be completed as a condition of final site plan approval. Incentive (5), however, shall be granted by right to every applicable application.
- (1) *On-site transfer of development rights.* If the right-of-way is dedicated to the county, the county may approve the on-site transfer of development rights, based on the gross density or intensity allowable on the site prior to any set-aside for future right-of-way. The transfer will be from land needed for transportation right-of-way to other portions of the site, excluding any land required to be dedicated for site-related improvements. Approval of transfer of development rights may include consideration of deviations from site design standards necessitated by the increased net density or intensity of the portions of the site receiving the transfer of development rights.
 - (2) *Clustering of structures.* Clustering of structures may be allowed to preserve the full development rights of the property while siting structures to avoid encroachment into the corridor. Clustering of structures under this provision may include deviations to reduce setbacks between buildings within a project site, reduction of buffers within a project site, or deviations from other related site design requirements. This provision is not intended to reduce perimeter buffers designed to ensure compatibility of proposed development with adjacent uses.
 - (3) *Natural/landscape area.* The acreage of dedicated right-of-way may be included in the calculations of greenspace required under article IV of this Code. This provision is not intended to reduce perimeter buffers designed to ensure compatibility of proposed development with adjacent uses, or to eliminate interior landscaping designed for aesthetics and shade. Related standards for landscaping, natural area, and tree debits/credits are provided in article IV of this Code.
 - (4) *Concurrency transportation mitigation.* The value of the dedicated right-of-way may be eligible as a credit toward the transportation concurrency mitigation consistent with the Leon County Concurrency Management Policy and Procedures Manual.
 - (5) *Deviation fees or elevated review fees.* In the event that a government request for dedication causes the need for specific deviation and/or elevation from Type A to Type B review, a waiver

of the resultant deviation fees and/or the difference between Type A and Type B site plan fees shall be provided.

- (i) *Economically beneficial use of property.* The county may elect to not apply certain provisions of this section to a particular parcel of property if staff determines that application of such provisions would prevent all economically beneficial use of the property.
- (j) *Exceptions.* Sidewalks, bicycle facilities, driveway access facilities and public utilities may be placed within the required right-of-way subject to review and written authorization by the department of public works in coordination with the applicable departments and/or facilities providers. Mailboxes shall not be affected by this section.
- (k) *Appeals.* Any aggrieved party adversely affected by this section may seek relief under the procedure provided in the applicable provisions of article VII, division IV.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 12-07, § 11, 5-8-12)

Editor's note— Section 11 of Ord. No. 12-07, adopted May 8, 2012, changed the title of § 10-7.530 from "Special roadway setbacks" to "Transportation right-of-way preservation."

Subdivision 3. - Parking and Loading Standards

Sec. 10-7.541. - Purpose and intent.

The purpose and intent of this division is:

- (1) To encourage the appropriate location of off-street parking and loading to provide the needed levels of service to the county.
- (2) To avoid undue congestion on the streets.
- (3) To protect the capacity of the street system to move traffic.
- (4) To avoid unnecessary conflicts between vehicles and pedestrians.
- (5) To encourage the use of mass transportation.
- (6) To facilitate transportation management systems.
- (7) To preserve and enhance the designated pedestrian activity areas.
- (8) To facilitate the access from the street into off-street parking lots, structures and off-street loading spaces.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.542. - Parking standards committee.

There is hereby established a parking standards committee comprised of the planning director, the development support and environmental management director and the public works director, or their respective designees. The parking standards committee shall meet on an as-needed basis to approve, approve with conditions, or deny requests and applications as provided for in this article.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 14-10, § 35, 6-10-14)

Sec. 10-7.543. - Parking study.

- (a) A parking study, when required by this article, shall include, but not be limited to:
 - (1) Estimates of parking requirements based on recommendations in studies such as those from Urban Land Institute, Institution of Traffic Engineering, or the Traffic Institute, and based on data collected from uses or combinations of uses which are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity, and location. The study shall document the source of data used to develop recommendations.
 - (2) An analysis of the extent to which a transportation system management program and/or use of alternative forms of transportation lessen the parking requirement.
- (b) For several uses listed in the matrix the parking requirement is to be determined by the parking standards committee. These uses have a large variability in parking demand, making it impossible to specify a single parking requirement. A developer proposing to develop or expand one of these uses must submit, to the county administrator or designee, four copies of a parking study, as described in this section that provides justification for the requirement proposed. The parking standards committee will review this study along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.544. - Required parking.

- (a) *Generally.* In all districts (except UP-1 and UP-2), in connection with every residential, commercial, industrial, institutional or any other use, there shall be provided, at the time any new structure is erected, any use of a structure or land is enlarged or increased in density or intensity or any other use established, parking spaces for automobiles in accordance with requirements contained in this division. Conformance with the parking requirements herein shall be for the new use or portion of enlarged use or structures only and not the existing use or structure. Off-street parking facilities shall be provided for all development within the county pursuant to the requirements of this article. The facilities shall be maintained as long as the use exists that the facilities were designed to serve.
- (b) *Joint use facilities and shared parking.*
 - (1) Nothing in this division shall be construed to prevent the joint use of off-street parking or off-street loading space for two or more structures or uses.
 - (2) An agreement for joint use of parking facilities, in the form of a reciprocal easement acceptable to the office of the county attorney shall be filed with the county administrator or designee and recorded with the clerk of the circuit court.
 - (3) No part of an off-street parking area or off-street loading area required for any structure or use for the purpose of complying with the provisions of this article shall be included as part of an off-street parking area or off-street loading area similarly required for another building or use, unless the county administrator or designee determines that the periods of peak usage of such buildings or uses will not be simultaneous with each other.
 - (4) An agreement, with the county as one of the parties with a right of enforcement, for such joint use, in the form of a reciprocal easement acceptable to the county attorney shall be filed with the county administrator as designee and recorded with the clerk of the circuit court.
 - (5) The compliance permit covering such approval shall include the requirements that the permit is valid only so long as the conditions described in the application for the permit exist.
- (c) *Compliance with regulations.* The requirements for off-street parking space and loading space applicable to newly erected or substantially altered structures shall be a continuing obligation of the owner or the real estate upon which any such structure is located, so long as the structure is in existence and its use requiring parking or loading, or both, continues. It shall be unlawful for an

owner of any structures affected by this division to discontinue, change or dispense with, or cause the discontinuance of such structure, without establishing alternative parking and loading space which meets the requirements of and is in compliance with this division.

- (d) *Methods of providing required parking and loading.* All required parking shall be located on the same lot as the principal uses it serves, except as provided below. The required parking for a use on a lot may be located on another lot, either by itself or combined as shared parking with other uses, subject to certification by the county administrator or designee that the following requirements have been met:
- (1) The use being served by the off-street parking lot shall be a permitted principal use in the zoning districts within which the lot containing the parking lot is located.
 - (2) The off-street parking spaces shall be located within 600 feet walking distance of a public entrance to the structure or land area containing the use for which such spaces are required.
 - (3) The continued availability of the off-site parking spaces necessary to meet the requirements of this provision shall be ensured by appropriate easement.
 - (4) The land area of the off-site parking lot shall be added to the area of the lot containing the land use being served for purposes of determining applicable permitted land use intensities.
 - (5) The provision of required off-street parking in an off-site location shall only occur in commercial, office, and industrial districts.
 - (6) Remote off-street parking shall not be separated from the use it serves by an arterial or collector street, or by other similar physical barriers to convenient access between the parking and the use.
- (e) *Historic preservation overlay requirements.* Off-street parking and loading requirements shall not be applicable to the historic preservation overlay area.

(Ord. No. 07-20, § 2, 7-10-07)

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

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

Zoning District	Allowed Number of Parking Spaces
R, UF, LTRUF, RC, WC, LP, RP, RA, OS, OA-1	95%—100% of standard in schedule 6-2; up to 5% may be allowed over the standard, but shall be of an approved pervious material.
R1, R2, R3, R4, R5, OR-1, MH, MRC	85%—100% of standard in schedule 6-2; up to 10% may be allowed over the standard, but shall be of an approved pervious material.
OR-2, MR-1, C-1, BC-1, BOR, M-1, I, MRCN, NBO	80%—100% of standard in Schedule 6-2; up to 15% may be allowed over the standard, but shall be of an approved pervious

	material.
AC, BC-2, BCS, OR-3, CM, C-2, CP, IC, UP-1, UP-2	75%—100% of standard in schedule 6-2; up to 15% may be allowed over the standard, but shall be of an approved pervious material.
DRI, PUD	Development-specific schedule to be included in approved development application.

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

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

**SCHEDULE 6-2
Required Parking Spaces**

	Use	Minimum Off-Street Parking Requirement	Ratio of Full Size to Compact Parking Spaces (Full/Compact)	Required Bicycle Spaces	Notes
RESIDENTIAL					
1.	Conventional detached	1,2 and 3 bedrooms: 1.5 spaces/unit* ** 4 bedrooms: 2 spaces/unit* **	100/0	0	* If on-street parking is not permitted or is restricted on the unit's street frontage, then 1 visitor parking space shall be required. The visitor space shall be located not more than 100 feet from the unit's street frontage.

					** Resident parking spaces may be tandem.
2.	Cluster/multifamily development: -Resident parking*	1 Studio/bedroom: 1 space/unit 2, 3 or more bedrooms: 1.5 spaces/unit	100/0	0.10 per required parking space	* Resident parking spaces may be tandem. ** On-street parking provided in accordance with the dimensions required for parallel spaces may count toward visitor parking requirements. These spaces must be located within the maximum distances specified in section 10-7.544(d)(2).
	Visitor parking**	0.5 space/unit	50/50		
3.	Housing for the elderly	To be determined by the parking standards committee*			* Developer shall submit a parking study.
4.	Mobile home parks				* Resident parking spaces may be tandem.
	-Resident parking*	1.5 spaces/unit	100/0	0	
	-Visitor parking**	0.25 spaces/unit	50/50		** On-street parking provided in accordance

					with the dimensions required for parallel spaces may count toward fulfilling visitor parking requirements. These spaces must be located within the maximum distances specified in section 10-7.544(d)(2).
COMMERCIAL					
5.	Uses located in commercial shopping centers	1 space/350 square feet of gross floor area	70/30	0.10 per required parking space	
6.	Auto repair/service station	2 per service bay plus 1 per 2,000 square feet of gross floor area	70/30	0	
7.	Auto sales	1 space/400 square feet of gross floor area*	70/30	0	* Areas for vehicle display shall utilize pervious material to the greatest extent possible.
8.	Auto washing	1 space/washing stall	70/30	0	
9.	Barbershops or beauty parlors	1 space/250 square feet of gross floor area	70/30	0.10 per required parking space	

10.	Bank, savings and loan	1 space/400 square feet of gross floor area	70/30	0.10 per required parking space	
11.	Hotel, motel	.75 space per unit	70/30	0	
12.	Lumberyards, nurseries	1 space/350 square feet of gross floor area for retail sales plus 1 space/2,000 square feet of outdoor area devoted to displays and storage	70/30	2	
13.	Offices:			0.10 per required parking space	* For on-site parking facilities containing 1,000 or more parking spaces, the parking requirement shall be 1 space per 500 square feet of gross floor area for parking spaces required in excess of 1,000.
	-Administrative business and professional	1 space/350 square feet of gross floor area*	50/10		
	- Government	1 space/350 square feet of gross floor area*	50/50	0.05 per required parking space	
14.	Restaurants: -All restaurants except fast food	1 space/200 gross square feet of floor area up to 6,000 gross square feet plus 1 space/150 gross square feet of floor area over 6,000 square feet	70/30	0.10 per required parking space	
	-Fast food restaurant	1 space/350 square feet of gross floor area	70/30	0.25 per required parking	

				space	
15.	Retail, general (i.e. department stores, markets, etc.)	1 space/350 square feet of gross floor area	70/30	0.10 per required parking space	
16.	Retail, furniture and appliance	1 space/1000 square feet of gross floor area	70/30	0.05 per required parking area	
17.	Elementary and junior high schools	1.5 spaces/classroom	70/30	5.00 per required parking space*	* Bicycle spaces for teachers and visitors should be separate from spaces for students.
18.	Senior high schools	3.25 spaces/classroom	70/30	2.50 per required parking space	
19.	Colleges	3.25 spaces/classroom	70/30	3.00 per required parking space	
20.	Convenience food stores	1 space/300 square feet of gross floor area	70/30	0.10 per required parking space	
HEALTH SERVICES					
21.	Convalescent and nursing homes	1 space/4 beds	70/30	0.10 per required parking space	
22.	Medical and dental offices and clinics,	1 space/250 square	70/30	0.5 per required	

	veterinary hospitals and clinics	feet of gross floor area		parking space	
INDUSTRIAL USES					
23.	Manufacturing	1 space/750 square feet of gross floor area devoted to manufacturing for the first 20,000 square feet plus the required parking for area devoted to other uses; 1 space/2,000 square feet for the second 20,000 square feet. 1 space/4,000 square feet for floor area in excess of 40,000 square feet	50/50	0.10 per required parking space	
24.	Warehouse	1 space/1,000 square feet of gross floor area for the first 20,000 square feet devoted to warehousing plus the required footage devoted to other uses. 1 space/2,000 square feet for the second 20,000 square feet. 1 space/4,000 square feet for floor area in excess of 40,000 square feet	50/50	.05 per required parking space	
25.	Reserved				
ENTERTAINMENT AND RECREATION					
26.	Arcades, games	1 space/300 square	70/30	0.20 per required	

		feet of gross floor area		parking space	
27.	Bowling alleys, billiard halls	3 spaces/alley plus 1.5 for each billiard table plus required parking for other uses on the site	70/30	0.20 per required parking space	
28.	Commercial stables	1 space/5 stalls boarded on the site	70/30	0.10 per required parking space	
29.	Driving range (golf)	1 space/tee plus required parking for any other uses on the site	70/30	0.10 per required parking space	
30.	Golf course (regulation)	5 spaces/hole plus required parking for any other uses on the site	70/30	0.10 per required parking space	
31.	Miniature golf	1 space/3 holes plus required parking for any other uses on the site	70/30	0.10 per required parking space	
32.	Parks (public or private)	To be determined by the parking standards committee*	70/30		* Developer must submit a parking study.
33.	Skating rinks	1 space/300 square feet of gross floor area	70/30	0.25 per required parking space	
34.	Tennis, handball and racquetball facilities	2 spaces/court plus required parking for additional uses on the site	70/30	0.25 per required parking space	

35.	Health club	1 space/ 200 square feet of gross floor area*	70/30	0.25 per required parking space	* Swimming pool shall be counted as floor area.
36.	Theaters, movies: - Single screen	1 space/4 seats	70/30	0.10 per required parking space	
	-Multiscreen	1 space/4 seats			
MISCELLANEOUS					
37.	Auditoriums	1 space/200 square feet of gross floor area	70/30	0.10 per required parking space	
38.	Churches and other spaces of public assembly	1 space/200 square feet of chapel, sanctuary or assembly area*	70/30	0.10 per required parking space	* May be all pervious material unless determined by parking standards committee to require impervious parking
39.	Day care, preschools, nursery schools	1 space/300 square feet of gross floor area, if adequate drop-off facilities are provided*	70/30	0.10 per required parking space	* Drop-off facilities must be designed to accommodate a continuous flow of passenger vehicles to load and unload children safely. The adequacy of drop-off facilities shall be determined by the transportation

					engineer based on standard traffic safety principles.
40.	Model home	2 spaces/model home plus 1 space/salesperson * **	100/0	0	* Salesperson space may be a vacant garage space in the model home. ** On-street parking adjacent to the site frontage may count toward fulfilling required parking if doing so does not produce a shortage or residential parking or obstruct traffic.
41.	Utilities	To be determined by the parking standards committee*			* Developer must submit a parking study.
42.	Libraries	To be determined by the parking standards committee*	70/30	0.20 per required parking space	* Developer must submit a parking study.

(b) For any use not listed in schedule 6-2, the county administrator or designee, upon review of the proposed use, shall specify the required number of loading spaces to be provided, using generally accepted traffic engineering practices and standards.

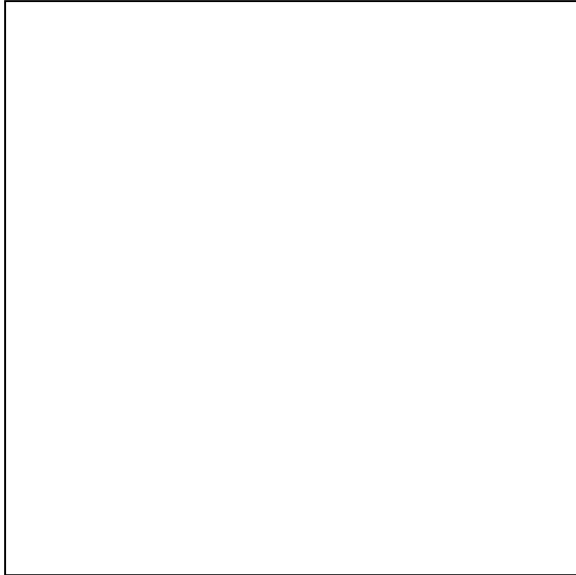
(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 21, 1-29-08; Ord. No. 13-25, § 3, 12-10-13; Ord. No. 14-10, § 36, 6-10-14)

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

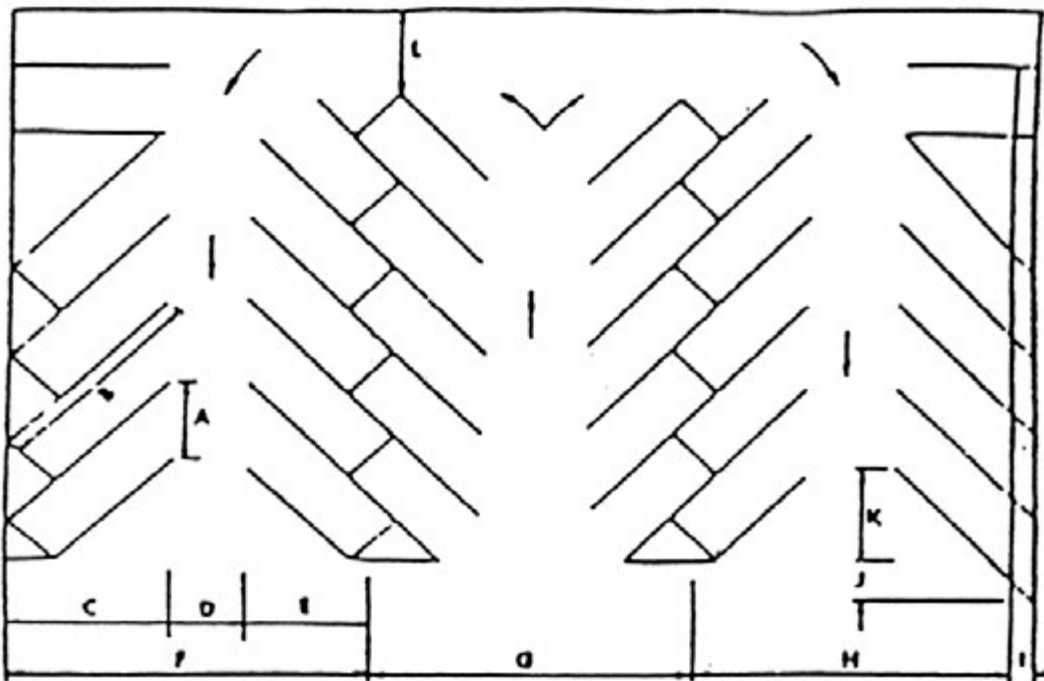
- (a) *Regular car parking.* The minimum dimensions for required off-street spaces shall be as depicted in schedule 6-3 and schedule 6-4 below:

**SCHEDULE 6-3
Regular Car Parking**

Dimension	Schedule 6-4	0 Deg	45 Deg	60 Deg	75 Deg	90 Deg
Stall width, parallel to aisle	A	9.0	12.7	10.4	9.3	9.0
Stall length of line	B	24.0	24.5	21.4	19.5	18.0
Stall depth to wall	C	9.0	17.0	18.5	19.0	18.0
Aisle width between stall lanes	D	12.0	12.0	16.0	22.0	24.0
Stall depth, interlock	E	9.0	14.8	17.0	18.3	18.0
Module, wall to interlock	F	30.0	43.8	51.5	59.3	60.0
Module, interlocking	G	30.0	41.6	50.0	58.6	60.0
Module, interlock to curb face	H	30.0	41.8	49.4	56.9	58.0
Bumper overhang (typical)	I	0.0	1.5	1.8	2.0	2.0
Offset	J	-	6.3	2.7	0.5	0.0
Setback	K	24.0	11.0	8.3	5.0	0.0
Cross aisle, one-way	L	18.0	18.0	18.0	18.0	18.0
Cross aisle, two-way	-	24.0	24.0	24.0	24.0	24.0



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



- (b) *Compact car parking.* Parking for compact cars may be provided for up to 30 percent of the required parking, according to the following conditions:
- (1) Compact car parking may be provided only for parking areas that have ten or more spaces.
 - (2) For 90-degree compact parking, the minimum stall width shall be eight feet and the minimum stall length shall be 16 feet. There need be no provision for bumper overhang for compact parking.
 - (3) Compact parking spaces must be designated as being for the exclusive use of compact cars through the use of signs or pavement marking.

- (4) The overall design of a parking lot incorporating spaces for compact cars must be reviewed and approved by the county administrator or designee.
- (5) The parking layout dimensions (in feet) for eight-foot compact parking stalls at various angles are shown below in schedule 6-5.

**SCHEDULE 6-5
Compact Car Parking**

Dimension	Schedule 6-4	0 Deg	45 Deg	60 Deg	75 Deg	90 Deg
Stall width, parallel to aisle	A	8.0	11.3	9.2	8.3	8.0
Stall length of line	B	22.0	24.0	20.5	18.2	16.0
Stall depth to wall	C	8.0	17.0	17.8	17.6	16.0
Aisle width between stall lanes	D	12.0	12.0	16.0	22.0	24.0
Stall depth, interlock	E	8.0	11.7	14.3	16.0	16.0
Module, wall to interlock	F	28.0	43.2	48.1	53.3	56.0
Module, interlocking	G	28.0	43.2	48.1	53.3	56.0
Module, interlock to curb face	H	28.0	43.2	48.1	53.3	56.0
Bumper overhang (typical)	I	0.0	0.0	0.0	0.0	0.0
Offset	J	0.0	5.7	2.3	0.6	0.0
Setback	K	22.0	11.3	8.0	4.1	0.0
Cross aisle, one-way	L	18.0	18.0	18.0	18.0	18.0
Cross aisle, two-way	-	24.0	24.0	24.0	24.0	24.0

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

space in determining compliance with section 10-7.545, but optional spaces for the handicapped shall be counted. All spaces for the handicapped shall be paved.

- (d) *Parking surfaces.* Except for single-family and two-family dwellings and agricultural uses, every off-street parking area shall be surfaced with a material that provides a durable and dust-free surface, as approved by the county administrator or designee, upon consultation with appropriate representatives of the public works department. However, parking for seasonal uses and portions of off-street parking lots not used on a regular basis may be exempted from the paving requirements above. Determination of the granting of exemptions shall be made by the parking standards committee.
- (e) *Miscellaneous.* When determination of the number of off-street spaces required by this article results in a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space. In stadiums, sports arenas, churches and other places of assembly in which those in attendance occupy benches, pews or other similar seating facilities, and/or which contains an open assembly area, the occupancy shall be based on the maximum occupancy rating given the building by the fire marshal. Gross floor area shall be the sum of the gross horizontal area of all floors of a building measured from the exterior faces of the exterior walls.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 13-25, § 4, 12-10-13)

Sec. 10-7.547. - Required off-street loading space.

- (a) Every use requiring receipt or distribution of materials or merchandise by motor vehicles shall have one or more loading berths or other space for standing, loading and unloading on the same or adjoining premises in accordance with schedule 6-6. Loading space shall be sufficient to allow normal loading and unloading operations appropriate to the property served, and they shall not be used for storage of vehicles or materials, or to meet off-street parking requirements.

**SCHEDULE 6-6
Off-Street Loading Requirements**

Land Use Classification	Space Requirements
Hotel/motel uses	One loading berth for every 100,000 square feet of floor area, up to a maximum of five berths.
Industrial and commercial uses:	Minimum number of loading berths required as follows:
Less than 8,000 square feet	1
8,000—25,000 square feet	2
25,000—50,000 square feet	3

50,000—100,000 square feet	4
More than 100,000 square feet	5

- (b) This section shall apply to new structures or additions to structures, and shall not be considered to make any existing structure nonconforming for lack of such off-street loading berths.
- (c) Based on the adopted fire prevention code, adequate fire lanes may be required.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.548. - Off-street loading space standards.

All off-street loading spaces shall meet the following standards:

- (1) Off-street loading spaces shall be located and arranged so that a semitrailer truck shall be able to gain access to and use such spaces by means of one continuous parking maneuver.
- (2) Loading spaces shall observe the minimum street and interior setback established for structures.
- (3) All loading space and maneuvering space shall be surfaced with an all-weather material.
- (4) No loading space shall be located so that a vehicle using it will intrude onto or hinder the use of travel lanes, walkways, public or private streets, of adjacent properties.
- (5) Each required off-street loading space shall have a minimum width of 12 feet and a minimum vertical clearance of 16 feet above finished grade of the space. The length shall be a minimum of 30 feet for local delivery vehicles and 60 feet for semitrailers. A maximum of two-thirds of the required loading spaces can be used for local delivery vehicles.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.549. - Motorcycle parking.

- (a) A portion of the parking spaces required by this article may be designated as exclusively for motorcycle parking if the following conditions are met:
 - (1) The county administrator or designee recommends that the spaces be so designated, based upon projected demand for them and lessened demand for automobile spaces.
 - (2) The parking standards committee approves the recommendation and the designated spaces are shown on the final development plan.
 - (3) The designated spaces are suitably marked and striped.
 - (4) The designation does not reduce the overall area devoted to parking so that if the motorcycle spaces are converted to automobile spaces the minimum requirements for automobile spaces will be met.

- (b) The approval may later be withdrawn, and the spaces returned to car spaces, if the county administrator or designee finds that the purposes of this article would be better served thereby, based upon actual demand for motorcycle and automobile parking.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.550. - Bicycle parking.

The following applies to bicycle parking:

- (1) The county administrator or designee shall maintain a list of approved bicycle parking facilities. Other bicycle parking devices may be used if it is established to the satisfaction of the county administrator or designee that the standards below are met.
- (2) The bicycle rack or other facility shall:
 - a. Be designed to allow each bicycle to be supported by its frame.
 - b. Be designed to allow the frame and wheels of each bicycle to be secured against theft.
 - c. Be designed to avoid damage to the bicycles.
 - d. Be anchored to resist removal and solidly constructed to resist damage by rust, corrosion, and vandalism.
 - e. Accommodate a range of bicycle shapes and sizes and to facilitate ease of locking without interfering with adjacent bicycles.
 - f. Be compatible to prevent damage to bicycles by cars.
 - g. Be consistent with the surroundings in color and design and be incorporated whenever possible into building or street furniture design.
 - h. Be located in convenient, highly visible, active, well lighted areas.
 - i. Be located so as not be interfere with pedestrian movements.
 - j. Be located as near the principal entrance of the building as practical.
 - k. Provide safe access from the spaces to the right-of-way or bicycle lane.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.551. - Layout.

The following applies to off-street parking and loading spaces and requirements:

- (1) Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.
- (2) Parking and loading areas, aisles, pedestrian walks, landscaping, and open space shall be designed as integral parts of an overall development plan and shall be properly related to existing and proposed buildings.
- (3) Buildings, parking and loading areas, landscaping and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.
- (4) Landscaped, paved, and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designated crossings.

- (5) Each off-street parking space shall open directly onto an aisle or driveway that, except for single-family and two-family residences, is not a public street.
- (6) Aisles and driveways shall not be used for parking vehicles, except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit, or as a number of parking spaces as determined by the county administrator or designee based on the size and accessibility of the driveway.
- (7) The design shall be based on a definite and logical system of drive lanes to serve the parking and loading spaces. A physical separation or barrier, such as vertical curbs, may be required to separate parking spaces from travel lanes.
- (8) Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.
- (9) No parking space shall be located so as to block access by emergency vehicles.
- (10) Compact car spaces should be located no more and no less conveniently than full size car spaces, and shall be grouped in identifiable clusters.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.552. - Parking deferral.

- (a) To avoid requiring more parking spaces than actually needed to serve a development, the parking standards committee may defer the provision of some portion of the off-street parking spaces required by this article if the conditions and requirements of this section are satisfied.
- (b) As a condition precedent to obtaining a partial deferral by the parking standards committee, one or more of the following shall be met:
 - (1) A parking study as described in section 10-7.543 indicates that there is not a present need for the deferred parking.
 - (2) Public transportation satisfies transportation demands for a portion of the users of the facility that corresponds to the amount of parking sought to be deferred.
 - (3) The developer has established or will establish an alternative means of access to the use that will justify deferring the number of parking spaces sought to be deferred. Alternative programs that may be considered by the parking standards committee include, but are not limited to:
 - a. Private and public car pools and van pools.
 - b. Charging for parking.
 - c. Subscription bus services.
 - d. Flexible work-hour scheduling.
 - e. Capital improvement for transit services.
 - f. Ride sharing.
 - g. Establishment of a transportation coordinator position to implement car pool, van pool, and transit programs.
 - (4) The percentage of parking spaces sought to be deferred corresponds to the percentage of residents, employees, and customers who regularly walk, use bicycles and other nonmotorized forms of transportation, or use mass transportation to come to the facility.
- (c) If the developer satisfies one or more of the criteria in subsection (b) of this section, the parking standards committee may approve a deferred parking plan submitted by the developer. The number of parking spaces deferred shall correspond to the estimated number of parking spaces that will not be needed because of the condition or conditions established.

- (d) A deferred parking plan:
- (1) Shall be designed to contain sufficient space to meet the full parking requirements of this article, shall illustrate the layout for the full number of parking spaces, and shall designate which are to be deferred.
 - (2) Shall not assign deferred spaces to areas required for landscaping, buffer zones, setbacks, or areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this article.
 - (3) Shall include a landscaping plan for the deferred parking area.
 - (4) Shall include a written agreement with the county that the deferred spaces shall be converted to parking spaces that conform to this article at the developer's expense should the parking standards committee determine from actual usage that the additional parking spaces are needed.
 - (5) Shall include a written agreement that the developer will cover the expense of a traffic study to be undertaken by the county engineer to determine the advisability of providing the full parking requirement.
 - (6) A deferred parking plan shall be a restriction and covenant which shall run with the land.
- (e) When authorized by the parking standards committee upon a preliminary finding that the parking is inadequate, the county administrator or designee shall undertake a study to determine the need of providing the full parking requirement to satisfy the proven demand for parking.
- (f) Based upon the study and the recommendations of the transportation engineer the parking standards committee shall determine if the deferred spaces shall be converted to operable parking spaces by the developer or retained as deferred parking area.
- (g) The developer may at any time request that the parking standards committee approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.553. - Reduction for mixed or joint use of parking spaces.

The parking standards committee shall authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap. Reduction of parking requirements because of joint use shall be approved if the following conditions are met:

- (1) The developer submits sufficient data to demonstrate that hours of maximum demand for parking at the respective uses do not normally overlap.
- (2) The developer submits a legal agreement approved by the county attorney as applicable, guaranteeing the joint uses of the off-street parking spaces as long as the uses requiring parking are in existence or until the required parking is provided elsewhere in accordance with the provisions of this article.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.554. - Reduction for low percentage of leasable space.

The requirements of section 10-7.545 assume an average percentage of gross leasable building area to total gross building area (approximately 85 percent). If a use has a much lower percentage of leasable space because of cafeterias, athletic facilities or covered patios; multiple stairways and elevator shafts; atriiums; conversion of historic residential structures to commercial use; or for other reasons; the parking standards committee may reduce the parking requirements if the following conditions are met:

- (1) The developer submits a detailed floor plan describing how all of the floor area in the building will be used.
- (2) The developer agrees in writing that the usage of the square footage identified as not leasable shall remain as identified, unless and until additional parking is provided to conform fully with this article.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.555. - Special parking districts.

The Board of County Commissioners may designate special parking districts where parking or transit facilities may be provided by the county, thus lessening the demand for on-site parking. For development proposed in these districts, the parking standards committee may allow the developer to pay a fee in lieu of providing some or all of the spaces required by this article. The fee shall be a one-time, nonrefundable fee per parking space avoided, paid to the county prior to the issuance of a certificate of occupancy. The amount of the fee shall be determined by the Board of County Commissioners and shall be equal to the land acquisition, construction and maintenance costs of parking spaces that are deferred by this provision. These fees shall be used by the county solely for the purchase, construction, operation and maintenance of parking or transit facilities serving the area of the development. The Board of County Commissioners may, at the time of accepting the fee, enter into an agreement with the developer to construct or provide parking or transit facilities.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.556. - Historic preservation exemption.

The preservation of any property that has been placed on the local register of historic places, or that is located in a historic district and contributes to the historic character of the district, is hereby exempt from the parking and loading requirements in sections 10-7.545 and 10-7.547.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.557. - Increase in requirements.

The number of required parking spaces may be increased by the parking standards committee if a parking study demonstrates that the proposed use would have a parking demand in excess of the requirements in section 10-7.545. The parking standards committee may require the developer to provide a parking study, as described in section 10-7.543, when the engineer presents preliminary data indicating that an increase in the number of parking spaces may be warranted.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.558. - Alteration of conforming development.

The number of off-street parking or loading spaces may be reduced if the parking standards committee finds that a diminution in floor area, seating capacity, or other factor controlling the number of parking or loading spaces would permit the site to remain in conformity with this article after the reduction.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.559. - Increased demand for parking or loading.

The number of off-street parking or loading spaces must be increased to meet the requirements of this article if the county administrator or designee or parking standards committee finds that an increase in floor area, seating capacity, change of occupancy or other factor controlling the number of parking or loading spaces required by this article causes the site not to conform with this article.

(Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-7.560. - Modification of parking requirements for public benefit.

The parking standards committee may waive these requirements where necessary to promote a substantial public interest relating to environmental protection, heritage conservation, aesthetics, tree protection, or drainage. The engineer shall certify that the waiver does not create a serious hazard or inconvenience, and the parking standards committee shall submit a written statement of the public interest served by allowing the waiver.

(Ord. No. 07-20, § 2, 7-10-07)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Renewal of a License Agreement between Leon County and Big Bend Pop Warner

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of the Office of Resource Stewardship
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation

Fiscal Impact:

This item has been budgeted and adequate funding is available. Funding is included in the Parks and Recreation annual budget for the maintenance of the fields and concession buildings, processing costs associated with background checks, utility services, and security alarm systems for parks' premises.

Staff Recommendation:

Option #1: Approve the renewal of the License Agreement between Leon County and Big Bend Pop Warner (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

The current License Agreement with Big Bend Pop Warner expires on July 31, 2016. This item seeks to renew the Agreement with Big Bend Pop Warner (BBPW) for a period of two years with the option of three one-year renewals (Attachment #1).

In 2005, the Board approved a one-time funding request for initial program start-up for Big Bend Pop Warner to provide football, flag football, and cheerleading programs to different age groups throughout the County. The inaugural season began in September 2005.

In 2011, the County formalized all of its relationships with sports providers (Little League, TOPS of Florida, and Big Bend Pop Warner) through the execution of License Agreements. The contract period for Big Bend Pop Warner was August 1, 2011 through July 31, 2016.

The Agreement enumerates the responsibilities of both the County and Big Bend Pop Warner. The County is responsible for maintenance of the fields and concession buildings, processing costs associated with background checks, utility services, and security alarm systems for parks' premises. In return, Big Bend Pop Warner handles all activities associated with running the football, flag football, and cheerleading programs including, but not limited to: registrations, recruitment of coaches and volunteers, the recruitment or hiring of officials, governance of the program, and scheduling of all practices and games.

The Agreement and relationship with BBPW are essential to the following FY2012 - FY2016 Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Further establish community partnerships for youth sports development programs. (2014)

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

- (Q1) Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents.

Analysis:

Big Bend Pop Warner has successfully been the County's football and cheerleading provider for the last ten years with roughly 8,000 children having participated in the program. In addition to teaching the sport, the organization also promotes achievement in the classroom, and participants must retain an average 2.0 GPA.

Consistently, the organization has been responsive to County requests and has been proactive in responding to concerns and trends within the sport. In 2014, as concerns grew nation-wide with regard to concussions, BBPW took steps to form a relationship with the TOC Regional Concussion Center and became certified by USA Football (the nationwide governing body for all levels of football, youth through professional) as the area's only "Heads Up Football Program"

to provide a better and safer experience for players. The certification ensures that six key areas are integrated into the program. Those are: coaching education, equipment fitting, concussion education, heat emergency and hydration, heads up tackling, and appointment of a Player Safety Coach.

Earlier this year, as nation-wide participation continued to drop (down 40%) in tackle football, BBPW reinstated its flag football program to provide an option for parents and players. In doing so, BBPW partnered with and incorporated Destiny Flag Football (an existing flag football program on the west side of town) into the county-wide program. The partnership proved to be beneficial for both, BBPW and Destiny, as well as the County.

The initial Agreement between Leon County and BBPW, which expires in July 31, 2016, was for a five-year period. However, given the uncertainty of tackle football numbers, staff is recommending a contract period of two years with the option of three one-year renewals. This provides the opportunity and encourages County staff and BBPW leadership to evaluate the success of the program on a more frequent term and address trends and concerns as they arise.

Options:

1. Approve the renewal of a License Agreement between Leon County and Big Bend Pop Warner (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the renewal of License Agreement between Leon County and Big Bend Pop Warner.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. License Agreement for Athletic Fields

**LICENSE AGREEMENT
ATHLETIC FIELDS
(County Wide)**

THIS LICENSE AGREEMENT (the or this "License Agreement") is made as of this ___ day of _____, 20__, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and "BIG BEND POP WARNER", 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 FOOTBALL, FLAG FOOTBALL, and CHEER programs 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 two (2) years commencing on August 1, 2016 and continuing through its termination on July 31, 2018 (the "Term") with the option of three, one-year renewals, thereafter, with a contract period not to exceed July 31, 2021.
 - 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 August 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 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 baseball season, for baseball related usage, the Sport Provider is responsible for the lining of the in-fields and dragging the in-fields during the work-week and during regular operating hours. During other sports seasons, the County is responsible for the lining of the fields.

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, unless otherwise authorized by the County. 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 unless otherwise authorized by the County. 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 or payment plans 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 FOOTBALL, FLAG FOOTBALL, and CHEER 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:

BIG BEND POP WARNER

Attn: Corey Simon

Tallahassee, Florida _____

19.5 Notices to the County shall be delivered to:

Leon County Division of Parks and Recreation

Attn: Director

1907 S. Moroe St.

Tallahassee, Florida 32301

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:

Print Name: _____

By: _____
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 NAME OF
SPORTS PROVIDER, 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
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Memorandum of Agreement with the City of Tallahassee Regarding the Transfer of Property at Buck Lake Road and Pedrick Road and Adoption of Resolution Authorizing Conveyance of a County Parcel to the City of Tallahassee

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Department of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Theresa Heiker, P.E., Stormwater Management Coordinator

Fiscal Impact:

This item has a fiscal impact to the County. A proportional-share maintenance payment to the City of Tallahassee of \$30,040 will be made at closing and funding is available in the Stormwater Pond Maintenance Capital Project

Staff Recommendation:

- Option # 1: Approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at Buck Lake Road and Pedrick Road (Attachment #1), and authorize the Chairman to execute.
- Option # 2: Adopt the Resolution authorizing conveyance of a County parcel to the City of Tallahassee (Attachment #2), and authorize the Chairman to execute the corresponding County Deed.

Report and Discussion

Background:

This agenda item requests the Board's approval of an agreement transferring the County stormwater management facility at Buck Lake Road and Pedrick Road to the City of Tallahassee for incorporation into a single pond for future maintenance by the City. The creation of the single pond will be included in the new Meadow Ridge subdivision which lies entirely within the City limits. Leon County will provide a payment of \$30,040 for a 20 year pro-rated maintenance expense at the time of closing. Leon County will maintain the same reservation of stormwater capacity in the new facility.

In December 2009, Leon County obtained the parcel to construct a stormwater management facility (SWMF) for the Buck Lake Road Widening project. The existing SWMF, located at the northwest corner of Buck Lake Road and Pedrick Road (Attachment #3), is currently in compliance with the County Stormwater Operating Permit.

Analysis:

A private developer has requested the use of a portion of the parcel, outside of the County SWMF limits, to be included in the new Meadow Ridge public subdivision SWMF. Since the new subdivision lies within the City of Tallahassee, the road and drainage infrastructure will be maintained by the City of Tallahassee. City and County staff recognized an opportunity to combine the stormwater facilities for best efficiency.

The County Attorney's Office has reviewed the documents presented for form and legal sufficiency.

Options:

1. Approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at Buck Lake Road and Pedrick Road (Attachment #1), and authorize the Chairman to execute.
2. Adopt the Resolution authorizing conveyance of a County parcel to the City of Tallahassee (Attachment #2), and authorize the Chairman to execute the corresponding County Deed.
3. Do not approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at Buck Lake Road and Pedrick Road, and authorize the Chairman to execute Agreement.
4. Do not adopt the Resolution authorizing conveyance of a County parcel to the City of Tallahassee.
5. Board direction.

Recommendations:

Options #1 and #2.

Title: Approval of Memorandum of Agreement with the City of Tallahassee Regarding the Transfer of Property at Buck Lake Road and Pedrick Road and Adoption of Resolution Authorizing Conveyance of a County Parcel to the City of Tallahassee
July 12, 2016
Page 3

Attachments:

1. City of Tallahassee/Leon County Memorandum of Agreement
2. Resolution
3. Location Map

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

Parcel ID: 1124204100011
(Buck Lake Rd. SWMF)

MEMORANDUM OF AGREEMENT
FOR CONVEYANCE OF SWMF, RESERVATION OF CAPACITY,
AND FUTURE MAINTENANCE RESPONSIBILITY

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into on the Effective Date, as hereinafter defined, by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County") whose address is 301 S. Monroe St., Tallahassee, FL 32301, and the **CITY OF TALLAHASSEE**, a Florida municipal corporation ("City") whose address is 300 S. Adams St., Tallahassee, FL 32301.

RECITALS

WHEREAS, the County owns that certain property located at the northwest corner of Buck Lake Road and Pedrick Road, Tallahassee, Leon County, Florida as depicted in Exhibit "A" attached hereto and incorporated herein (Parcel ID:1124204100011) (the "County Parcel"), upon which is located a stormwater management facility operated and maintained by the County (the "County SWMF"); and

WHEREAS, adjoining the County Parcel is that certain property owned by Adams Quality Homes, Inc. (Parcel ID: 1124204100010) upon which is planned the development of a residential subdivision known as Meadow Ridge (the "Meadow Ridge Parcel"); and

WHEREAS, the Meadow Ridge roads and associated facilities, including the stormwater management facility (the "Meadow Ridge SWMF"), upon completion will be dedicated to the City to be maintained by the City in perpetuity; and

WHEREAS, the City and the County acknowledge and agree that it is in the public's best interest to combine the County SWMF and the Meadow Ridge SWMF into one facility to be maintained by the City (the "Combined SWMF"), rather than having two separate facilities adjacent to one another; and

WHEREAS, the County has agreed to convey the County Parcel to the City at no cost to the City in exchange for the City's agreement to provide stormwater capacity to the County in the Combined SWMF and to assume the County's operation and maintenance responsibility for the County SWMF, all in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and representations set forth herein, the sufficiency of which is being acknowledged, the County and the City hereby agree as follows:

1. The Recitals herein above are true and correct and by this reference are hereby incorporated into this Agreement.

2. The effective date (“Effective Date”) of this Agreement shall be the date upon which the last party executes this Agreement.

3. The County agrees to convey the County Parcel to the City in consideration for the City’s agreement to accept and abide by the terms and obligations set forth in this Agreement and to grant to the County the rights set forth herein. As such, the City and the County acknowledge and agree that there shall be no monetary consideration exchanged for the County’s conveyance of the County Parcel to the City or the City’s provision of stormwater capacity to the County in the Combined SWMF. However, in consideration of the City’s agreement to assume the County’s operation and maintenance responsibility for the County SWMF, the City and the County acknowledge and agree that the County shall pay, and the City shall accept, a one-time maintenance fee as set forth herein.

4. In consideration for the County’s conveyance of the County Parcel to the City, and the City’s acceptance of the County Parcel from the County, the City and the County agree to abide by the following terms and conditions:

a. Reservation of Stormwater Capacity. As of the Effective Date of this Agreement, the County Parcel is in compliance with the Environmental Management Permit issued in 2007 for the County SWMF and the County Stormwater Operating Permit LSW1200018. Upon taking ownership of the County Parcel, the City shall reserve stormwater capacity in the Combined SWMF for the County to sufficiently accommodate the stormwater requirements of the 2007 Environmental Management Permit LEM0700017 arising from the infrastructure and other improvements existing on the County Parcel on the Effective Date of this Agreement; and with regard to such reservation the City and the County further acknowledge and agree that:

i. the amount of such reserved stormwater capacity shall be no less than 0.312 acre-feet of treatment and attenuation volume;

ii. the reservation of such stormwater capacity shall be reflected in the new Facility Operating Permit Capacity Accounting Record; and

b. Assumption of Maintenance Responsibility. The City shall, at the City’s expense, be responsible in perpetuity for the operation and maintenance of the Combined SWMF including, but not limited to, the assumption of the any and all of County’s operation and maintenance responsibility for the County SWMF pursuant to the 2007 Environmental Management Permit. In consideration for such assumption by the City, the County shall pay to the City at Closing a one-time maintenance fee in the amount of Thirty Thousand Forty and 00/100 Dollars (\$30,040.00); and

c. Transfer of Stormwater Operating Permit. The existing County Stormwater Operating Permit LSW1200018 shall be transferred to the City of Tallahassee at Closing.

5. This Agreement is contingent upon the following approvals prior to the date of Closing for the conveyance of the County Parcel, the rejection of which shall entitle the City or the County to terminate this Agreement:

a. approval(s) as required by City Commission Policy #136 (Real Estate Policy) and approval by the City Commission of the City of Tallahassee; and

b. approval by the Board of County Commissioners as required by Section 125.38, Florida Statutes.

6. The City agrees to accept title to the County Parcel subject to the following:

a. Rights of way, easements and licenses of record, if any;

b. Zoning and other governmental restrictions, regulations and prohibitions, including all land use and development ordinances and regulations presently existing or hereinafter enacted.

7. At the City's option and its sole cost and expense, the City may acquire title insurance, environmental site assessment, and survey and shall pay the cost of fees for recording the deed. Property taxes, if any, shall be paid as provided herein. Each party agrees to pay their respective legal fees incurred in the implementation of this transfer.

8. The City shall have a Right-of-Entry to the County Parcel commencing on the Effective Date for the purpose of conducting tests and inspections related to the conveyance of the County Parcel. The City shall have until the date of closing to perform such tests and inspections as the City deems necessary to determine that the County Parcel is suitable for the City's intended use including, but not limited to, surveys and soil borings. Such inspections and tests shall be made at the City's sole cost and expense. In the event the City determines that the County Parcel is not suitable for the City's intended use, City may terminate this Agreement without recourse.

9. Closing for the conveyance of the County Parcel shall occur on or before sixty (60) days after the Effective Date of this Agreement at a mutually agreed upon place unless otherwise extended in writing by the parties (the "Closing"). The City shall be entitled to possession of the County Parcel immediately upon closing. The City agrees to accept such possession of the County Parcel in its as-is condition.

10. The County shall pay all real estate taxes and assessments, if any, which are or which may become a lien against the County Parcel prior to or at closing. The County shall deliver to the City the following documents at closing:

a. County Deed conveying all of County's right, title and interest in and to the County Parcel to City.

b. Owner's affidavit attesting to the absence of mechanic's or material men's liens, proceedings involving the County which might affect title to the County Parcel, or parties in possession other than the County and such lessees or licensees as may be in possession.

c. Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as the City's counsel may reasonably request for

the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the County Parcel to the City in accordance with the Agreement, and any of the requirements of any title insurer.

11. The City may, within thirty (30) days prior to closing, obtain from a Florida licensed title insurer, a title insurance commitment to be followed by a title insurance policy upon recording of the deed. Said commitment shall be to insure the title to the County Parcel, subject only to liens, encumbrances, reservations, exceptions or qualifications set forth in this Agreement. If a defect in title appears in the title commitment, the City shall notify the County within ten (10) days of receipt of the commitment of the title defect and the County shall have ninety (90) days from receipt of notice of the title defect within which to clear same at the County's expense. If any such title defect cannot be cured within the ninety (90) days, the City shall have the option of accepting the title as is and proceeding to closing or terminating this Agreement without recourse.

12. The City may, within thirty (30) days from the Effective Date and at its sole cost and expense, obtain a current boundary survey of the County Parcel prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of the City ("Survey"). Said Survey shall locate all permanent improvements, fences, utilities, physical features or any other items which may affect the value or condition of the property. If the Survey shows any encroachment on the County Parcel or improvements intended to be located on the County Parcel encroach on the land of others, the same shall be treated as a title defect.

13. The County assumes all risk of loss or damage to the County Parcel prior to the date of closing and warrants that the County Parcel shall be transferred and conveyed to the City in the same or essentially the same condition as of the Effective Date of this Agreement, ordinary wear and tear excepted.

14. Any notice, request, instruction or demand to be given hereunder shall be hand delivered to the other party hereto, sent by a recognized, national overnight express mail courier (such as Federal Express or Airborne) or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses listed below. The addresses may be changed by the applicable party to this Agreement as to such party by providing the other party with notice of such address change in the same manner as provided above, and which change shall be effective five (5) days following receipt of such written notice by the other party. In the event that notice, request or demand is made as provided in this paragraph, then in the event such notice is returned to the sender by the U.S. Postal System because of insufficient address or otherwise, such writing shall be deemed received by the other party to which it was addressed on the date that such notice was placed in the U.S. Postal System.

As to County:

Leon County Department of Public Works
ATTN: Director, Public Works
2280 Miccosukee Rd.
Tallahassee, FL 32308

As to City:

City of Tallahassee
ATTN: Judith A. Donahoe
300 South Adams Street, Box A-15
Tallahassee, Florida 32301

With Copy To:
Leon County Attorney's Office
ATTN: County Attorney
Leon County Courthouse
301 S. Monroe St., Suite 202
Tallahassee, FL 32301

With Copy To:
City Attorney
City Attorney's Office
300 South Adams St.
3rd Floor
Tallahassee, FL 32301

15. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature telecopy (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

16. Dispute Resolution.

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

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

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

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

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

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

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

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

18. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

19. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

20. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

21. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its

rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

22. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

23. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

24. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

25. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

26. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

27. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

28. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

29. The terms and conditions of this Agreement shall survive the transfer of the County Parcel from the County to the City.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement effective as of the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

By: _____
BILL PROCTOR
CHAIRMAN
LEON COUNTY

By: _____
RICARDO FERNANDEZ
CITY MANAGER
CITY OF TALLAHASSEE

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

By: _____
LEWIS E. SHELLEY, ESQ.
CITY ATTORNEY

ATTEST:

ATTEST:

BOB INZER
CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA

JAMES O. COOKE, IV
CITY TREASURER-CLERK

RESOLUTION: 16-___

RESOLUTION OF INTENT, PURSUANT TO FLA. STAT. §125.38, TO CONVEY TO THE CITY OF TALLAHASSEE A 1.761-ACRE PORTION OF COUNTY-OWNED REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF BUCK LAKE ROAD AND PEDRICK ROAD

WHEREAS, Leon County, Florida (the “County”) owns that certain property located at the northwest corner of Buck Lake Road and Pedrick Road, Tallahassee, Leon County, Florida as depicted in Exhibit “A” attached hereto and incorporated herein (Parcel ID: 1124204100011) (the “County Parcel”) upon which is located a stormwater management facility operated and maintained by the County (the “County SWMF”); and

WHEREAS, adjoining the County Parcel is that certain property owned by Adams Quality Homes, Inc. (Parcel ID: 1124204100010) upon which is planned the development of a residential subdivision known as Meadow Ridge; and

WHEREAS, the Meadow Ridge roads and associated facilities, including the stormwater management facility (the “Meadow Ridge SWMF”), upon completion will be dedicated to the City of Tallahassee, a Florida municipal corporation (the “City”) to be maintained by the City in perpetuity; and

WHEREAS, the City and the County acknowledge and agree that it is in the public’s best interest to combine the County SWMF and the Meadow Ridge SWMF into one facility to be maintained by the City (the “Combined SWMF”), rather than having two separate facilities adjacent to one another; and

WHEREAS, the County and the City have reached a proposed Memorandum of Agreement (the “MOA”), subject to the approval on this same date by the Board of County Commissioners (the “Board”), whereby the County agrees to convey the County Parcel to the City at no cost to the City and pay to the City at Closing a one-time maintenance fee in the amount of Thirty Thousand Forty and 00/100 Dollars (\$30,040.00) in exchange for the City’s agreement to assume the County’s operation and maintenance responsibility for the County SWMF and to provide stormwater capacity to the County in the Combined SWMF; and

WHEREAS, this Resolution is adopted pursuant to the provisions of Section 125.38, Florida Statutes, which allows the County to convey its real property to a municipality of the State of Florida if the Board is satisfied that such real property is not needed for County purposes, is used for a public purpose or to promote community interest and welfare, and is needed for such use, which findings and price for such conveyance are to be recited in a resolution.

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

1. That the City is a municipality under the laws of the State of Florida within the meaning of Section 125.38, Florida Statutes.

2. That the City, by virtue of agreeing to the terms of the MOA, has requested that the County convey the County Parcel to the City.

3. That the City's use of the County Parcel will be for a public use within the meaning of Section 125.38, Florida Statutes, as a stormwater management facility.

4. That the conveyance of the County Parcel to the City is required for such public use by the City, and that the County Parcel, with the exception of the reserved stormwater capacity, is not needed for any County purpose.

5. That the monetary consideration paid to the County for conveyance of the County Parcel shall be Zero and 00/100 Dollars (\$0.00), and that certain non-monetary consideration, in the form of reservation of stormwater capacity and assumption of operation and maintenance responsibility, shall be given to County as set forth in the MOA.

6. That, in accordance with the terms and conditions set forth herein, the County-owned County Parcel, as described in Exhibit "A," may be conveyed to the City subject to the obligations of the City as set forth in the MOA.

7. To the extent this Resolution may conflict with any provisions of prior Board Resolutions regarding the use of the County Parcel, this Resolution shall supersede such conflicting provisions.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the ___ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

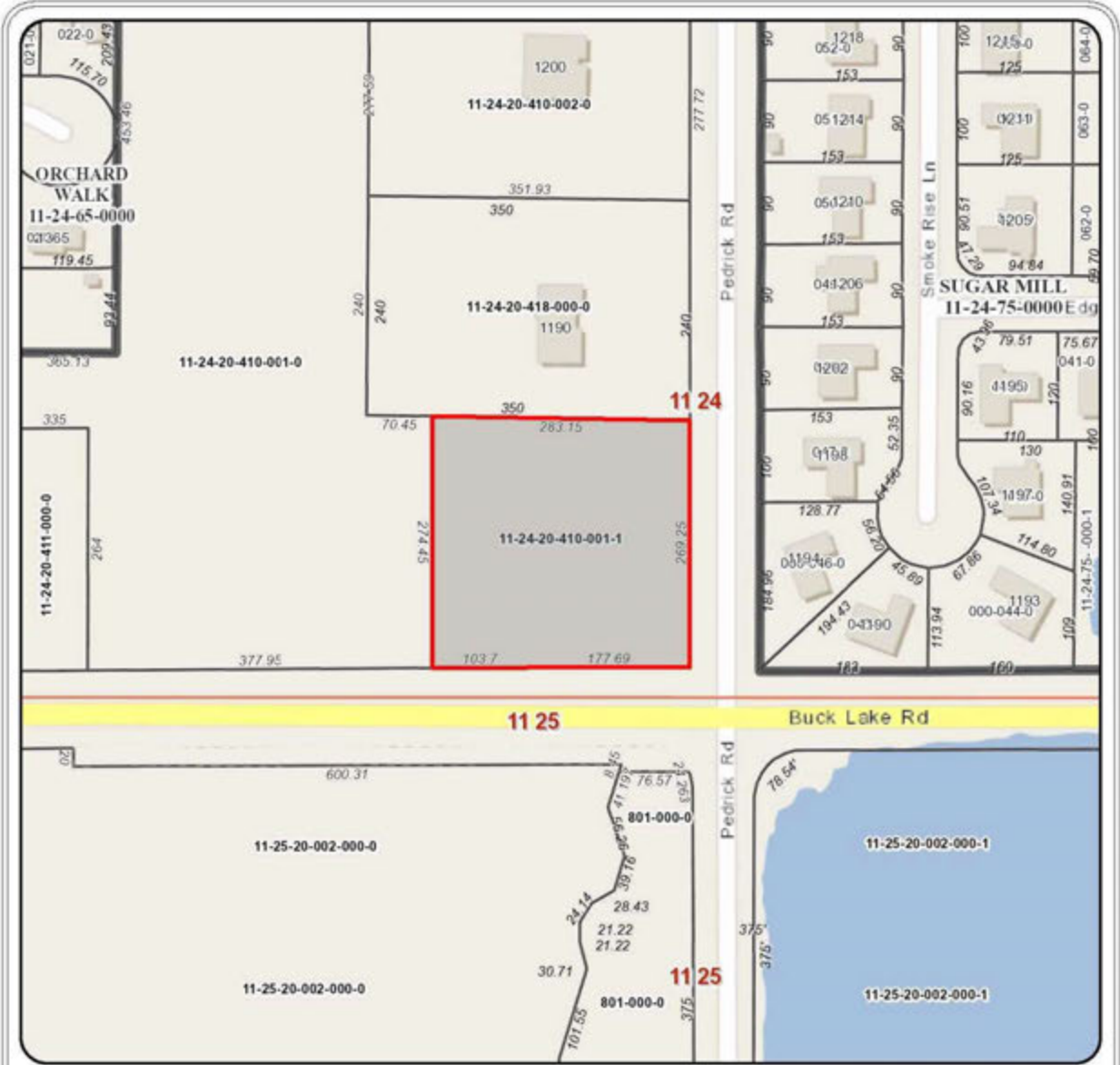
ATTEST:
Bob Inzer, Clerk of the Court
and Comptroller, Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

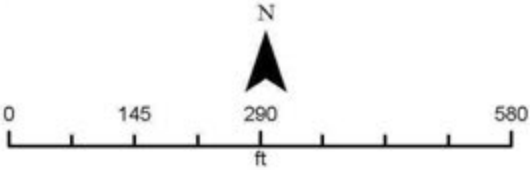
Exhibit "A"



County Parcel

Legend

Township	Lot	Building
Section	Access Easement	Park
Subdivision	River	City Limit
Tax Parcel	Waterbody	Imagery 1/2015



Bert Hartsfield, CFA
Leon County Property Appraiser
315 S. Calhoun St, Third Floor
Tallahassee, FL 32301
Phone: (850) 606-6200
Fax: (850) 606-6201
Email: admin@leonpa.org
Website: leonpa.org

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.

Date Drawn: Feb 15, 2016

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Construction Agreements with the Florida Department of Transportation for the Installation of Facility Guide Signs on Mahan Drive and Fort Braden Place Name Signs on Highway 20

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Felton Ard, P.E., Senior Design Engineer

Fiscal Impact:

This item has a fiscal impact. The installation and associated long term maintenance costs will be addressed in the Operations Division's operating budget.

Staff Recommendation:

Option # 1: Approve the Construction Agreements with the Florida Department of Transportation for the installation of Facility Guide Signs on Mahan Drive (Attachment #1) and Ft. Braden Place Name Signs on Highway 20 (Attachment #2), and authorize the County Administrator to execute.

Report and Discussion

Background:

To enhance the County's signage for libraries, community centers and greenways, staff has identified a number of locations for signs to be placed within the Florida Department of Transportation (FDOT) maintained rights of way. This agenda item seeks Board approval for the County to enter into a formal agreement (as required by FDOT) for placement of the signs.

Place Name Signs for an unincorporated area not appearing on the current Official Florida Transportation Map are eligible for signing through the Florida Department of Transportation permit process. This set of proposed Place Name Signs will be erected on Highway 20, which is maintained by the Florida Department of Transportation (FDOT), in the vicinity of Fort Braden in order to give this community area and the citizens a "Sense of Place".

Analysis:

Staff is recommending two agreements be approved. The first agreement authorizes the placement of new signs on Mahan Drive in the vicinity of Pedrick Road to guide citizens to the Eastside Branch Library, Pedrick Pond Park, and Alford Greenway (Attachment #1).

The second agreement authorizes the placement of signs on Highway 20 in the vicinity of Fort Braden designating the area "Fort Braden." Place name signs for an unincorporated area not appearing on the current Official Florida Transportation Map are eligible for signing through an agreement with the state (Attachment #2).

Previously, the County entered into agreements with the State to provide signage for the Woodville Library and Community Center. Staff continues to work with FDOT in identifying other locations for enhanced signage and will provide future agenda items as necessary.

The County Attorney's Office has approved to form the attached agreements.

Options:

1. Approve the Construction Agreements with the Florida Department of Transportation for the installation of Facility Guide Signs on Mahan Drive (Attachment #1) and Ft. Braden Place Name Signs on Highway 20 (Attachment #2), and authorize the County Administrator to execute.
2. Do not approve Construction Agreements with the Florida Department of Transportation for the installation of Facility Guide Signs on Mahan Drive or Ft. Braden Place Name Signs on Highway 20.
3. Board direction.

Recommendation:

Option # 1.

Title: Approval of Construction Agreements with the Florida Department of Transportation for the Installation of Facility Guide Signs on Mahan Drive and Fort Braden Place Name Signs on Highway 20
July 12, 2016
Page 3

Attachments:

1. FDOT Construction Agreement for Mahan Drive
2. FDOT Construction Agreement for Highway 20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 17 Commerce Blvd., Midway Florida, 32343 (hereinafter referred to as the "DEPARTMENT") and Leon County, Florida, A Political Subdivision of the State of Florida 301 South Monroe Street, Tallahassee, Fla., 32301 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR _____ Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name Mahan Drive located in Leon County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **Project consisting of the sign improvements as depicted in the Plans contained in the attached Composite Exhibit A together with the Special Provisions that have been included for the purposes of modifying this Agreement to the extent set forth therein.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 90 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of

this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Felton Ard, P.E. Title Senior Design Engineer
Office No. 850-606-1515 Cell N/A Email ARDF@LeoncountyFL.gov

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address Leon County Public Works, 2280 Miccosukee Road, Tallahassee Florida, 32308

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

By: _____ (Signature)

Vincent S. Long (Print Name)

_____ (Print Name)

County Administrator (Title)

_____ (Title)

_____ (Date)

_____ (Date)

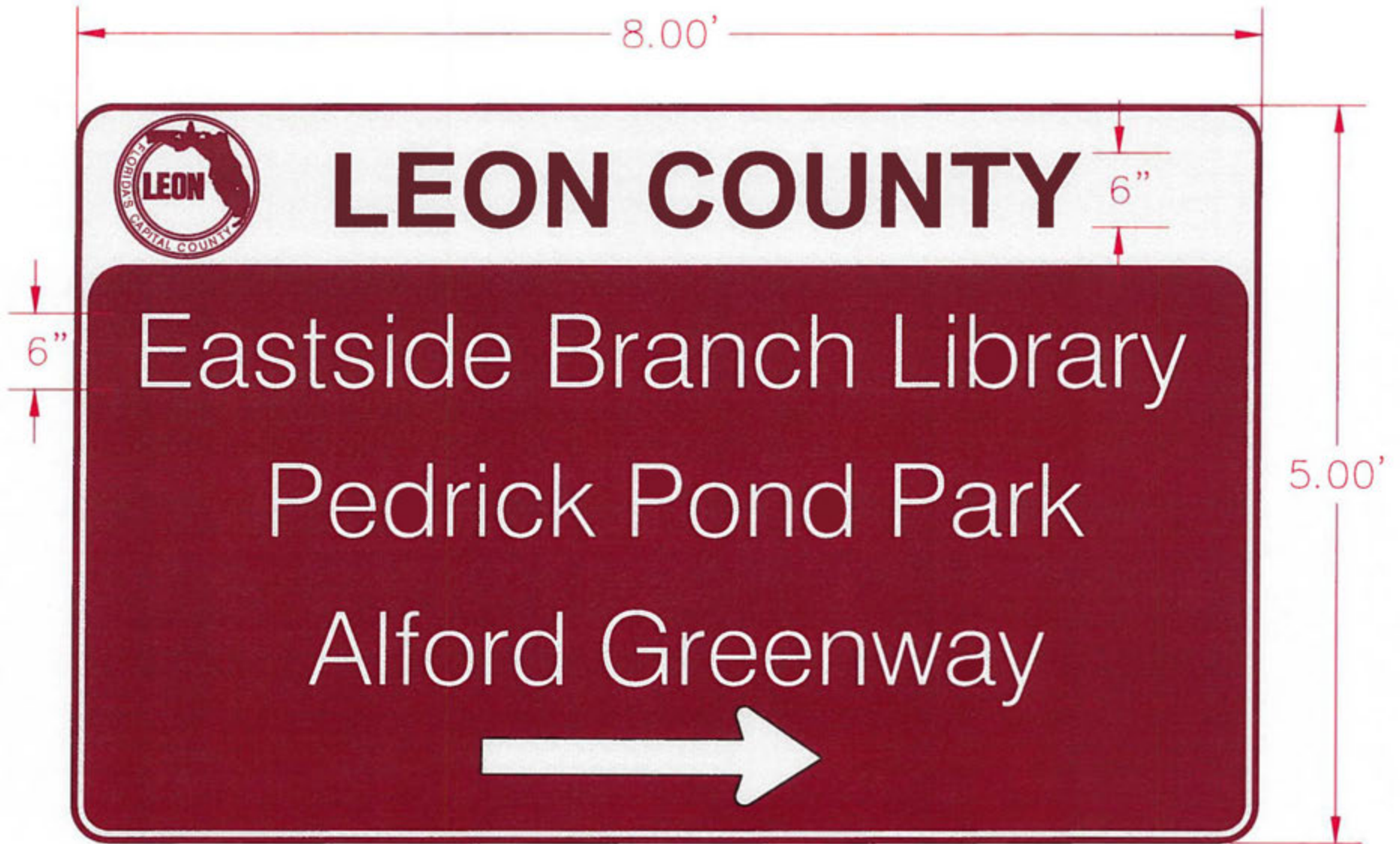
Legal Review:

COMPOSITE EXHIBIT A

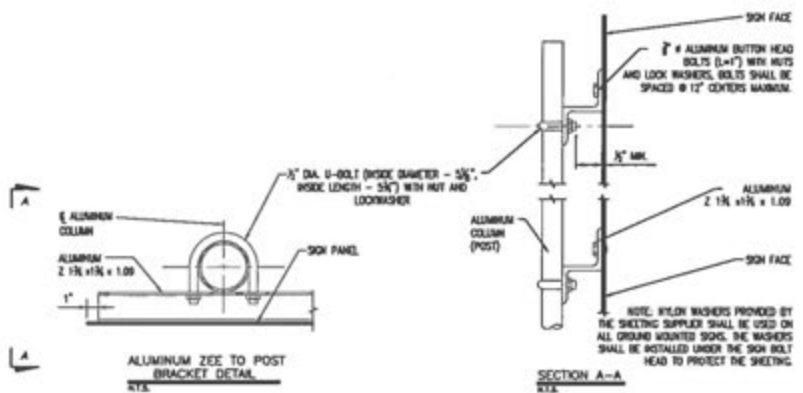
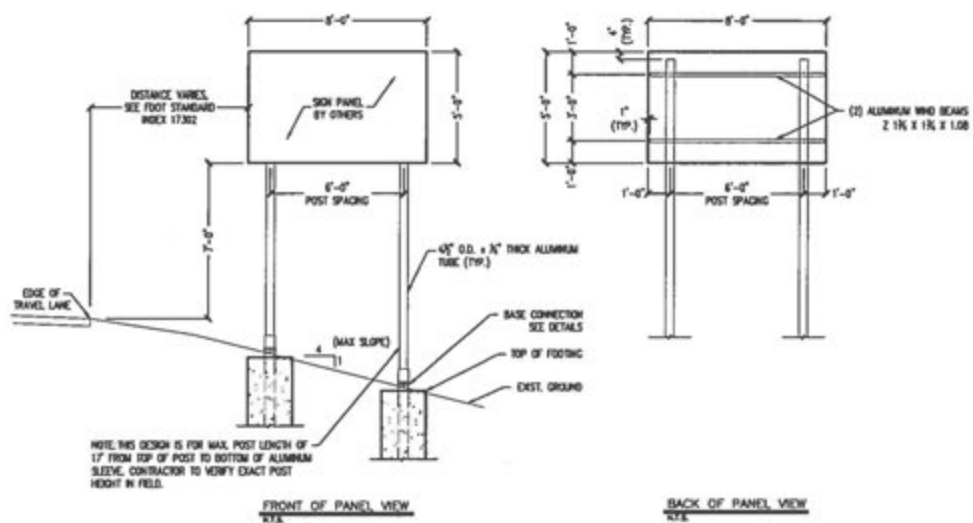
Plans
and
Special Provisions
for

Pedrick Pond Park/Alford Greenway/Eastside Branch Library Signs

1. The plans prepared by Registe Sliger Engineering, Inc, dated May 18, 2016 and titled Pedrick Pond Park Entrance Sign, are contained in this Composite Exhibit A to identify and depict the Project sign improvements to be constructed within the DEPARTMENT right-of-way pursuant to this Agreement.
2. Paragraph 29 of the Agreement is hereby modified by adding language to the end of the paragraph as follows: Nothing in this Agreement shall be deemed or otherwise interpreted as waving the Construction Coordinator's (Leon County) sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The Construction Coordinator's liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
3. Upon completion of the Project identified in this Composite Exhibit A, the Construction Coordinator shall assume responsibility for perpetual maintenance of the Project improvements and shall maintain the Project improvements in accordance with the standards provided in paragraph two (2) of the Agreement. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
4. The Construction Coordinator shall comply with the Permit Special Conditions and Instructions contained in this Composite Exhibit A.

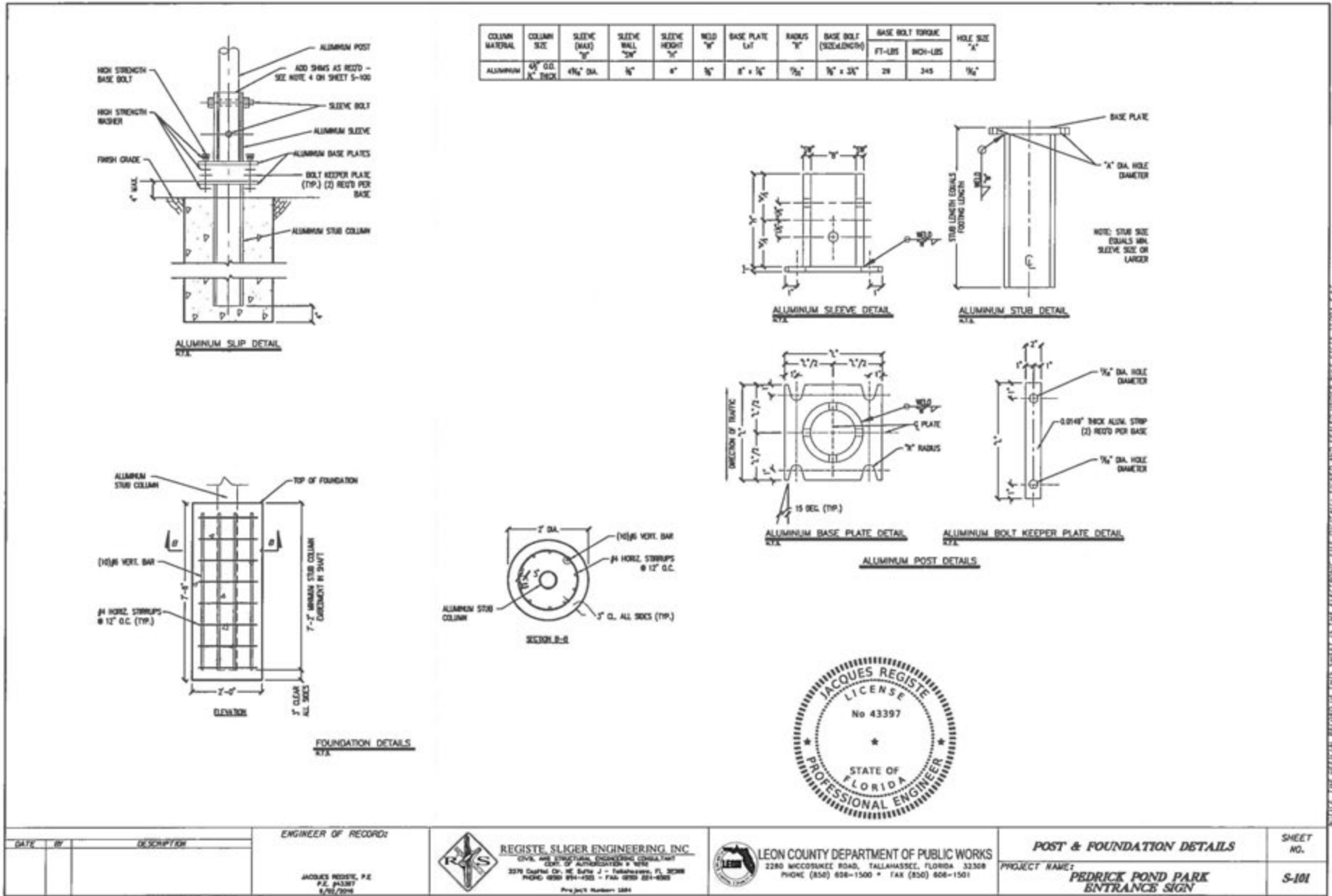


1. DESIGN SPECIFICATIONS: DESIGN ACCORDING TO FOOT STRUCTURES MANUAL (CURRENT EDITION), STANDARD SPECIFICATION FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LIGHTS AND TRAFFIC SIGNALS, AASHTO 2002, AND FOOT FT 2014-17 DESIGN STANDARDS.
2. DESIGN LOAD: DESIGN WIND SPEED 110 MPH
3. DESIGN WAS BASED ON 7' X 8' SPECIAL SIGN PANEL, TO BE PROVIDED BY OTHERS.
4. ALUMINUM MATERIAL: ALL ALUMINUM MATERIALS SHALL MEET THE REQUIREMENTS OF THE ALUMINUM ASSOCIATION'S ALLOY 6061-T6 AND ALSO THE FOLLOWING ASTM SPECIFICATIONS: SHEETS AND PLATES, 8002; EXTRUDED TUBE, BARS, RODS AND SHAPES, 8022; AND STANDARD STRUCTURAL SHAPES, 8306. NO STENCILING PERMITTED ON SHEETS. ALUMINUM WELDING RODS SHALL MEET THE REQUIREMENTS OF ALUMINUM ASSOCIATION ALLOY NO. 5056 FILLER WIRE. ALUMINUM BOLTS, NUTS, AND LOCK WASHERS SHALL MEET REQUIREMENTS OF THE ALUMINUM ASSOCIATION'S ALLOY 2024-T4 (ASTM F446). THE BOLTS SHALL HAVE AN ANODIC COATING AT LEAST 0.0002" THICK AND BE CHROMATE SEALED. LOCK WASHERS SHALL MEET THE REQUIREMENTS OF ALUMINUM ASSOCIATION ALLOY 7075-T6 (ASTM B221). NUTS SHALL MEET THE REQUIREMENTS OF ALUMINUM ASSOCIATION ALLOY 6061-T6 OR 8362-T9 (ASTM 487).
- ALUMINUM SUP BASE NOTES:
- USE SLEEVES WITH AN INSIDE DIAMETER (I.D.) NO MORE THAN 1/16" LARGER THAN THE OUTSIDE DIAMETER (O.D.) OF THE COLUMN.
 - SLEEVE BOLTS: ASTM A-307, 3/4" DIA. GALVANIZED STEEL BOLT (WITH LOCK NUTS) OR ALLOY 2024-T4 OR 6061-T6 (ASTM B-201).
 - BASE BOLTS, NUTS, AND WASHERS: HIGH STRENGTH ASTM-A325 GALVANIZED PER ASTM F2329.
 - CAST BASE PLATE/SLEEVES: WASTE OF ALUMINUM ALLOY 505 AND 70 TEMPER AND DRILLED TO ALUMINUM PIPE, MAY BE USED AS AN ALTERNATE TO FABRICATED BASE PLATE WELDED ALUMINUM PIPE STRUT COMBINATION. FOR CAST BASE PLATE AND SLEEVES BOLTED TO ALUMINUM PIPE FOUNDATION STRUTS, USE A FOUNDATION STRUT OF THE SAME SIZE AS THE SIGN COLUMN.
 - CONNECT THE SUP BASE CONNECTION IN THE FOLLOWING MANNER:
 - CONNECT COLUMN TO SLEEVE USING TWO (2) 3/4" DIAMETER MACHINE BOLTS.
 - ASSEMBLE TOP BASE PLATE TO STRUT BASE PLATE USING HIGH STRENGTH BOLTS WITH THREE (3) HARDENED WASHERS PER BOLT. ONE OF THE THREE WASHERS PER BOLT AND TWO BOLT WELDER PLATES GO BETWEEN THE BASE PLATES.
 - USE SHIM STOCK AS REQUIRED TO PLUMB THE COLUMN.
 - TIGHTEN ALL BOLTS TO THE MAXIMUM POSSIBLE WITH A 12" TO 15" WRENCH. (THIS WILL BED THE WASHERS AND SHIMS AND CLEAR THE BOLT THREADS).
 - LOOSEN EACH BOLT ONE TURN AND USING A CALIBRATED WRENCH REDOUBTED TO ATTAIN A 25 FT-LBS (345 IN-LBS) TORQUE UNDER THE SUPERVISION OF THE PROJECT ENGINEER.
 - BURR THREADS AT JUNCTION WITH NUT USING A CENTER PUNCH TO PREVENT NUT LOOSENING.
 - USE GALVANIZED STEEL SHIMS TO OBTAIN A TIGHT FIT BETWEEN THE COLUMN FACE AND THE SLEEVE. PLACE SHIMS IN ALL QUADRANTS BETWEEN THE 3/4" DIAMETER SLEEVE BOLTS. USE SHIMS THAT ARE 1" SHORTER THAN THE HEIGHT OF THE SLEEVE.
5. TOLERANCES: ALL ABOVE MATERIALS SHALL BE IN ACCORDANCE WITH THE GOVERNING ASTM SPECIFICATIONS.
6. OVERSIGHTED HIGH STRENGTH BOLTS IN BASE CONNECTIONS WILL NOT BE ACCEPTED. ALL OTHER BOLTS AND ZEE TO POST BOLTS SHALL BE TIGHTENED IN ACCORDANCE WITH SECTION 700 OF THE SPECIFICATIONS.
7. WELDING: ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STRUCTURAL WELDING CODES FOR STEEL AND ALUMINUM, THE AASHTO STANDARD SPECIFICATIONS FOR WELDING STRUCTURAL STEEL HIGHWAY BRIDGES.
8. FOUNDATION NOTES:
- SIGN FOUNDATION IS PRE-DESIGNED AND IS BASED UPON THE FOLLOWING CONSERVATIVE SOIL CRITERIA WHICH COVERS THE GREAT MAJORITY OF SOIL TYPES FOUND IN LEON COUNTY:
CLASSIFICATION = SAND (COHESIONLESS)
FRICTION ANGLE = 30 DEGREES
UNIT WEIGHT = 50 PCF
ADDITIONAL ANALYSIS OR RE-DESIGN OF FOUNDATION REQUIRED ONLY IN CASES WHERE THE SOIL TYPE AT THE SPECIFIC SITE LOCATION TO BE OF LESSER STRENGTH THAN THE DESIGN PROPERTIES SHOWN ABOVE.
 - REINFORCING BARS SHALL CONFORM TO ASTM SPECIFICATION A706/700M.
 - CLASS I CONCRETE SHALL BE USED. FC=3000 PSI
 - ALL REINFORCING SHALL BE GRADE 60.
 - CONTRACTOR MAY USE PRECAST FOUNDATIONS IN PRE-DRILLED HOLES A MINIMUM OF 12" LARGER THAN THE FOUNDATION ON THESE PLANS IN EITHER NET OR GRY CONDITIONS. THE HOLES SHALL BE CLEAN AND WITHOUT LOOSE MATERIAL. TEMPORARY CASING SHALL BE REQUIRED IF THE SOIL IS UNSTABLE. FILL THE HOOD AROUND THE PRECAST FOUNDATION WITH FLOWABLE FILL MEETING THE REQUIREMENTS OF FOOT STANDARD SPECIFICATIONS SECTION 121 OR CLEAN SAND PLACED USING HYDRAULIC METHODS.
9. SIGN LOCATIONS: DUE TO SITE SPECIFIC REQUIREMENTS, THE PLANS FOR THIS SIGN SUPPORT ARE INTENDED FOR USE TO CONSTRUCT QUEUE SIGNS AT THE PEDRICK POND PARK/LEON COUNTY GREENWAY/LEON COUNTY BRANCH LIBRARY LOCATION IN LEON COUNTY, FLORIDA. USE OF THESE PLANS AT ANY OTHER LOCATION IS NOT PERMITTED.

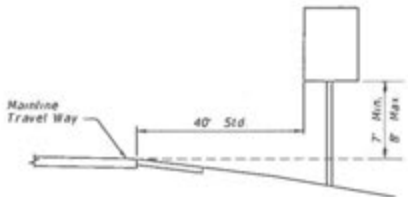
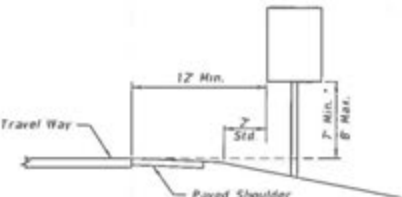
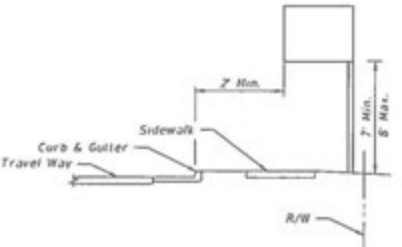

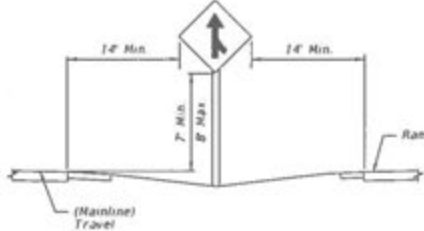


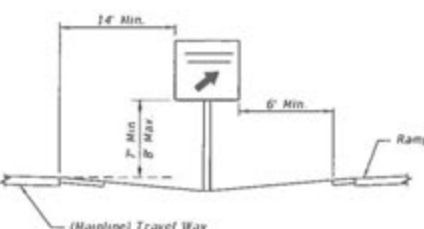
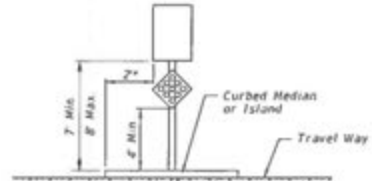
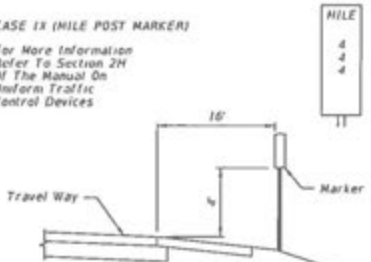


Jacques Registe
2016.06.02
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DATE		DESCRIPTION	ENGINEER OF RECORD:	REGISTE, SLIGER ENGINEERING, INC. CIVIL AND STRUCTURAL ENGINEERING CONSULTANTS LEAD: OF ARCHITECTURE & SITE 3379 Capital Cir. NE Suite J - Tallahassee, FL 32308 Phone: (904) 894-4500 - Fax: (904) 821-4500 Project Number: 1004	LEON COUNTY DEPARTMENT OF PUBLIC WORKS 2280 MCCOSKEY ROAD, TALLAHASSEE, FLORIDA 32308 PHONE (904) 808-1500 • FAX (904) 808-1101	GENERAL NOTES AND SIGN DATA PROJECT NAME: PEDRICK POND PARK ENTRANCE SIGN	SHEET NO.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G07-22.004 F.A.C.

<p>CASE I For Use On Freeway And Expressway Systems For Signs On Mainline</p>  <p>For Median Installation If Median Width Does Not Allow Std. Offset From Both Roadways, Center Sign In Median</p>	<p>CASE II For Use In All Rural Roads And On Freeway And Expressway Ramps.</p>  <p>14' Horizontal Clearance Standard On All Freeway And Expressway Ramps. * 4' For Wrong Way Signs On Interstate Exit Ramps</p>	<p>CASE III For Use On All Roads With Signs Mounted Behind Sidewalk</p>  <p>GENERAL NOTES: 1. The typical sections shown hereon serve as a guide for locating the traffic signs required under various roadside conditions. For size and details of sign construction and footing, refer to the appropriate standard index drawing for roadside sign. 2. It shall be the CONTRACTORS responsibility to verify the length of sign supports in the field prior to fabrication. 3. Ground signs shall be installed at an angle of 1 to 4 degrees away from the traffic flow (see illustration). Shoulder mounted signs shall be rotated counterclockwise and median mounted signs rotated clockwise. Signs on curves shall be mounted as noted above from the perpendicular to the motorist line of sight.</p> 	<p>4. The setback for stop and yield signs may be reduced to 7' minimum from the driving lane if required for visibility in business or residential sections with no curb and speeds of 30 MPH or less. 5. The mounting heights are measured from the bottom of the sign panel to a horizontal line extended from the edge of the driving lane. If the standard heights cannot be met, the minimum heights are as follows: Expressway & Freeway Systems 7' Other Roadway Systems 5' Rural 5' Urban (including residential with parking and for pedestrian activity) 7' If a secondary sign is mounted below the major sign, the major sign shall be at least 8' and the secondary sign at least 5' for expressway & freeway systems and for other systems the height to the secondary sign shall be at least 5' for rural and 7' for urban sections. 6. Sign supports should never be placed in the bottom of ditches where erosion might affect the proper operation of the breakaway feature. 7. Sign supports shall not reduce the accessible route (continuous passage no less than 4 min. clear width as required by the Americans with Disabilities Act (ADA) Accessibility Guidelines.</p>		
<p>CASE IV (MERGE SIGN) For Use On All Rural, Freeway And Expressway Systems</p> 	<p>CASE V For Use In Business Or Residential Areas Only.</p> 	<p>CASE VI For Use On All Roadways With Signs Behind Guardrail</p> 			
<p>CASE VII (REST AREA & EXIT GORE SIGNS) For Use On All Freeway And Expressway Systems</p> 	<p>CASE VIII Sign On Island or Curbed Median</p>  <p>* For Separators < 6', Center The Sign Within The Separator Center Sign Column On Island</p>	<p>CASE IX (MILE POST MARKER) For More Information Refer To Section 2H Of The Manual On Uniform Traffic Control Devices</p> 			
<p>LAST REVISION 07/01/15</p>	<p>REVISION DESCRIPTION</p>	<p>FDOT FY 2016-17 DESIGN STANDARDS</p>	<p>TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTI-COLUMN SIGNS</p>	<p>INDEX NO. 17302</p>	<p>SHEET NO. 1 of 1</p>

11.30.2015 2:10:24 PM

FDOT REQUIREMENTS

A COPY OF THIS PERMIT AND PLANS SHALL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY.

THIS OFFICE (**MIDWAY OPERATIONS CENTER**) REQUIRES 48 HOURS PRIOR NOTICE ON ALL WORK WITHIN FDOT'S RIGHT OF WAY (PHONE 922-7900 Attn. Permits).

All construction and/or maintenance on the Florida Department of Transportation's right of way shall conform to the Federal Manual on Uniform Traffic Control Devices (MUTCD), FDOT's Roadway and Traffic Design Standards and the Standard Specifications for Road and Bridge Construction (latest edition) for safety and work provided, unless otherwise specified by the Maintenance Engineer. A certified work site traffic control supervisor must oversee maintenance of traffic control plan and work site set up. Class 2 safety vest must be worn by all persons while working within FDOT right of way for this permit.

Permittee shall be responsible for cost and installation of any traffic control signals required by the Florida Department of Transportation.

An excavation shall be protected from cave-ins by an adequate protective system. When excavations are less than 5 feet in depth an examination by a competent person is required; as per OSHA standards 1926.652. All trenches must be backfilled in accordance with the State of Florida Department of Transportation Specifications.

LANE CLOSURES: The permittee's contractor will not be permitted to hinder traffic movements by blocking any travel lanes on the state highway system between the hours of 7:00 AM to 9:00 AM EST, and from 4:00 PM to 6:00 PM EST Monday through Friday. No lane closures will be allowed from 4:00 PM EST the day prior to a holiday, through 9:00 AM EST the day following the holiday or on holiday weekends, days of Special Events or on weekends of FAMU or FSU home football games.

ROADWAY RESTORATION: The Permittee must match existing roadway base and surface of the traveled lane for connecting points or emergency repairs. If auxiliary lanes are to be constructed at connections and the existing paved shoulders do not meet the above requirements they shall be removed and replaced to match the existing roadway base and surface of the traveled lane. Furthermore, any constructed auxiliary lanes require the permittee to submit cross sections of area every 100 feet for existing and proposed conditions. Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. All testing shall be by an FDOT / CTQP qualified technician as per the FDOT Specification 105.

UTILITY NOTIFICATION: Permittee is cautioned that utilities may be located within the construction area and any necessary utility relocation shall be at the expense of the permittee.

48 Hours prior to excavating, permittee is to contact SUNSHINE 811 at 1-800-432-4700.

No open cuts allowed in roadway to locate existing utilities, a six or eight inch core and vacuum excavation is allowed with FDOT engineer's approval. The applicant shall provide written justification for approval of any coring or open cutting.

Aerial crossings shall have a minimum of 18 ft. vertical clearance over roadways and 24 ft. over limited access roadways for all state highway systems. Other governmental agencies may require a greater clearance; the greater clearance required prevails.

All above ground appurtenances must be placed as close to the right-of-way line as practical.

PERMIT SPECIAL CONDITIONS AND INSTRUCTIONS Page | 2**ENVIRONMENTAL REQUIREMENTS:**

Permittee shall attach a stormwater pollution prevention plan to permits requiring excess disturbance of soil on the Department's right of way. Permittee will be required to address erosion and sediment control at job site according to Section 104, "Prevention, Control, and Abatement of Erosion and Water Pollution," in the FDOT's Standard Specifications for Road and Bridge Construction, Current Edition, Index Numbers 104, 105, and 199 in FDOT's Roadway and Traffic Design Standards, Current Edition, and the Florida Erosion and Sediment Control Manual.

NOTE: Hay Bales are no longer allowed for use as sediment and erosion control devices within the FDOT right-of-way.

Any construction activities which disturb a total land area of one (1) or more acres and discharges stormwater into waters of the United States require the permittee to provide a copy of the Environmental Protection Agency's NPDES Notice of Intent/Individual Permit within two working days prior to the start of construction. Permittee shall also provide the FDOT a copy of any state, county, or local environmental permits.

RESTORATION OF RIGHT OF WAY:

- After facility work is completed the permittee shall take immediate steps to reestablish pre-existing right of way and turf conditions. Turf is to be reestablished with the following minimums:
 - o Place Sod unless directed otherwise. Sod adjacent to sidewalk shall be placed flush with the top of the sidewalk.
 - o Permanent grass species to be established shall be a mixture of Bermuda and Bahia in a one to one ratio.
 - o Temporary grass seed shall be Bermuda, Bahia or Annual Rye Grass. ALL DISTURBED AREAS ARE TO BE RESEDED REGARDLESS OF SIZE. Seed rates are as per FDOT Standard Specification Sections 570 & 981.
 - o Fertilizing of all disturbed areas shall comply with FDOT Standard Specification Section 982.
- Provisions of the FDOT's Utility Accommodation Manual and Standard Specifications concerning grassing and restoration of rights of way will be strictly enforced. Approval of future permit applications will be contingent upon the applicant's compliance with these provisions in restoring of the right of way.
- Should any sidewalk be damaged as a result of the permitted work, it shall be replaced full length and width of each slab damaged within 72 hours.
- The permittee will take all maintenance responsibilities for any sidewalk for period of one year after completion of construction.
- All existing driveway / roadway connections not actively utilized as part of the newly constructed site development shall be closed and the right of way restored to the appropriate condition.
- No stock piling and / or storage of materials allowed within the state right of way.

THE FLORIDA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHOD OF INSTALLATION, SCOPE, RESTORATION AND PUBLIC SAFETY THAT ARISE DUE TO UNFORSEEN CONDITIONS DURING CONSTRUCTION.

PERMIT SPECIAL CONDITIONS AND INSTRUCTIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

850-040-89
MAINTENANCE
OGC - 07/13
Page 1 of 5

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 17 Commerce Blvd., Midway Florida, 32343 (hereinafter referred to as the "DEPARTMENT") and Leon County, Florida, A Political Subdivision of the State of Florida 301 South Monroe Street, Tallahassee, Fla., 32301 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 20 Section 55070 Subsection 000 from Begin MP 5.95 to End MP 9.98 Local Name Blountstown Highway located in Leon County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **Project consisting of the sign improvements as depicted in the Plans contained in the attached Composite Exhibit A together with the Special Provisions that have been included for the purposes of modifying this Agreement to the extent set forth therein.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than N/A (see exemption for local government below) and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 90 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of

this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Felton Ard, P.E. Title Senior Design Engineer
Office No. 850-606-1515 Cell N/A Email ARDF@LeoncountyFL.gov

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address Leon County Public Works, 2280 Miccosukee Road, Tallahassee Florida, 32308

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

By: _____ (Signature)

Vincent S. Long (Print Name)

_____ (Print Name)

County Administrator (Title)

_____ (Title)

_____ (Date)

_____ (Date)

Legal Review:

COMPOSITE EXHIBIT A

Plans
and
Special Provisions
for
Fort Braden Place Name Signs

1. The plans prepared by Registe Sliger Engineering, Inc, dated June 2, 2016 and titled Fort Braden Entrance Signs, are contained in this Composite Exhibit A to identify and depict the Project sign improvements to be constructed within the DEPARTMENT right-of-way pursuant to this Agreement.
2. Paragraph 29 of the Agreement is hereby modified by adding language to the end of the paragraph as follows: Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Construction Coordinator's (Leon County) sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The Construction Coordinator's liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
3. Upon completion of the Project identified in this Composite Exhibit A, the Construction Coordinator shall assume responsibility for perpetual maintenance of the Project improvements and shall maintain the Project improvements in accordance with the standards provided in paragraph two (2) of the Agreement. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
4. The Construction Coordinator shall comply with the Permit Special Conditions and Instructions contained in this Composite Exhibit A.

PERMIT SPECIAL CONDITIONS AND INSTRUCTIONS Page | 1

FDOT REQUIREMENTS

A COPY OF THIS PERMIT AND PLANS SHALL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY.

THIS OFFICE (**MIDWAY OPERATIONS CENTER**) REQUIRES 48 HOURS PRIOR NOTICE ON ALL WORK WITHIN FDOT'S RIGHT OF WAY (PHONE 922-7900 Attn. Permits).

All construction and/or maintenance on the Florida Department of Transportation's right of way shall conform to the Federal Manual on Uniform Traffic Control Devices (MUTCD), FDOT's Roadway and Traffic Design Standards and the Standard Specifications for Road and Bridge Construction (latest edition) for safety and work provided, unless otherwise specified by the Maintenance Engineer. A certified work site traffic control supervisor must oversee maintenance of traffic control plan and work site set up. Class 2 safety vest must be worn by all persons while working within FDOT right of way for this permit.

Permittee shall be responsible for cost and installation of any traffic control signals required by the Florida Department of Transportation.

An excavation shall be protected from cave-ins by an adequate protective system. When excavations are less than 5 feet in depth an examination by a competent person is required; as per OSHA standards 1926.652. All trenches must be backfilled in accordance with the State of Florida Department of Transportation Specifications.

LANE CLOSURES: The permittee's contractor will not be permitted to hinder traffic movements by blocking any travel lanes on the state highway system between the hours of 7:00 AM to 9:00 AM EST, and from 4:00 PM to 6:00 PM EST Monday through Friday. No lane closures will be allowed from 4:00 PM EST the day prior to a holiday, through 9:00 AM EST the day following the holiday or on holiday weekends, days of Special Events or on weekends of FAMU or FSU home football games.

ROADWAY RESTORATION: The Permittee must match existing roadway base and surface of the traveled lane for connecting points or emergency repairs. If auxiliary lanes are to be constructed at connections and the existing paved shoulders do not meet the above requirements they shall be removed and replaced to match the existing roadway base and surface of the traveled lane. Furthermore, any constructed auxiliary lanes require the permittee to submit cross sections of area every 100 feet for existing and proposed conditions. Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. All testing shall be by an FDOT / CTQP qualified technician as per the FDOT Specification 105.

UTILITY NOTIFICATION: Permittee is cautioned that utilities may be located within the construction area and any necessary utility relocation shall be at the expense of the permittee.

48 Hours prior to excavating, permittee is to contact SUNSHINE 811 at 1-800-432-4700.

No open cuts allowed in roadway to locate existing utilities, a six or eight inch core and vacuum excavation is allowed with FDOT engineer's approval. The applicant shall provide written justification for approval of any coring or open cutting.

Aerial crossings shall have a minimum of 18 ft. vertical clearance over roadways and 24 ft. over limited access roadways for all state highway systems. Other governmental agencies may require a greater clearance; the greater clearance required prevails.

All above ground appurtenances must be placed as close to the right-of-way line as practical.

PERMIT SPECIAL CONDITIONS AND INSTRUCTIONS Page | 2**ENVIRONMENTAL REQUIREMENTS:**

Permittee shall attach a stormwater pollution prevention plan to permits requiring excess disturbance of soil on the Department's right of way. Permittee will be required to address erosion and sediment control at job site according to Section 104, "Prevention, Control, and Abatement of Erosion and Water Pollution," in the FDOT's Standard Specifications for Road and Bridge Construction, Current Edition, Index Numbers 104, 105, and 199 in FDOT's Roadway and Traffic Design Standards, Current Edition, and the Florida Erosion and Sediment Control Manual.

NOTE: Hay Bales are no longer allowed for use as sediment and erosion control devices within the FDOT right-of-way.

Any construction activities which disturb a total land area of one (1) or more acres and discharges stormwater into waters of the United States require the permittee to provide a copy of the Environmental Protection Agency's NPDES Notice of Intent/Individual Permit within two working days prior to the start of construction. Permittee shall also provide the FDOT a copy of any state, county, or local environmental permits.

RESTORATION OF RIGHT OF WAY:

- After facility work is completed the permittee shall take immediate steps to reestablish pre-existing right of way and turf conditions. Turf is to be reestablished with the following minimums:
 - o Place Sod unless directed otherwise. Sod adjacent to sidewalk shall be placed flush with the top of the sidewalk.
 - o Permanent grass species to be established shall be a mixture of Bermuda and Bahia in a one to one ratio.
 - o Temporary grass seed shall be Bermuda, Bahia or Annual Rye Grass. ALL DISTURBED AREAS ARE TO BE RESEEDED REGARDLESS OF SIZE. Seed rates are as per FDOT Standard Specification Sections 570 & 981.
 - o Fertilizing of all disturbed areas shall comply with FDOT Standard Specification Section 982.
- Provisions of the FDOT's Utility Accommodation Manual and Standard Specifications concerning grassing and restoration of rights of way will be strictly enforced. Approval of future permit applications will be contingent upon the applicant's compliance with these provisions in restoring of the right of way.
- Should any sidewalk be damaged as a result of the permitted work, it shall be replaced full length and width of each slab damaged within 72 hours.
- The permittee will take all maintenance responsibilities for any sidewalk for period of one year after completion of construction.
- All existing driveway / roadway connections not actively utilized as part of the newly constructed site development shall be closed and the right of way restored to the appropriate condition.
- No stock piling and / or storage of materials allowed within the state right of way.

THE FLORIDA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHOD OF INSTALLATION, SCOPE, RESTORATION AND PUBLIC SAFETY THAT ARISE DUE TO UNFORSEEN CONDITIONS DURING CONSTRUCTION.

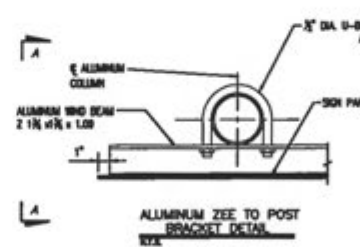
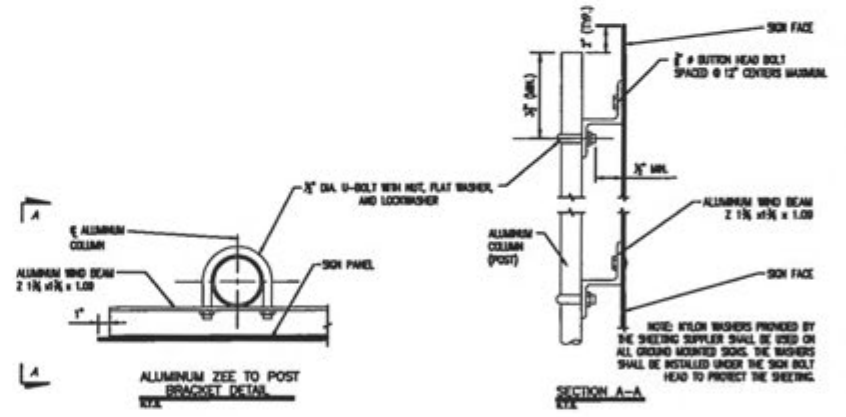
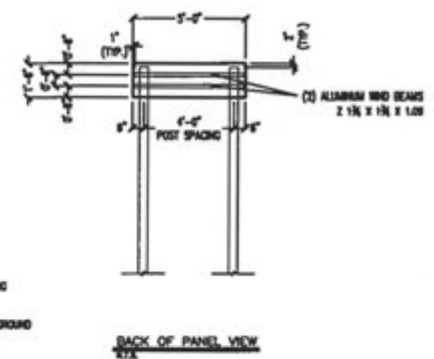
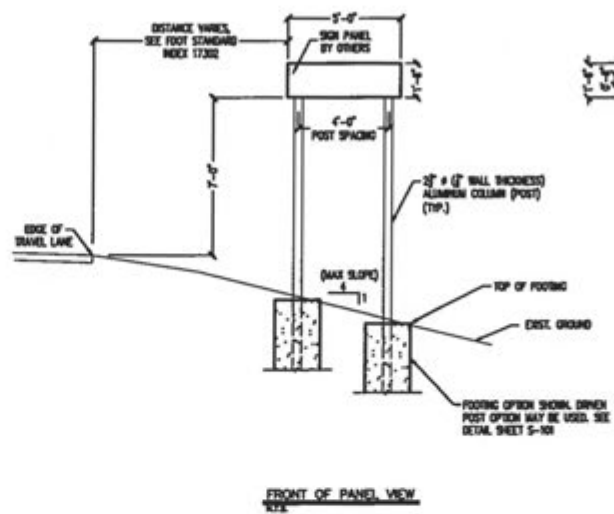
PERMIT SPECIAL CONDITIONS AND INSTRUCTIONS





PROPOSED FT. BRADEN COMMUNITY SIGN LOCATIONS ON HWY. 20/BLOUNTSTOWN HWY. APPROX. 4 MILES BETWEEN SIGNS.

1. GENERAL SPECIFICATIONS: DESIGN ACCORDING TO FOOT STRUCTURES MANUAL (CURRENT EDITION), STANDARD SPECIFICATION FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LIGHTS AND TRAFFIC SIGNALS, AASHTO 2002, AND FOOT PT 2004-17 DESIGN STRENGTHS.
2. DESIGN LOADS: DESIGN WIND SPEED 110 MPH.
3. DESIGN WAS BASED ON 1.5' X IF SPECIAL SIGN PANEL TO BE PROVIDED BY OTHERS.
4. ALUMINUM SIGN, WIND BEAMS AND COLLAR (POST) MATERIALS:
 - A. ALUMINUM PLATES: ASTM B209, ALLOY 6061-T6
 - B. ALUMINUM BARS AND EXTRUDED SHAPES: ASTM B221, ALLOY 6061-T6
 - C. ALUMINUM STRUCTURAL SHAPES: ASTM B308 ALLOY 6061-T6
 - D. CAST ALUMINUM: ALLOY 201-TR
 - E. ALUMINUM WELD MATERIAL: ER 5058
5. SIGN MOUNTING BOLTS (SCREWS), NUTS AND WASHERS:
 - A. ALUMINUM BUTTON HEAD AND FLAT HEAD BOLTS (SCREWS): ASTM F 468 ALLOY 2024-T4
 - B. ALUMINUM HEX NUTS: ASTM F 467 ALLOY 6061-T6 OR 6262-T5
 - C. ALUMINUM WASHERS: ASTM B221, ALLOY 7075-T6
 - D. GALVANIZED STEEL U-BOLTS: ASTM A 307 GRADE A
 - E. GALVANIZED HEX NUTS: ASTM A 363
6. STAINLESS STEEL BOLTS, NUTS AND WASHERS MAY BE USED IN LIEU OF THE ALUMINUM BUTTON HEAD AND FLAT HEAD BOLTS (SCREWS) AS FOLLOWS:
 - A. STAINLESS STEEL BOLTS (SCREWS): ASTM F 303 ALLOY GROUP 2, CONDITION A, CR1 OR SH1
 - B. STAINLESS STEEL NUTS: ASTM F304
7. SIGN COLLAR (POST) BOLTS, NUTS AND WASHERS:
 - A. GALVANIZED BOLTS (SCREWS): ASTM A307 WITH GALVANIZED HEX NUTS AND WASHERS
 - B. ALUMINUM BOLTS (SCREWS): ASTM B221, ALLOY 6061-T6 OR 2024-T4 WITH HEX NUTS AND WASHERS
 - C. GALVANIZED HIGH STRENGTH HEX HEAD BOLTS (BASE BOLTS): ASTM A325 TYPE 1
 - D. GALVANIZED HEX NUTS: ASTM A307 GRADE 0H
 - E. GALVANIZED WASHERS: ASTM F436
8. COATINGS:
 - A. ALUMINUM FASTENERS: ANODIC COATING (3000 MICRONS MIN) AND CHROMATE SEALS
 - B. HIGH STRENGTH STEEL BOLTS NUTS AND WASHERS: ASTM F238
 - C. ALL OTHER STEEL ITEMS (EXCLUDING STAINLESS STEEL): HOT-DIP GALVANIZED - ASTM A123
 - D. REPAIR DAMAGED GALVANIZING IN ACCORDANCE WITH SPECIFICATION SECTION 562
9. FOUNDATION NOTES:
 - A. SIGN FOUNDATION IS PRE-DESIGNED AND IS BASED UPON THE FOLLOWING CONSERVATIVE SOIL CRITERIA WHICH COVERS THE GREAT MAJORITY OF SOIL TYPES FOUND IN LEON COUNTY:
 - CLASSIFICATION = SAND (COHESIONLESS)
 - FRICITION ANGLE = 30 DEGREES
 - UNIT WEIGHT = 50 PCF
 - B. ADDITIONAL ANALYSIS OR RE-DESIGN OF FOUNDATION REQUIRED ONLY IN CASES WHERE THE SOIL TYPE AT THE SPECIFIC SITE LOCATION TO BE OF LESSER STRENGTH THAN THE DESIGN PROPERTIES SHOWN ABOVE.
 - C. CLASS I CONCRETE SHALL BE USED: $f'_c = 3000$ PSI
 - D. FOUNDATION REINFORCEMENT IS NOT REQUIRED FOR THIS SIGN.
10. SIGN LOCATIONS: DUE TO SITE SPECIFIC REQUIREMENTS, THE PLANS FOR THIS SIGN SUPPORT ARE INTENDED FOR USE TO CONSTRUCT GUIDE SIGNS AT THE FORT BRADEN LOCATION IN LEON COUNTY, FLORIDA. USE OF THESE PLANS AT ANY OTHER LOCATION IS NOT PERMITTED.

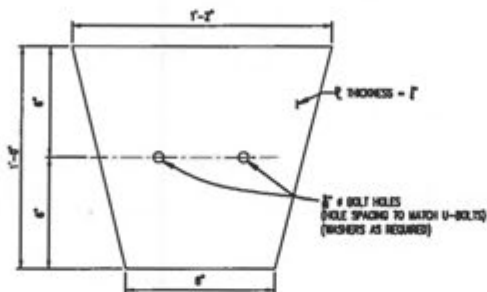


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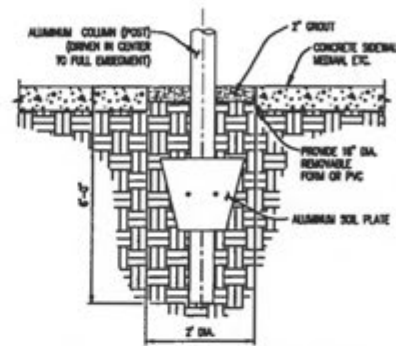
DATE	BY	DESCRIPTION	ENGINEER OF RECORD	REGISTE, SLIGER ENGINEERING, INC.	LEON COUNTY DEPARTMENT OF PUBLIC WORKS	GENERAL NOTES AND SIGN DATA	SHEET NO.
			JACQUES REGISTE, P.E. P.E. LICENSE #43397	REGISTE, SLIGER ENGINEERING, INC. 2379 Douglas Dr. SE, Suite 22 - Tallahassee, FL 32309 PHONE (850) 939-8822 - FAX (850) 939-8822 Project Number 3884	3280 MICCOSUKEE ROAD, TALLAHASSEE, FLORIDA 32308 PHONE (850) 808-1500 * FAX (850) 808-1501	PROJECT NAME: FT. BRADEN ENTRANCE SIGN	S-100

NOTES

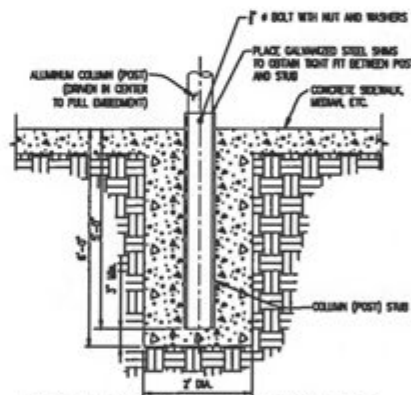
1. ALUMI SOIL PLATE BOTTOM AT 2/3 OF EMBEDMENT DEPTH.
2. BOLT HOLE SLOT UP TO 1" LONG IS ALLOWED TO ACCOMMODATE VARIOUS COLUMN (POST) SIZES.
3. RECTANGULAR SOIL PLATE OF SIZE 1'-2" X 1'-0" MAY BE USED AS AN ALTERNATE.



ALUMINUM SOIL PLATE DETAIL



DRIVEN POST DETAIL



CONCRETE/STUB DETAIL



ENGINEER OF RECORD

JACQUES REGISTE, P.E.
P.E. #43397
6/16/2016



REGISTE, SLIGER ENGINEERING, INC.
CIVIL AND STRUCTURAL ENGINEERING CONSULTANTS
CORP. OF APPLICANTS & MEMS
2875 Douglas Cir. NE, Suite 2 - Tallahassee, FL 32309
PHONE (904) 824-1000 • FAX (904) 824-1000
Project Number 1004



LEON COUNTY DEPARTMENT OF PUBLIC WORKS
2280 MICCOSUKEE ROAD, TALLAHASSEE, FLORIDA 32308
PHONE (904) 808-1500 • FAX (904) 808-1301

POST & FOUNDATION DETAILS

PROJECT NAME

FT. BRADEN
ENTRANCE SIGN

SHEET NO.

S-101

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY STORED AND SIGNED UNDER RULE 61B15-27.004 F.A.C.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Joint Project Agreement with the City of Tallahassee for Utility Upgrades with the Magnolia Drive Phase 2 Multi-Use Trail Project from Pontiac Drive to Chowkeebin Nene

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Chris Muehlemann, P.E., Chief of Engineering Design

Fiscal Impact:

This item has a fiscal impact. Under the proposed Agreement with the City of Tallahassee, the City agrees to pay all upgrade costs incurred for construction of the water and wastewater utility work and a lump sum of \$40,000 for contract management services. In addition, the City will pay a pro-rata share of the lump sum contract prices for mobilization and maintenance of traffic. Final costs to be paid by the City will be determined and brought back to the Board during the award of the construction bid.

Staff Recommendation:

Option #1: Approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Multi-Use Trail Phase 2 project area (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks Board approval of the proposed Joint Project Agreement in which the City will pay for, and the County will administer, water and wastewater utility upgrades as part of the construction of Magnolia Drive Phase 2 Multi-Use Trail Project from Pontiac Drive to Chowkeebin Nene (Attachment #1). A project map for Phase 2 is provided in Attachment #2.

On May 12, 2015, the Board realized \$6,150,000 from Blueprint 2000 for the construction of the Magnolia Drive Multi-Use Trail from South Adams Street to Apalachee Parkway (Attachment #3). Phase 1 includes a ten-foot multi-use trail on the south side of Magnolia Drive from South Meridian Road to Pontiac Drive. This phase is currently under construction and is anticipated to be completed by fall 2016. Phase 2 will be bid in the fall of 2016 with construction commencing in early 2017. The Magnolia Drive improvements are divided into segments in order to responsibly detour traffic while mitigating congestion. Subsequent phases will require right of way acquisition and separate joint project agreements. Final project schedules will be developed as these acquisitions and agreements occur.

Analysis:

Phase 2 will include a ten-foot multi-use trail along the south/east side of Magnolia Drive from Pontiac Drive to Circle Drive and an eight-foot sidewalk from Circle Drive to Chowkeebin Nene. In addition, an eight-foot wide sidewalk will be installed on the north side of Magnolia Drive between Seminole Drive and Alban Avenue.

The City Commission has approved the JPA for water and wastewater infrastructure relocation or installation for the Magnolia Drive Multi-Use Trail/Sidewalk Phase 2 construction project. Under this JPA, the City agrees to pay all upgrade costs incurred for construction of the water and wastewater utility work and a lump sum of \$40,000 for contract management services. In addition, the City will pay a pro-rata share of the lump sum contract prices for mobilization and maintenance of traffic. Final costs to be paid by the City will be determined and brought back to the Board during the award of the construction bid.

Within 30 calendar days after the County delivers to the City a notice of the proposed bid award for the Magnolia Drive Multi-Use Trail Phase 2 construction, the City will deposit the proposed contract price for the utility work and the contract management service fee into an escrow account as set forth in the JPA. The project is anticipated to be bid in October 2016, and construction will commence in January 2017.

Title: Approval of a Joint Project Agreement with the City of Tallahassee for Utility Upgrades with the Magnolia Drive Phase 2 Multi-Use Trail Project from Pontiac Drive to Chowkeebin Nene

July 12, 2016

Page 3

Options:

1. Approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Multi-Use Trail Phase 2 project area (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Multi-Use Trail Phase 2 project area.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Joint Project Agreement
2. Phase 2 Project Location Map
3. May 12, 2015 agenda item realizing funds from Blueprint 2000 for the construction of the Magnolia Drive Multiuse Trail

**LEON COUNTY – CITY OF TALLAHASSEE JOINT PROJECT AGREEMENT
WATER AND WASTEWATER INFRASTRUCTURE RELOCATION OR INSTALLATION
FOR MAGNOLIA MULTI-PURPOSE TRAIL/SIDEWALK PROJECT PHASE II**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **City of Tallahassee**, a Florida municipal corporation (“**City**”), and **Leon County, Florida** (“**County**”), a charter county and political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the County is constructing, reconstructing or otherwise improving the Magnolia Drive Multi-Purpose Trail/Sidewalk infrastructure Phase II (County Road 265), which has been designated by the County as Leon County Bid No. _____, (“**Project**”); and,

WHEREAS, completion of the Project requires the adjustment, relocation, upgrade or installation of certain City water distribution and wastewater collection infrastructure within the area of the Project (such work or portion thereof being hereafter referred to as “**Utility Work**”); and,

WHEREAS, the City has expressed its desire to have such Utility Work constructed by the County’s contractor for the Project, simultaneously with construction of the Project, and has agreed to pay all upgrade costs incurred for construction of such Utility Work; and,

WHEREAS, the City has requested the County to include, in its bid documents for the Project, both the plans and specifications for the Project (“**Project Plans**”) and the plans and specifications furnished by the City for construction of the Utility Work; and,

WHEREAS, the plans and specifications for the said Utility Work will be reviewed and approved by the County and the City; and

WHEREAS, the County and the City have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this Joint Project Agreement (“**JPA**”) to provide for completion of the Utility Work simultaneously with, and as part of the same contract as, the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. This JPA will apply to all Utility Work located within the limits of the Project, as included in the plans, specifications, and estimate for the Utility Work prepared by the City and approved by the County.

2. A. The City shall deliver to the County, in a form suitable for reproduction by the County, certain design documents, plans, and specifications for the Utility Work, which are more specifically identified as "Magnolia Drive Multi-Use Trail Water and Wastewater Replacement" ("Utility Work Plans"), including a Utility Work Schedule ("UWS"). Such Utility Work Plans shall include a summary of the unit price elements of work ("Pay Items") and associated estimated quantities included within the Utility Work. The City shall pay for the quantities of all such Pay Items actually installed in construction of the Utility Work, except for certain costs of relocating water system and sewer system infrastructure.

B. The City shall pay a pro-rata share of the lump sum contract prices for mobilization and maintenance of traffic. Such share shall be determined by calculating the sum of the extended contract prices for the Upgrade Utility Pay Items, then dividing that result by the total contract price less mobilization and maintenance of traffic costs. The result shall be expressed as a percentage to the nearest one-hundredth percent. The City's share of costs for mobilization and maintenance of traffic shall be equal to the total cost of mobilization and maintenance of traffic multiplied by the above computed percentage.

C. In lieu of County administration fees calculated as a percentage of the bid, the City shall pay the County a lump sum of \$40,000.00 for contract management services.

3. All of the work on the JPA shall be completed in accordance with the Project Plans and the Utility Work Plans, which are by reference made a part hereof. The City shall be responsible for verifying the accuracy of the County's underground survey information. The County and the City, as applicable, shall promptly notify the other of any errors or omissions discovered in such survey information. All errors, omissions and changes in the Utility Work Plans shall be the sole responsibility of the City, except for those changes resulting from or caused by errors, omissions or changes in the

Project Plans after completion of the 100% design documents, which changes shall be the sole responsibility of the County and shall be made by the City's design professional at the County's sole cost. In the event of conflict between the Utility Work Plans and the Project Plans, the Project Plans shall take precedence, except in the event of conflicts between the Utility adjustment plan sheets and the Utility Work Plans, the Utility Work Plans shall take precedence.

4. The City, at its sole expense, shall furnish all engineering inspection, testing and monitoring of the Utility Work and shall furnish the County's engineer, at her/his request, copies of log books and quantities of work performed by the Contractor. The County shall provide all necessary Project contract administration and enforcement. The coordination of the Utility Work with that of the County's Contractor, and with work by other utility owners or their contractors, shall be the responsibility of the County, and the City shall cooperate fully in this matter. The City, upon request of the County, shall promptly furnish to the County all information required for change orders or supplemental agreements pertaining to the Utility Work.

5. The County shall receive bids for the Utility Work at the same time as bids for the Project. All bids for said Utility Work shall be taken into consideration in the award of a contract for construction of the Project, which award shall be based on the lowest responsive, responsible bid for all work (i.e., both the Project and the Utility Work). The City shall have the right to review the bid for the Utility Work and to (i) proceed with construction, by the County's contractor, of all Utility Work, or (ii) reject the bid of the County's contractor and arrange, at its own expense, for the prompt construction of the Utility Work. In proceeding with the Project, the following shall apply:

(a) The City shall notify the County of its decision with respect to how to proceed with construction of the Utility Work.

(b) Upon the receipt of such notice, the County shall amend the contract documents for the Project, as appropriate, prior to award.

(c) The City, should it chose not to have the County contractor perform any of the Utility Work, shall cooperate with the County's contractor to schedule the sequence of the utility adjustments and relocations required for the Project.

(d) Should the City choose not to have the County's contractor construct any of the Utility Work, the City, or its contractor for the Utility Work, shall defend any legal claims asserted against the County by the County's contractor due solely to delays caused by the City's failure to comply with the UWS provided by the City to the County; provided, however, that neither the City nor its contractor for the Utility Work shall be responsible for delays in

construction of the Utility Work caused by circumstances beyond its reasonable control.

(e) In performance of the Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable maintenance of traffic plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in paragraph 8 below including, but not limited to, the posting of a performance bond and the naming of the County as an additional insured.

6. All adjustments, relocations, repairs and other work required to be performed in relation to utility infrastructure, if any, within this Project which are owned by the City but not included in the Utility Work Plans shall be the sole responsibility of the City and shall be the subject of either a separate agreement and utility relocation schedule or a change order to the County's contract for construction of the Project. All such work shall be coordinated with the construction of this Project and performed in a manner that will not cause delay to the County's contractor.

7. All services and work under the construction contract for the Project shall be performed to the satisfaction of the Leon County Director of Public Works, or his designee; provided, however, that all Utility Work performed under that contract shall also be performed to the satisfaction the City's General Manager – Underground Utilities, or his designee. The said County and City representatives shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder, with the exception of those related to the Utility Work, shall be final and conclusive upon the parties hereto. All such questions, difficulties, claims, and disputes regarding the Utility Work Plans or the Utility Work shall be decided or resolved, in good faith, in accordance with the following process:

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

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

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

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

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

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

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

following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

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

8. Following receipt of bids for the Project, the County will promptly notify the City of the proposed contract price and Pay Item prices, and the City, if it desires to proceed with the Utility Work, or portion thereof, as part of the County's contract for the Project, shall deposit with the County the proposed contract price payable by the City for such Utility Work and the contract management services fee as set forth in Section 2 of this Agreement, which amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. Said deposit must be made within 30 calendar days after the County delivers to the City a notice of proposed bid award. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the Project, including the Utility Work, and will ensure that the City is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the City and the County. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the contract for the construction of the Project, the County may request the City to make an additional deposit if it determines that the cost of the Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more Pay Items, or construction delay caused by the City, or changes in the Utility Work for which the City is responsible under Section 3 of this Agreement. The County shall request such additional deposit by delivery of invoices to the City. The City, subject to resolution of any disputes in accordance with Section 7 hereinabove, shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Utility Work made by the City exceed the actual cost of the Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Utility Work shall be performed in accordance with the Utility Work Plans, which include the City's Technical Specifications for Water and Sewer Construction. The County shall neither accept nor make payment for any portion of the Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit to the County and the City a separate invoice for the Utility Work that has been completed and accepted. The City's project manager shall have seven (7) calendar days from receipt of an invoice to review the invoice and shall raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection or taken issue until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Utility Work, the City shall own, control, maintain and be responsible for all such facilities, according to the terms of the applicable utility permit.

11. The City and County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

12. Within one hundred eighty (180) days following the date of final payment under the contract for the Project, the County shall furnish the City with two (2) copies of its final and complete billing of all costs incurred in connection with the Utility Work, such statement to follow as closely as possible the order of the items contained in the job estimate. The final accounting will show the following with regard to the Project and the Utility Work: a description of the work and the site; the date on which the first work was performed and the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. All cost records and accounts maintained by the County or their consultant managing construction of the Project shall be subject to audit by a representative of the City within three (3) years after acceptance of the Project.

13. Should either party be required to file litigation to enforce any terms or provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorneys' fees and court costs.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF TALLAHASSEE

Attest:

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

By: Ricardo Fernandez
Ricardo Fernandez, City Manager

Date: 5.25.16

Approved as to form:

By: [Signature]
City Attorney



LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

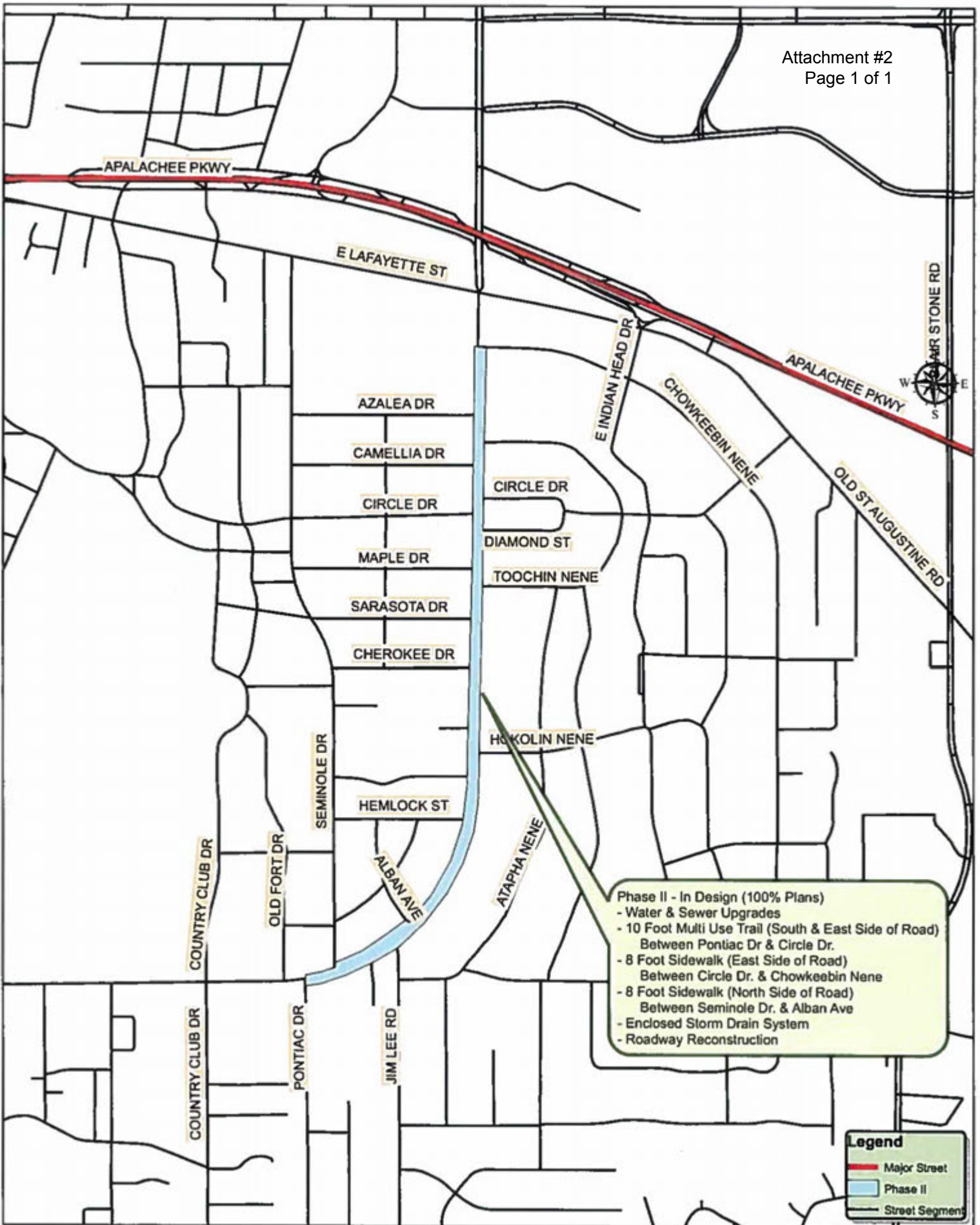
Date: _____

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

By: _____

Approved as to Form:
Leon County Attorney's Office

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



Phase II - In Design (100% Plans)

- Water & Sewer Upgrades
- 10 Foot Multi Use Trail (South & East Side of Road) Between Pontiac Dr & Circle Dr.
- 8 Foot Sidewalk (East Side of Road) Between Circle Dr. & Chowkeebin Nene
- 8 Foot Sidewalk (North Side of Road) Between Seminole Dr. & Alban Ave
- Enclosed Storm Drain System
- Roadway Reconstruction

Legend

- Major Street
- Phase II
- Street Segment

Magnolia Drive Multi Use Trail - Phase II Map

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

May 12, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Budget Amendment Recognizing Funds from Blueprint 2000 for the Construction of the Magnolia Drive Multiuse Trail 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
Lead Staff/ Project Team:	Katherine Burke, P.E., Director, Engineering Services

Fiscal Impact:

This item has a fiscal impact. Blueprint 2000 has allocated \$6,150,000 in funding for the construction of the Magnolia Drive Multiuse Trail. These funds will be included in the Capital Improvement budget for this project.

Staff Recommendation:

Option #1: Approve the Resolution and associated Budget Amendment Request recognizing \$6,150,000 from Blueprint 2000 for the construction of the Magnolia Drive Multiuse Trail project (Attachment #1).

Title: Approval of a Budget Amendment Request Recognizing Funds from Blueprint 2000 for the Construction of the Magnolia Drive Multiuse Trail Project
May 12, 2015
Page 2

Report and Discussion

Background:

At the April 1, 2015 Blueprint 2000 Intergovernmental Agency (IA) meeting, the body approved the use of \$6,150,000 for the implementation of the Magnolia Drive Multiuse Trail Project (Attachment #2). Approval of this item authorizes Blueprint to transfer the funds to the Capital Improvement Budget for this project.

Analysis:

As reported to the Board during the April 1, 2015 IA meeting, the Magnolia Drive multiuse Trail project will be completed in six phases. The estimated cost to complete Phases 1-6 is \$7,983,300. The IA appropriated \$6,150,000 for the implementation of the project and authorized the remaining balance of \$1,833,300 be budgeted in out-years, as needed.

Staff will provide the Board and the IA an update of any remaining funding needs, as final costs are determined.

Options:

1. Approve the Resolution and associated Budget Amendment Request recognizing \$6,150,000 from Blueprint 2000 for the construction of the Magnolia Drive Multiuse Trail Project (Attachment #1).
2. Do not approve the Resolution and associated Budget Amendment Request recognizing funds from Blueprint 2000 for the construction of the Magnolia Drive Multiuse Trail Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution and Budget Amendment Request
2. April 1, 2015 Blueprint IA Meeting Agenda Item #4

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Submit a Formal Application and Approval of Agreement with the American Public Works Association to Pursue APWA Accreditation

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Public Works Director
Lead Staff/ Project Team:	Roshaunda Bradley, Assistant to the Public Works Director

Fiscal Impact:

This item has a fiscal impact. The Accreditation application fee has been determined based on the County's unincorporated population (\$9,000) and the number of practices that are applicable to the department (\$3,200). Fifty percent of the application fee is included in the adopted FY16 budget, and the remaining balance is budgeted in the proposed FY17 budget. Additionally, \$3,000 has been included in the FY17 budget to cover expenses associated with the on-site evaluation.

Staff Recommendation:

Option #1: Authorize the submittal of a formal application for Leon County Public Works to pursue Accreditation with the American Public Works Association and approve the associated Accreditation Agreement in a final form approved by the County Attorney (Attachment #1), and authorize the County Administrator to execute any and all documents associated with Accreditation.

Report and Discussion

Background:

This item seeks Board approval of an Agreement with the American Public Works Association (APWA) for Leon County's Department of Public Works to pursue APWA Accreditation. The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the *Public Works Management Practices Manual*. It is a voluntary, self-motivated approach to objectively evaluate, verify and recognize compliance with the recommended management practices.

The objectives of the accreditation program are to:

- Create impetus for organization self-improvement and stimulate general raising of standards;
- Offer a voluntary evaluation and education program rather than government regulated activity;
- Recognize good performance and provide motivation to maintain and improve performance;
- Improve public works performance and the provision of services;
- Increase professionalism; and
- Instill pride among agency staff, elected officials and the local community.

Other jurisdictions in Florida that have obtained APWA Accreditation include: City of Gainesville, Hillsborough County, City of Lakeland, City of Largo, City of Miami Beach, Okaloosa County, City of Palm Bay, City of Port St. Lucie, Sumter County, and the Village of Wellington. The following have formally applied for accreditation, but have not finished the process: City of Coral Springs, City of Fort Myers, and Village of Key Biscayne.

This action is essential to the following revised FY 2012 - FY 2016 Strategic Initiative that the Board approved at its January 26, 2016 meeting:

- Pursue American Public Works Association (APWA) accreditation (2012).

This particular Strategic Initiative aligns with the Board's Strategic Priorities, Governance:

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

Analysis:

Obtaining APWA Accreditation is a comprehensive process that involves five phases:

- 1) Self-Assessment: The first step toward accreditation is the completion of a needs/self-assessment, using the *Public Works Management Practices Manual*. Self-assessment is an internal review of an agencies policies, procedures and practices in comparison to the nationally recognized, “recommended” practices contained in the manual. At the completion of the self-assessment, the Agency will have a broad knowledge of its strengths and areas where improvement is needed to bring the Agency into compliance with the recommended practices. To become accredited, the results of the self-assessment must be carefully documented. This documentation establishes the basis for setting goals and evaluating the Agency’s effectiveness in attaining compliance with the recommended practices.

Status: Leon County Public Works has completed a comprehensive review of its practices and procedures in comparison to the recommended practices contained in the Accreditation Manual. Areas for further improvement in documenting departmental procedures have been identified, and are being addressed in the improvement phase.

- 2) Application Phase: Once the decision has been made to commit to the accreditation process, the Agency submits a formal application along with the application fee. APWA in turn will review the application, and if acceptable, will issue an accreditation agreement. During the application process, agencies are required to identify each functional area (represented by a chapter in the Manual) where the Agency has any responsibilities. Each agency is required to comply with the recommended management practices specifically applicable to the functional areas.

Application Fee: Fees for accreditation are based on two criteria: the jurisdiction’s population for the unincorporated County (utilizing 2010 Census Data) and the number of functional areas the Agency is responsible for. The fee associated with Leon County’s unincorporated population of 94,111 is \$9,000.

The Manual has a total of 40 chapters. The first nine chapters, consisting of administrative issues common to almost all agencies (i.e. Organization and Strategic Planning, Human Resources Management, Finance, Safety), is required for all agencies. The fee for Chapters 1-9 is \$800. Additionally, each additional chapter (10-40) is \$200 each. Staff has determined that Public Works is directly responsible for a total of 12 additional chapters for a total of \$2,400.

- Application Fee based on Population - \$9,000
- Fee for Administrative Chapters 1-9 - \$800
- Fee for Applicable Remaining Chapters - \$2,400
- **Total: \$12,200**

The first installment of \$6,100 (50% of the total fee) is due at the signing of the Agreement. The remaining 50% is payable at the end of the 18th month from the effective date of the Agreement or at the time of submission of the completed self-assessment and request for the onsite evaluation, whichever occurs first.

Status: This agenda item seeks Board authorization to submit the application for Accreditation, and approval of the associated Agreement. The application fee has been determined based on the County's unincorporated population and the number of practices that are applicable to the department. Fifty percent of the application fee is included in the adopted FY16 budget, and the remaining balance is budgeted in the proposed FY17 budget.

- 3) Improvement Phase: Once the Agency has completed the self-assessment and identified areas needing improvement, the Agency will work to bring all practices into an acceptable level of compliance with the recommended practices.

Status: Staff is currently in the process of documenting/and or refining Standard Operating Procedures for all applicable practices identified in the Public Works Manual. All Public Works Divisions are participating in this process. Of the 344 practices Public Works is responsible for, a total of 163 have been completed to date. Staff will be working diligently with a goal of completing the remaining practices by the end of FY 2017.

- 4) Evaluation Phase: Once the Agency believes it complies with all applicable practices, an evaluation team performs a "site visit" to affirm compliance. The typical evaluation team consists of three evaluators and includes APWA staff and experienced public works professionals who are recruited and trained to serve as evaluators. During the site visit, the evaluators will review the Agency's management practices and all supporting documentation to determine the level of compliance. The Agency is required to fund the travel expenses for each evaluator, estimated at \$1,000 each.

Status: A total of \$3,000 is included in the proposed FY 2017 budget to cover travel expenses for the on-site evaluation.

- 5) Accreditation Phase: This is the final approval stage of accreditation by the Accreditation Council. The Council will review the recommendation from the Evaluation Team, and the final report of the site visit. The Council may then grant full or provisional accreditation or may modify the recommendation of the evaluation team. Accreditation is granted for a period of four years, at which time the Agency may apply for re-accreditation.

Upon signing the Agreement, agencies have 36 months to complete the process with a successful on-site evaluation. If agencies require more than 36 months an extension may be granted, however additional fees will be applied. Staff does not anticipate utilizing the entire 36 month window to complete, as the department is nearly halfway through the improvement phase. Public Works staff will continue to work diligently for the remainder of FY 2016 and FY 2017 to

complete the Accreditation process. The County Administrator will keep the Board apprised of the Accreditation status throughout the process.

Options:

1. Authorize the submittal of a formal application for Leon County Public Works to pursue Accreditation with the American Public Works Association and approve the associated Accreditation Agreement in a final form approved by the County Attorney (Attachment #1), and authorize the County Administrator to execute any and all documents associated with Accreditation.
2. Do not authorize the submittal of a formal application for Leon County Public Works Department to pursue Accreditation with the American Public Works Association.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Application & Accreditation Agreement

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR
VOLUNTARY ACCREDITATION
Eighth Edition

Agency Name: * Leon County, Florida, c/o Leon County Department of Public Works
*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 2280 Miccosukee Road

City: Tallahassee State: Florida Zip: 32308

Mailing Address: (if different from street address)

City: Tallahassee State: Florida Zip: 32308

• Parent Agency's Chief Executive Officer: Vincent S. Long
Title: County Administrator Elected - Or Appointed -

• Public Works Agency's Chief Executive: Tony Park, P.E.
Title: Public Works Director Elected - Or Appointed -
Phone: (850) 606-1500 FAX: (850) 606-1501 E-Mail: parkt@leoncountfl.gov

APWA Member? Yes, I.D. Number No
APWA Agency Member? Yes, Contact No

• Public Works Agency's Accreditation Manager: Roshaunda Bradley
Title: Assistant to the Public Works Director
APWA Member? Yes, I.D. Number No
Phone: (850) 606-1500 FAX: (850) 606-1501 E-Mail: bradleyr@leoncountyfl.gov

The public works agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

Executed this ___ day of _____, 201__.

By: _____, Title: County Administrator
Vincent S. Long
(typed or printed name)

Continued

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your department administer, manage, or provide services -- either directly or through a contractor or outside vendor? The department is responsible for an entire chapter if they have any involvement in any portion of the practices contained in a chapter, even if another department or agency has ultimate responsibility. If there is any accountability—the whole chapter applies. Explain reason for not being responsible or accountable for a particular functional area.

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY
Chapter 1-9			Required for all agencies
Planning and Development (10)		NO	
Code Enforcement (11)		NO	
Engineering Management (12)	YES		
Bid Process (13)		NO	
Project Management (14)	YES		
Right-of-Way Management (15)	YES		
Utility Coordination (16)		NO	
Facilities Management (17)		NO	
Equipment and Fleet Management (18)	YES		
Parks, Grounds, and Forestry (19)		NO	
Solid Waste Management (20)	YES		
Solid Waste Collection (21)	YES		
Solid Waste Recycling and Reuse (22)	NO	NO	
Solid Waste Disposal (23)	YES		
Street Maintenance (24)	YES		
Street Cleaning (25)	YES		
Snow and Ice Control (26)		NO	
Stormwater and Flood Management (27)	YES		
Vector Control (28)	YES		
Potable Water Distribution System (29)		NO	
Water Treatment (30)		NO	
Wastewater Collection and Conveyance (31)		NO	
Wastewater Treatment and Disposal (32)		NO	
Traffic Operations (33)	YES		
Parking (34)		NO	
Cemeteries (35)		NO	
Airports (36)		NO	
Transit Operations (37)		NO	
Bridges (38)		NO	
Beach Management (39)		NO	
Environmental Management System (40)		NO	
TOTALS (please enter a number for both Yes and No)	21	19	Total for Yes and No must equal 40

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities.

Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for the purpose of determining accreditation fees.

Part A: Base Fee by Agency Population (2010 Census Data)

Check	POPULATION		Extension
	Under 10,000	\$1,500	
	10,001 to 25,000	\$2,500	
	25,001 to 50,000	\$6,500	
x	50,001 to 100,000	\$9,000	\$9,000
	100,001 to 300,000	\$11,000	
	300,001 to 1,000,000	\$15,000	
	More than 1,000,000	\$18,000	
	Subtotal Base Fee		\$ 9,000

Part B: Functional Area Fee (Added to the Base Fee)

Functional Areas	FUNCTIONAL AREAS		Extension
9	First 9 Chapters (Required for all agencies)	\$800	\$800
12	Each additional chapter (Maximum fee for additional chapters is \$4,800)	\$200 each	\$ 2,400
	Subtotal Functional Area Fee		\$ 3,200

Total Fee (add Base Fee and Functional Area Fee)**\$ 12,200**

Calculation of fees is subject to verification by the Accreditation Council. Additional fees will be charged for Functional Areas, which should have been included in the original calculation.

¹ Excludes on-site assessment costs, instructional materials, reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment information to: APWA Director of Accreditation, 2345 Grand Blvd, Suite 700, Kansas City, MO 64108-2625. On July 5, 2016

ACCREDITATION AGREEMENT

This Agreement is entered into between the Leon County, Florida, c/o Leon County Department of Public Works (“the Agency”) with principal offices located at 2280 Miccosukee Road Tallahassee, Florida, and the Accreditation Council (“the Council”), a division of the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501©(3) of the Internal Revenue Code with principal offices located at 2345 Grand Boulevard, Suite 700, Kansas City, Missouri 64108.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Council to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual*.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 19 functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that the Council assess the Agency’s practices in order for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by the Council except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify the Council that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, and provide full and accurate results thereof to the Council using software developed and approved by the Council;

1.3 Provide one or more persons to assist the Council representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with recommended practices; provide access to files and records; and provide necessary facilities that are requested by the Evaluators; and

1.4 Respond to all communications from the Council promptly, but in no event later than ten (10) business days from the receipt thereof.

2. COUNCIL’S RESPONSIBILITIES: The Council shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

2.2 Provide Evaluators for the purpose of conducting an on-site evaluation of the Agency's policies and practices;

2.3 Promptly analyze compliance data and advise the Agency of the results of the on-site evaluation and the need for additional information, if any;

2.4 Conduct a hearing and certify the Agency has accredited if it has met the then applicable practices.

2.5 If the Agency is accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation

2.6 If the Agency is not accredited following an examination of its policies and practices, provide the Agency with reasons for the Council decision, and

2.7 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty days of notice by the Council of the reasons for the Council decision), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative each of the parties.

3.2 The Agreement shall terminate:

(a) Upon execution of a Re-Accreditation Agreement between the Agency and Council, or

(b) Upon expiration of the 36th month following the effective date of this Agreement unless a successful on-site evaluation within that period of time; or

(c) Upon written notice by the Agency that it withdraws from the accreditation process, or

(d) Upon termination pursuant to Section 5.1, 5.2, or 5.3 hereof; or

(e) Upon expiration or revocation of the Agency's accredited status.

3.3 The term of any accreditation provided to the Agency shall have a term of

four years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the Re-Accreditation on-site visit before the expiration of such four year term, the accreditation shall lapse and the Agency shall not hold itself out as being accredited by the Council.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable (except as noted in Sections 5.2 and 5.4). Under either option, the fees do not include the Agency's responsibility for costs associated with the on-site evaluation in accordance with Sections 5.3, 5.5 and 5.6.

The Agency agrees to one of the following options by checking the appropriate Block:

(a) Lump Sum Option

The Agency will remit to the Council a single payment in the lump-sum amount for processing of the accreditation of \$ 12,200, upon the execution of this Agreement by the Agency.

The total amount of \$ 12,200 is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

Purchase Order No. _____ is herein remitted to the Council in the amount of \$ 12,200.

(b) Installment Option

The Agency will remit to the Council a total payment of \$ 12,200 for processing of the accreditation. The first installment of \$ 6,100 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$ 6,100 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the onsite evaluation, whichever occurs first.

The first installment of \$ 6,100 is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

Purchase Order No. _____ is herein remitted to the Council in the amount of \$_____.

*The Council reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.2 If the Agency is determined ineligible to apply for participation in the Accreditation program, after the execution of this Agreement and payment of fees, the Council will refund the fees reserved from the Agency, less a \$1,000 processing fee.

5.3 The Council will invoice the Agency for the Council's actual on-site evaluation costs. An itemized invoice will be delivered to the Agency within forty-five days of completion of the on-site visit. The Council reserves the right to terminate this Agreement if such payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.4 If the Agency terminates this Agreement pursuant to Section 3.2(c), the Agency shall receive a refund based on the following schedule, based on the effective date of this Agreement.

Less than one-year: Seventy percent (70%) of the total fee
More than one year, but less than two years: Fifty percent (50%) of the total fee
More than two-years: No refund allowed

Refunds shall not exceed the amount actually paid by the Agency.

5.5 If the Agency requires more than 36 months to complete a successful on-site evaluation, the Agency may request a 12 month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable fee amounting to 25% of the fee in effect on the effective date of this Agreement for that additional period. The Agency may continue to request an additional extension every 12 months thereafter, and agrees to pay the additional 25% fee, until a successful on-site evaluation has been achieved or this Agreement has been terminated in accordance with Section 3. No such additional fee will be levied where the Council delays the on-site evaluation for their convenience or where the on-site evaluation cannot be reasonably scheduled within the original 36-month period.

5.6 If the Agency's initial on-site evaluation is not successful (i.e., work after the initial on-site evaluation is required to achieve compliance with recommended practices), and the volume of review necessary for completion would require a second on-site evaluation, with the Agency shall prepay costs for a subsequent on-site evaluation and/or additional staff/evaluator assistance required on or off site. The additional work required (on and/or off site) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 The Council shall receive and hold confidential any and all reports, files, records and other data obtained from the Agency pursuant to this Agreement. The Council shall use reasonable commercial efforts to prevent the disclosure, distribution, or release to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Council in the furtherance of its responsibility under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for accreditation or, its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Council to conduct all or part of its meeting in public, including but not limited to the right of the Council, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.

6.2 In response to inquiries concerning the Agency, the Council's reply will be to identify the Agency's status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES:

7.1 Notwithstanding any provision of this Agreement to the contrary, the Council shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site evaluation has been scheduled, the purpose of said news release and publicity program will be to identify the Agency as seeking accreditation. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.

7.2 The Agency shall provide the Council with a copy of all its news releases or publicity material concerning its accreditation activities.

8. THE COUNCIL AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the Council is an independent contractor and shall not be deemed to be an employee, agent, franchise, partner, or legal representative of the Agency. The council shall not have any authority to create or assure any obligation on behalf of the Agency. The Council shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other

than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Missouri.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the Council's award of accreditation represents that the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing certain subject areas, but the council is not making any representations that such policies or practices are adequate or appropriate for Agency. Agency is solely responsible for determining whether its policies and practices are adequate and appropriate and the Council's award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

13. WAIVER: Any waiver by the council of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing and set postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this ____ day of _____, 201 ____.

Witness: By: _____

Vincent S. Long

(Typed name)

County Administrator

(Title)*

Witness: By: _____

(Typed name)

(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, the APWA has caused this Agreement to be executed by the Executive Director of the American Public Works Association, acting on its behalf.

Witness: By: _____

Peter King
Executive Director

DRAFT

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Budget Amendment Request to realize Revenue in the amount of \$931,000 from Marpan Recycling to cover Hauling and Disposal Costs at the Springhill Landfill

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works
Lead Staff/ Project Team:	Robert Mills, Assistant Director of Public Works

Fiscal Impact:

This item has a fiscal impact. This item budgets \$931,700 in revenue from Marpan Recycling to cover hauling and disposal costs at the Springhill Landfill, consistent with the Board-approved First Amendment to the Class III Solid Waste Management and Recycling Services Agreement.

Staff Recommendation:

Option #1: Approve the resolution and associated Budget Amendment Request to realize \$931,700 in revenue from Marpan Recycling for hauling and disposal at the Springhill Landfill (Attachment #1).

Report and Discussion

Background:

Approval of the attached budget amendment realizes anticipated payments from Marpan Recycling for costs associated with the hauling and disposal of Marpan's residual waste to the Springhill Landfill that was formerly disposed of at the Leon County landfill.

During the July 7, 2015 meeting, the Board approved moving forward with formal closure of the Solid Waste Management Facility. At that time, staff began working with Marpan to identify alternatives for disposing of Marpan's non-recyclable materials.

On December 8, 2015, the Board approved the First Amendment to the Class III Solid Waste Management and Recycling Services Agreement with Marpan Recycling. Under the Agreement, Marpan disposes non-recyclable materials at the Springhill Landfill with the closure of the Leon County landfill.

Analysis:

Marpan currently brings waste to the Transfer Station for weighing and then proceeds directly to Springhill for disposal (the waste is not handled or processed at the Transfer Station). Marpan is charged Leon County's rate for hauling and disposal at Springhill plus an administrative fee (\$0.25/ton). For the current year, the total fee is \$26.37 per ton. This rate will adjust annually, consistent with the County's agreement with Waste Management for hauling and disposal at Springhill.

Marpan's estimated non-recycling material is 35,000 tons. Revenue for this agreement is estimated at \$931,700, which includes an estimated \$8,750 administrative fee. In order to pay Waste Management for the hauling and disposal services associated with Marpan residuals, the Marpan revenue and associated expenditure needs to be budgeted. The Resolution and Budget Amendment Request appropriating revenue received from Marpan Recycling (Attachment #1).

Options:

1. Approve the resolution and associated Budget Amendment Request to budget \$931,700 in revenue from Marpan Recycling for hauling and disposal costs at the Springhill Landfill (Attachment #1).
2. Do not approve the Resolution and associated Budget Amendment Request to budget \$931,700 in revenue from Marpan Recycling.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Resolution and Associated Budget Amendment

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Negotiate Continuing Civil Engineering Services Agreements with Nineteen Firms

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services

Fiscal Impact:

This item has a fiscal impact to the County. Costs for services will be included in budgets for individual projects.

Staff Recommendation:

Option #1: Authorize staff to negotiate agreements for continuing civil engineering services for the categories of work identified with Greenman-Pederson, Preble-Rish, Atkins, Cardno, ECT, EGS, Ardaman, DRMP, Registe Sliger, Inovia, Moore Bass, Stantec, Nobles, Diversified Design, O'Neal, Michael Baker, CDM Smith, Genesis, and Jim Stidham; and authorize the County Administrator to execute (Attachment #1).

Report and Discussion

Background:

This item seeks Board authorization to negotiate agreements for continuing civil engineering services and the County Administrator to execute said agreements. In June 2011, the Board approved agreements with 18 firms to provide continuing civil engineering services to Leon County. These agreements commenced on August 17, 2011, with an original three-year term and a two-year extension. All agreements expire on June 30, 2016. This agenda authorizes the approval for staff to negotiate new continuing service agreements with 19 firms that were selected for recommendation through a competitive solicitation.

Since 1990, Leon County has maintained continuing services contracts with consulting engineering firms to augment staff and to provide engineering services to County departments that do not have engineering expertise or specialties. These continuing contracts are provided for in Florida Statute 287.055, with an estimated construction cost for each individual project not exceeding \$2 million or with a fee for each individual study not exceeding \$200,000.

Each consultant was required to submit an individual proposal for each work category that the firm is interested in performing for the County.

Analysis:

A total of 90 firms requested the RFP package, and the County received proposals from 38 firms. The Bid Tabulation Sheets are included as Attachment #2. The 38 firms that submitted proposals were:

Alday-Howell Engineering	AMEC, Foster, Wheele	Ardaman & Associates
Atkins North America	Barkley Consulting Engineer	Baskerville-Donavan
Cardno	CDM Smith	David H. Melvin
Diversified Design & Drafting	DRMP	EGS
ECT	George & Associates	Geosyntec Consultants
Genesis	Greenman-Pedersen	Gresham, Smith and Partners
Hill International	Infrastructure Engineers	Inovia Consulting Group
Jim Stidham & Associates	Jones Edmunds & Associates	Kimley-Horne and Associates
Meridian Surveying	Michael Baker International	Moore Bass Consulting
Nobles Consulting Group	Nova	O'Neal Surveying & Mapping
Preble-Rish	Registe, Sliger Engineering	SDR Engineering Consultants
Southern Earth Sciences	Spectra Engineering	Stantec Consulting Services
Urban Catalysts Consultants	Wantman Group	

Consistent with the Board Policy No. 96-1, "Purchasing and Minority, Women and Small Business Enterprise Policy," MWBE aspirational targets were not set forth in this RFP for engineering services. Although the policy does include aspirational targets for Architecture & Engineering (A&E) subcontracting services for individual construction projects, the continuing services solicitation by definition seeks prime contractors for civil engineering services without regard to race or gender. However, each respondent was strongly encouraged to secure MBE and WBE participation through the purchase of goods or services when opportunities are available.

The County divided the evaluation process into three distinct evaluation committees. The firms were shortlisted based on their responses and interviewed through the committee process as follows (Attachment #3):

Committee #1

Utility Engineering – Jim Stidham, Stantec, Genesis, Cardno, and Inovia

Committee #2

Roadway Design – Registe Sliger, DRMP, Michael Baker, Kimley-Horn, Inovia, Preble-Rish, Greenman-Pederson, Cardno, Atkins, George & Associates, Baskerville-Donovan, Moore Bass, and CDM Smith.

Committee #3

Construction Engineering and Inspection – Atkins, Greenman-Pederson, Hill International, and Preble-Rish

Parks and Recreational Facility Engineering – DRMP, Registe Sliger, Atkins, and Gresham-Smith

The three committees conducted 26 interviews with the 19 firms. Following the interviews to evaluate the technical capabilities and specifications of each firm, each committee member ranked the firms within their specific category (Attachment #4). The weighted average rating score by the committee was added to the weighted Local Preference rating score to render the final score for each firm (Attachment #5). Upon rendering the final score for each firm that was interviewed, it was determined that the following firms would be recommended for Board approval and authorization to negotiate agreements.

Work Category	Firm
Construction Engineering and Inspection Services	Greenman-Pederson, Preble-Rish, and Atkins
Environmental Support Services	Atkins, Cardno, and ECT
Geotechnical Engineering Services	EGS and Ardaman
Parks and Recreational Facility Engineering	DRMP, Registe Sliger, and Atkins
Roadway Design	Registe Sliger, Inovia, DRMP, and Greenman-Pederson
Stormwater Engineering	DRMP, Moore Bass, and Stantec
Structural Engineering	Registe Sliger, Atkins, and Cardno
Subdivision and Site Development	Preble-Rish, Moore Bass, and Inovia
Surveying	Nobles, Diversified Design, and O'Neal
Traffic and Intersection Engineering	DRMP, Michael Baker, and CDM Smith
Utility Engineering	Genesis, Jim Stidham, and Stantec

Upon authorization by the Board, staff will commence negotiations with the 19 civil engineering firms for the County Administrator to approve and execute the agreements. The continuing services agreements will call for a three-year term with an optional two-year extension.

Options:

1. Authorize staff to negotiate agreements for continuing civil engineering services for the categories of work identified with Greenman-Pederson, Preble-Rish, Atkins, Cardno, ECT, EGS, Ardaman, DRMP, Registe Sliger, Inovia, Moore Bass, Stantec, Nobles, Diversified Design, O'Neal, Michael Baker, CDM Smith, Genesis, and Jim Stidham, and authorize the County Administrator to execute (Attachment #1).
2. Do not authorize staff to negotiate agreements with 19 firms for continuing civil engineering services for the categories of work identified.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement
2. Bid Tabulation
3. Shortlist for Interviews
4. Recommended Firms based on the Technical Proposal Scores
5. Interview Ranking Summary

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 XXXXXXXXXX, 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 professional Traffic and Intersection Engineering Services in accordance with the scope of work contained in Leon County Request for Proposal for Civil Engineering Services, Continuing Supply Re-Bid, Proposal Number BC-03-02-16-17 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

Traffic and Intersection Engineering

Work in this category shall consist of engineering services related to roadway intersections and traffic operations associated therewith. Services may include, but are not limited to, the design of complete intersections or any modifications or additions of amenities such as signalization, additional lanes, drainage and stormwater treatment, pedestrian access and utilization, etc. Services may also include traffic modeling, signal warrant study, multi-way stop warranty study, traffic safety study, concurrency impact assessments or other theoretical evaluation of traffic.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall insure that full compliance therewith is maintained at all times.

All Computer Aided Design and Drafting (CADD) work must be conducted and completed with AutoCAD Civil 3D software to ensure usability and compatibility with Leon County's system.

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:

The Agreement shall be for a period of three (3) years, commencing on August 1, 2016, and shall continue until July 31, 2019. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

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 Leon County Request for Proposals BC-03-02-16-17, Section III. A., which is attached hereto and incorporated herein as Exhibit A.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 – 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution

Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit 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, 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.**
4. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
5. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. 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, it 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 are made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.
- C. 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.

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. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

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.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other

persons employed or utilized by the Contractor in the performance of this Agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

24. 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

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

<Insert Vendor Name>

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Date: _____

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 1 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Diversified Design	Greenman-Pederson	Inovia	Barkley Consulting
Bid Response - Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓		
Addendum 1 thru 3	✓	✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations			✓	
Category W/3 copies	H	A, B, C, D, F, G, I	A, B, I, K	* D

Tabulated By:

Don Lamb

Jim Kirkland

LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 2 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Geosyntec Consultants	ECT	CDM Smith	DRMP
Bid Response - Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations				
Category W/3 copies	A, F	F, A	B, C	A, B, C, J
				Early 2 copies of public info per Ron L

Tabulated By:




LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	David H. Melvin, Inc.	Nobles Consulting	APMEC, Foster, Wheeler	Arclaman & Associates
Bid Response - Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment	NO	✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations		✓		
Category W/3 copies	D	D, H	A, F, J	E, G

Tabulated By:

Don Lund

James A. [Signature]

LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 4 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Registe	Gresham-Smith	George & Assoc	Stantec
Bid Response – Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations	✓			
Category W/3 copies	B, D, G, J	B, J	B, I	A, B, C, J, K

Tabulated By: Darlow

Tom Kirkland

LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 5 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Nova	EGS	A+Kins	Southern Earth
Bid Response – Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment		✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations	✓	✓		✓
Category W/3 copies	F, E, G	E, G, F	A, B, C, D, F, G, I, J, K	E

Tabulated By:

Don Lander

Jim Kunkel

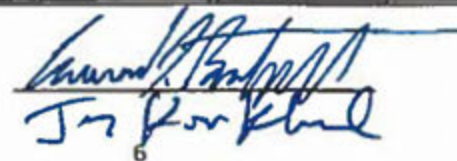
LEON COUNTY PURCHASING DIVISION
PROPOSAL TABULATION SHEET
BC-01-14-16-12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Spectra Engineering	Kimley-Horn	Preble-Rish	Jim Stidham & Assoc, Inc.
Bid Response - Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓ (Partial)
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations	✓			
Category W/3 copies	B, C, I	A, B, C	A, B, D, G, I, J, K	F, K

Tabulated By: 



LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 7 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Meridian Surveying & Mapping, Inc.	O'Neal Surveying & Mapping	SDR Engineering	Boskenille - Panuan, Inc.
Bid Response - Original, Signed	✓	✓	✓	✓
Electronic Copy	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓
EEO/AA statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Non Collision Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
Licenses/Registrations				
Category W/3 copies	H	H	D	A, B, I, J

Tabulated By: 



LEON COUNTY PURCHASING DIVISION
 PROPOSAL TABULATION SHEET
 BC-01-14-16-12

Attachment #2
 Page 8 of 12

Bid Title: Civil Engineering Services, Continuing Supply

Opening Date: Tuesday, January 14, 2016 at 2:00 PM

Item/Vendor	Genesis	Lardno		
Bid Response – Original, Signed	✓	✓		
Electronic Copy	✓	✓		
Addendum Acknowledgment	✓	Partial		
EEO/AA statement	✓	✓		
Insurance Certification	✓	✓		
Cert. of Debarment	✓	✓		
Immigration Laws Affidavit	✓	✓		
Local Vendor Certification	✓	✓		
Non Collision Affidavit	✓	✓		
Drug Free Workplace	✓	✓		
Licenses/Registrations	✓			
Category W/3 copies	A, B, C, I, J, K	C, F, D, K, B		

Tabulated By:





**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-02-16-17**

Bid Title: Civil Engineering Services, CS Re-Bid

Opening Date: Wednesday, March 2, 2016 at 2:00 PM

Item/Vendor	Hill INTERNATIONAL	URBAN CATALYST CONSULTING	CSedNO
Original W/Manual Signature	/	/	/
Electric Copy	/	/	/
EEO Statement	/	/	/
Insurance	/	/	/
Certificate Debarment	/	/	/
Affidavit of Immigration	/	/	/
Local Vendor	/	/	/
Non-Collusion	/	/	/
Drug Free	/	/	/
Licenses/Registrations	/	/	/
Category W/3 Copies	G	A, I, J.	b, c, d, F, K
addendum # 1	/	/	/

Tabulated By: 



**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-02-16-17**

Bid Title: Civil Engineering Services, CS Re-Bid

Opening Date: Wednesday, March 2, 2016 at 2:00 PM

Item/Vendor	GREENMAN-Pedersen	WGI	Michael Baker
Original W/Manual Signature	✓	✓	✓
Electric Copy	✓	✓	✓
EEO Statement	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
Local Vendor	✓	✓	✓
Non-Collusion	✓	✓	✓
Drug Free	✓	✓	✓
Licenses/Registrations	✓	✓	
Category W/3 Copies	a, b, c, d, f, g, i	a, b, d, h, j, k	a, b, c, d
add # 1	✓	✓	✓

Tabulated By: 




**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-02-16-17**

Bid Title: Civil Engineering Services, CS Re-Bid

Opening Date: Wednesday, March 2, 2016 at 2:00 PM

Item/Vendor	Baskerville Donavan	121 Infrastructure Engineer	Jones Edmunds
Original W/Manual Signature	✓	✓	✓
Electric Copy	✓	✓	✓
EEO Statement	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
Local Vendor	✓	✓	✓
Non-Collusion	✓	✓	✓
Drug Free	✓	✓	✓
Licenses/Registrations	✓	✓	✓
Category W/3 Copies	a, b, i, j	b, d	a, b
Subcontractor #1	✓	✓	✓

Tabulated By: 



**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-02-16-17**

Bid Title: Civil Engineering Services, CS Re-Bid

Opening Date: Wednesday, March 2, 2016 at 2:00 PM

Item/Vendor	Gee sham Smith	AL DAY - Howell Eng	MOORE Bass
Original W/Manual Signature	✓	✓	✓
Electric Copy	✓	✓	✓
EEO Statement	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
Local Vendor	✓	✓	✓
Non-Collusion	✓	✓	✓
Drug Free	✓	✓	✓
Licenses/Registrations	✓	✓	✓
Category W/3 Copies	b, J	a, b, g, i, J	a, b, H, i
addendum #1	✓		✓

Tabulated By: 



Construction Engineering and Inspection Services Proposal Scoring Sheet

Evaluation Committee Scoring Summary:

Firm	Scores by Leigh Davis	Scores by Betsy Thorpe	Scores by Christopher Muehlemann	TOTAL POINTS
Atkins	84.5	86.5	69.0	240.0
Greeman-Pederson	77.5	86.5	65.0	229.0
Hill International	71.0	81.0	65.0	217.0
Preble-Rish	85.5	69.5	60.5	215.5
Registe	85.0	44.0	59.0	188.0
Nova	57.5	55.5	53.5	166.5
Ardaman & Associates	85.5	31.5	41.0	158.0
Alday-Howell Engineering	42.0	43.0	53.0	138.0

Parks and Recreational Facility Engineering Services Proposal Scoring Sheet

Evaluation Committee Scoring Summary:

Firm	Scores by Leigh Davis	Scores by Betsy Thorpe	Scores by Christopher Muehlemann	TOTAL POINTS
DRMP	79.5	85.5	63.0	228.0
Registe	79.0	80.0	66.0	225.0
Atkins	68.5	76.5	61.0	206.0
Gresham-Smith	76.5	74.5	54.0	205.0
Baskerville-Donovan	69.5	63.5	65.0	198.0
Genesis	73.5	57.5	64.5	195.5
AMEC, Foster, Wheeler	48.5	81.5	64.5	194.5
Stantec	74.5	67.5	50.0	192.0
Preble-Rish	64.5	58.5	60.5	183.5
WGI	57.5	62.5	61.0	181.0
Spectra	58.0	56.0	60.5	174.5
Urban Catalyst Consulting	69.0	43.0	60.5	172.5
Alday-Howell Engineering	47.0	34.0	56.5	137.5

Roadway Design Services Proposal Scoring Sheet

Evaluation Committee Scoring Summary:

Firm	Scores by Charles Wu	Scores by Kimberly Wood	TOTAL Points
Registe	89.0	71.0	160.0
DRMP	84.5	73.5	158.0
Michael Baker	80.5	71.5	152.0
Kimley-Horn	80.5	69.5	150.0
Inovia	79.0	70.0	149.0
Preble-Rish	75.5	72.5	148.0
Greenman-Pederson	80.5	66.5	147.0
Cardno	71.5	73.5	145.0
Atkins	74.5	68.5	143.0
George & Associates	78.0	62.0	140.0
Baskerville-Donovan	73.5	65.5	139.0
Moore Bass	79.0	59.5	138.5
CDM Smith	62.5	72.5	135.0
Gresham-Smith	74.5	54.5	129.0
Genesis	68.5	60.5	129.0
Stantec	70.5	57.5	128.0
Infrastructure Engineer	68.0	57.0	125.0
Jones Edmunds	69.0	55.0	124.0
Alday-Howell Engineering	64.0	58.0	122.0
Spectra Engineering	64.0	53.0	117.0
WGI	61.5	49.5	111.0

Utility Engineering Services

Firm	Heiker	Ezzagaghi	Total
Jim Stidham	74	74	148
Stantec	56.5	75.5	132
Genesis	51.5	80.5	132
Cardno	62.5	67.5	130
Inovia	54	74	128
Preble-Rish	54.5	69.5	124
WGI	56.5	67.5	124
Atkins	60.5	62.5	123

Environmental Support Services

Firm	Heiker	Ezzagaghi	Total
Atkins	69.5	69.5	139
Cardno	67.5	69.5	137
ECT	61.5	69.5	131
Jim Stidham & Associates	62	66	128
Greenman-Pederson	54.5	70.5	125
AMEC, Foster, Wheeler	56.5	60.5	117
Nova	47.5	69.5	117
EGS	50	60	110
Geosyntec	38	67	105

Geotechnical Engineering Services

Firm	Heiker	Ezzagaghi	Total
EGS	82	82	164
Ardaman & Associates	80.5	80.5	161
Southern Earth	53.5	70.5	124
Nova	52.5	70.5	123

Stormwater Engineering

Firm	Heiker	Ezzagaghi	Total
DRMP	64.5	68.5	133
Moore Bass	57	76	133
Stantec	53.5	76.5	130
Geosyntec Consultants	76	50	126
Baskerville-Donovan	55.5	69.5	125
Atkins	59.5	64.5	124
Michael Baker	53.5	70.5	124
Alday-Howell Engineering	44	78	122
Kimley-Horn	52.5	69.5	122
Greeman-Pederson	56.5	64.5	121
ECT	53.5	66.5	120
Genesis	47.5	71.5	119
Preble-Rish	47.5	70.5	118
Jones Edmunds	53	64	117
AMEC, Foster, Wheeler	54.5	61.5	116
Inovia	50	66	116
WGI	56.5	56.5	113
Urban Catalyst Consulting	44	68	112

Structural Engineering Services Proposal Scoring Sheet

Evaluation Committee Scoring Summary:

Firm	Scores by Leigh Davis	Scores by Betsy Thorpe	Scores by Christopher Muehleemann	TOTAL POINTS
Registe	89.0	90.0	74.0	253.0
Atkins	83.5	84.5	58.0	226.0
Cardno	79.5	83.5	61.0	224.0
Infrastructure Engineer	72.0	71.0	59.0	202.0
Preble-Rish	74.5	63.5	63.5	201.5
SDR	60.0	87.0	54.0	201.0
Greenman-Pederson	69.5	71.5	58.0	199.0
WGI	67.5	65.5	60.0	193.0
Michael Baker	62.5	66.5	61.5	190.5
David Melvin	65.5	73.5	47.5	186.5
Nobles	44.0	73.0	57.5	174.5
Barkley	40.0	71.0	48.0	159.0

**Subdivision and Site Development Engineering Services
Proposal Scoring Sheet**

Evaluation Committee Scoring Summary:

Firm	Scores by Charles Wu	Scores by Kimberly Wood	TOTAL Points
Preble-Rish	80.5	73.5	154.0
Moore Bass	84.0	70.0	154.0
Inovia	78.0	70.0	148.0
George & Associates	79.0	64.0	143.0
Atkins	71.5	69.5	141.0
Greenman Pederson	72.5	66.5	139.0
Genesis	75.5	60.5	136.0
Alday-Howell Engineering	73.0	61.0	134.0
Baskerville-Donovan	65.5	66.5	132.0
Urban Catalyst Consulting	72.0	51.0	123.0

Surveying Services Proposal Scoring Sheet

Evaluation Committee Scoring Summary:

Firm	Scores by Charles Wu	Scores by Kimberly Wood	TOTAL Points
Nobles	88.0	82.0	170.0
Diversified Design	81.0	74.0	155.0
O'Neal	80.0	73.0	153.0
WGI	61.5	78.5	140.0
Meridian	78.0	60.0	138.0
Moore Bass	69.0	66.0	135.0

Traffic and Intersection Engineering Services Proposal Scoring

Evaluation Committee Scoring Summary:

Firm	Scores by Charles Wu	Scores by Kimberly Wood	TOTAL Points
DRMP	83.5	73.5	157.0
Michael Baker	84.5	71.5	156.0
CDM Smith	78.5	72.5	151.0
Greenman Pederson	84.5	58.5	143.0
Atkins	69.5	72.5	142.0
Kimley-Horn	76.5	65.5	142.0
Cardno	69.5	68.5	138.0
Genesis	79.5	56.5	136.0
Stantec	61.5	61.5	123.0
Spectra	60.0	41.0	101.0

Construction Engineering and Inspection Services Interview Ranking Summary

Consultant/Reviewer	A	B	C	Sub-total Rating	Local Preference	LP Rating	Total Score
Greeman-Pederson	1	1	1	1.00	2.5	2	1.06
Preble-Rish	2	2	4	2.67	2.5	2	2.63
Atkins	3	4	2	3.00	2.5	2	2.94
Hill International	4	3	3	3.33	0	3	3.31

Reviewer A: Leigh Davis

Reviewer B: Betsy Thorpe

Reviewer C: Christopher Muehlemann

Parks and Recreational Facility Engineering Services Interview Ranking Summary

Consultant/Reviewer	A	B	C	Sub-total Rating	Local Preference	LP Rating	Total Score
DRMP	1	1	1	1.0	2.5	2	1.06
Registe	2	2	2	2.0	5.0	1	1.94
Atkins	3	3	3	3.0	2.5	2	2.94
Gresham-Smith	4	4	4	4.0	2.5	2	3.89

Reviewer A: Leigh Davis

Reviewer B: Betsy Thorpe

Reviewer C: Christopher Muehlemann

Roadway Design Services Interview Ranking Summary Sheet

Consultant/Reviewer	A	B	Sub-total Rating	Local Preference	LP Rating	Total Score
Registe	2	1	1.5	5.0	1	1.47
Inovia	2	4	3.0	5.0	1	2.89
DRMP	4	2	3.0	2.5	2	2.94
Greenman-Pederson	4	3	3.5	2.5	2	3.42
Preble-Rish	1	8	4.5	2.5	2	4.36
Atkins	4	5	4.5	2.5	2	4.36
Moore Bass	4	12	8.0	5.0	1	7.61
Michael Baker	9	7	8.0	2.5	2	7.67
George & Associates	11	6	8.5	5.0	1	8.08
Kimley-Horn	8	9	8.5	2.5	2	8.14
CDM Smith	11	10	10.5	2.5	2	10.03
Cardno	10	13	11.5	2.5	2	10.97
Baskerville-Donovan	13	11	12.0	2.5	2	11.44

Reviewer A: Charles Wu

Reviewer B: Kim Wood

Utility Engineering Services Interview Ranking Summary

Consultant/Reviewer	A	B	Sub-total Rating	Local Preference	LP Rating	Total Score
Genesis	2	1	1.5	2.5	2	1.53
Jim Stidham	1	3	2.0	5.0	1	1.94
Stantec	3	2	2.5	2.5	2	2.47
Inovia	4	4	4.0	5.0	1	3.83
Cardno	5	5	5.0	2.5	2	4.83

Reviewer A: Theresa Heiker
Reviewer B: Nawfal Ezzagaghi

**Leon County
Board of County Commissioners**


Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Three Florida Department of Health Matching Grants in the Amount of \$85,556

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Division of Emergency Medical Services
Lead Staff/ Project Team:	Mac Kemp, Deputy Chief, Division of EMS Timothy Carlson, Financial Compliance Manager, Division of EMS

Fiscal Impact:

This item has a fiscal impact and is associated with grant funding. The grant requires a 25% match from Leon County which totals \$28,519. The match funding is available in the EMS operating budget.

Staff Recommendation:

- Option # 1: Accept the three Florida Department of Health grants in the amount of \$85,556 (Attachment #1) and authorize the County Administrator to execute all documents related thereto.
- Option # 2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

Each year the Department of Health makes matching grant funding available to EMS organizations throughout Florida to improve and enhance pre-hospital emergency medical services. The total grant allocation is \$85,556. The grant program provides 75% of the funding towards the project(s) and the County is responsible for a 25% match. The total county match for all three grants is \$28,519. The match funding is available in the EMS operating budget.

These grant projects are essential to the following FY2012 – FY2016 Strategic Initiative and ongoing support approved by the Board at the January 26, 2016 meeting:

- *Continue to pursue funding for community paramedic telemedicine (2012 rev. 2014)*
- *Provide Emergency Medical Services (2012)*
- *Support programs which advocate for AED's in public spaces (2012)*
- *Provide community risk reduction programs - such as AED/CPR training (2012)*

This particular Strategic Initiative aligns with the Board's Strategic Priority – Quality of Life:

- *(Q2) Provide essential public safety infrastructure and services which ensures the safety of the entire community*
- *(Q3) Maintain and further develop programs and partnerships necessary to support a healthy community, including: access to health care and community-based human services*

Analysis:

On June 13, 2016, Leon County was notified by the Florida Department of Health that the following three grant funded projects had been approved:

1. *Cardio Pulmonary Resuscitation (CPR) Rally/Training:* The total grant budget is \$43,700 which considers \$32,775 in State funding and a \$10,925 county match is to provide CPR training to citizens in Leon County through community rallies and other continuing training efforts.
2. *Automated External Defibrillators:* The total grant budget is \$39,375 (\$29,531 State funds and \$9,844 county match). These funds will be used to purchase Automated External Defibrillators (AED's) that will be placed in community structures with meeting rooms or large gathering spaces. The devices will allow for the early administering of shock treatment that has been proven to increase the survival rate of cardiac arrest victims.

3. *Telemedicine Connection to TMH* – Total approved grant budget is \$31,000 (\$23,250 State funds \$7,750 county match). This grant is for improving patient health care by establishing a direct telemedicine connection between Tallahassee Memorial Hospital and Leon County. This grant was sought to be used in conjunction with an active Community Paramedic Program. Staff is continuing its negotiations with TMH and other stakeholders to design the Community Paramedic Program and will seek an extension from the State if funds associated with this grant are not utilized within the grant period.

Options:

1. Accept the three Florida Department of Health grants in the amount of \$85,556 (Attachment #1) and authorize the County Administrator to execute all documents related thereto.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not accept the three Florida Department of Health grants in the amount of \$85,556.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Grant Award Notifications
2. Resolution and associated Budget Amendment Request

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



RECEIVED JUN 08 2016 Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

May 27, 2016

Received

JUN 13 2016

Vincent Long
Leon County EMS
301 South Monroe Street
Tallahassee, Florida 32301

Leon County OMB

Dear Mr. Long:

The Department of Health is pleased to award an Emergency Medical Services (EMS) Matching Grant, ID Code M4253, in the amount of \$32,775.00, to Leon County EMS. This grant program is funded through the Florida Department of Health, EMS Trust Fund. There are no federal funds involved. The purpose of this grant is to improve and expand EMS by assisting your organization in increasing the use of CPR by the public by providing training to the public about CPR and how to perform it.

The grant begins the date of this letter and ends June 30, 2017. Your required local cash match is \$10,925.00, for a total budget of \$43,700.00. It is a requirement that you report grant activities and purchases to the state pursuant Section 401.113(2)(b), Florida Statutes, and in compliance with the Florida Catalog of State Financial Assistance, number 64.003. The reports are due the third week of November 2016, March 2017, and July 2017.

Your signed grant application affirms you have read, understand and will comply with the conditions and requirements in the 'Florida EMS Matching Grant Program Application Packet, December 2008'. You may obtain a copy of the grant application packet from your identified contact person.

Thank you for your participation in the state EMS grant program. If you need assistance, please contact the Bureau of Emergency Medical Oversight, Emergency Medical Services Section, Health Services and Facilities Consultant, Mr. Alan Van Lewen, at (850) 245-4440, extension 2734.

Sincerely,

Wayne A. North, Director
Division of Emergency Preparedness and Community Support

WAN/avl

cc: Mac Kemp, Deputy Chief of Clinical Affairs

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



RECEIVED JUN 08 2016 Rick Scott Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

May 27, 2016

Received

JUN 13 2016

Vincent Long
Leon County EMS
301 South Monroe Street
Tallahassee, Florida 32301

Leon County OMB

Dear Mr. Long:

The Department of Health is pleased to award an Emergency Medical Services (EMS) Matching Grant, ID Code M4254, in the amount of \$29,531.25, to Leon County EMS. This grant program is funded through the Florida Department of Health, EMS Trust Fund. There are no federal funds involved. The purpose of this grant is to improve and expand EMS by assisting your organization in the purchase of forty-five AED's with cabinet and CPR kit for placement in the community.

The grant begins the date of this letter and ends June 30, 2017. Your required local cash match is \$9,843.75, for a total budget of \$39,375.00. It is a requirement that you report grant activities and purchases to the state pursuant Section 401.113(2)(b), Florida Statutes, and in compliance with the Florida Catalog of State Financial Assistance, number 64.003. The reports are due the third week of November 2016, March 2017, and July 2017.

Your signed grant application affirms you have read, understand and will comply with the conditions and requirements in the 'Florida EMS Matching Grant Program Application Packet, December 2008'. You may obtain a copy of the grant application packet from your identified contact person.

Thank you for your participation in the state EMS grant program. If you need assistance, please contact the Bureau of Emergency Medical Oversight, Emergency Medical Services Section, Health Services and Facilities Consultant, Mr. Alan Van Lewen, at (850) 245-4440, extension 2734.

Sincerely,

Wayne A. North, Director
Division of Emergency Preparedness and Community Support

WAN/avl

cc: Mac Kemp, Deputy Chief of Clinical Affairs

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



RECEIVED JUN 08 2016 Rick Scott Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

May 27, 2016

Received

Vincent Long
Leon County EMS
301 South Monroe Street
Tallahassee, Florida 32301

JUN 13 2016

Leon County OMB

Dear Mr. Long:

The Department of Health is pleased to award an Emergency Medical Services (EMS) Matching Grant, ID Code M4255, in the amount of \$23,250.00, to Leon County EMS. This grant program is funded through the Florida Department of Health, EMS Trust Fund. There are no federal funds involved. The purpose of this grant is to improve and expand EMS by assisting your organization in the purchase a direct telemedicine connection between Tallahassee Memorial Hospital and the county.

The grant begins the date of this letter and ends June 30, 2017. Your required local cash match is \$7,750.00, for a total budget of \$31,000.00. It is a requirement that you report grant activities and purchases to the state pursuant Section 401.113(2)(b), Florida Statutes, and in compliance with the Florida Catalog of State Financial Assistance, number 64.003. The reports are due the third week of November 2016, March 2017, and July 2017.

Your signed grant application affirms you have read, understand and will comply with the conditions and requirements in the 'Florida EMS Matching Grant Program Application Packet, December 2008'. You may obtain a copy of the grant application packet from your identified contact person.

Thank you for your participation in the state EMS grant program. If you need assistance, please contact the Bureau of Emergency Medical Oversight, Emergency Medical Services Section, Health Services and Facilities Consultant, Mr. Alan Van Lewen, at (850) 245-4440, extension 2734.

Sincerely,

Wayne A. North, Director
Division of Emergency Preparedness and Community Support

WAN/avl

cc: Mac Kemp, Deputy Chief of Clinical Affairs

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 12th day of July, 2016.

LEON COUNTY, FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2015/2016 BUDGET AMENDMENT REQUEST

No: BAB16016
Date: 6/17/2016

Agenda Item No:
Agenda Item Date: 7/12/16

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
					Subtotal:	-	

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
135	185	53400	526	Other Contractual Services	4,175,542	(28,519)	4,147,023
135	950	591127	581	Transfer to Grant Fund	-	28,519	28,519
					Subtotal:	0	

Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
127	961052	381135	000	Transfer from EMS Fund	-	10,925	10,925
127	961052	334202	000	EMS Matching Grant		32,775	32,775
					Subtotal:	43,700	
127	961053	381135	000	Transfer from EMS Fund		9,844	9,844
127	961053	334202	000	EMS Matching Grant		29,531	29,531
					Subtotal:	39,375	
127	961054	381135	000	Transfer from EMS Fund		7,750	7,750
127	961054	334202	000	EMS Matching Grant		23,250	23,250
					Subtotal:	31,000	
					Subtotal:	114,075	

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
127	961052	54800	526	Promotional Activities	-	43,700	43,700
127	961053	56400	526	Machinery & Equipment	-	39,375	39,375
127	961054	56400	526	Machinery & Equipment	-	31,000	31,000
					Subtotal:	114,075	

Purpose of Request:

This budget amendment appropriates three EMS Matching Grants from the Florida Department of Health. The first grant is for CPR training to the public in the amount of \$32,755 with a County match of \$10,925 for a total of \$43,700. The second grant is for the purchase of 45 Automated External Defibrillators (AEDs) in the amount of \$29,531 with a county match of \$9,844 for a total of \$39,375. The third grant is for the purchase of a direct telemedicine connection between Tallahassee Memorial Hospital and the County in the amount of \$23,250 with a County match of \$7,750 for a total of \$31,000.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the First Amendment and Restated Agreement for Veterans Treatment Court in the Office of Court Administration

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director of the Office of Financial Stewardship
Lead Staff/ Project Team:	Teresa Broxton, Director of the Office of Intervention and Detention Alternatives Timothy Barden, Principal Management and Budget Analyst

Fiscal Impact:

This agenda item has a fiscal impact. The proposed amendment authorizes up to an additional \$10,000 in funding to support the Veterans Treatment Court.

Staff Recommendation:

Option #1: Accept the First Amendment and Restated Agreement for Veterans Treatment Court in the Office of Court Administration (Attachment #1).

Report and Discussion

Background:

This agenda item seeks Board approval to amend the existing agreement with the State of Florida to allow for the State to reimburse the County for operating expenditures for Veterans Treatment Court. The amendment increases the current allocation from \$115,000 to \$125,000 which is the maximum amount authorized by the Florida Legislature.

During its regular meeting on July 7, 2015, the Board approved entering an agreement with the State of Florida to seek funds via a grant-in-aid to hire staff needed to operate a Veterans Treatment Court. This agreement was approved by all parties on October 14, 2015. Subsequently, Leon County hired a Veterans Pretrial Intervention Officer working under the Office of Intervention and Detention Alternatives (IDA), while the Office of Court Administration hired a Veterans Court Coordinator. These two positions work cooperatively to provide case management and other court services to veterans in the criminal justice system. Veterans Treatment Court has proven to be a success with 40 defendants currently participating with the support of the Department of Veterans Affairs and local veterans group mentors.

Analysis:

The current agreement only allows for the reimbursement of personnel costs associated with the program and does not allow Leon County to be reimbursed for operational costs. The First Amendment and Restated Agreement for Veterans Treatment Court adds language to the existing agreement that allows Leon County to receive operational costs for the program and increases the program total to \$125,000 which is the maximum amount allocated by the State annually (Attachment #1).

Options:

1. Accept the First Amendment and Restated Agreement for Veterans Treatment Court in the Office of Court Administration (Attachment #1).
2. Do not accept the First Amendment and Restated Agreement for Veterans Treatment Court in the Office of Court Administration.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Agreement for Veterans Treatment Court in the Office of Court Administration.

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

VIA ELECTRONIC DELIVERY

TO: Grant Slayden, Trial Court Administrator
Elizabeth Garber, Budget Services Manager

FROM: Patrick T. Kinni, Deputy County Attorney

DATE: June 29, 2016

SUBJECT: First Amended and Restated Agreement

Attached please find draft First Amended and Restated Agreement by and between the Court and Leon County for Veterans Court Program with our changes in redline format. Please review same.

Should you have any questions, please do not hesitate to contact our office at your earliest convenience.

PTK/et

Attachment

cc: Alan Rosenzweig, Deputy County Administrator
Scott Ross, Director, Office of Financial Stewardship

Contract No. _____

FIRST AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDED AND RESTATED AGREEMENT (Agreement) is entered into by and between the Second Judicial Circuit Office of Court Administration (Court) and Leon County, Florida (County), to provide staff for a Veterans Court Program (Program).

RECITALS

WHEREAS, the parties in accordance with Section XV of the Agreement dated October 14, 2015, wish to add definitions and clarification as to the intent and agreement of the parties at the time the original contract was executed.

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the sufficiency of same being acknowledged hereby, the parties do agree as follows:

I. THE PROGRAM

A. 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.

B. This Agreement is a “STATE GRANT AGREEMENT” authorized by specific recurring Legislative Line-Item Appropriation of the “General Appropriations Act”, a section of the annual volume of the Laws of Florida. The specific information regarding the annual appropriation is found in Attachment B to this Agreement, which will be updated annually upon the signing of the General Appropriations Act into Law by the Governor, without the need for a formal amendment.

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.

- 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.~~ The County will invoice the Court on a monthly basis for the salaries and operating expenses incurred by the VCC and VPIO in providing all program activities and services, as directed by the order of the Court. The positions must be dedicated to the program full time and will not be assigned other duties without the pre-approval of the Court and a reduction of the amount invoiced. The reimbursement rate for the salaries and benefits for the VCC and for the VPIO will be established annually, based on the amount of the annual appropriation by the Legislature. The rates will be included in Attachment C to this Agreement, which will be updated annually, without the need for a formal amendment. In the event of a vacancy in either of the above positions, the services of temporary staffing, including Other Personnel Services (OPS) staff or contracted staff, may be engaged and reimbursed from the funds allocated for the vacant position.

Benefits are defined as any benefits available to all County employees under the Leon County Personnel Rules and Regulations.

- 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.~~
1. Operational Expenses, include, but are not limited to: office supplies, equipment and furnishings; computer equipment and supplies; telephone charges; temporary staffing; medical assessments; and laboratory testing, incurred subsequent and prior to this Agreement as specified in Section II, B herein are reimbursable. Other items are reimbursable with the prior approval of the Contract Manager. Any item that is \$1,000 or greater must have pre-approval of the Contract Manager before incurring the expense.
 2. Travel expenses will be reimbursed in accordance with the provisions of §112.061, F.S. Travel outside of the Leon County must be approved in advance by the Contract Manager.

~~D.C. 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 Grantee agrees to refund to OSCA any funds paid in excess of the amount to which the Grantee 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.~~

A. The total amount reimbursed by the Court in the State Fiscal Year under the Legislative Grant will not exceed the amount appropriated by the Legislature, subject to any specific use restrictions specified in the appropriation. This amount is inclusive of all amounts specified in Sections II, B and C of this Agreement incurred to provide the services required by the Court.

- B. The County will submit invoices and supporting documentation to the Court on a monthly basis in sufficient detail for a proper pre-audit or post-audit. The invoices must include copies of original invoices to support expenses, state travel vouchers, and a description of the activities services provided and an accounting of the hours spent for each, rounded to the nearest quarter-hour. A report quantifying the services provided that includes: the number of cases receiving services during the month by position and in total; the total number of new cases; the number of active clients in the program (regardless of whether they received services during the month); the number of information inquiries, referral services and outreach activities provided must be included with each invoice.
- C. Each invoice must contain a signed statement certifying that “All expenses being submitted for reimbursement as part of this invoice were incurred providing the services required by the Court under this Agreement, no service or deliverable being invoiced herein will be included in any other invoice for reimbursement, and no expense submitted on this invoice has been or will be reimbursed by the State under any other agreement or contract.”
- D. The Court will provide payment of the monthly invoices submitted by the County in accordance with §215.422, F.S., the provisions of which are incorporated herein by reference. The County may be required to provide additional backup documentation in the event of an audit by the Court or any other entity having statutory authority to audit this Agreement.
- E. Final invoices for each fiscal year must be submitted by July 30 of each year to be eligible for payment under this Agreement. The County will forfeit all rights to reimbursement for all invoices not submitted by the due date.
- F. Pursuant to §215.971(1)(e-f), F.S., the County will return any overpayments or amounts paid for expenses deemed unearned or unallowable by a post-audit conducted by any party. Such amounts will be deducted by the Court from the next invoice submitted. In the event the discovery is made after the expiration of this Agreement, the County will return the funds to the Court by check or other remittance means agreed to by the parties.

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

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 the County to comply with any terms of this Agreement shall constitute a material breach of the Agreement by the County and, in addition to any other remedy authorized by law; the Court Administrator of the Second

Judicial Circuit shall have the right to terminate said Agreement immediately. In the event of termination, pursuant to this paragraph, the County shall immediately cease services in all cases assigned shall provide all files relating to such cases and supporting documentation.

- B. Aside from termination pursuant to the provisions of section A above, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

IX. GENERAL CONTRACT CONDITIONS

A. 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.

B. Definitions. The term "agreement" or "contract" as it may appear in this Agreement shall be construed to mean "Grant" or "Grant Agreement", as the context may provide. Similarly, the term "County" or "contractor" shall be construed to mean "Grantee" or "Recipient" and the term "Contract Manager" shall be construed to mean "Grant Manager".

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 Court 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: _____

Agreement between the Court and Leon County
Page 8 of 8

Attest:

Bob Inzer, Clerk of the Court
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: _____

**Leon County
Board of County Commissioners**


Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on Solar Permitting Enhancements

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director of Development Services

Fiscal Impact:

This item will have no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on solar permitting enhancements.

Report and Discussion

Background:

On January 26, 2016, the Board authorized staff to draft an Ordinance amending the Leon County Land Development Regulations (LDC) to revise the procedures for accessory dwelling units. The Board's direction also included consideration of amendments to clarify the procedures relating to ground-mounted solar arrays within the scope of the Ordinance.

During staff review of the procedures for accessory dwelling units and for ground-mounted solar arrays, it was determined that the two issues were significantly different and would require separate consideration by the Board (the public hearing regarding accessory dwelling was held on the Board's June 14th agenda). In addition, it was determined it would be more appropriate as well as very informative to provide the Board with a comprehensive overview and status update concerning the County's overall solar installation review and permitting process.

Over the last several years, the County has demonstrated a commitment to support sustainable and renewable energy sources including efforts to establish a PACE program and by investing in solar alternatives for capital projects such as the solar improvements at the Leon County Cooperative Extension Office and the Eastside Library. In addition, Development Support and Environmental Management (DSEM) has worked with the Office of Sustainability, solar energy advocates, and industry representatives to identify and implement, with Board approval, process improvements and revise application review fee assessment methodologies to enhance and expedite solar permitting requests.

Analysis:

In 2007, the Board adopted the Building Plans Review and Inspection Fee Schedule (Ordinance 07-01) based upon the recommendations from the Maximus Consulting Group and the Building Fee Advisory Committee. The Building Fee Advisory Committee was established by the Board to make final recommendations for establishing user fees to recover the full costs of providing the various services provided by the Building Plans Review and Inspection Division.

Solar Permitting Enhancements

Subsequent to the adoption of Ordinance 07-01, DSEM experienced an increase in requests for solar installation permits. On June 28, 2011, staff presented an agenda item to the Board which noted that the fee schedule, at that time, utilized a fee methodology for solar installations which resulted in higher costs than those associated with traditional remodeling and building addition projects (Attachment #1). The agenda item included a comparison of solar installation application review fees from similar like-sized counties in Florida. This comparison identified a significant disparity in review fees by Leon County versus other comparable jurisdictions.

The agenda item outlined a staff recommended new fee methodology for solar installation associated with existing structures. This recommendation was made with input from solar industry representatives, solar energy advocates and in consideration of the Board's policy to promote green technologies and sustainable resources. The revised fee assessment methodology resulted in an approximately 69% decrease in application review and inspection fees for proposed solar installations on existing buildings. The Board approved the revised solar

installation review fee methodology and directed staff to bring the issue back at a later date to discuss other possible improvements.

On October 11, 2011, staff provided the Board with an agenda item outlining the additional application review and inspection improvements that DSEM had established to provide greater support and to promote the use of solar power in Leon County (Attachment #2). The agenda also noted that the DSEM website had been updated to provide additional information regarding solar permitting. The following procedural enhancements to promote the use of solar power were also implemented:

- Use of a “master file” system to reduce application review and permitting times;
- Availability of internet (Project Dox) and telephone permitting;
- Guaranteed same day permit issuance for in-house applications; and
- Use of contractor affidavits when actual physical inspections cannot be performed due to roof accessibility issues.

In 2014, a Solar Permitting Guidelines Brochure was developed with the assistance of the solar industry and local citizen solar advocates, which specifically provided information and approximate Building Plans Review and Inspection review fees for the installation of solar equipment (Attachment #3). The brochure summarizes the Board’s efforts in 2011 to promote solar installations by approving a revised fee methodology for assessing application review and inspection fees for solar system permits.

In addition to the increase in permit requests for solar installations in conjunction with new construction and with installations to existing buildings, there has also recently been an increase in requests for permitting for stand-alone, ground-mounted solar systems. Ground-mounted solar arrays are stand-alone structures constructed on the same site as the principal structure, which can be residential or non-residential. Because they are not attached to proposed or existing buildings, these types of systems are classified and regulated under the County’s Land Development Code (LDC) as accessory structures. Ground-mounted solar arrays are attached to the ground in a configuration that can resemble a roof-type structure (Attachment #4). Solar panels are then attached to this structure, and ultimately, an electrical connection is installed from the solar array to the principal structure.

Solar systems that are attached to buildings only require a building application review to ensure proper attachment to the existing building and appropriate electrical connections. In addition to a building permit review, ground-mounted solar arrays also require review for zoning setbacks, location on the property in relationship to the existing principal structure, and potentially environmental review based on the proposed size of the array in relationship to the property size.

Ground-mounted solar arrays are generally located a minimum of six feet to several hundred feet from the principal structure. The typical footprint of a solar array structure can be as large as 400-500 square feet, depending on the individual needs of the property owner. For reference, a 400 square foot footprint would be equivalent to a two car garage. As previously noted, ground-mounted solar arrays are considered accessory structures because they are subordinate to the principal structure and are constructed on the same parcel of land.

Section 10-6.802 of the LDC provides the regulatory framework for the permitting of accessory structures (Attachment #5). This section is intended to ensure that accessory structures are not intrusive or harmful, either aesthetically or physically, to residents and surrounding areas. As a result, this section provides size limits and setback requirements for accessory structures. These size and setback provisions are dependent on the zoning district, with additional restrictions for parcels within the Urban Service Area (USA), as well as within established subdivisions. Fewer restrictions are placed on accessory structures outside the USA, especially those located in the Urban Fringe or Rural zoning districts, and those outside the Residential Preservation Overlay. Accessory structures also require a minimal amount of staff review to ensure compliance with the applicable provisions of the LDC, achieved through submittal of a building permit application to ensure compliance with the applicable land use and environmental provisions, as well as the Florida Building Code.

In addition, free-standing solar array installations have the potential to result in a point discharge of stormwater, which can necessitate review for stormwater impacts. Ground-mounted solar arrays typically have a minimal amount of impervious surface area associated with the structure. As a result, unless the foundation of the structure will create a disturbance of more than 300 square feet of impervious surface area, which is anticipated to be the majority of cases, an environmental review fee is not assessed. Therefore, typical permit review fees assessed by the County for proposed ground-mounted solar arrays are for LDC compliance review (\$120) and building plans review and inspection (\$182.76 solar thermal or \$169.70 photovoltaic). The application review fees assessed for ground mounted solar installations are based on the 2007 Board-approved Maximus Fee Study, which provided recommendations for fees based on a cost-recovery model (Attachment #6).

Apart from the actions taken by the Board and staff to streamline and clarify the application review process and associated fee assessment methodologies, specifically for solar installations in the County, DSEM has also recently completed numerous permit process enhancements including, but not limited to, full implementation of the Project Dox digital application submittal program and implementation of the Project Manager Model. These enhancements, in addition to the Board's approval of a revised fee assessment methodology for solar system installations, ensure the continued expedited review and minimal application review fees for these types of proposed projects. Therefore, staff does not recommend any amendments to the procedures relating to ground-mounted solar arrays at this time but will continue to seek feedback from DSEM customers and update the Solar Permitting Guidelines Brochure, as needed, to promote the installation of solar equipment.

Options:

1. Accept the status report on solar permitting enhancements.
2. Do not accept the status report on solar permitting enhancements.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Board Agenda Item dated June 28, 2011
2. Board Agenda Item dated October 11, 2011
3. Solar Permitting Guidelines Brochure
4. Example of a residential ground-mounted solar installation
5. Section 10-6.802, LDC
6. DSEM Fee Schedule

[Back](#)[Print](#)

Board of County Commissioners

Leon County, Florida

www.leoncountyfl.gov

Agenda Item Executive Summary

Tuesday, June 28, 2011

Title:

Approval of a Proposed Building Permit Review and Inspection Fee Assessment Methodology for Solar Installations Associated with Existing Buildings

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
David McDevitt, Growth and Environmental Management Director

Issue Briefing:

This is a request for Board approval of a proposed building permit review and inspection fee assessment methodology for solar-related installation to existing buildings. The recommended fee assessment is based on the County's current fee schedule, which was adopted by the Board via Ordinance 07-01 on January 23, 2007, and establishes permit fees for all construction within Leon County (Attachment #1). The current fee schedule does not contain a specific category for solar permitting or a specific methodology for assessing such fees. Subsequent to the adoption of the fee schedule, permit requests for residential and commercial solar installations have increased in Leon County.

As a result of changes in the Florida Building Code that clarify wind-loading requirements, staff recommends Board approval of a permit fee assessment methodology for solar installations. Instead of the valuation-based assessment established in the current fee schedule, staff is recommending a minimum fee-based methodology for assessing the required permit fee. This would result in a substantial reduction in total permit costs for the applicant, while utilizing the building permit and inspection fee schedule currently in effect in the County.

Fiscal Impact:

This item has a fiscal impact. Based on the typical assessment methodology and current fee schedule, the average solar permit fee for a residential solar system issued within the last year is \$533. The recommended permit and inspection fee assessment methodology for the same installation would be \$170. The proposed fee assessment approach is estimated to result in a reduction in building inspection revenues of approximately \$363 per permit, which could

potentially result in an annual revenue reduction of approximately \$4,719, based on current solar permitting levels.

Staff Recommendation:

Option #1: Approve the proposed building permit review and inspection fee assessment methodology for solar installations associated with existing buildings, based on the minimum building, electrical, and plumbing permit fee (if connection to potable water is required), as established in Ordinance 07-01.

Report and Discussion

Background:

At the Board Budget Workshop on June 13, 2006, staff was directed to initialize the process for increasing building inspection fees as outlined in Chapter 5, Section 108.11 of the Leon County Code of Laws. This process included the establishment by the Board of a Building Fee Advisory Committee. The Fee Advisory Committee, along with the associated by-laws and enabling Resolution, was approved by the Board on July 11, 2006. The Board charged the Committee with the responsibility to make final recommendations for establishing user fees designed to recover the full costs of providing the various services provided by Building Inspection. The Board has historically taken the position that the Building Inspection Division should be funded through an enterprise account, and should generate revenues through permit review and inspection fees collected to fully support the operation of the Division without subsidy from other County revenue sources.

The basis of the user fees that were recommended to the Fee Advisory Committee was a study conducted by Maximus Consulting Group. During FY 05, the Board retained the Maximus Consulting Group to perform a service fee and cost analysis of the building plans review and inspection functions of the Division. The Board's direction to Maximus was to analyze the actual cost of providing the various services provided by the Building Inspection Division and recommend fees designed to fully recover all associated costs. During the fee/cost analysis study process, Maximus utilized the fee schedule template in place at the time which did not specifically address solar related permitting. The Maximus fee study and the recommendations of the Board-appointed Fee Advisory Committee resulted in the current building plans review and inspection fee schedule outlined in Ordinance 07-01, which was adopted by the Board on January 23, 2007.

Subsequent to the adoption of the County's current building plans review and inspection fee schedule Ordinance in 2007, the Building Inspection Division has experience an increase in the requests for solar installation permits, especially to existing structures. Under the County's current fee schedule, solar additions to existing structures are assessed a permit review and inspection fee consistent with the schedule established for remodeling and repair. Under this fee schedule, the permit fee is based on the estimated valuation of the proposed installation. The resulting fees under this assessment methodology for solar installations can tend to be higher than traditional remodeling and building addition projects when compared to the costs of the associated permit review and inspection and the services provided by staff. Additionally, this perceived disparity in permitting fee for solar installation projects has been noted by several members of the construction industry, and has facilitated staff's review of the fee assessment methodology for solar installations. The review and analysis completed by staff included a comparison of how other Florida counties of a similar size assess solar installation permit fees and input from representative of the local solar sales and installation industry. Based on these reviews, analysis, and meetings, staff is recommending a new assessment methodology for assessing fees for proposed solar installations to existing buildings based on the County's current fee schedule as established in Ordinance 07-01.

Analysis:**Solar Installation Permit Fee Comparison**

The following is a comparison of solar installation permitting fees. The list has been generated to reflect solar permitting fees within the jurisdictions that are typically utilized for comparison purposes based on similar population size and budget of Leon County. The counties include Alachua, Lake, Escambia, Marion, St. Lucie, Osceola and Manatee. It should be noted that each building inspection department within these counties is unique in their permitting processes, budget, and how permit fees are assessed. For example, some departments have plan review fees, others do not. Several counties assess permit fees based on construction costs; others assess fees based on a cost per square foot. Also, several counties have specific fee categories for solar permitting while others do not, and others implement a minimum permit fee approach similar to the fee assessment methodology being recommended for Leon County. In summary, the comparison noted several different ways of assessing permit fees based on the various methodologies utilized by the counties reviewed. Therefore, for purposes of this comparison, the minimum fee assessment approach has been utilized. In those instances where fees are assessed using the construction costs as a base, a contract price of \$30,000 is used for the comparison.

- Alachua County: Alachua County's solar permit fees are assessed using a minimum permit fee and a flat fee for each \$1,000 over the declared cost of construction. This type of fee assessment is the most similar to Leon County.

$$\text{Minimum Fee} = \$90.00 + \$5.25 / \$1000 \text{ over } \$1000 = \$242.25$$

- Lake County: Lake County charges a minimum building permit fee and a minimum electrical fee.

$$\text{Minimum Fee} = \$75.00 \text{ (Building)} + \$75.00 \text{ (Electrical)} = \$150.00$$

- Escambia County: Staff could find no comparable fee listed on the Escambia County web site.
- Marion County: Marion County was the only county on the comparison list that referenced a solar photovoltaic permit category.

$$\text{Solar PV permit} = \$137.00$$

- St. Lucie County: St. Lucie County incorporated a building fee and a plan review fee to determine their solar permit fees.

$$\text{Permit Fee} = \$75.00 \text{ (Building)} + \$75.00 \text{ (Plan Review Fee)} = \$150.00$$

- Manatee County: At the time, staff was researching fee information to provide in this comparison, the Manatee County fee schedule could not be accessed.
- Osceola County: Osceola County uses the bracket system for fee assessments. Solar permits are assessed using a base fee and a fixed rate for each \$1,000 over the bracket minimum, plus an electrical permit fee. For this comparison, using \$30,000 as the random construction cost, the permit fee for a solar permit is \$167.
- Leon County: The current Board adopted fee schedule (Ordinance 07-01) indicates that the permitting fees for alterations to an existing structure be calculated using a bracket system similar to Osceola and Alachua Counties. Additionally, Leon County requires a minimum electrical fee for PV systems. With a solar system cost of \$30,000, the current Leon County

permit fee would be \$386.00 (base fee) + \$5.50 / \$1,000 over \$15,000 + \$78.32 (minimum electrical fee) = \$541.32

In summary, based on the assumptions and criteria noted previously, the following is a summary of the finding of the comparison of similar counties (Leon included) regarding the permit and inspection fee associated with a solar installation to an existing building:

Alachua County	=	\$242.25
Lake County	=	\$150.00
Marion County	=	\$137.00
St. Lucie County	=	\$150.00
Osceola County	=	\$167.20
Leon County	=	\$541.32

Solar Industry Representatives Meeting

On Monday June 6, 2011, County staff met with solar industry representatives (Attachment #2) to discuss issues surrounding solar installation permitting, including both residential and commercial applications. In addition to the permitting fee issue, the discussion included electronic permitting procedures for solar permits and required inspections. Currently, registered and qualified contractors can access Leon County's Velocity Hall internet portal and print a solar installation permit without the need to visit the Growth and Environmental Management office. Additionally, a similar process is available through the county's telephone permitting process for solar installation contractors. These two permitting avenues, in addition to an in-house master permit file system, provide an extremely efficient and expedited permitting process for solar as well as other types of sub-trade permits. The industry representatives noted and staff agreed that further enhancements to in-house master permit and product approval files should be pursued on an ongoing basis in light of ongoing technological changes in the industry.

The discussion moved to required inspections for solar installations. It was noted that the inspection of solar installations is a critical component of the solar permitting process. This is due primarily to the fact that Florida is considered to be a hurricane prone region by both the Florida Building Code and the American Society of Civil Engineers (ASCE). Roof-to-panel connections as designed by the engineer of record must be verified through inspections to maintain compliance with the Building Code and ensure that the roof equipment will be secure during a high wind event. Additionally, staff introduced the possible option of implementing a solar inspection affidavit. It is anticipated the affidavit, under specific conditions, could be allowed to satisfy the required on-site final inspections when certain conditions and or circumstances could delay the project completion or make the physical inspection problematic for County staff due to roof accessibility issues.

Industry attendees reviewed and discussed the findings of the comparison of solar installation permit fees from similar counties. The group also discussed the County's current permit fee assessment methodology for solar installations to existing buildings. During the discussion it was noted that the County's permit fees are generally higher than other similar counties (as well as surrounding counties), and several of the representatives noted that the fee amount assessed does not appear to reflect the cost of County services provided, but instead is a reflection of the total cost of the project being permitted. Staff outlined the proposed permit fee assessment methodology for solar installations based on the County's current fee schedule and the attendees supported the minimum fee-based approach as opposed to the current valuation-based assessment methodology utilizing the remodeling fee schedule outlined in Ordinance 07-01.

Recommended Fee Assessment Methodology

After discussions with solar industry representatives, and in consideration of the Board's policy to promote green technologies and sustainable resources while also supporting small businesses and economic growth in the County, staff recognizes the disparity in solar permitting fees as discussed above. Additionally, it would appear that the County's building permit and inspection fee schedule for alterations, remodeling and retrofitting, which is based on project valuation, may create an inequity in the fees charged for solar permits and may also negatively impact small business. Therefore, staff is recommending solar installation permitting associated with existing structures (typically classified as an alternation, remodeling, addition, and/or retrofit of an existing structure) be assessed a permit review and inspection fee based on a combination of the County's current minimum building permit fee, electrical permit fee, and plumbing permit fee if connection to potable water is required.

Under this recommended fee assessment methodology based on the County's existing fee schedule as established in Ordinance 07-01, the total plan review and inspection fees associated with the installation of a solar PV system would be \$169.70 (or \$182.76 if a potable water system connection were required). This fee assessment methodology would represent a reduction of approximately \$371.00 for both solar PV and solar water heating systems. This non-valuation based approach to permit review and inspection fee assessment would represent a reduction in solar installation fee costs of 69%. Because solar installations associated with proposed new construction are included as a component of the project's master building permit, this proposed assessment methodology would not impact those associated permit review and inspection fees.

Options:

1. Approve the proposed building permit review and inspection fee assessment methodology for solar installations associated with existing buildings based on the minimum building, electrical, and plumbing permit fee (if connection to potable water is required) as established in Ordinance 07-01.
2. Direct staff to assess permit review and inspection fees for solar installations associated with existing buildings based on the valuation based fee schedule for remodeling and additions as established in Ordinance 07-01.
3. Direct staff to amend the County's building permit and inspection fee Ordinance to provide for a specific permit fee category for solar installations.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. [Leon County Ordinance 07-01. Building Permit Review and Inspection Fees](#)
2. [June 6, 2011, Solar Industry Meeting Attendee Roster](#)

ORDINANCE NO. ORD07-01

1
2
3
4 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF
5 LEON COUNTY FLORIDA, AMENDING CHAPTER 5 OF THE CODE
6 OF LAWS OF LEON COUNTY, RELATED TO BUILDING AND
7 CONSTRUCTION REGULATIONS; AMENDING ARTICLE II OF
8 CHAPTER 5 OF THE CODE OF LAWS OF LEON COUNTY, RELATED
9 TO TECHNICAL CODES AND STANDARDS; AMENDING SECTION 5-
10 39, PERMIT FEES; AMENDING SECTION 5-84, ELECTRICAL FEES;
11 AMENDING SECTION 5-139, GAS FEES; AMENDING SECTION 5-153,
12 MECHANICAL FEES; AMENDING SECTION 5-189, PLUMBING FEES;
13 AMENDING SECTION 5-191, FEES ENUMERATED; AMENDING
14 ARTICLE IV, DIVISION 2, SUBDIVISION II OF CHAPTER 5 OF THE
15 CODE OF LAWS OF LEON COUNTY, RELATED TO THE
16 CONTRACTORS LICENSING AND EXAMINATION BOARD;
17 AMENDING SECTION 5-476, RECOMMENDATIONS; AMENDING
18 CHAPTER 16, ARTICLE III OF THE CODE OF LAWS OF LEON
19 COUNTY, RELATED TO DRIVEWAY CONNECTIONS; AMENDING
20 SECTION 16-60, APPLICATION FOR PERMIT; PROVIDING FOR
21 SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING AN
22 EFFECTIVE DATE.
23

24 WHEREAS, the Board of County Commissioners of Leon County has determined that
25 growth should pay its own way; and

26 WHEREAS, the Board has determined that building permit fees should cover the cost of
27 operating the Building Inspection Office; and

28 WHEREAS, the Board previously adopted Ordinance No. 06-22, which amended
29 portions of Chapter 5 of the Leon County Code of Laws related to Building and Construction
30 Regulations; and

31 WHEREAS, the Board desires to further amend Chapter 5 of the Leon County Code of
32 Laws by adopting building permit fee schedules for the purpose of supporting building
33 inspections; and

34 WHEREAS, the Board desires to amend Chapter 16, Article III of the Leon County Code
35 of Laws by adopting permit fees related to driveway connections;

1 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF**
2 **LEON COUNTY, FLORIDA, that:**

3 Section 1. Chapter 5, Article II, Section 5-39 of the Leon County Code of Laws is
4 hereby amended to read as follows:

5 **Sec. 5-39. Permit Fees.**

6 The fee for a building permit shall be:

- 7 (1) *Residential permits*, ~~\$0.27~~ \$0.37 a square foot under roof including porches and
8 carports.
- 9 (2) *Commercial permits*, ~~\$0.29~~ \$0.39 a square foot under roof.
- 10 (3) *Industrial permits*, ~~\$0.19~~ \$0.26 a square foot under roof.
- 11 (4) *Moving fees*. For the moving of any building or structure, the fee shall be ~~\$150.00~~
12 \$334.00.
- 13 (5) *Demolition fees*. For the demolition of any building or structure, the fee shall be
14 ~~\$16.00~~ \$151.00.
- 15 (6) *Temporary facilities fees*. Tent or temporary facilities for revivals, carnivals, etc.,
16 for periods not to exceed 30 days cost ~~\$32.00~~ \$57.00.
- 17 (7) *Mobile home fees*. Permit fees for any mobile home shall be ~~\$220.00~~ \$295.00 and
18 shall include electrical permits. A change of electrical service to an existing
19 mobile home shall be as covered under the electrical code.
- 20 (8) *Plans check fees*. For commercial buildings, the plans check fee shall be as
21 follows:

22 \$ 50,000.00 - \$ 100,000.00	\$32.00 <u>\$57.00</u>
23 \$ 100,000.01 - \$ 500,000.00	45.00 <u>\$80.00</u>
24 \$ 500,000.01 - \$1,000,000.00	60.00 <u>\$107.00</u>
25 \$1,000,000.01 - \$2,000,000.00	91.00 <u>\$162.00</u>
26 \$2,000,000.01 - \$3,000,000.00	121.00 <u>\$216.00</u>
27 \$3,000,000.01 - \$5,000,000.00	150.00 <u>\$267.00</u>
28 Over \$5,000,000.00	304.00 <u>\$541.00</u>

1 advisory committee shall consist of the following members:

2 One residential contractor.

3 One commercial contractor.

4 One representative of the Tallahassee Home Builders Association.

5 One architect.

6 One realtor.

7 The Building Official.

8 The Director of Management and Budget.

9
10 **Section 2.** Chapter 5, Article II, Section 5-84 of the Leon County Code of Laws is
11 hereby amended to read as follows:
12

13
14 **Sec. 5-84. Electrical Fees.**

15 (a) No permits for electrical work shall be issued until after the following inspection
16 fees shall have been paid:

- 17 (1) *Antennas, for radio towers, etc.*, for each installation ~~\$16.00~~ \$25.00
- 18 (2) *Auto bake ovens*, for each oven ~~16.00~~ \$25.00
- 19 (3) *Concealed work*, for each outlet, including outlets for
20 wall switches, flush or surface type, or for pendant switches ~~0.45~~ \$0.69
- 21 (4) *Cooking and heating devices*, for each electrical cooking and
22 heating device consuming more than 600 watts of energy ~~2.30~~ \$3.55
- 23 (5) *Diathermic*, for each installation ~~4.50~~ \$4.50
- 24 (6) *Electric signs*:
- 25 a. For each electrically illuminated sign requiring less
26 than 1,650 watts of energy ~~16.00~~ \$25.00
- 27 b. For each electrically illuminated sign requiring more

1		than 1,650 watts of energy, but less than 3,350 watts	21.00 <u>\$32.00</u>
2	(7)	<i>Fans</i> , for each ceiling or bracket fan permanently	
3		attached to circuit wires	1.70 <u>\$2.62</u>
4	(8)	<i>Festoon lights</i> :	
5	a.	For each 10 lights or fraction thereof	1.70 <u>\$1.15</u>
6	b.	For each additional 10 lights or fraction thereof	0.75 <u>\$1.15</u>
7	(9)	<i>Lighting fixtures</i> , for each lighting fixture, including drop	
8		lights, wall or flush receptacles or other receptive devices	
9		not having soldered joints	0.60 <u>\$0.92</u>
10	(10)	<i>Motors, motor generators</i> :	
11	a.	For each motor of three-fourths horsepower or less	
12		operating at a potential of 600 volts or less	3.00 <u>\$4.62</u>
13	b.	For each electrical motor of over three-fourths	
14		horsepower and not over 5 horsepower operating	
15		at a potential of 600 volts of less	6.50 <u>\$10.01</u>
16	c.	For each electrical motor of over 5 horsepower	
17		operating at a potential of 600 volts or less	9.00 <u>\$13.86</u>
18	d.	For each electrical motor of over 10 horsepower	
19		and not over 25 horsepower	16.00 <u>\$25.00</u>
20	e.	For each electrical motor of over 25 horsepower	
21		and not over 100 horsepower	32.00 <u>\$48.00</u>
22	f.	For each electrical motor of over 100 horsepower	45.00 <u>\$69.00</u>
23	(11)	<i>Moving picture projector</i> , for each projector installation	16.00 <u>\$25.00</u>
24	(12)	<i>Open work</i> , for the wiring to each fixture, drop or	
25		receptive device, or to each wall switch, or pendant switch	
26		not attached to fixture, including fixtures, drops or receptive	

1	devices and switches when installed at same time as wiring	0.45 <u>\$0.69</u>
2	(13) <i>Plug mold</i> , for each linear foot (\$0.50 <u>\$1.00</u> minimum)	0.15 <u>\$0.22</u>
3	(14) <i>Rectifiers:</i>	
4	a. For each rectifier of 1 k.v.a. capacity	2.30 <u>\$3.55</u>
5	b. For each rectifier of more than 1 k.v.a. capacity	
6	but less than 5 k.v.a. capacity	3.70 <u>\$5.70</u>
7	c. For each rectifier of more than 5 k.v.a. capacity	7.00 <u>\$10.78</u>
8	(15) <i>Services:</i>	
9	a. Temporary services	16.00 <u>\$25.00</u>
10	b. For permanent service of 200 amps or less	8.00 <u>\$12.00</u>
11	c. For permanent service or panel of over 200 amps	
12	but not over 400 amps	18.50 <u>\$28.00</u>
13	d. For permanent service or panel of over 400 amps	
14	but not over 600 amps	24.00 <u>\$37.00</u>
15	e. For permanent service or panel of over 600 amps	
16	but not over 800 amps	32.00 <u>\$48.00</u>
17	f. For permanent service or panel of over 800 amps	
18	add for each 100 amps or fraction thereof over 800	3.00 <u>\$4.62</u>
19	(16) <i>Tent show, carnivals, circuses</i> , for each service	32.00 <u>\$57.00</u>
20	(17) <i>Transformers:</i>	
21	a. For each transformer where the primary	
22	potential does not exceed 600 volts	3.70 <u>\$5.70</u>
23	b. For each transformer where the primary	
24	potential exceeds 600 volts	7.00 <u>\$10.78</u>
25	(18) <i>Welding machines</i>	6.50 <u>\$6.97</u>
26	(19) <i>X-ray:</i>	

1 *Permit fees:*

- 2 (a) On all new buildings, the mechanical permit fee shall be ~~\$91.00~~ \$122.00 per unit.
3 (b) On all existing buildings where additional mechanical work is done or
4 replacements are made, the permit fee shall be ~~\$45.00~~ \$61.00 per unit.

5 Section 5. Chapter 5, Article II, Section 5-189 of the Leon County Code of Laws is
6 hereby amended to read as follows:

7 **Sec. 5-189. Plumbing fees.**

8
9 The fees required to enforce the Florida Plumbing Code adopted in Florida Statutes
10 553.73(1)(a) are adopted as follows. Permits shall not be issued by the director of building
11 inspection of Leon County, Florida until after the following fees shall have been paid to the
12 county:

13		
14	For issuing each permit	\$ 32.00 <u>\$70.00</u>
15		
16	In addition:	
17		
18	For each plumbing fixture, floor drain or trap	
19	(including water and drainage piping)	3.00 <u>\$6.52</u>
20		
21	For each house sewer	3.00 <u>\$6.52</u>
22		
23	For each house sewer having to be replaced or repaired	3.00 <u>\$6.52</u>
24		
25	For each water heater and/or vent	3.00 <u>\$6.52</u>
26		
27	For each gas piping system of one to five outlets	3.00 <u>\$6.52</u>
28		
29	For each gas piping system of six or more, for installation,	
30	alteration or repair of water piping	0.60 <u>\$1.43</u>
31		
32	and/or water treating equipment	3.00 <u>\$6.52</u>
33		
34	For repair or alteration of drainage or vent piping	3.00 <u>\$6.52</u>
35		
36	For vacuum breakers or backflow protective devices	
37	installed subsequent to the installation of the piping or	
38	equipment served, one to five	3.00 <u>\$6.52</u>
39		
40	For vacuum breakers or backflow protective devices	

installed subsequent to the installation of the piping or
equipment served, over five, each 0.60 ~~\$1.43~~

Section 6. Chapter 5, Article II, Section 5-191 of the Leon County Code of Laws is
hereby amended to read as follows:

Sec. 5-191. Fees enumerated.

The fees as detailed in sections 5-38 through 5-189 shall be increased fiscal year 1994/95
and fiscal year 1995/96 as specified in the following table.

FEE DESCRIPTION	FY 93/94	FY 94/95	FY 95/96
Residential permits per square foot.....	\$0.23	\$0.25	\$0.27
Commercial permits per square foot.....	0.25	0.27	0.29
Industrial permits per square foot.....	0.17	0.18	0.19
Demolition permits.....	14.00	15.00	16.00
Moving any building or structure.....	140.00	145.00	150.00
FEE DESCRIPTION	FY 93/94	FY 94/95	FY 95/96
Temporary facility permits.....	30.00	31.00	32.00
Mobile home permits.....	200.00	210.00	220.00
Plans check fees for commercial buildings:			
(1) \$50,000.00 - \$100,000.00.....	30.00	31.00	32.00
(2) \$100,000.01 - \$500,000.00.....	41.00	43.00	45.00
(3) \$500,000.01 - \$1,000,000.00.....	55.00	58.00	60.00
(4) \$1,000,000.01 - \$2,000,000.00...	83.00	87.00	91.00
(5) \$2,000,000.01 - \$3,000,000.00...	110.00	115.00	121.00
(6) \$3,000,000.01 - \$5,000,000.00....	140.00	145.00	150.00
(7) Over \$5,000,000.00.....	276.00	289.00	304.00
Remodeling and repair work permits:			
(1) \$1.00 - \$2,000.00.....	30.00	31.00	32.00
(2) \$2,000.01 - \$15,000.00.....	70.00	72.00	75.00
(3) \$15,000.01 - \$50,000.00.....	125.00	130.00	136.00
(plus \$5.50/thousand for that portion over \$15,000.01)			
(4) \$50,000.01 - \$100,000.00.....	320.00	336.00	352.00
(plus \$5.00/thousand for that portion over \$50,000.01)			
(5) \$100,000.01 - \$500,000.00.....	540.00	560.00	580.00
(plus \$2.75/thousand for that portion over \$100,000.01)			
(6) \$500,000.01 - \$1,000,000.00.....	1,700.00	1,780.00	1,870.00
(plus \$1.40/thousand for that portion over \$500,000.01)			
Swimming pool permits.....	200.00	210.00	220.50
Electrical permit fees:			

1	Antennas, for radio towers, etc.....	14.00	15.00	16.00
2	Auto bake ovens.....	14.00	15.00	16.00
3	Concealed work (outlets for wall switches).	0.40	0.45	0.45
4	Cooking and heating devices (600 watts +).	2.10	2.20	2.30
5	Diathermic.....	4.10	4.30	4.50
6	Electric Signs:—			
7	1,650 watts or less.....	14.00	15.00	16.00
8	1,650 watts to 3,350.....	19.00	20.00	21.00
9	Fans.....	1.50	1.60	1.70
10	Festoon lights:—			
11	Each 10 or a fraction thereof.....	1.50	1.60	1.70
12	Each additional 10 or fraction.....	0.70	0.70	0.75
13	Issuing permit.....	30.00	31.00	32.00
14	Lighting fixtures.....	0.55	0.60	0.60
15	Motors Motor Generators:—			
16	3/4 horsepower/600 volts or less.....	2.75	2.90	3.00
17	3/4 to 5 horsepower/600 volts or less.....	5.50	6.00	6.50
18	Over 5 horsepower/600 volts or less.....	8.25	8.70	9.00
19	Over 10 horsepower up to 25 horsepower....	14.00	15.00	16.00
20	Over 25 horsepower up to 100 horsepower..	30.00	31.00	32.00
21	Over 100 horsepower.....	41.00	43.00	45.00
22	Moving picture projector.....	14.00	15.00	16.00
23	Open work (wiring to each fixture,			
24	drop device, etc.).....	0.40	0.45	0.45
25	Plug mold (each linear			
26	foot \$0.50 minimum).	0.15	0.15	0.15
27	Rectifiers:—			
28	1 k.v.a. capacity.....	2.10	2.20	2.30
29	Over 1 k.v.a. capacity up to			
30	5 k.v.a. capacity.	3.50	3.60	3.70
31	Over 5 k.v.a. capacity.....	6.20	6.50	7.00
32	Services:—			
33	Temporary construction services.....	14.00	15.00	16.00
34	Permanent service of 200 amps or less.....	7.00	7.50	8.00
35	FEB DESCRIPTION	FY 93/94	FY 94/95	FY 95/96
36	Permanent service/panel 200+ up to 400....	16.50	17.50	18.50
37	Permanent service/panel 400+ up to 600....	22.00	23.00	24.00
38	Permanent service/panel 600+ up to 800....	30.00	31.00	32.00
39	Permanent service/panel 800+ amps add for each 100 amps or fraction thereof			
40	over 800.....	2.75	2.90	3.00
41	Tentshows, carnivals, circuses.....	30.00	31.00	32.00
42	Transformers:—			
43	Primary potential does not exceed 600 volts	3.50	3.60	3.70
44	Primary potential exceeds 600 volts.....	6.20	6.50	7.00

1	Welding machines.....	5.50	6.00	6.50
2	X Ray:—			
3	Portable.....	3.50	3.60	3.70
4	Stationary.....	11.00	11.75	12.00
5	Gas permit fees:—			
6	Issuing permit.....	7.00	7.50	8.00
7	In addition:—			
8	Gas piping at one location, (both rough and final) for one to four outlets, inclusive.....			
9		7.00	7.50	8.00
10	Each additional outlet.....	1.50	1.60	1.70
11	Conversion burners, floor furnaces, incinerators, boilers or control heating and air conditioning units.....	7.00	7.50	8.00
12	Each additional unit.....	1.50	1.60	1.70
13	Vented wall furnaces and water heaters:—			
14	Each unit.....	3.50	3.60	3.80
15	Each additional unit.....	1.50	1.60	1.70
16	Mechanical permit fees:—			
17	New installations.....	83.00	87.00	91.00
18	Retrofit existing installations.....	41.00	43.00	45.00
19	Plumbing permit fees:—			
20	Issuing permit.....	30.00	31.00	32.00
21	In addition:—			
22	Each fixture, floor drain or trap.....	2.75	2.90	3.00
23	Each house sewer.....	2.75	2.90	3.00
24	Each house sewer replacement/repair.....	2.75	2.90	3.00
25	Each water heater and/or vent.....	2.75	2.90	3.00
26	Each gas piping system 1 to 5 outlets.....	2.75	2.90	3.00
27	Each gas piping system of 6+ per outlet.....	0.55	0.60	0.60
28				
29				
30	FEE DESCRIPTION	FY 93/94	FY 94/95	FY 95/96
31				
32	Installation, alteration, repair of water piping and/or water treating equipment.....			
33		2.75	2.90	3.00
34	Repair/alteration of drainage or vent piping.....	2.75	2.90	3.00
35	1 to 5 vacuum breakers or backflow protective devices installed subsequent to installation of the piping or equipment served.....	2.75	2.90	3.00
36	Each vacuum breaker or backflow protective device installed subsequent to installation of the piping or equipment served over 5.....	0.55	0.60	0.60
37	Reinspection fees.....	35.00	36.00	38.00
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<u>FEE DESCRIPTION</u>	<u>MARCH 1, 2007 SEPTEMBER 30, 2007</u>	<u>FY2007-2008</u>	<u>FY2008-2009</u>
<u>Building:</u>			
Residential permits per square foot	\$0.37	\$0.45	\$0.48
Commercial permits per square foot	\$0.39	\$0.48	\$0.51
Industrial permits per square foot	\$0.26	\$0.32	\$0.34
Demolition permits	\$151.00	\$184.22	\$197.12
Moving any building or structure	\$334.00	\$407.48	\$436.00
Temporary facility permits	\$57.00	\$69.54	\$74.41
Mobile home permits	295.00	\$359.90	\$385.09
<u>Plan check fees for commercial buildings:</u>			
\$50,000.00 - \$100,000.00	\$57.00	\$69.54	\$74.41
\$100,000.01 - \$500,000.00	\$80.00	\$97.60	\$104.43
\$500,000.01 - \$1,000,000.00	\$107.00	\$130.54	\$139.68
\$1,000,000.01 - \$2,000,000.00	\$162.00	\$197.64	\$211.47
\$2,000,000.01 - \$3,000,000.00	\$216.00	263.52	\$281.97
\$3,000,000.01 - \$5,000,000.00	\$267.00	\$325.74	\$348.54
Over \$5,000,000.00	\$541.00	\$660.02	\$706.22
<u>Remodeling and repair</u>			
\$1.00 - \$2,000.00	\$70.00	\$85.40	\$91.38
\$2,000.01 - \$15,000.00	\$163.00	\$198.86	\$212.78
\$15,000.01 - \$50,000.00	\$296.00	\$361.12	\$386.40
(plus \$5.50 / thousand for that portion over \$15,000.01)			
	\$11.95	\$14.58	\$15.60
\$50,000.01 - 100,000.00	\$765.00	\$933.30	\$998.63

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	<u>(plus \$5.00 / thousand for that portion over \$50,000.01)</u>		
	\$10.87	\$13.56	\$14.10
<u>\$100,000.01 - \$500,000.00</u>	\$1260.00	\$1537.20	\$1644.80
	<u>(plus \$2.75 / thousand for that portion over \$100,000.01)</u>		
	\$5.95	\$7.26	\$7.77
<u>\$500,000.01 - \$1 Mil</u>	\$4064.00	\$4958.08	\$5305.15
	<u>(plus \$1.40/ thousand for that portion over \$500,000.01)</u>		
	\$3.04	\$3.71	\$3.97
<u>In ground swimming pool permits</u>	\$293.00	\$357.46	\$382.48
<u>Above ground swimming pool permits</u>	\$60.00	\$73.20	\$78.32
<u>Electrical permit fees:</u>			
<u>Antenna for radio towers, etc.</u>	\$25.00	\$30.50	\$32.64
<u>Auto bake</u>	\$25.00	\$30.50	\$32.64
<u>Concealed work (outlets and wall switches)</u>	\$0.69	\$0.84	\$0.90
<u>Cooking and heating devices (600 watts)</u>	\$3.55	\$4.33	\$4.63
<u>Diathemic</u>	\$4.50	\$5.49	\$5.87
<u>Electrical Signs:</u>			
<u>1,650 watts or less</u>	\$25.00	\$30.50	\$32.40
<u>1,650 watts to 3,350</u>	\$32.00	\$39.04	\$41.77
<u>Fans</u>	\$2.62	\$3.20	\$3.42
<u>Festoon lights:</u>			
<u>Each 10 or fraction thereof</u>	\$1.15	\$1.40	\$1.50
<u>Each additional 10 or fraction</u>	\$1.15	\$1.40	\$1.50
<u>Lighting fixtures</u>	\$0.92	\$1.12	\$1.20
<u>Motors-Motor Generators:</u>			
<u>¼ horsepower/600 volts or less</u>	\$4.62	\$5.64	\$6.03
<u>¼ to 5 horsepower/600 volts or less</u>	\$10.01	\$12.21	\$13.07

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Over 5 horsepower up to 25 horsepower	\$13.86	\$16.91	\$18.09
Over 10 horsepower up to 25 horsepower	\$25.00	\$30.50	\$32.64
Over 25 horsepower up to 100 horsepower	\$48.00	\$58.56	\$62.66
Over 100	\$69.00	\$84.18	\$90.07
Moving picture projector	\$25.00	\$30.50	\$32.64
<u>Open work (wring to each power outlet, drop device, etc.)</u>			
	\$0.69	\$0.84	\$0.90
Plug mold (each linear foot \$1.00 min)	\$0.22	\$0.27	\$0.29
<u>Rectifiers:</u>			
1 kva capacity or less	\$3.55	\$4.33	\$4.63
Over 1 kva capacity up to 5 kva capacity	\$5.70	\$6.95	\$7.44
Rectifiers over 5 kva capacity	\$10.78	\$13.15	\$14.07
<u>Electrical permits minimum issuance fee</u>			
<u>Services:</u>			
Temporary construction services	\$25.00	\$30.50	\$32.64
Permanent service of 200 amps or	\$12.00	\$14.64	\$15.66
Permanent service/panel 200 up to 400	\$28.00	\$34.16	\$36.55
Permanent service/panel >400 up to 600	\$37.00	\$45.14	\$48.30
Permanent service/panel >600 up to 800	\$48.00	\$58.56	\$62.66
<u>For each 100 amps or fraction</u>			
thereof over 800	\$4.62	\$5.64	\$6.03
Tentshows, carnivals, circuses	\$57.00	\$69.54	\$74.41
<u>Transformers:</u>			
Primary potential does not exceed 600 volts	\$5.70	\$6.95	\$7.44
Primary potential exceed 600 volts	\$10.78	\$13.15	\$14.07
Welding machines	\$6.97	\$8.50	\$9.10

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X-Ray:

Portable	\$3.91	\$4.77	\$5.10
Stationary	\$12.57	\$15.34	\$16.41

Gas permit fees:

Issuing permit	\$56.00	\$68.32	\$73.10
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Gas piping at one location, (both rough and final)

For one to four outlets, inclusive	\$56.00	\$68.32	\$73.10
Each additional outlet	\$11.90	\$14.52	\$15.53

Conversion burners, floor furnaces, incinerators,

Boilers or heating and air conditions units	\$56.00	\$68.32	\$73.10
Each additional unit	\$11.90	\$14.52	\$15.53

Vent wall furnaces and water heaters:

Each unit	\$26.58	\$32.43	\$34.70
Each additional unit	\$11.90	\$14.52	\$15.53

Mechanical permit fees:

New installation	\$122.00	\$148.84	\$159.26
Retrofit existing installation	\$61.00	\$74.42	\$79.63

Plumbing permit fees:

Issuing permit	\$70.00	\$85.40	\$91.38
In addition: Each fixture, floor drain or trap	\$6.52	\$7.95	\$8.51
Each house sewer	\$6.52	\$7.95	\$8.51
Each house sewer replacement/repair	\$6.52	\$7.95	\$8.51
Each water heater and/or vent	\$6.52	\$7.95	\$8.51
Each gas piping system 1 to 5 outlets	\$6.52	\$7.95	\$8.51
Each gas piping system of 6 or more outlets	\$1.43	\$1.75	\$1.87

1	<u>Installation, alteration, repair of water piping and/or</u>		
2			
3	<u>water treating equipment</u>	<u>\$6.52</u>	<u>\$7.95 \$8.51</u>
4			
5	<u>Repair/alteration of drainage or vent piping</u>	<u>\$6.52</u>	<u>\$7.95 \$8.51</u>
6			
7	<u>1 to 5 vacuum breakers or backflow protective device</u>		
8			
9	<u>equipment served</u>	<u>\$6.52</u>	<u>\$7.95 \$8.51</u>
10			
11	<u>Each vacuum breaker or backflow protection device</u>		
12			
13	<u>Install subsequent to installation of the piping or</u>		
14			
15	<u>equipment served over 5</u>	<u>\$1.43</u>	<u>\$1.75 \$1.87</u>
16			
17	<u>Special projects hourly charge:</u>		
18			
19	<u>Building Inspection Director</u>	<u>\$143.00</u>	<u>\$174.46 \$186.67</u>
20			
21	<u>Deputy Building Official/Plans Examiner</u>	<u>\$68.00</u>	<u>\$82.96 \$88.77</u>
22			
23	<u>Building Inspectors</u>	<u>\$63.00</u>	<u>\$76.86 \$82.24</u>
24			
25	<u>Support Staff</u>	<u>\$40.00</u>	<u>\$48.80 \$52.22</u>
26			
27	<u>Administrative Associate V</u>	<u>\$62.00</u>	<u>\$75.64 \$80.93</u>
28			
29	<u>Contractor License:</u>		
30			
31	<u>Contractor License Application fee</u>	<u>\$467.00</u>	<u>\$5.69.74 \$609.62</u>
32			
33	<u>Contractor License Reinstatement/Reciprocity Fee</u>		
34			
35		<u>\$262.00</u>	<u>\$319.64 \$342.01</u>
36			
37	<u>Contractor License Renewal Fee</u>	<u>\$57.00</u>	<u>\$69.54 \$74.41</u>
38			
39			
40	<u>Occupational Certificate Fee</u>	<u>\$49.00</u>	<u>\$59.78 \$63.96</u>
41			
42	<u>Residential Driveway Connection Fee</u>	<u>\$63.00</u>	<u>\$78.86 \$82.24</u>
43			
44	<u>Commercial Driveway Connection Fee</u>	<u>\$250.00</u>	<u>\$305.00 \$326.35</u>
45			
46	<u>Reinspection fee:</u>	<u>\$50.00</u>	<u>\$61.00 \$65.27</u>
47			
48	<u>Automated Permits</u>	<u>\$86.00</u>	<u>\$104.9 \$112.26</u>
49	<u>\$112.26</u>		
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51			

1 **Section 7.** Chapter 5, Article IV, Section 5-476 of the Leon County Code of Laws is
2 hereby amended to read as follows:

3 **Sec. 5-476. Recommendations.**

4
5 The contractors licensing and examination board shall recommend fees to be charged by
6 the Board of County Commissioners for the contractor's licensing and examination board's
7 functions. The recommended fees are as follows:

- 8
9 (a) Contractor license application fee - \$467.00.
10 (b) Contractor license reinstatement/reciprocity fee - \$262.00.
11 (c) Contractor license renewal fee - \$57.00.
12 (d) Occupational certificate fee - \$49.00.

13
14 In addition, the contractor's licensing and examination board shall make recommendations
15 regarding contractors to the Board of County Commissioners.
16

17 **Section 8.** Chapter 16, Article III, Section 16-60 of the Leon County Code of Laws is
18 hereby amended to read as follows:

19 **Sec. 16-60 Application for permit.**

20
21 (a) Application for a permit for a connection shall be made to the county department
22 of growth and environmental management.

23
24 (b) A construction plan for the proposed connection shall be included as part of the
25 application.

26
27 (c) Applications for connection permits shall be accompanied by an application fee,
28 such fee to be set by ~~resolution~~ of the Board of County Commissioners, and no such application
29 shall be considered complete or processed without such fee. The application fee for a residential
30 driveway connection shall be \$63.00. The application fee for a commercial driveway connection
31 shall be \$250.00.

32
33 (d) Applications for connection permits shall be approved by the county department
34 of public works. Connection permits shall be approved in accordance with the guidelines
35 established in the county driveway and street connection regulations, policies, and procedures.
36 Copies of this document may be obtained from the department of public works.
37

Solar Industry Representatives Meeting
Monday, June 6, 2011, 10:00 a.m.
GEM Conference Room

George Kaisiewecz	Arclight Elec. Contr. arclightelectric@embarqmail.com 5220 Widefield Drive, Tallahassee FL 32309 850-894-9559
Joe Sierra	Crabjoe Electric crabjoeelectric@comcast.net , 7137 Dykes Road Tallahassee FL 32311 850-294-6323
Jerry Baker	Paragon Pools, information @bluedolphinpoolsnf.com , 4736 Sweetwater Lane, Tallahassee FL 32311 850-933-1863
Matthew D. Chentnik	Independent Green Technologies, mchentnik@igtsolar.com 780 Beaver Creek Lane, Havana FL 323333, 850-570- 0000 cell
David McDevitt	Leon County Growth and Environmental Management, mcdevitt@leoncountyfl.gov , 850-606- 1300
Maggie Theriot	Leon County Office of Sustainability, theriotm@leoncountyfl.gov , 850-606-5300
Al Simpler	Simpler Solar Systems, 850-576-5271
Sharon Prepmeyer	Simpler Solar Systems, Sharon@simplersolar.com , 850-576-5271
Emil Brady	Sr. Plans Examiner, Leon County Growth and Environmental Management, bradye@leoncountyfl.gov . 850-606-1315
Mike Mathers	Mathers Electric Company, Inc. mike@matherselectric.com 850-576-2342
Steve Stewart	Tallahassee Reports, steve8973@gmail.com 850-766-6208

Back

Print

**Leon County
Board of County Commissioners
Cover Sheet for Agenda #15**

October 11, 2011

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of the Status Report on the County's Sustainability Initiatives and the Department of Development Support and Environmental Management's Website Improvements Related to Solar Permitting

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

Executive Summary

Issue Briefing:

This agenda item provides a status report regarding the County's efforts to promote sustainable resources by supporting and encouraging the use of solar installations for both solar photovoltaic (PV) and thermal applications. Because of recent events, including an industry initiative to provide solar power to on-site advertising signs, as well as a renewed interest in solar electric and solar water heating installations for home use, the County has undertaken efforts to support homeowners and the solar industry by implementing incentives to encourage use of this renewable energy source. Included in these supportive efforts, is the installation of a solar PV system at the new Leon County Eastside Branch Library, as well as a solar PV demonstration project at the County's Cooperative Extension Building.

To provide the public and the solar industry with solar energy-related information, the County's Development Support and Environmental Management (DSEM) website has been improved, to include links to the County's Office of Sustainability page regarding the new methodology to assess permit fees for solar and solar-related installation permitting. Additionally, information is available on incentives provided by the County to promote the use of solar power in residential and non-residential applications.

Fiscal Impact:

This item has no fiscal impact to Leon County.

Staff Recommendation:

Option #1: Accept the status report on the County's sustainability initiatives and the Department of Development Support and Environmental Management's website improvements related to solar permitting.

Report and Discussion

Background:

Resurgence of solar activity statewide and in Leon County has facilitated a need for further involvement by the County to promote and support the solar industry. This resurgence in solar activity is a direct result of new solar-related technologies, a growing public interest in green technologies and sustainable resources, and programs being offered by the Federal Government that provide financial support for solar-powered outdoor advertising signs.

At the June 28, 2011 meeting, the Board approved a new solar permitting fee assessment methodology, and directed staff to further report on solar activity in Leon County. After a thorough inspection of the DSEM's website, it was determined additional information was necessary to provide greater support and promote the use of solar power in Leon County. The information would include an enhanced internet presence, together with the Board's adopted fee assessment methodology.

Analysis:

Historically, DSEM offered a limited amount of information on its website regarding the advantages of using solar power. This report updates the Board on the enhancements being provided by DSEM that support and promote the use of solar power within the County. These website enhancements include links to the County's Office of Sustainability, as well as links to other websites that offer accurate information regarding the benefits of using solar power.

Presently, the website includes a list of state-licensed and insured solar contractors, and a copy of a Public Service Announcement regarding the recent adoption by the Board of a revised methodology of fee calculation for solar installations (Attachment #1). The revised fee assessment methodology reduces the permit fee costs for solar installations and provides one permit fee for both residential and commercial installations. Attachment #2 provides a comparison analysis of County and City solar permit review fees and outlines the use of an inspection affidavit introduced by solar industry representatives at the June 2, 2011 DSEM meeting.

In addition, the County's support and promotion of the use of solar power and other solar-related activities is reflected in:

- use of a "Master File" system to reduce permitting times,
- availability of internet and telephone permitting,
- guaranteed same day permit issuance for in-house applications, and
- the possible use of contractor affidavits when actual physical inspections cannot be performed due to roof accessibility issues.

The information has been posted on the DSEM website for easy access. Finally, a variety of pamphlets will be provided in the DSEM lobby for both solar electric and solar water-heating systems.

Options:

1. Accept the status report on the County's sustainability initiatives and the Department of Development Support and Environmental Management's website improvements related to solar permitting.
2. Do not accept the status report on the County's sustainability initiatives and the Department of Development Support and Environmental Management's website improvements related to solar permitting.
3. Board direction.

Recommendation:

Option #1:

Attachments:

1. [Solar Permitting Fee Assessment Public Service Announcement](#)
2. [City/County Solar Permit Fee Comparison Analysis](#)

Back

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PUBLIC SERVICE ANNOUNCEMENT CHANGES TO THE PERMIT REVIEW FEE ASSESSMENT METHODOLOGY FOR SOLAR INSTALLATIONS

September 16, 2011

To All Interested Parties/Individuals:

In keeping with the County's commitment to sustainable practices within our community, the Department of Development Support and Environmental Management recognizes the impact of utilizing solar power to reduce our carbon footprint, reliance on fossil fuels, and homeowners' utility costs. Therefore, the County has implemented several procedures to provide incentive for homeowners to utilize solar power applications.

On June 28, 2011, the Board of County Commissioners (BCC) approved a revised methodology for assessing permit review fees for solar and solar-related installations to existing buildings and/or structures. The revised assessment methodology will apply to permit requests associated with solar installations that are not part of a permit request for new residential or non-residential buildings and/or structures. Solar and solar-related applications proposed as a component of a new building or structure will continue to be covered under the building permit, and no additional solar-related permit review fees will be assessed consistent with the County's current procedure. The revised assessment methodology will reduce the overall permitting costs for the retrofit of solar installations and further demonstrate the County's ongoing commitment to encouraging the utilization of solar energy applications.

The County's revised permit review fee assessment methodology for retrofit or "stand alone" solar and solar-related applications utilizes the building permit fee structure that was adopted by the BCC in 2007. The primary difference is the permit review fee will no longer be assessed under the "remodeling and repair" category of the County's Building Permit Review Fee Assessment Schedule (Ordinance 07-01). Instead, the permit review fee for stand alone or retrofit solar and solar-related installations that are not proposed in conjunction with a new building or structure will be assessed as follows:

SOLAR PHOTOVOLTAIC (PV)

Building permit review	\$ 91.38
<u>Electrical permit review</u>	<u>\$ 78.32</u>
Total review fee	\$169.70

SOLAR THERMAL (WATER HEATING)

Building permit review	\$91.38
<u>Plumbing permit review</u>	<u>\$91.38</u>
Total review fee	\$182.76

15

This revised methodology has resulted in a reduction in the costs of permitting for solar and solar-related applications. Staff has also implemented additional procedural changes that are outlined below that encourage the utilization of solar energy applications, specifically in circumstances where the application is a retrofit to an existing building or structure.

In all retrofit applications, the solar equipment will require a site-specific engineering analysis for hurricane force winds consistent with state requirements. Additionally, the County encourages the submittal of a "master file" with information including installation drawings specifically for solar panels. Once a master file for a specific product has been submitted, each future application submitted to the County can refer to the file for compliance, thereby reducing paperwork and associated permitting times. Furthermore, the County's master file system will allow and further facilitate internet and telephone permitting by qualified contractors.

In addition to a reduction in permit review fees, the County has also implemented a solar inspection affidavit. This should provide an additional incentive to utilize solar power, specifically in retrofit applications. The affidavit will satisfy the required on-site inspection when certain conditions or circumstances could delay the project completion or make the physical inspection problematic due to roof accessibility issues.

These incentives have been implemented with the intent of encouraging the residential and non-residential utilization of solar power. If you have questions regarding the County's permit review fees for solar and solar-related installations to existing buildings and/or structures, master file availability for specific solar-related applications, internet or telephone permitting for solar installations, or the solar inspection affidavit process, please contact the Building Plans Review and Inspection Division's Service Advisor at 606-1300. If you have general solar energy questions, you may contact the Leon County Office of Sustainability at 606-5380.

Your Public Servant;

Edward Jarriel, Jr.
Director, Building Plans Review & Inspection

**SOLAR PERMITTING ANALYSIS COMPARISON
CITY OF TALLAHASSEE vs. LEON COUNTY**

LEON COUNTY RESIDENTIAL SOLAR PERMITS AND ASSOCIATED FEES

- As per the recently adopted new fee assessment methodology, Leon County requires a building permit, and charges an associated building permit fee for solar installations.
- No permit application fee is charged.
- The permit fee for solar PV installations is \$91.38, and the electrical permit fee is \$78.32.
- The permit fee for solar thermal installations is \$91.38, and the plumbing permit fee is \$91.38.
- Leon County also requires a site specific engineering analysis for hurricane force winds.

CITY OF TALLAHASSEE RESIDENTIAL SOLAR PERMITS AND ASSOCIATED FEES

- The City does not issue a building permit, or charge a fee for a building permit, for solar installations.
- The City assesses an application fee of \$54.00 for residential PV installations and \$123.00 for residential thermal (plumbing) installations.
- Along with the application fee, a solar/electrical permit fee is also charged, which is based upon the Kw of the system.
- The solar/electric permit fee is \$54.00 for the 1st Kw and \$6.70 for each additional Kw.
- The solar/plumbing permit fee is \$31.00 per solar panel.
- The city requires site specific engineering analysis (for hurricane force winds) to be submitted with each application.

CITY/COUNTY SOLAR PERMIT REVIEW FEE COST COMPARISON

5 Kw Residential Photovoltaic Solar System

<u>City of Tallahassee</u>		<u>Leon County</u>	
Application Fee	\$54.00	Application Fee	(none)
\$54.00 for the 1st Kw	\$54.00	Building Permit Fee	\$91.38
\$6.70 for the next 4 Kw	<u>\$26.80</u>	Electrical Permit Fee	<u>\$78.32</u>
	\$134.80		\$169.70

10 Kw Residential Photovoltaic Solar System

<u>City of Tallahassee</u>		<u>Leon County</u>	
Application Fee	\$54.00	Application Fee	(none)
\$54.00 for the 1st Kw	\$54.00	Building Permit Fee	\$91.38
\$6.70 for the next 9 Kw	<u>\$60.30</u>	Electrical Permit Fee	<u>\$78.32</u>
	\$168.30		\$169.70

15 Kw Residential Photovoltaic Solar System

<u>City of Tallahassee</u>		<u>Leon County</u>	
Application Fee	\$54.00	No Application Fee	(none)
\$54.00 for the 1st Kw	\$54.00	Building Permit Fee	\$91.38
\$6.70 for the next 9 Kw	<u>\$93.80</u>	Electrical Permit Fee	<u>\$78.32</u>
	\$201.80		\$169.70

ADDITIONAL POINTS OF INTEREST

- **Leon County does not require an additional solar permit with new construction permit applications.** In contrast, when a new single family dwelling with a solar system is constructed within City limits, the City requires a separate permit (and permit fees) for the solar system, in addition to the permits required for the house.
- **Only Leon County has implemented a "master file" system where the installation drawings for solar panels can be submitted only once under the contractor's name and used each time an application is submitted for a solar system by that contractor.** Additionally, contractors have the option to apply for a solar permit on the web or by telephone while utilizing the "master file" system. This is a time saving benefit for the contractor, eliminating the requirement to submit applications in person.
- **Leon County anticipates offering an enhanced method of inspections for some solar installations that is not currently available as part of the City's solar permitting process.** At the meeting with the solar industry representatives on June 2, 2011, Development Support and Environmental Management staff introduced the possible option of implementing a solar inspection affidavit. It is anticipated the affidavit, under specific conditions, could be allowed to satisfy the required on-site final inspections when certain conditions and or circumstances could delay the project completion, or make the physical inspection problematic for County staff due to roof accessibility issues. The industry representatives supported the idea, and the inspection affidavit was implemented.
- **Whereas the City charges a different fee for commercial solar installations, Leon County solar installation permit fees are applicable to both residential and commercial installations.** In addition, the City solar/electric permit fee is based on the Kw of the system; therefore, the fees increase as the size of the unit increases. In Leon County, the permit fees are standard for all systems.



LEON COUNTY

DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

SOLAR PHOTOVOLTAIC PERMITTING GUIDELINES



PEOPLE FOCUSED. PERFORMANCE DRIVEN.



Is solar PV right for your building?

Prior to the installation of a solar photovoltaic (PV) system in your home, there are some conservation measures that should be taken to reduce your current energy use. These will not only reduce energy investments and greenhouse gas emissions, but may also allow for the possibility of installing a smaller PV system. Some examples of such conservation measures include:

- A preliminary FREE energy and water audit from Tallahassee City Utilities at **891-4YOU** or Talquin Electric at **627-7651**.
- LED light replacements and retrofits
- Additional Insulation in your attic
- Weather Stripping
- Heating and Air vent sealants
- HVAC cleaning and maintenance
- Upgraded HVAC units with higher energy efficiencies
- Appliances with higher energy efficiencies

Installation:

The 2010 Florida Building Code (FBC) and the 2008 National Electrical Code (NEC) require permits and inspections for solar PV and thermal water heater installations. The FBC requirements include a wind analysis of the host structure (building or home) prepared by a Florida Registered Engineer. This document is required to ensure that the panels have been attached properly and can withstand hurricane force winds. Additional requirements include field inspections to verify the proper installation of the panels to the roof system, or foundation if the system is ground mounted.

The NEC outlines the proper installation of all electrical components of the PV system. Obtaining a solar permit may require review approvals within Development Support and Environmental Management (DSEM), including Development Services and Environmental Services. To assist with timely review and permit issuance, please review the checklist of information required to obtain a solar permit, and an explanation of the inspection process.

Required Submittal Documents:

1. A building permit application will need to be completed for all solar installations.
2. The application can be accessed online at www.LeonCountyFL.gov/DSEM/Applications.



PEOPLE FOCUSED. PERFORMANCE DRIVEN.

3. The manufacturer's installation instructions of the solar panels.
4. An electrical diagram of the system and all electrical connections including inverter placements and system disconnect locations.
5. A wind load analysis for 120 mph (3 second gust) hurricane-force winds.

If system is to be ground mounted, additional information may include a site plan to show location of trees and/or easements.

Other Reviews and Approvals:

1. If trees are to be removed as a component of the solar installation, an environmental permit may be required as outlined in the County's Land Development Code (LDC).
2. Ground mounted solar installations are considered to be accessory structures; as a result the minimum setback requirements as noted in the County's LDC must be met.
3. Your solar installer may wish to "fast track" the permitting process for future installations. After review and approval of the building permit, the licensed contractor can request the submitted information be placed in a "master solar permit file" for future reference.

Permit Fees:

In keeping with the County's commitment to sustainable practices within our community, DSEM recognizes the impact of utilizing solar power to reduce our carbon footprint, reliance of fossil fuels, and property owner's utility cost. Solar installations including photovoltaic and thermal water heating equipment that are proposed as a component of a new building or structure will be covered under the building permit and no additional solar-related permit review fees will apply. Specific to retrofit or stand-alone solar systems, the Board of County Commissioners revised and reduced the fee structure for solar permits in 2011.

Solar Thermal (Water Heating)	
Building permit review	\$91.38
Plumbing permit review	\$91.38
Total fee	\$182.76

Solar Photovoltaic (PV)	
Building permit review	\$91.38
Electrical permit review	\$78.32
Total fee	\$169.70





Permit Submission:

1. Solar PV and thermal permit applications may be submitted electronically through Leon County's web permitting program (Velocity Hall). This web-based permitting is available only for licensed contractors that have a master solar permit on file at DSEM and can be accessed at www.VelocityHall.com.
2. Permits may be delivered to the offices of DSEM (435 N. Macomb, 2nd floor) during regular business hours.

Solar Installation Inspection:

1. Inspections for roof mounted solar PV systems include review of the connections between the solar panel brackets and the roof to ensure that proper connections have been made and that the roof penetrations have been sealed properly.
2. Ground mounted PV systems will require a foundation inspection, which includes verification of the width and thickness of the foundation and the placement of reinforcing steel.
3. Electrical inspections for PV systems are required for both roof and ground mounted systems to ensure the wiring is properly installed, the system inverters are located in the proper locations and that the equipment disconnects are installed as per the NEC. Proper labeling of the breakers in the main distribution panel is also verified during the electrical inspection.
4. Thermal water heating systems will require inspections of the roof panel connection and piping inspections, which will include a pressure test.
5. Additional requirements for inspection may be mandated by your electric utility provider. The applicant or homeowner will need to contact the utility provider directly to determine these requirements.

Notification of Electric Utility Provider:

1. Upon receipt of a solar installation permit application at DSEM, the permit tracking system will automatically notify the electric utility provider of the submittal.
2. After final inspections of the solar PV system are completed and approved by DSEM, the permit tracking system will notify the electric utility that all inspections have been approved and that the system is released for service.

Please note, however, that final approval of the Leon County permit does not qualify the owner for installation of a special metering system, as this is determined directly by the utility.





11/18/2012

DIVISION 8. SUPPLEMENTARY
REGULATIONS FOR SPECIFIC USES

Sec. 10-6.801. Purpose.

The purpose of this division is to provide supplementary development regulations for specific uses requiring additional development standards. (Ord. No. 07-20, § 2, 7-10-07)

Sec. 10-6.802. Accessory structures.

(a) *Generally.* It is the purpose of this section to regulate the installation, configuration, and use of accessory structures, except for accessory dwelling units as provided set out in section 10-6.803, and the conduct of accessory uses, in order to ensure that they are not harmful either aesthetically or physically to residents and surrounding areas. Any number of different accessory structures may be located on a parcel, provided that all of the following requirements are met:

- (1) There shall be a permitted principal development on the parcel, located in full compliance with all standards and requirements of this article. For purposes of this section:
 - a. Barns and other buildings associated with agricultural or silvicultural uses shall be allowed within any zoning district allowing agriculture or silviculture as a principal use, whether or not any other principal use or structure is located on the premises, so long as the applicant provides an affidavit certifying that the building or structure will not be used for habitation. Application and review requirements for such structures shall be according to section 10-7.402.6. In the absence of an executed affidavit, such structures shall be construed to represent potential dwelling units and be subject to review accordingly.
 - b. A dock, boat house, or gazebo accessory building or structure, when used exclusively for noncommercial recre-

ational purposes, may be allowed to be constructed prior to construction of a principal residential structure in any zoning district allowing residential development as a principal use, so long as the applicant provides an affidavit, to be recorded in the records of the clerk of the courts, certifying that the accessory structure will not be used for habitation and the principal structure, when constructed, will meet applicable size standards, based on proportional requirements set out herein. Boat houses and gazebos shall comply with applicable size limitations set out in subsection (2) below; docks shall be limited in size.

- c. Electrical service shall only be provided to a principal or accessory structure, except that:
 1. Electrical service may be provided for wells and pumps in any zoning district.
 2. Within those portions of zoning districts allowing agricultural uses or silvicultural uses not included in the Residential Preservation overlay, electrical service may be provided for the following purposes, regardless as to whether a principal or accessory structure has been permitted on the premises: security lighting, the utilization of power tools, and for agriculturally- and silviculturally-related purposes.
- (2) All accessory structures shall be setback seven and one-half feet from any property line, except as otherwise permitted herein, and must comply with those applicable location, appearance, and size limits and standards established by zoning district, set out in the following chart:

§ 10-6.802

LEON COUNTY CODE

<i>Zoning District</i>	<i>Site Location Standards</i>	<i>Appearance Requirements</i>	<i>Size Limitations</i>
All zoning districts inside USA, except RA zoning district; and, the RC zoning district	May be located in rear yard. May be located in required front yard or side corner yard when principal structure setback is at least 50 feet from the property line. The accessory structure must be setback at least 30 feet from front and side corner property lines. Can be located in the side interior yard, but if in front of the front building facade line, must be setback at least 30 feet from side property line; if behind front facade line, must be setback at least seven and one-half feet from side property line.	When in required front yard or side corner yard, must be similar in architectural style to principal building. In other locations: No architectural requirements.	May be no greater than 1/3 of the size in floor area of the principal building.
LTUF, UF (except RP overlay) and RA zoning districts	May be located in rear yard. May be located in required front yard or side corner yard when principal structure setback is at least 50 feet from the property line. The accessory structure must be setback at least 30 feet from front and side corner property lines. Can be located in the side interior yard, but if in front of the front building facade line, must be setback at least 30 feet from side property line, if behind front facade line, must be setback at least seven and one-half feet from side property line.	No architectural requirements.	May be twice as large as the floor area of the principal building.
Rural (except RP overlay)	May be located in required front, rear, or side yards. Must comply with all applicable minimum yard setbacks.	No architectural requirements.	No size limit.

<i>Zoning District</i>	<i>Site Location Standards</i>	<i>Appearance Requirements</i>	<i>Size Limitations</i>
Outside USA in RP overlay	May be located in rear yard. May be located in required front yard or side corner yard when principal structure setback is at least 50 feet from the property line. The accessory structure must be setback at least 30 feet from front and side corner property lines. Can be located in the side interior yard, but if in front of the front building facade line, must be setback at least 30' from side property line; if behind front facade line, must be setback at least seven and one-half feet from side property line.	When in required front yard or side corner yard, must be similar in architectural style to principal building. In other locations: No architectural requirements.	May be no greater than one-half of the size in floor area of the principal building on parcels of one acre or greater size; otherwise, may be no greater than one-third of the size in floor area of the principal building.

- (3) Accessory structures shall not be located in a required buffer or landscape area.
- (4) Accessory structures shall be included in all calculations of impervious surface and stormwater runoff. Water surface area of a pool will not be considered part of impervious surface for stormwater calculations.
- (5) Accessory structures shall be shown on any site and development plan application.
- (6) Accessory structures shall be located at least six feet from any other structure on the same lot.

(b) *Storage buildings, utility buildings, greenhouses.*

- (1) No accessory buildings used for industrial storage of hazardous, incendiary, noxious or deadly materials shall be located nearer than 100 feet from any property line.
- (2) Vehicles, including travel trailers, recreational vehicles, manufactured housing and mobile homes, shall not be used as storage buildings, utility buildings or other such uses.

(c) *Swimming pools, hot tubs and similar structures.*

- (1) Swimming pools shall be permitted only in side and rear yards. Swimming pools that are accessory to an existing permitted principal residential structure shall not be limited in size of the floor area of the principal structure as noted in the definition of in section 10-1.101 or in the minimum development standards for the applicable zoning district.
- (2) Enclosures for swimming pools which have an impervious roof structure attached to the principal building, shall comply with standards for yard requirements and other accessory building location requirements of this article. Pool enclosures having pervious roofing, regardless of attachment to the principal building, shall not be required to comply with any setback or yard requirement. Minimum setback distances for swimming pools shall be measured from the edge of the water in the pool.
- (3) All pools shall be completely enclosed within an approved wall, fence, or other substantial structure not less than four feet in height. The enclosure shall completely surround the pool and shall be of

§ 10-6.802

LEON COUNTY CODE

sufficient material to prohibit unrestrained admittance to the enclosed area, and shall incorporate the use of self-closing and self-latching doors.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-26, § 2, 8-25-09)

Sec. 10-6.803. Accessory uses.

(a) *Generally.* Accessory uses are permitted only in conjunction with a principal use. The county administrator or designee during project determination will make the determination of compliance with this section.

(b) *Accessory dwelling units.*

(1) *Purpose.* The purpose of this subsection is to provide for inexpensive housing units, making housing available to persons who might otherwise have difficulty finding homes while maintaining and protecting the property values and residential character of neighborhoods where accessory dwelling units are located. Applicable regulations governing accessory dwelling units are set out below.

(2) *General standards:*

- a. Accessory dwelling units shall be allowed in conjunction with the following principal structures: 1) detached single-family residential dwelling units; 2) retail establishments; 3) offices; and, 4) principal industrial structures.
- b. No more than one accessory dwelling unit shall be allowed on any residential lot or within any principal nonresidential structure.
- c. Accessory dwelling units in conjunction with single-family residential structure may be incorporated within or attached to the principal structure or, under limited conditions, specified in section (4)a. below, established as freestanding or detached structures.

- d. All dwelling units accessory to a single-family residential unit shall meet the applicable zoning district front yard setback.
- e. Dwelling units accessory to a single-family residential unit shall be no greater in height than the principal residential unit, except that accessory dwelling units may be located attached to and above an accessory structure, such as a freestanding garage, in which case, the height of the combined structure may be 24 feet. In no instance shall an accessory dwelling unit be so designed and located as to have windows, which at their base elevation, are higher than the eave of any residential dwelling unit located on an adjacent property.
- f. Accessory dwelling units shall be constructed utilizing similar architectural standards as utilized for the design and construction of the principal structure.
- g. Dwelling units accessory to retail, office, and industrial principal structures shall not exceed one-third of the area of the principal structure, nor 2,500 square feet.
- h. In no instance shall a mobile home, standard design manufactured home, or storage shed be used as an accessory dwelling unit.
- i. An accessory dwelling unit shall be required to obtain permitting as a habitable structure.
- j. Deviations may not be granted to the requirements set out in this section except in regard to subsections (2)e. and (4)d. To obtain approval for deviation to the requirements set out in subsections (2)e. and (4)d. under this subsection, the applicant shall demonstrate that, in addition to the general criteria for approval, the proposed placement and elevation of the accessory dwelling unit will not adversely impact any adja-

**DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT DEPARTMENT
FEE SCHEDULE
REVISED MAY 16, 2016**



**EFFECTIVE DATES:
DEVELOPMENT SERVICES & ENVIRONMENTAL SERVICES - OCTOBER 1, 2008
BUILDING PLANS REVIEW & INSPECTION - 1/23/07**

**DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
THE RENAISSANCE CENTER, 2ND FLOOR
435 NORTH MACOMB STREET
TALLAHASSEE, FL 32301
(850) 606-1300**

Fee Category	Fee
Administration	
Copy of Chapter 10, Code of Laws	\$60
Copy of Land Development Regulations Policies and Procedures	\$12
DEVELOPMENT SERVICES FEES	
Zoning	
Letter of Zoning Certification	\$90
Residential Compliance Certificate (RCC)	\$45
Permitted Use Verification (PUV)	\$242
Revision to PUV	\$60
Project Status Determination for Single Family/Manufactured Housing/Other Development Orders	\$120
Board of Adjustment and Appeals Variance Request	\$300
(+ Direct Notice and Legal Advertisement Fee)	\$660
Planned Unit Development (PUD)	Refer to Type D Site Plan for Fees
Major Modification to PUD Concept Plan	\$4,800 (+ direct notice fee of \$2,640)
Minor Modification to PUD Concept Plan	\$1,500
Concurrency Management	
Residential	\$156 first dwelling unit + \$24/additional dwelling unit
Non-residential	\$228 first 1,000 sq. ft. + \$48/additional 1,000 sq. ft.
Extension of Concurrency Certificate (2 Years)	20% of original fee
Revision of Approved Concurrency Certificate	50% of original certificate fee, not to exceed \$600
Other Jurisdiction Concurrency Application Review	\$90
Concurrency Review with Comp. Plan Amendment Proposal	(See concurrency review fees)
Subdivisions, Site and Development Plans	
Sketch Plan (required for pre-application)	Type A, Limited Partition and all others \$600
Subdivision Exemptions	
Boundary Settlement	\$756
Conveyance to Government and Franchise	\$540
Creation of Equal or Larger Parcels	\$756
Corrective Instruments	\$540
Additional Dwelling Unit without Subdivision (per unit)	\$228
Prior Improperly Subdivided Lots (Letter of Exception)	\$228
Unity of Title	\$156
Release of Unity of Title	\$132
Judicial Exception	\$300
Policy 2.1.9 Subdivision	\$900
Limited Partition Subdivision	\$3,828
One into Two Lot Subdivision	\$1,920
Type "A" Site and Development Plan (maximum of \$6,000, + \$950 direct notice fee)	
Non-Residential	\$2,436 + \$0.85/sq. ft. of building + \$950 direct notice fee
Residential	\$4,476 + \$96/dwelling unit + \$950 direct notice fee
Type "B" Site and Development Plan (maximum of \$12,000, + \$1,690 direct notice fee)	
Non-Residential	\$3,828 + \$0.56/building sq. ft. + \$1,690 direct notice fee
Residential	\$6,024 + \$78/dwelling unit + \$1,690 direct notice fee
Type "C" Site and Development Plan (maximum of \$12,000, + \$2,640 direct notice fee)	
Non-Residential	\$3,756 + \$0.55/building sq. ft. + \$2,640 direct notice fee
Residential	\$4,500 + \$48/dwelling unit + \$2,640 direct notice fee
Type "D" Site and Development Plan (maximum of \$6,000 + \$2,640 direct notice fee)	
Residential or Non-residential Final Plan	\$3,000 + \$2/dwelling unit or \$12/acre + \$2,640 direct notice fee
Administrative Staff Approval Process (ASAP)	\$600
Minor Modification to Approved Site and Development Plan	\$756
Major Modification to Approved Site and Development Plan	\$1,500
Substantial Change to Approved Site and Development Plan	See review fees
Request for Deviation from Development Standards	\$600
Request for Parking Standards Committee Review	\$600
Site and Development Plan Approval Extension (3 Year)	\$1,200
Additional (continued DRC meeting)	\$300
Notice of Intent to Appeal DRC Decision	\$90 + \$30 for each additional party

Fee Category	Fee
Plats	
Residential (Public Works)	\$360, + \$6 per dwelling unit
Non-residential Plat (Public Works)	\$360, + \$60 per acre in excess of 1.0 acres
Vacate and Abandonment of Recorded Plats	
Roads, Plats, or Utility/Drainage Easements	\$600
Direct Notice and Legal Advertisement Fee per Request (Public Works)	\$360
Address Assignment and Street Naming	
New Address Assignment	\$156
Address / City of Tallahassee (for utility setup)	\$156
Street Name Change Application	\$240 (+ direct notice fee of \$660)
Street Name Sign Fee (Public Works)	\$284
Land Use and Code Compliance Determinations	
Off-site Sign (Billboard) "Site Plan" Review	\$600
Modification to Approved Off-site Sign	\$480
Temporary Sign Application	\$60
Other Sign Permit Compliance Reviews	\$240
Temporary Use "Site Plan" Review	\$210
Alcoholic Beverage License Review	\$300
Annexation / De-annexation Review	\$600
Compliance Certification Letter	\$90
Developments of Regional Impact (DRI)	
DRI Application for Development Approval (ADA)	\$18,000
DRI Substantial Deviation	\$9,600
DRI Notice of Proposed Change (no substantial deviation)	\$6,000
Development Services Miscellaneous Fees	
Development Agreement	\$10,200
Revision to Approved Development Agreement	\$3,600
Regional Activity Center Designation	\$10,200
Other Jurisdiction Comp Plan Amendment Review (per amendment)	\$120
Notice of Claim of Vested Rights	\$360
Research Fee	\$90/hour
ENVIRONMENTAL SERVICES FEES	
Environmental Management Permit (EMP) Standard Form	
Residential Subdivisions (one dwelling unit per lot)	Base fee of \$2,388 for 1 st 5,000 sq. ft. of impervious area + \$0.13/sq. ft. over 5,000 sq. ft., with a max of \$90,000.
Non-residential and Others	Base fee of \$2,388 for 1 st 5,000 sq. ft. of impervious area + \$0.13/sq. ft. over 5,000 sq. ft., but less than 100,000 sq. ft., + a fee of \$0.24/sq. ft. for 100,000 sq. ft. and above.
EMP Short Form/Residential and Non-residential	
Short Form A	\$372
Short Form B – Low Intensity	Base fee of \$720 for 1 st 5,000 sq. ft. of disturbed area + \$0.02/sq. ft. in excess of 5,000 sq. ft.
Short Form B – High Intensity	Base fee of \$1,344 for 1 st 5,000 sq. ft. of disturbed area + \$0.01/sq. ft. over 5,000 sq. ft.
EMP Environmental Analysis	
Part 1 – Natural Features Inventory (NFI), without Flood Plain	\$1,584 base fee + \$28/acre over 5 acres
Part 1 – NFI with Floodplain	\$2,064 base fee + \$29/acre over 5 acres
NFI for Policy 2.1.9, Limited Partition and Judicial Subdivisions	\$1128
NFI – No Impact	\$180
Part 2 – Environmental Impact Analysis (EIA), without Floodplain	\$1,356 base fee, + \$24/acre over 5 acres
Part 2 – EIA with Floodplain	\$1,890 base fee, + \$30/acre over 5 acres
Part 2 – EIA with Floodplain and Off-site Stormwater Discharge	\$1,890 base fee, + \$36/acre over 5 acres
Amendments/Resubmittals/EMP Extension Requests	
Amendment to Approved EIA or EMP	50% of initial fee up to maximum of \$1,200
Request for Additional Information (RAI)*	
Request for EMP Extension	
Landscaping and Related Permits	
Landscape Permit	Base fee of \$780 for 1 st 5,000 sq. ft of impervious area + \$0.01/sq. ft. over 5,000 sq. ft., but less than 50,000 sq. ft. + a fee of \$0.02/sq. ft. 50,000 sq. ft. and above

Fee Category	Fee
Tree Removal Permit	Base fee \$114 for first 100 trees + \$1.97/tree over 100
Vegetative Management Plan	\$120
EMP Inspections	
Follow-up Inspection (after unsatisfactory follow-up to violation inspection)	\$240
Repeat Final Inspection (after unsatisfactory environmental final inspection)	\$288
EMP Operating Permits	
Operating Permit (fee is not required for individual single family lots)	\$628
Operating Permit Renewal	\$120 if less than 5,000 sq. ft. impervious and no structures or filters; all others \$300
Communication Towers	
Communication Tower Bond	\$1,022
Communication Tower Bond Renewal	\$540
Communication Tower Bond Cancellation	\$360
Environmental Compliance Miscellaneous Fees	
General Utility Permit	\$14,190
Board of County Commissioners' Environmental Management Act Variance Request	\$1,440
Discovery Inspection Fee for No-permit Violations	\$120 - \$1,200
Research Fee	\$90/hour
BUILDING PLANS REVIEW & INSPECTION FEES	
Building Permits – New Construction and Additions	
City of Tallahassee Fire Plan Review Fee	\$0.02 per sq. ft. under roof
Industrial Permits	\$0.34 per sq. ft. under roof
Commercial Permits	\$0.51 per sq. ft. under roof
Residential Permits	\$0.48/sq. ft. under roof including porches, garages, carports and detached accessory structures
Plans Review Fees, Commercial (based on construction costs)	
\$50,000 - \$100,000	\$74.41
\$100,000.01 - \$500,000	\$104.43
\$500,000.01 - \$1 million	\$139.68
\$1,000,000.01 - \$2 million	\$211.47
\$2,000,000.01 - \$3 million	\$281.97
\$3,000,000.01 - \$5 million	\$348.54
Over \$5 million	\$706.22
Remodeling & Repair Work (based on cost of the building construction)	
\$1.00 - \$2,000	\$91.38
\$1,000.01 - \$15,000	\$212.78
\$15,000.01 - \$50,000	\$386.40 + \$15.60/thousand over \$15,000.01
\$50,000.01 - \$100,000	\$998.63 + \$14.10/thousand over \$50,000.01
\$100,000.01 - \$500,000	\$1644.80 + \$7.77/thousand over \$100,000.01
\$500,000.01 - \$1 million	\$5,305.15 + \$3.97/thousand over \$500,000.01
Electrical Permit Fees	
Electrical Permit Fee	\$62.66
Open Electrical Work	
For the wiring of ea. fixture, drop or receptacle device, or to ea. wall or pendant switch not attached to the fixture including fixtures, drops or receptacle devices and switches when installed at the same time as the wiring for branch circuits	\$0.90
Electric Signs	
For each electrically illuminated sign requiring less than 1,650 watts	\$32.40
For each electrically illuminated sign requiring more than 1,650 watts, but less than 3,350 watts	\$41.77
Fans	
For each ceiling fan, bath exhaust fan, kitchen range hood, or exhaust fan permanently attached to the branch circuit wiring	\$3.42
Light Fixtures	
For each lighting fixture, including drop lights, recessed lights, wall or flush receptacles or other receptive devices not having soldered joints	\$1.20
Motor Generators	
For each electrical motor of ¾ hp or less operating at 600 volts or less	\$6.03
For each electrical motor of over ¾ hp and not over 5 hp operating at 600 volts or less	\$13.07

Fee Category	Fee
Electrical Services	
Temporary Electric Service	\$32.64
Permanent Electric Service of 200 amps or less	\$15.66
Permanent electric service or panel of over 200 amps, but not over 400 amps	\$36.55
Permanent electric service or panel of over 400 amps, but not over 600 amps	\$48.30
Permanent electric service or panel of 600 amps, but not over 800 amps	\$62.66
For a permanent electric service or panel of over 800 amps, add for each 100 amps or fraction thereof over 800 amps	\$6.03
Gas Permit Fees	
Gas Permit Fee	\$73.10
Inspection of gas piping at one location (including both rough and final piping inspection)	\$73.10 for 1-4 outlets, inclusive; \$15.53 for each additional outlet
Inspection of conversion burners, floor furnaces, incinerators, boilers or control heating or air conditioning units	\$73.10 for one unit; \$15.53 for each additional unit
Inspection of vented wall furnaces and water heaters	\$34.70 for one unit; \$15.53 for each additional unit
Mechanical Permit Fees	
New construction with complete HVAC equipment and duct work	\$159.26 for each system
Existing buildings where additional mechanical work is done, or HVAC equipment change-outs are made	\$79.63
Plumbing Permit Fees	
Plumbing Permit Fee	\$91.38
For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$8.51
Each House Sewer	\$8.51
Each Water Heater and/or Vent	\$8.51
Water Treatment Equipment	\$8.51
Repair or Alteration of Drainage or Vent Piping	\$8.51
Vacuum Breakers and Backflow Preventers (1-5)	\$8.51
Manufactured Home Fees	
Manufactured Home Permit (inclusive)	\$385.09
Swimming Pools	
In-Ground Pools	\$382.48
Above-Ground Pools	\$78.32
Solar Installations	
Solar Photovoltaic Systems	\$169.70
Solar Water Heating Systems	\$182.76
Miscellaneous Fees	
Abandoned Property Registration	\$150
Automated Permits	\$112.26
Building Re-Inspection Fee	\$65.27
Demolition Fees	\$197.12 for any building or structure
Driveway Connection Fee (Class I - Single Family Residence & Mobile Home)	\$185.00
Driveway Connection Fee (Class II)	\$500.00
Driveway Connection Fee (Class III & IV)	\$1,500.00
Moving any Building or Structure	\$436.00
State Notice of Commencement	\$5.00
State Surcharge Fee	3% of permit fee total, but not less than \$4
Temporary Facilities	\$74.41 for tents or temporary facilities for revivals, carnivals, etc., for periods not to exceed 30 days

* RAI – If a 3rd RAI is needed to address the same issue.


**Leon County
Board of County Commissioners**

Notes for Agenda Item #24

Leon County Board of County Commissioners Agenda Item #24

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on Leon County's 2016 9/11 Day of Remembrance and Service

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Eryn Calabro, Director of Human Services and Community Partnerships Matt Cavell, Director of Community and Media Relations Shington Lamy, Assistant to the County Administrator for Citizens Engagement
Lead Staff/ Project Team:	Lamarr Kemp, Director of Housing Britney Smith, Public Information and Communications Manager Jeri Bush, Director of Volunteer LEON

Fiscal Impact:

This item has a fiscal impact to the County. Funding for the event is provided by nonprofit participants, Holland & Knight, and Leon County's Division of Volunteer Services budget.

Staff Recommendation:

Option #1: Accept the status report on Leon County's 2016 9/11 Day of Remembrance and Service event.

Report and Discussion

Background:

This agenda item provides the Board an overview of the planned activities related to Leon County's 9/11 Day of Remembrance and the corresponding Day of Service. Both events will occur prior to the next regularly scheduled Board meeting in September. Staff will provide the Board specific information later in the summer as details are finalized for both events.

Beginning in 2011, on the tenth anniversary of the tragic attacks of 9/11, Leon County established the community's annual 9/11 Day of Remembrance and Service. Since that time, Leon County's 9/11 Day of Remembrance and Service has earned several national and local awards for community service and citizen engagement. Most notably, Leon County's 9/11 Day of Remembrance and Service earned a 2015 National Association of Counties Best in Category award for being an exemplary volunteer service project.

In 2009, Congress designated September 11 as a National Day of Remembrance and Service. Historically, Leon County's 9/11 Day of Remembrance and Service has involved two different components. First, in August of each year, Leon County organizes a service day that brings together community volunteers, nonprofits, and County employees to help revitalize a neighborhood. Volunteers perform neighborhood-wide clean ups, build handicap ramps, and paint the inside and outside of homes. Secondly, during the month of September, Leon County hosts a formal ceremony recognizing the tragic events of 9/11 that also reminds the community about the sense of unity that followed the 9/11 terrorist attacks.

In previous years, nonprofits such as the Tallahassee Fuller Center for Housing and Ability 1st have contributed resources to the day of service. In addition, the Holland & Knight law firm has provided monetary support as well as staff assistance during the formal ceremony at the FSU College of Law to prepare and distribute military care packages to local soldiers deployed overseas.

Analysis:

In 2016, Leon County will build on five years of continued success in the community by hosting a day of service in August that will revitalize an area neighborhood. The Leon County's Office of Human Services and Community Partnership's Housing Division is working with community partners to identify the targeted neighborhood for this year's day of service. Depending upon the final neighborhood selected, County staff, volunteers and participating partner agencies will perform activities such as constructing handicap ramps, painting, and general clean-up and perform other specific revitalization projects across the selected neighborhood. Work will be performed in coordination with the Tallahassee Builders Association's Builders Care group, the Tallahassee Fuller Center for Housing, Ability 1st as well as different work areas across the County from Public Works to VolunteerLEON. In September, Leon County will again host a formal ceremony recognizing not only the community service performed in August, but also the volunteer service provided all year long throughout Leon County. The ceremony will occur at the FSU College of Law. The formal program will involve the presentation of colors, a keynote speaker, and this year's winner of the Glenn J. Winuk Humanitarian Service Award. The Winuk Award is sponsored by Holland & Knight and recognizes the sacrifices and community service of a County resident. Previous awards have recognized Honor Flight Tallahassee and other veterans' causes, as well as direct human services providers.

As a part of this year's formal ceremony, military care packages will be prepared for soldiers deployed overseas. The care packages will contain children's artwork, food, games, and letters from those who attended the ceremony. Attendees will also receive more information about volunteering to help the community and how to get connected with area nonprofits.

Options:

1. Accept status report on Leon County's 2016 9/11 Day of Remembrance and Service.
2. Do not accept status report on Leon County's 2016 9/11 Day of Remembrance and Service.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #25

Leon County Board of County Commissioners

Cover Sheet for Agenda #25

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Estimated Amount of \$3,736,411 for Sidewalk and Associated Work Construction, Continuing Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Chris Muehlemann, P.E., Chief of Engineering Design Shelly Kelley, PMP, Purchasing Director

Fiscal Impact:

This item has a fiscal impact. Funding for sidewalk projects is included in the FY 2016 and the proposed FY 2017-2019 budgets. This Agreement, if authorized by the Board, would be used to complete projects for the remainder of FY 16 through FY 19.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the estimated amount of \$3,736,411 for Sidewalk and Associated Work Construction, Continuing Services, (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks Board approval of an Agreement awarding bid to Allen's Excavation, Inc. for Construction of the Sidewalk and Associated Work, Continuing Services in the amount of \$3,736,411 based on estimated bid quantities. The current Sidewalk and Associated Work Construction, Continuing Services contract expired on June 30, 2016. If approved, the new agreement will continue Sidewalk and Associated work Construction services for two years with the optional County approved one year extension.

Leon County's Sidewalk Program consists of projects classified as either Safe Routes to Schools or Community Sidewalk Enhancements. The continuing supply contract being recommended for award provides for the construction of sidewalks and any work associated with the construction of sidewalks at various locations within Leon County.

Analysis:

The Invitation to Bid for Construction of the Sidewalk and Associated Work, Continuing Services was advertised locally on March 28, 2016. A total of 643 vendors were notified through the automated procurement system. Forty-six vendors requested bid packages, and the County received four bids on April 28, 2016. The lowest responsive bidder was Allen's Excavation, Inc. for an estimated total bid price of \$3,736,411 (Attachment #2). The second lowest responsive bid was received from Sandco, Inc. for an estimated total of \$4,505,830. The bid difference between the lowest and the second lowest is \$769,419. This is a unit price contract and the Contractor will be paid based on the actual quantity used for each individual pay item (Attachment #3).

Although Hale Contracting, Inc.'s bid was lower, they were considered nonresponsive by the Purchasing Division; as they did not meet the MWSBE aspirational targets set forth in the bid and did not submit a Good Faith Effort Form (Attachment #4). The following table summarizes the bids. Allen's Excavation, Inc., M of Tallahassee, Inc., and Sandco, Inc. all met or exceeded the MWBE aspirational targets.

Company	Total Bid
M of Tallahassee, Inc.	\$ 4,768,734
Allen’s Excavation, Inc.	\$ 3,736,411
Sandco, Inc.	\$ 4,505,830
Hale Contracting, Inc.	\$ 3,394,634 * Nonresponsive
*Hale Contracting, Inc. exceeded the MBE Aspirational Targets for Construction Subcontracting; however, the WBE Aspirational Target for construction was not met. The Good Faith Effort Form was not submitted, nor the required supporting documentation, with their bid response as required by Policy 96-1. Therefore, they have been deemed nonresponsive by the Purchasing Division.	

On May 2, 2016 the Purchasing Division posted an Intended Decision to Award the ITB to Allen’s Excavation, Inc. On May 2, 2016 Hale Contracting, Inc. submitted an Intent to Protest the Intended Decision, and on May 3, 2016 was provided with information relating to protest procedures. On May 12, 2016 Hale Contracting, Inc. timely submitted a formal protest along with the required protest bond.

Pursuant to Purchasing Policy 96-1, the Procurement Appeals Board, appointed by the County Administrator, is responsible for addressing the formal protest of the Intended Decision. The Procurement Appeals Board consisted of the following individuals:

- Maggie Theriot, Chair, Office of Resource Stewardship
- Tim Barden, member, Office of Management & Budget
- Robert Mills, member, Department of Public Works

A Procurement Appeals Board hearing was scheduled for June 10, 2016. Hale Contracting, Inc. was present as the Petitioner (Protester). Purchasing staff was present to represent the procurement process. The Minority, Women, and Small Business Enterprise Director was present as a witness. Upon conclusion of closing statements by Hale Contracting and the Leon County Purchasing Director, the Procurement Appeals Board began deliberations. The Procurement Appeals Board considered allegations raised by Hale Contracting, Inc., and based upon competent, substantial evidence presented during the hearing, the Procurement Appeals Board unanimously ruled to uphold the County’s Notice of Intended Decision of Award, dated May 2, 2016. Therefore, the Procurement Appeals Board rejected the claims raised by Hale Contracting, Inc. and recommended that the contract be awarded to Allen’s Excavation, Inc. (Attachment #5).

This item seeks Board approval of an Agreement awarding bid to Allen's Excavation, Inc. for Construction of the Sidewalk and Associated Work, Continuing Services in the amount of \$3,736,411 based on estimated bid quantities. The current Sidewalk and Associated Work Construction, Continuing Services contract expired on June 30, 2016. If approved, the new agreement will continue Sidewalk and Associated work Construction services for two years with the optional County approved one year extension.

The County's Sidewalk Policy requires staff to provide the Board with an annual status report on the sidewalk program to include an update on the funding allocations and distribution of funds between Safe Routes to School (SRTS) and Community Sidewalk Enhancement projects. The annual status report also provides staff an opportunity propose new sidewalk segments that meet the policy criteria for the Board's approval.

The annual status report on the sidewalk program was recently presented and approved by the Board as a budget discussion item during the June 14, 2016 Budget Workshop. As presented in that item, staff anticipates the following Tier 1 Safe Route to School (SRTS) sidewalks to be constructed utilizing this contract.

- Tram Road, Zilah to Crossing Rocks Rd: survey complete; currently working on National Features Inventory and design/permitting; construction anticipated for completion in FY17.
- Chadwick Way, Bull Headley Road to Deer Lake: survey complete; currently working on National Features Inventory and design/permitting; right of way acquisition is slated for FY17, with construction to be completed in FY18.
- Natural Bridge Road, Woodville Highway to Taff Road: survey complete; currently working on National Features Inventory and design/permitting; construction anticipated for completion in FY18.
- Beech Ridge Trail, Kinhega Drive Lawton Chiles Drive: survey complete; currently working on National Features Inventory and design/permitting; right of way acquisition is slated for FY17, with construction to be completed in FY18.
- Lonnie Road, Miccosukee Road to Dempsey May Road: survey ongoing; currently working on design/permitting; construction anticipated for completion in FY17.
- Gearhart Road, from Mission Road to Capital Circle Northwest: Currently resolving CSX requirements for a railroad crossing easement. Design/Permitting is the next phase. This construction will be jointly funded with the City for the segment in the City limits.
- Chaires Crossroad, Chaires Elementary School to Parkhill Road: Design/Permitting is ongoing to allow review and determine right of way needs.

Funding for sidewalk projects is included in the FY 16 and proposed FY 17 - FY 19 budgets. Beginning in FY17 and FY18, staff anticipates beginning design and permitting for the remaining Tier 1 Safe Routes to School projects, and the next phase of Tier I Community Side Walk Enhancements.

Options:

1. Approve the Agreement awarding bid to Allen's Excavation, Inc. in the estimated amount of \$3,736,411 for Sidewalk and Associated Work Construction, Continuing Services (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Allen's Excavation, Inc., in the estimated amount of \$3,736,411 for Sidewalk and Associated Work Construction, Continuing Services.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement
2. Bid Tabulation Sheet
3. Bid Pricing Sheet
4. MWBE Analysis
5. Procurement Appeals Board Final Order

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 ALLENS EXCAVATION, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County services related to sidewalk and associated construction in accordance with: 1) Sidewalk and Associated Work Construction, Continuing Services Bid# BC-04-28-16-22 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:

The Agreement shall be for a period of two (2) years, commencing on August 1, 2016, and shall continue until July 31, 2018. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than one additional one (1) year period. Such one (1) year extension will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

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

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Chris Muehlemann
Street Address: 2280 Miccosukee Rd.
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1536
E-mail: muehlemannc@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 20__.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A - Sidewalk and Associated Work Construction, Continuing Services Bid# BC-04-28-16-22
Exhibit B - Contractor's Bid Submission

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

ALLENS EXCAVATION, INC.

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Name: _____

Date: _____

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

draft

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure acceptance of your Bid, please follow these Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-04-28-16-22
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. One electronic copy, one printed ORIGINAL with manual signature. 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. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

PURPOSE:

Leon County is seeking the continuing supply services of a qualified vendor for the construction of sidewalks at various locations within Leon County, Florida. The scope of work to be performed under this bid will include sidewalk construction and any work associated with construction of a sidewalk within an open swale system or a curb & gutter system between the edge of the vehicular travel lane and the right-of-way line including but not limited to enhancing and maintaining existing drainage system, driveway reconstruction, embankment or retaining wall construction to support the sidewalk, and shoulder reworking. All quantities represent good faith estimates made by Leon County. Actual in-place quantities may vary from those shown and described in the contract documents. Leon County does not guarantee purchase of the full amounts shown or indicated for any item within this document.

The initial agreement term will be two (2) years. After the initial two (2) year period, at the sole discretion of the County, this contract may be extended for no more than one additional one (1) year period. Such one year extension will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty days prior to the expiration date of the current term. Price increases, if any, may be negotiated at the time of contract renewal. In no case shall any increase exceed the increase in the Consumer Price Index during the contract term.

For further information please see:

- Attachment A – Technical Specifications
- Attachment B - Typical Sidewalk Location (with open ditch)
- Attachment C - Typical Sidewalk Location (with curb and gutter)
- Attachment D – Typical Raised Sidewalk (with French drain)
- Attachment E – Bid Pricing Sheet

A workable Excel spreadsheet of the Unit Pricing may be found at:
<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

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 County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the 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
03/28/2016	Release of the ITB
04/13/2016 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
<p>Not later than: 04/18/2016 at 5:00 p.m.</p>	<p>QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.</p>
<p>Not later than: 04/28/2016 at 2:00 p.m.</p>	<p>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.</p>

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Don Lanham or Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail Lanhamd@leoncountyfl.gov or 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 the last day for questions or clarifications posted above, 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, 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.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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 or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

CONTRACTOR'S QUALIFICATIONS

The Contractor must be either prequalified by the Florida Department of Transportation (FDOT) for the Sidewalks Specialty Class of Work or provide proof of three sidewalk projects constructed by the Contractor in the past three years totaling a minimum of 2,000 linear feet.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid. Bidders are to use \$1,000,000.00 as the basis for the bid guarantee bond.

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

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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 Business Enterprise (WBE) 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 MBEs 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

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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 MBEs and WBEs 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(s). 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 MBEs and/or WBEs.

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

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):

- 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
- 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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, and 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

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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,

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

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.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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 beginning of each Notice to Proceed issued for each job.

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 _____ day of _____, 2016.

(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.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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 the time specified for each separate project. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2016 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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(I)(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

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if thin the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

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.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

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
- _____ Electronic copy
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations
- _____ Bid Pricing Sheet, Sidewalk Continuing Supply Contract
- _____ Florida Department of Transportation (FDOT) Certification

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 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

Bill Proctor
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Allen's Excavation, Inc.
(Firm Name)

BY

Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

ADDRESS

1403 Woodville Hwy
Tallahassee FL 32305

TELEPHONE

850-421-6872

FAX

850-421-2391

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Unit price sheet total: \$3,736,411.44

**BID PRICING SHEET
SIDEWALK CONTINUING SUPPLY CONTRACT**

PAY ITEM	UNIT	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	LS	MOBILIZATION (Note 1)	LS	\$256,493.44	\$256,493.44
102-1	DA	MAINTENANCE OF TRAFFIC (Note 6)	1095	\$250.00	\$273,750.00
102-99	PS/ED	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP (Note 5)	1095	\$20.00	\$21,900.00
104-10-3	LF	SEDIMENT BARRIER	2,000	\$2.00	\$4,000.00
110-1-1	AC	CLEARING AND GRUBBING	20.00	\$3,000.00	\$60,000.00
110-7-1	EA	MAILBOX (FURNISH AND INSTALL)	150	\$125.00	\$18,750.00
120-1	CY	EXCAVATION REGULAR	7,500.00	\$7.50	\$56,250.00
120-2-2	CY	EXCAVATION BORROW (TRUCK MEASURE)	5,500.00	\$10.00	\$55,000.00
120-6	CY	EMBANKMENT	6,500.00	\$5.00	\$32,500.00
400-1-2	CY	CONCRETE CLASS I (ENDWALL)	60	\$500.00	\$30,000.00
425-1-521	EA	INLETS (DITCH BOTTOM) TYPE 'C' <10'	20	\$2,000.00	\$40,000.00
425-1-541	EA	INLETS (DITCH BOTTOM) TYPE 'D' <10'	25	\$3,000.00	\$75,000.00
425-1-549	EA	INLETS (DITCH BOTTOM) TYPE "Modified" (Note 2)			
425-6	EA	VALVE BOX (ADJUST)	30	\$100.00	\$3,000.00
430-174-118	LF	PIPE CULVERT OPT. MATERIAL CLASS II (18") RCP	1,750	\$48.00	\$84,000.00
430-174-124	LF	PIPE CULVERT OPT. MATERIAL CLASS II (24") RCP	1,000	\$60.00	\$60,000.00
430-174-130	LF	PIPE CULVERT OPT. MATERIAL CLASS II (30") RCP	1,000	\$72.00	\$72,000.00
430-174-136	LF	PIPE CULVERT OPT. MATERIAL CLASS II (36") RCP	175	\$84.00	\$14,700.00
430-984-125	EA	MITERED END SECTION (18")	50	\$450.00	\$22,500.00
430-984-129	EA	MITERED END SECTION (24")	30	\$650.00	\$19,500.00
430-984-133	EA	MITERED END SECTION (30")	15	\$850.00	\$12,750.00
430-984-138	EA	MITERED END SECTION (36")	10	\$1,250.00	\$12,500.00
515-1-2	LF	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	500	\$38.00	\$19,000.00
515-2-311	LF	PEDESTRIAN/BICYCLE RAILING	950	\$100.00	\$95,000.00
520-1-10	LF	CURB & GUTTER CONC. (TYPE F)	6,000	\$15.00	\$90,000.00
522-1	SY	SIDEWALK (4" THICK) W/ FIBER MESH ADDED	32,000.00	\$42.00	\$1,344,000.00
522-2	SY	SIDEWALK (6" THICK) W/ FIBER MESH ADDED	8,500.00	\$48.00	\$408,000.00
523-1	SY	PATTERNED/TEXTURED PAVEMENT (Paveway System)	250.00	\$135.00	\$33,750.00
527-2	EA	DETECTABLE WARNING (truncated dome mat)	130	\$250.00	\$32,500.00
536-1-1	LF	GUARDRAIL	400	\$30.00	\$12,000.00
546-71	PS	RUMBLE STRIP SETS	40	\$100.00	\$4,000.00
550-10212	LF	FENCING, TYPE B, 0.5-5.0', W/ VINYL COATING	1,000	\$20.00	\$20,000.00
550-10420	LF	FENCING, WOOD FENCE, 5.1-6.0'	500	\$18.00	\$9,000.00
550-10-2	LF	FENCE (RESET EXISTING)	750	\$7.00	\$5,250.00
570-9-1	MG	WATER FOR GRASSING	950.000	\$25.00	\$23,750.00
575-2-3	SY	PERFORMANCE TURF (CENTIPEDE)	75,000.00	\$2.25	\$168,750.00
577-70	SY	SHOULDER RE-WORK	2,500.00	\$2.00	\$5,000.00
700-1-11	AS	SIGN, SINGLE POST	100	\$250.00	\$25,000.00
700-1-50	EA	SIGN, EXISTING (RELOCATE)	75	\$50.00	\$3,750.00
710-11123	LF	PAINTED PAVT MARK, STD, WHITE, SOLID 12"	4,640.00	\$2.00	\$9,280.00
710-11101	LF	PAINTED PAVT MARK, STD, WHITE, SOLID 6"	2,100.00	\$1.00	\$2,100.00
711-11123	LF	TRAFFIC STRIPE SOLID (THERMO) NON-SKID (WHITE) 12"	4,640.00	\$4.00	\$18,560.00
711-11101	LF	TRAFFIC STRIPE SOLID (THERMO) NON-SKID (WHITE) 6"	6,000.00	\$2.00	\$12,000.00
LC-010	EA	TREE PROTECTION	1,000	\$25.00	\$25,000.00
LC-030	SY	SIDEWALK (8" THICK) W/ FIBER MESH ADDED (Note 3)	1,000.00	\$56.00	\$56,000.00
LC-050	LF	PEDESTRIAN BRIDGE (Note 4)			
LC-070	CY	2" BEDROCK SAND	782.00	\$15.00	\$11,730.00
LC-090	CY	30% AGGREGATE (SILICA OR GRANITIC BASED W/ MIN. 30% POROSITY)	195.00	\$30.00	\$5,850.00
LC-110	SY	D-3 FILTER FABRIC	5182.00	\$2.00	\$10,364.00
LC-130	LF	CONCRETE SIDEWALK SKIP CURB (Note 7)	5182.00	\$12.00	\$62,184.00
GRAND TOTAL:					\$3,736,411.44

- Note 1 8% of construction cost excluding Maintenance of Traffic on an individual project basis
- Note 2 Modified DBI may be required Size and Quantity will be determined on a project specific basis. Price will be negotiated on actual assignment.
- Note 3 Needed at Intersecting Roads for Buses, Garbage Trucks, etc.
- Note 4 Cost & quantity of Pedestrian Bridge Construction will be negotiated with actual assignment.
- Note 5 Item 102-99 used prior to construction for community outreach and during construction as part of MOT
- Note 6 Item 102-1 shall not include VMS daily charge
- Note 7 See Raised Sidewalk with French Drain Typical Section

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (INA)).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation, Inc.

Signature: Allen Welden Title: President.

STATE OF FL
COUNTY OF LEON

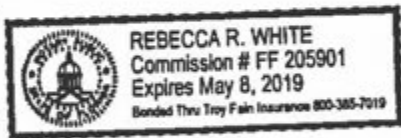
Sworn to and subscribed before me this 28 day of April, 2016

Personally known

[Signature]
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____



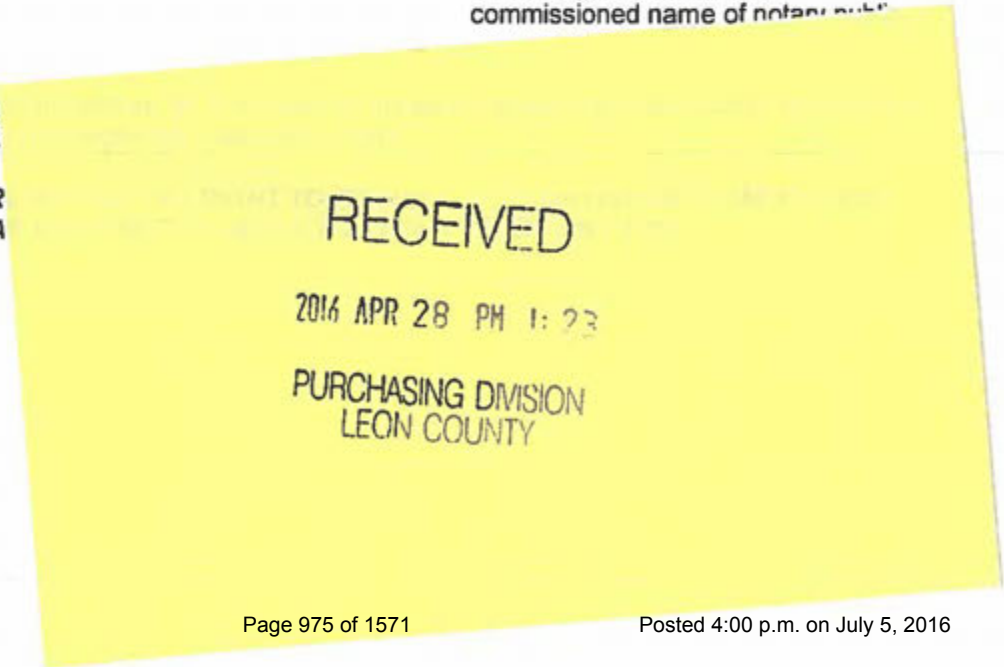
(Type of identification)

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit
accuracy of this affidavit t

LEON COUNTY R
A



Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Allen's Excavation, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services

Bid No: BC-04-28-16-22

Opening Date: Thursday, April 28, 2016 at 2:00 PM

- ___ c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- ___ d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- ___ e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- ___ f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- ___ g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- ___ h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE=s, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 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. Unique Concrete	Tallahassee, FL Leon	656-3359	B	\$570,190 ⁰⁰	concrete work
b. Capital City Contracting	Tallahassee, FL Leon	251-4951	B	\$30,000 ⁰⁰	concrete work
c. Gaines, Sons	Tallahassee, FL Leon	893-4084	B	\$35,000 ⁰⁰	striping
d. Delacy Farm Sod	Havana, FL Gadsden	539-5008	F	\$154,000 ⁰⁰	sodding
e. Bannerman Landscape	Tallahassee, FL Leon	668-1189	F	\$182,277 ⁰⁰	concrete work arborist, erosion control
f.					
Total Bid Amount \$ 3,736,411.44		Total MWBE Participation \$ 971,467.00		MBE Participation % 17 WBE Participation % 9 (MBE or WBE Participation \$ Total Bid \$)	

¹ Certification B Attach and submit a copy of each MBE and WBE certification with the proposal.

² Ethnic Group B Use following abbreviations- for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. B&T Fence	Tallahassee, FL	942-1003	\$155,000.00	fencing; hand rail
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Allen Wecker
Title: President
Firm: Allen's Excavation, Inc.
Address: 6403 Woodville Hwy
Tell., FL 32305

draft

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 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.

Allen Weldon
BIDDER'S SIGNATURE

Allen Weldon, President
TITLE

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	Allen's Excavation Inc.		
Street Address:	10403 Woodville Hwy		
City, State, Zip:	Tallahassee, FL 32305		
Taxpayer ID Number:	59-2584971		
Telephone:	850-421-10872	Fax:	850-421-2391
Trade Style Name:	Allen's Excavation, Inc.		

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: FL Date Established: March 1980

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Allen Weldon	President	421-10872	allensexavation@hotmail.com
Heath Weldon	Sec. Treas.	↓	
Brian Weldon	Vice Pres.	↓	

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	Heath Weldon		
License Type:	underground utilities & excavation		
License Number:	CUC 1224114	Expiration Date:	8/31/16

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type: <u>Excavation Contractor</u>	
License Number: <u>LC EX0040</u>	Expiration Date: <u>9/30/16</u>

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	<u>BB & T - Landrum - Jaeger</u>
Contact's Name	<u>Chip Campbell</u>
Telephone	<u>850-386-2143</u>
Fax	<u>1-813-677-1691</u>
Address	<u>3375-B Capt's Circle NE Tall, FL 32308</u>

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$): <u>\$25 million</u>	Has your application for surety bond ever been declined? (If yes, please provide detailed information on reverse) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? (If yes, please provide detailed information on reverse) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--	---

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 28 DAY OF April, 2016

By: Allen Weldon Title: President
 Printed Name and Title: Allen Weldon, President

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of, Allen's Excavation, Inc.

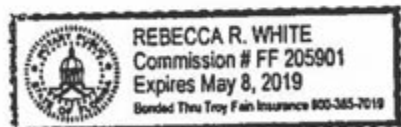
(Name of Corporation, Partnership, Individual, etc.)
 a Corp., formed under the laws of Florida
 (Type of Business) (State or Province)
 of which he is President
 (Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Allen Weldon Allen Weldon, President
 AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 28 Day of April, 2016
 Personally Known Or Produced Identification

Type of Identification



[Signature]
 Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers = Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General
Liability:

Indicate Best Rating: A
Indicate Best Financial Classification: XI

Business Auto:

Indicate Best Rating: A
Indicate Best Financial Classification: XI

1. Is the insurer to be used for Workers = Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: A
Indicate Best Financial Classification: X

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

NOTEPAD: HOLDER CODE **LEONCO8** ALLEN-3 PAGE 2
INSURED'S NAME **Allen's Excavation, Inc.** OP ID: LT Date **04/20/2016**

30 Day Notice of Cancellation / 10 Day for Nonpayment of premium.

draft

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers = Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General
Liability:

Indicate Best Rating:
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.

Endorsements to insurance policies will be provided as follows:

Bid Title: Sidewalk and Associated Work Construction, Continuing Services
Bid No: BC-04-28-16-22
Opening Date: Thursday, April 28, 2016 at 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature *Allen Weldon*

Title *Allen Weldon, President*

Contractor/Firm *Allen's Excavation Inc.*

Address *6403 Woodville Hwy
Tall., FL 32305*

Bid Title:
Bid No: BC-
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: <u>Allen's Excavation Inc.</u>	
Current Local Address: <u>6403 Woodville Hwy Tall., FL 32305</u>	Phone: <u>850-421-6872</u> Fax: <u>850-421-2391</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Allen Wildon _____ 4/28/10 _____
Signature of Authorized Representative Date

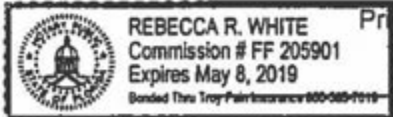
STATE OF FL
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 28 day of April, 2010
By Allen Wildon, of Allen's Excavation,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a FL corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.
(type of identification)

[Signature]
Signature of Notary

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308



Print, Type or Stamp Name of Notary

_____ Title or Rank

_____ Serial Number, If Any

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CUC1224114	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS,
Expiration date: AUG 31, 2016

WELDON, GREGORY HEATH
ALLEN'S EXCAVATION INC
6403 WOODVILLE HWY
TALLAHASSEE FL 32305

ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408270004146

LEON COUNTY FLORIDA

This certifies that Allen Weldon
Company Allen's Excavation Inc.
is licensed with Leon County as a
EXCAVATION CONTRACTOR

LC/EX00040 09/30/2016
License Number Expiration Date

09/15/2015 Jo Toria Snelling
Date of Issuance Examination Board

THIS IS NOT AN OCCUPATIONAL LICENSE

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Allen's Excavation, Inc.

6403 Woodville Highway Tallahassee FL 32305

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

3375-B Capital Circle, NE Tallahassee FL 32308

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Leon County Board of County Commissioners

1800-3 North Blairstone Road Tallahassee FL 32308

as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sidewalk-Continuing Contract. BC-04-28-16-22

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of April, 2016

Hend Weldon
(Witness)

Allen's Excavation, Inc.

(Principal)

(Seal)

By: Allen Weldon Pres.
(Title)



Merchants Bonding Company (Mutual)

(Surety)

(Seal)

Nancy Landry
(Witness)

Nancy Landry

By: Benjamin R. Campbell
Attorney-in-Fact (Title)

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin R Campbell; Nancy L Landry; William R Van Landingham

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



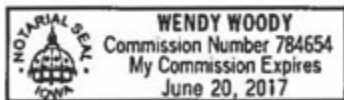
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April, 2016.



William Warner Jr.
Secretary

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-28-16-22

Bid Title: Sidewalk and Associated Work Construction, CS

Opening Date: Thursday, April 28, 2016 at 2:00 PM

Item/Vendor	M of Tallahassee	Allen's EXCAVATION	SANDCO
Manual Signature	✓	✓	✓
Electronic Copy	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
MWSBE	✓	✓	✓
Tie Bid	✓	✓	✓
Insurance	<hr/>		
Contractor Business	✓	✓	✓
Non-Collusion	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Bond	✓	✓	✓
Base Bid from UPS	4,768,733 ⁹⁵	3,736,411 ⁴⁴	4,505,829 ⁸⁴
No Bid:			

Tabulated By:

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-28-16-22

Bid Title: Sidewalk and Associated Work Construction, CS

Opening Date: Thursday, April 28, 2016 at 2:00 PM

Item/Vendor	Hate Cont.		
Manual Signature	✓		
Electronic Copy	✓		
Affidavit of Immigration	✓		
MWSBE	✓		
Tie Bid	✓		
Insurance	✓		
Contractor Business	✓		
Non-Collusion	✓		
Insurance			
Certificate Debarment	✓		
Bond	NO Yes <input checked="" type="checkbox"/> No		
Base Bid from UPS	3,394,633 ⁸⁶		
No Bid:			

Tabulated By: _____



_____ 

BID PRICING SHEET
SIDEWALK CONTINUING SUPPLY CONTRACT

PAY ITEM	UNIT	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	LS	MOBILIZATION (Note 1)			
102-1	DA	MAINTENANCE OF TRAFFIC (Note 6)	1095	\$256,493.44	\$273,750.00
102-99	PS/ED	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP (Note 5)	1095	\$20.00	\$21,900.00
104-10-3	LF	SEDIMENT BARRIER	2,000	\$2.00	\$4,000.00
110-1-1	AC	CLEARING AND GRUBBING	20.00	\$3,000.00	\$60,000.00
110-7-1	EA	MAILBOX (FURNISH AND INSTALL)	150	\$125.00	\$18,750.00
120-1	CY	EXCAVATION REGULAR	7,500.00	\$7.50	\$56,250.00
120-2-2	CY	EXCAVATION BORROW (TRUCK MEASURE)	5,500.00	\$10.00	\$55,000.00
120-6	CY	EMBANKMENT	6,500.00	\$5.00	\$32,500.00
400-1-2	CY	CONCRETE CLASS I (ENDWALL)	60	\$500.00	\$30,000.00
425-1-521	EA	INLETS (DITCH BOTTOM) TYPE 'C' <10'	20	\$2,000.00	\$40,000.00
425-1-541	EA	INLETS (DITCH BOTTOM) TYPE 'D' <10'	25	\$3,000.00	\$75,000.00
425-1-549	EA	INLETS (DITCH BOTTOM) TYPE "Modified" (Note 2)			
425-6	EA	VALVE BOX (ADJUST)	30	\$100.00	\$3,000.00
430-174-118	LF	PIPE CULVERT OPT. MATERIAL CLASS II (18") RCP	1,750	\$48.00	\$84,000.00
430-174-124	LF	PIPE CULVERT OPT. MATERIAL CLASS II (24") RCP	1,000	\$60.00	\$60,000.00
430-174-130	LF	PIPE CULVERT OPT. MATERIAL CLASS II (30") RCP	1,000	\$72.00	\$72,000.00
430-174-136	LF	PIPE CULVERT OPT. MATERIAL CLASS II (36") RCP	175	\$84.00	\$14,700.00
430-984-125	EA	MITERED END SECTION (18")	50	\$450.00	\$22,500.00
430-984-129	EA	MITERED END SECTION (24")	30	\$650.00	\$19,500.00
430-984-133	EA	MITERED END SECTION (30")	15	\$850.00	\$12,750.00
430-984-138	EA	MITERED END SECTION (36")	10	\$1,250.00	\$12,500.00
515-1-2	LF	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	500	\$38.00	\$19,000.00
515-2-311	LF	PEDESTRIAN/BICYCLE RAILING	950	\$100.00	\$95,000.00
520-1-10	LF	CURB & GUTTER CONC. (TYPE F)	6,000	\$15.00	\$90,000.00
522-1	SY	SIDEWALK (4" THICK) W/ FIBER MESH ADDED	32,000.00	\$42.00	\$1,344,000.00
522-2	SY	SIDEWALK (6" THICK) W/ FIBER MESH ADDED	8,500.00	\$48.00	\$408,000.00
523-1	SY	PATTERNED/TEXTURED PAVEMENT (Paveway System)	250.00	\$135.00	\$33,750.00
527-2	EA	DETECTABLE WARNING (truncated dome mat)	130	\$250.00	\$32,500.00
536-1-1	LF	GUARDRAIL	400	\$30.00	\$12,000.00
546-71	PS	RUMBLE STRIP SETS	40	\$100.00	\$4,000.00
550-10212	LF	FENCING, TYPE B, 0.5-5.0', W/ VINYL COATING	1,000	\$20.00	\$20,000.00
550-10420	LF	FENCING, WOOD FENCE, 5.1-6.0'	500	\$18.00	\$9,000.00
550-10-2	LF	FENCE (RESET EXISTING)	750	\$7.00	\$5,250.00
570-9-1	MG	WATER FOR GRASSING	950.000	\$25.00	\$23,750.00
575-2-3	SY	PERFORMANCE TURF (CENTIPEDE)	75,000.00	\$2.25	\$168,750.00
577-70	SY	SHOULDER RE-WORK	2,500.00	\$2.00	\$5,000.00
700-1-11	AS	SIGN, SINGLE POST	100	\$250.00	\$25,000.00
700-1-50	EA	SIGN, EXISTING (RELOCATE)	75	\$50.00	\$3,750.00
710-11123	LF	PAINTED PAVT MARK, STD, WHITE, SOLID 12"	4,640.00	\$2.00	\$9,280.00
710-11101	LF	PAINTED PAVT MARK, STD, WHITE, SOLID 6"	2,100.00	\$1.00	\$2,100.00
711-11123	LF	TRAFFIC STRIPE SOLID (THERMO) NON-SKID (WHITE) 12"	4,640.00	\$4.00	\$18,560.00
711-11101	LF	TRAFFIC STRIPE SOLID (THERMO) NON-SKID (WHITE) 6"	6,000.00	\$2.00	\$12,000.00
LC-010	EA	TREE PROTECTION	1,000	\$25.00	\$25,000.00
LC-030	SY	SIDEWALK (8" THICK) W/ FIBER MESH ADDED (Note 3)	1,000.00	\$56.00	\$56,000.00
LC-050	LF	PEDESTRIAN BRIDGE (Note 4)			
LC-070	CY	2" BEDROCK SAND	782.00	\$15.00	\$11,730.00
LC-090	CY	30% AGGREGATE (SILICA OR GRANITIC BASED W/ MIN. 30% POROSITY)	195.00	\$30.00	\$5,850.00
LC-110	SY	D-3 FILTER FABRIC	5182.00	\$2.00	\$10,364.00
LC-130	LF	CONCRETE SIDEWALK SKIP CURB (Note 7)	5182.00	\$12.00	\$62,184.00
GRAND TOTAL:					\$3,736,411.44

- Note 1** 8% of construction cost excluding Maintenance of Traffic on an individual project basis
- Note 2** Modified DBI may be required Size and Quantity will be determined on a project specific basis. Price will be negotiated on actual assignment.
- Note 3** Needed at Intersecting Roads for Buses, Garbage Trucks, etc.
- Note 4** Cost & quantity of Pedestrian Bridge Construction will be negotiated with actual assignment.
- Note 5** Item 102-99 used prior to construction for community outreach and during construction as part of MOT
- Note 6** Item 102-1 shall not include VMS daily charge
- Note 7** See Raised Sidewalk with French Drain Typical Section

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: May 2, 2016

To: Chris Muehlemann, Senior Design Engineer
Engineering Services Division - Department of Public Works

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

Subject: Sidewalk and Associated Work Construction, Continuing Services (BC-04-28-16-22)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of four bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Sidewalk and Associated Work Construction, Continuing Services Project.

The submitted MWBE Participation Plans for each bidder are as follows:

Hale Contracting, Inc. exceeded the MBE Aspirational Targets for Construction Subcontracting; however, the WBE Aspirational Target for construction subcontracting was not met. The Good Faith Effort Form was not submitted, nor the required supporting documentation, with their bid response as required by Policy 96-1. Therefore, they have been deemed nonresponsive by the Purchasing Division.

Total Bid Amount	\$3,394,634				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Concrete Services Unlimited, Inc.	African American Male	City of Tallahassee	Concrete Items	\$680,000	20.0%
Hale Contracting, Inc.	Non-Minority Female	City of Tallahassee	Dirt, Pipe, Concrete, Hauling	N/A	N/A
Total MWBE Dollars					\$680,000
Total MWBE Utilization Percentage					20%

Allen’s Excavation, Inc. met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required according to Policy 96-1. The MWBE firms listed below are the firms **Allen’s Excavation, Inc.** intends to utilize on this project.

Total Bid Amount	\$3,736,411				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Unique Concrete Construction, LLC	African American Male	City of Tallahassee	Concrete Work	\$570,190	15.3%
Capital City Contracting, LLC	African American Male	City of Tallahassee	Concrete Work	\$30,000	.8%
Gaines and Sons Striping, Inc.	African American Male	City of Tallahassee	Striping	\$35,000	.9%
Delacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Sodding	\$154,000	4.1%
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Concrete Work, Arborist, Erosion Control	\$182,277	4.9%
Total MWBE Dollars					
					\$971,467
Total MWBE Utilization Percentage					
					26.0%

Sandco, Inc. met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required according to Policy 96-1. The MWBE firms listed below are the firms **Sandco, Inc.** intends to utilize on this project.

Total Bid Amount	\$4,505,830				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Capital City Contracting, LLC	African American Male	City of Tallahassee	Concrete	\$750,000	16.6%
Persica Landscaping Company, Inc.	Non-Minority Female	City of Tallahassee	Clearing & Grubbing, and Tree Protection	\$220,000	4.9%
Delacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Sod	\$187,500	4.2%
Gaines and Sons Striping, Inc.	African American Male	City of Tallahassee	Striping	\$20,000	0.4%
Total MWBE Dollars					
					\$1,177,500
Total MWBE Utilization Percentage					
					26.1%

M of Tallahassee, Inc. met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required according to Policy 96-1. The MWBE firms listed below are the firms **M of Tallahassee, Inc.** intends to utilize on this project.

Total Bid Amount		\$4,768,734			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Capital City Contracting, LLC	African American Male	City of Tallahassee	Concrete	\$420,000	8.8%
Gaines and Sons Striping, Inc.	African American Male	City of Tallahassee	Striping	\$41,000	.9%
Florida Developers, Inc.	African American Male	City of Tallahassee	Trucking, Concrete, Pipe	\$350,000	7.3%
Hale Contracting, Inc.	Non-Minority Female	City of Tallahassee	Trucking, Concrete, Excavation	\$230,000	4.8%
Delacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Sod/Water	\$200,000	4.2%
Total MWBE Dollars					
					\$1,241,000
Total MWBE Utilization Percentage					
					26.0%

**LEON COUNTY, FLORIDA
IN AND FOR LEON COUNTY, FLORIDA
PROCUREMENT APPEALS BOARD**

HALE CONTRACTING, INC.,

Petitioner,

BID NO.: BC-04-28-16-22

v.

LEON COUNTY, FLORIDA,

Respondent.

PROCUREMENT APPEALS BOARD ORDER

This case came before the Leon County Procurement Appeals Board (“Board”) pursuant to a Formal Protest by Hale Contracting, Inc. (“Hale”), for a de novo review of Leon County’s Intended Decision of Award of the Sidewalks, Continuing Supply Contract, Bid No.: BC-04-28-16-22 to Allen’s Excavation (“Allen’s”).

Findings of Fact

1. On March 28, 2016 Leon County advertised the solicitation for bids for the Sidewalks, Continuing Supply Contract (“Contract”).
2. On April 26, 2016, the Leon County Board of County Commissioners (“BOCC”) had a workshop which discussed the Leon County Minority, Women, and Small Business Enterprise (MWSBE) Programs Evaluation Committee’s final report, and the BOCC approved several staff recommendations including, in pertinent part, directing County staff to move forward with a joint County/City Request For Proposal (RFP) for a disparity study which would include in the scope of work the consideration to allow Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) prime contractors to count self-performed work to meet the aspirational targets for MBE or WBE participation as a subcontractor or supplier.
3. On April 28, 2016, Leon County received bids from four companies, Allen’s, Hale, M of Tallahassee, and Sandco.
4. On May 2, 2016, the County noticed its intent to award the Contract to Allen’s

who was determined to be the lowest responsive bidder.

5. On May 2, 2016, Hale timely filed its intent to protest.

6. On May 10, 2016, the BOCC held a regularly scheduled meeting where it ratified the actions taken during the April 26, 2016 workshop.

7. On May 12, 2016 Hale Contracting, Inc. (“Hale”) filed its Formal Protest to Leon County’s Notice of Intended Decision of Award of the Sidewalks, Continuing Supply Contract, Bid No.: BC-04-28-16-22.

8. On Friday, June 10, 2016, the Procurement Appeals Board held a hearing regarding Hale Contracting’s protest. During the hearing, the Board considered the evidence presented by Hale Contracting and Leon County. Key considerations of the Purchasing Appeals Board included the following:

- a. Currently Leon County Policy No. 96-1, “Purchasing and Minority, Women and Small Business Enterprise Policy” does not allow MBE or WBE prime contractors to count self-performed work to meet the aspirational targets for MBE or WBE participation as a subcontractor or supplier.
- b. In order to revise Leon County Policy, a draft of the proposed revised policy must be presented and subsequently approved by the BOCC during a regular public meeting.
- c. Should a revised policy approved by the BOCC impact the terms of a current solicitation of competitive bids or proposals, written notice of the change would be given in the form of an addendum posted on the Purchasing Division website. No addendums were issued for BC-04-28-16-22.

Conclusions of Law

9. Based on competent, substantial evidence presented during the hearing, the Board unanimously finds as follows:

- a. The Procurement Appeals Board does not have the jurisdiction to make a determination on the constitutionality of Leon County Policy.
- b. The County’s Notice of Intended Decision of Award, dated May 2, 2016, was predicated upon a specific finding that Hale Contracting’s bid was non-

responsive based upon Hale utilizing themselves as a subcontractor while acting as the prime contractor.

- c. Leon County's decision was not arbitrary or capricious.
- d. Hale Contracting's bid is non-responsive.
- e. The Notice of Intended Decision awarding the Solicitation to Allen's is upheld.

IT IS SO ORDERED.

Dated this 21st day of June, 2016.

PROCUREMENT APPEALS BOARD
LEON COUNTY, FLORIDA



Maggie Theriot
Director, Office of Resource Stewardship, serving as
Chair of the Procurement Appeals Board

**Leon County
Board of County Commissioners**


Notes for Agenda Item #26

Leon County Board of County Commissioners

Cover Sheet for Agenda #26

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Negotiate for the Consultant for the Woodside Heights Wastewater Retrofit Project

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Fiscal Impact:

This item has a fiscal impact. Funding for this project is included in the Woodside Heights Waste Water Retrofit project grant funds from the Northwest Florida Water management District (NFWFMD) and the County's associated match from the County's share of the Blueprint 2000 water quality funds.

Staff Recommendation:

Option #1: Authorize negotiation of design services fee with Genesis, if negotiations are unsuccessful, authorize negotiations with the remaining two firms in order of ranking for the Woodside Heights Waste Water Retrofit project (Attachment #1), and authorize the County Administrator to execute the agreement.

Report and Discussion

Background:

In June 2014, the Board accepted a status report on a series of water quality projects the County had submitted for funding to the Northwest Florida Water management District (NFWFMD) as part of the Florida Department of Environmental Protection (FDEP) Springs Restoration program. The first phase of the Woodside Heights subdivision septic to sewer conversion project was addressed in the 2014 applications. In December 2014, the Board authorized adding four water projects to the legislative priorities, including the full Woodside Heights subdivision conversion from septic system to sanitary sewers. In July 2015, the Board accepted the 2015 Legislative Priorities Report on the status of the appropriations requests.

In July 2015, the Board accepted a grant of \$500,000 for the first phase of the Woodside Heights subdivision septic to sewer conversion grant. This grant addressed the first two units of the subdivision. Subsequent to the award, County staff continued to work with NFWFMD in developing project scope and timelines for funding the full subdivision conversion to sanitary sewer.

In December 2015, the Board approved an amendment to the grant agreement with NFWFMD to realize an additional \$1,950,000 to expand the availability of sanitary sewer to more of the neighborhood. One requirement of the agreement was an interlocal agreement with the City of Tallahassee to ensure that the sanitary sewer system constructed under the grant is operated and maintained appropriately. The interlocal agreement was approved by the Board in February 2016.

A Request for Proposals (RFP) was issued to obtain the design and permitting services.

Analysis:

On April 13, 2016, RFP #BC-05-17-16-23 was electronically posted via Demandstar. A total of 43 firms requested the RFP package, and the County received proposals from four firms. The Bid Tabulation Sheets are included as Attachment #2. The four firms that submitted proposals were Dewberry|Preble-Rish, Genesis, Hatch Mott McDonald, and Stantec.

The County's formal review process of the proposals consists of two parts. The proposals are first reviewed and ranked by the committee. Through this review, the committee then develops a short list for interviews. At the conclusion of the second part, the interview process, a final ranking is determined for recommendation to the Board.

The firms shortlisted for interviews were Genesis, Hatch Mott McDonald and Stantec (Attachment #3). Based on final scoring after the interviews, the committee recommended Genesis as the top ranked firm. Staff recommends that the County Administrator be authorized to execute the design services agreement following fee negotiation. If the negotiations are unsuccessful with Genesis, staff recommends that negotiations proceed with the next ranked firms of Hatch Mott MacDonald followed by Stantec.

The RFP established a 10% aspirational target for MWBE participation. The 10% will be calculated as a percentage of the final total negotiated contract amount. All bidders committed to this 10% aspirational target.

Options:

1. Authorize negotiation of design services fee with Genesis, if negotiations are unsuccessful, authorize negotiations with the remaining two firms in order of ranking for the Woodside Heights Waste Water Retrofit project (Attachment #1), and authorize the County Administrator to execute the agreement.
2. Do not authorize staff to negotiate design services fee with firms in order of ranking.
3. Board direction.

Recommendations:

Options #1

Attachments:

1. Draft Agreement
2. Bid Tabulation
3. Recommended Firms based on the Technical Proposal Scores
4. Interview Ranking Summary

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 GCI, LLC, DBA GENESIS, 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 professional services for wastewater retrofit improvements in accordance with the scope of work contained in Leon County Request for Proposal for Woodside Heights Wastewater Retrofit Project, Proposal Number BC-05-17-16-23 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.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall insure that full compliance therewith is maintained at all times.

All Computer Aided Design and Drafting (CADD) work must be conducted and completed with AutoCAD Civil 3D software to ensure usability and compatibility with Leon County's system.

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 no later than February 1, 2017. 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, \$1,000.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 – 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Theresa B. Heiker P.E.
Street Address: 2280 Miccosukee Rd
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1526
E-mail: heikert@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution

Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such

insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit 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, 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.**
4. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
5. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. 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 are made or suit is brought, except with respect to the limits of the insurer's liability.

- e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.
- C. 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.

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. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

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.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

24. 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

AGREEMENT BETWEEN LEON COUNTY AND GCI, LLC DBA GENESIS
BC-05-17-16-23

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

GCI, LLC DBA GENESIS

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Date: _____

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

DRAFT



REQUEST FOR PROPOSALS
FOR
WOODSIDE HEIGHTS WASTEWATER RETROFIT PROJECT

PROPOSAL NUMBER BC-05-17-16-23

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

Release Date: April 14, 2016

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

I. INTRODUCTION

Leon County requests proposals from firms/teams interested in providing comprehensive civil engineering services via a single contract for the Woodside Heights Wastewater Retrofit Project to include the following activities:

- | | |
|--------------------------|-----------------------------------|
| a. Surveying | b. Utility Engineering |
| c. Geotechnical Services | d. Environmental Support Services |
| e. Roadway Design | f. Construction Observation |

The project goal is to serve the Woodside Heights subdivision (Attachment #1) with central gravity sanitary sewer.

Structural connections and abandonment of existing septic tanks are addressed in this project scope. In order to comply with the City of Tallahassee requirement for connection to City water system, verification of potable water supply and modification as needed is included. The total project cost is estimated at \$5 million including the City of Tallahassee systems charges, structural connections, abandonment of existing septic tanks and restoration of the project area. The civil engineering services to be provided are survey, design, permitting, easement acquisition, bidding, and construction observation.

Applicants should be aware that this project is jointly funded by Leon County and a Northwest Florida Water Management District Springs Restoration Grant (Attachment #2). An accelerated design and permitting schedule is required to comply with grant conditions. In addition, the City of Tallahassee and Leon County have an Interlocal Agreement (Attachment #3) for the new gravity sanitary sewer system to be owned and operated by the City upon final acceptance.

Preliminary survey and community outreach was funded through a legislative grant for Units 1 and 2. Two neighborhood meetings were held and many property owners have committed to participation in the project. This outreach effort and information shall be utilized in the development of the full project. The right-of-way survey is provided as Attachment #4. An example of the outreach effort is provided as Attachment #5.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Firms/teams will be selected to provide services specific to the Woodside Heights Wastewater Retrofit Project. All necessary work related to the completion of this project is deemed included in this selection.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: An ORIGINAL of the COMPLETE RESPONSE which is to contain the General Information must be furnished on or before the deadline. The ORIGINAL reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual. **In addition**, there are to be five (5) sets of the General Information other than the original which may be photocopies. Responses will be retained as property of the County.
- C. 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 interest 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.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
 Proposal Number: BC-05-17-16-23
 Opening Date: May 17, 2016 at 2:00 PM

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 to the RFP, and public meetings. The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
April 14, 2016	Release of the RFP
April 29, 2016 - Not later than: 5:00 PM	DEADLINE FOR PRE-PROPOSAL MEETING QUESTIONS: Date and time by which Pre-Proposal Meeting questions must be received by Leon County
May 4, 2016 at 2:00 PM	PRE-PROPOSAL MEETING (MANDATORY): Date and time the MANDATORY Pre-Proposal Meeting will be held in the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. This will be a public meeting that the public is invited to attend.
May 6, 2016 - Not later than: 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
May 17, 2016 at 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

- D. Pre-Proposal Meeting: A Pre-Proposal Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Proposal Meeting is MANDATORY. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. **All questions of Respondents to be discussed at the Pre-Proposal meeting must be submitted in writing by the deadline identified in the Schedule of Events as the Deadline for Pre-Proposal Meeting Questions. Such questions shall be e-mailed to:** Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov.

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

During and after the Pre-Proposal Meeting, it is the responsibility of the Purchasing Division to ensure that Registered Planholders develop their Proposal with the same information. If a Registered Planholder receives information from Leon County relating to the RFP prior to the information cutoff date, Leon County will ensure that all Registered Planholders receive the same information in a timely fashion.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- E. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date set in the table above, 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.

- F. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or 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.

- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP 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).
- H. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com **MUST** officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

for communications from the County to prospective Proposers. Also, Proposers 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 as a prospective Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

- I. As a convenience to vendors, 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 vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- J. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- K. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- L. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- M. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- N. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- O. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- P. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- Q. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- R. 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 solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- S. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- T. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor 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 proposal being determined as non-responsive.

- U. Audits, Records, and Records Retention:

The Contractor shall agree:

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 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

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

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.

V. 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.

W. Local Preference in Purchasing and Contracting:

1. Preference in requests for proposals. 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 for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, 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 section, shall be given a preference in the amount of five percent.
 - 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.
2. 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 Leon 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 vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

shall have the sole discretion to determine if a vendor meets the definition of a "local business."

- X. 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 vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal 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 response sheet.
- Y. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. 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."
- Z. Employment Eligibility Verification:
1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
 3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

- AA. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal 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. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors 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. Vendors are not to contact departments or divisions regarding the vendor complaint.

- BB. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

CC. TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

DD. 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.

III. SCOPE OF SERVICES:

Leon County requests proposals from firms/teams interested in providing comprehensive civil engineering services for the Woodside Heights Wastewater Retrofit Project comprising the following activities:

ACTIVITIES:

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- a. Surveying
- b. Utility Engineering
- c. Geotechnical Services
- d. Environmental Support Services
- e. Roadway Design
- f. Construction Observation

The successful firm/team will provide the full scope of civil engineering services to obtain necessary right-of-way or easements, develop construction plans and specifications for bidding, obtain all necessary

permits, encourage connection to the central sanitary sewer system and provide post-design services during construction and close-out of the permits and grant. Specific technical activities will include:

Surveying

Work shall consist of surveying services performed by surveyors licensed to practice in the State of Florida. Services may consist of, but are not limited to, development of legal descriptions and sketches for easement and right of way acquisitions, boundary surveys, construction stakeout, design surveys or record drawing surveys. Services may also include expert witness services or services in support of right of way or property acquisitions.

Utility Engineering

Work shall consist of engineering services related to design and permitting for the conversion of septic tanks to central gravity sanitary sewer, including a pump station and transmission facilities, to connect the Woodside Heights subdivision to the City of Tallahassee sewer utility. **Design shall be to current City of Tallahassee standards.** Affected utilities such as water, sewer, natural gas, communications, electric or other similar utilities must be addressed with the project. Other services may include, but are not limited to, computer modeling, feasibility studies, service capacity reports, system design, review of design documents by others, expert witness services, or general assistance to County staff in matters related to utilities. Where structures are served by private potable wells, connection to the City of Tallahassee water supply will be designed. Septic tank abandonment and private well abandonment as applicable will be included in the project.

Geotechnical Services

Work shall consist of a karst inclusive evaluation, including the field sampling and testing, laboratory testing and the engineering evaluation of such information as is available to render opinions and reports related to geotechnical issues by a Registered Professional Engineer as requested. The services may also include design of road base and subgrade improvements, embankment stabilization, erosion control, determination of unsuitable materials, bearing analysis and determination of seasonal high water table. The project area lies within known karst plain.

Environmental Support Services

Work shall consist of the provision of technical and scientific testing, analysis or other investigation in support of environmental issues as may be encountered by the County. Services may include, but are not limited to, environmental permitting, water quality monitoring, environmental assessments, remedial action plans, archeological assessments, and hazardous materials issues. These services shall be performed with the oversight of a Registered Professional Engineer.

Roadway Design

Work shall consist of engineering services related to roadway design in accordance with FDOT and County standards. Services may include, but are not limited to, pavement, typical amenities to roadway design, such as roadside drainage and treatment, etc. Services may also include expert witness services or services in support of right of way acquisition, etc.

Construction Observation

Work shall consist of post-design services including response to Requests For Information, review of shop drawings and preparation of close-out documents, including certification of septic tank and private well abandonments, and any necessary operating permits for the central sanitary sewer system.

IV. REQUIRED SUBMITTALS:

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below.

A. ABILITY OF PROFESSIONAL PERSONNEL

1. Provide the total number of professionals in your organization or team who may be assigned to this category of project and their availability to provide services.
2. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1) Name & title
 - 2) Job assignment for other projects
 - 3) How many years with this firm
 - 4) How many years with other firms
 - 5) Experience
 - a. Types of projects
 - b. Size of projects (dollar value and scope of project)
 - c. What was the specific project involvement?
 - 6) Education
 - 7) Active registration
 - 8) Other experience and qualifications relevant to this project
3. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm. Standard form SF330 may be used for consultants, if desired.

B. EXPERIENCE WITH PROJECTS OF A SIMILAR TYPE AND SIZE

1. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
 - 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project Owner's representative name, address and phone number
 - 4) Project user agency's representative name, address and phone number
 - 5) Date project was completed or is anticipated to be completed
 - 6) Project manager and other key professionals involved and specify the role of each.
2. Provide names and descriptions of projects for which the firm is presently under contract that demonstrate capabilities and qualifications for this work category.
3. Describe the Firm/Joint Venture's process and procedures for insuring that current design standards, codes and other regulatory direction are utilized by staff in project design for this Work Category.
4. Describe basic and special resources available to the firm for the performance of the duties that may be assigned in this work category. Examples would be specialty software, equipment, computers, vehicles, etc.

C. WILLINGNESS TO MEET SCHEDULE AND BUDGET REQUIREMENTS

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

Given the fiscal constraints of local governments, and Leon County in particular, all budget requirements for projects to be assigned must be met. In addition, State grant schedule deadlines and budget must be met. Describe your methodology for ensuring the schedule is met and for ensuring budget requirements are not exceeded.

D. EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

1. Provide names and descriptions of projects for which the firm is presently under contract and the anticipated completion dates of those projects.
2. Describe the firm's ability to meet the compressed delivery schedule due to grant constraints of construction completion by December 2018.

E. EFFECT OF PROJECT TEAM LOCATION

Provide the location of where the project team will predominately reside to conduct the majority of work. If located out of the region, describe the plan for ensuring community involvement and on-site visits.

F. APPROACH TO THE PROJECT

Present in concise terms, a description of the company's approach to accepting and completing the Woodside Heights Sewer Project.

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members each of whom will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of the Evaluation Committee subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will usually recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The BCC will authorize staff to negotiate with the approved qualified firms (first ranked firms) for the proposed services at compensation which the County determines is fair, competitive, and reasonable for said services.
- D. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- E. Firms/Joint Ventures will be evaluated on the basis of the hard copy submittal of information described above. Based on this evaluation, firm(s) will be selected for presentation and interview. The presentation / interview will be evaluated without consideration to the prior hard copy submittal evaluation scoring.

Each Firm selected for presentation and interview by the Evaluation Committee will make its presentation during which the qualification information will be presented.

- F. Evaluation Criteria: Evaluation of Proposals.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated in the short list process. Proposals will be evaluated and scored by the members of the Evaluation Committee on the basis of the following considerations:

Proposed Professional Services Criteria Matrix

<u>Criteria</u>	<u>Maximum Rating</u>	<u>Weighting</u>	<u>Total Possible</u>
Ability of Professional Personnel	5	X4	20
Firm's Experience with Projects of a Similar Type and Size	5	X3	15
Willingness to Meet Schedule and Budget Requirements	5	X2	10
Effect of Firms Recent, Current, and Projected Workload	5	X1	5
Effect of Project Team Location	5	X1	5
Approach to the Project	5	X6	30
Minority and Women Business Enterprise Participation	10	X1	10
Local Preference	5	X1	5
TOTAL			100

1. The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions for Local Preference and MWBE participation, respectively, as applicable.
2. Short-listing. The best-qualified respondents shall be based upon the CCNA Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Weighted Scoring Sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the short-listed firms, unless the County Administrator, after input and discussion with the CCNA Evaluation Committee, approves adding additional firms to the shortlist.
3. Presentations and Interviews and Final Ranking. After conducting formal presentations and interviews with the short-listed firms, the CCNA Evaluation Committee shall utilize the Ordinal Process Rating System to rank the firms and shall list those respondents interviewed in order of preference. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the County Administrator or Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require 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.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that

is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women 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 underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
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.

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

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- 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.
4. 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.

Sub-Contractor Aggregate Targets: 10%

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.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- c. Women - American Woman
6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents 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. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent 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 Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

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).

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

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 additional 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. Contractor hereby waives subrogation rights for loss or damage against the county.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

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.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

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.

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.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

X. 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.

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

- 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.

XI. AGREEMENT:

After the proposal 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 respondent 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.

XII. CONVICTED/DISCRIMINATORY VENDOR LIST:

- 1. 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 or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 2. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

ATTACHMENTS:

Attachment #1 Woodside Heights Subdivision

Attachment #2 Northwest Florida Water Management District Springs Restoration Grant

Attachment #3 City of Tallahassee/Leon County Interlocal Agreement

Attachment #4 Right of Way Survey

Attachment #5 Woodside Heights Brochure

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

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

Bill Proctor, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

_____ (Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

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

Bill Proctor, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

GGI, LLC, dba Genesis

(Firm Name)

BY

[Handwritten Signature]

(Authorized Representative)

David W. Hutcheson, P.E., PSM, Vice President

(Printed or Typed Name)

ADDRESS

2507 Callaway Road, Suite 100

CITY, STATE, ZIP

Tallahassee, Florida 32303

E-MAIL ADDRESS

DHutcheson@GenesisGroup.com

TELEPHONE

850-224-4400, ext. 107

FAX

850-681-3600

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 5/10/15

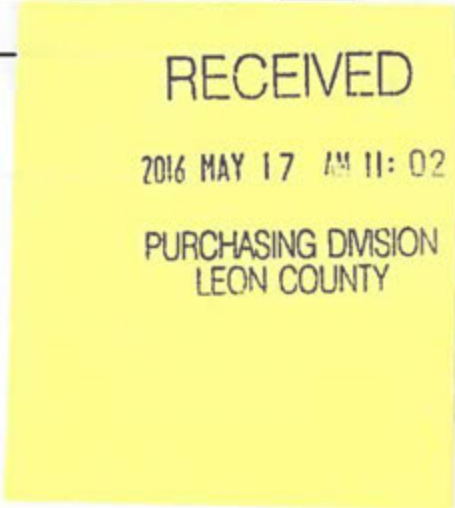
Initials *[Handwritten Initials]*

Addendum #2 dated _____

Initials _____

Addendum #3 dated _____

Initials _____



ORIGINAL



Leon County

RFP FOR WOODSIDE HEIGHTS WASTEWATER RETROFIT • MAY 17, 2016

ORIGINAL



David Hutcheson, P.E., PSM
Contract Manager
2507 Callaway Road, Suite 100
Tallahassee, Florida 32303
(850) 224-4400, ext. 107
DHutcheson@GenesisGroup.com
www.GenesisGroup.com

Proposal No. BC-05-17-16-23

Table of Contents

Cover Letter

Signed Addendum

A. Ability of Professional Personnel 1

 1. Professionals..... 1

 2. Resumes 3

 3. Resumes for Subconsultants 10

B. Experience with Projects of Similar Type and Size..... 16

 1. Representative Project Experience within the last 5 years..... 16

 2. Utility Engineering Projects Under Contract 23

 3. Describe process for ensuring compliance 24

 4. Describe basic and special resources available..... 24

C. Willingness to Meet Schedule and Budget Requirements..... 25

D. Effect of Firm's Recent, Current and Projected Workload..... 25

E. Effect of Project Team Location..... 25

F. Approach to the Project..... 26

Appendix A. Required Forms 33



Landscape Architecture
Urban Design
Engineering
Planning
CEI

2507 Callaway Road | Tel 850.224.4400
Suite 100 | Fax 850.681.3600
Tallahassee, Florida 32303 | www.GenesisGroup.com

May 16, 2016

Mr. Lanham
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Re: **Proposal Number BC-05-17-16-23**

Dear Mr. Lanham:

The Genesis team is excited for the opportunity to submit our proposal for the Woodside Heights Wastewater Retrofit Project.

We have assembled a team of professionals that are well qualified and offer Leon County local, proven experience in providing civil engineering services. All of the civil engineering services for this project will be handled by our Tallahassee office conveniently located off North Monroe Street. Our Tallahassee office consists of 12 professional and technical staff members supported by more than 70 individuals that can be called upon to support any task requested. Our Tallahassee staff has worked on many diverse projects in the area, for and with Leon County, and has several local award-winning projects.

Genesis brings experience, talent, desire, and enthusiasm to Leon County Public Works. This, combined with a 14-year history with Leon County continuing services contracts and a close professional relationship with County staff, makes our firm's qualifications second to none. The teams identified in the attached proposals have been specifically developed to meet all the requirements of any project assignment and to ensure that the most knowledgeable staff, with specific related experience, are available to the County.

On behalf of our entire team, we look forward to meeting with Leon County staff to present our full capabilities and respond to your questions.

Sincerely,

David W. Mutcherson, P.E., P.S.M.
Vice President



Leon County

Board of County Commissioners

Purchasing Division
1800-3 Blair Stone Road
(corner of Miccosukee and Blair Stone Roads)
Tallahassee, Florida 32308
(850) 606-1600

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

Commissioners

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District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

May 10, 2016

RE: Bid Title: Woodside Heights Wastewater Retrofit Project
Bid No: BC-05-17-16-23
Opening Date: Tuesday, May 17, 2016 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

The following shall be added to the bid specifications:

Please add Category G: Acquisition Services for activities under this RFP as follows:

- g. Acquisition services shall include the identification of real property necessary to implement the project under the threat of condemnation pursuant to the guidelines provided in Section 73.015, Florida Statutes; determination of full compensation for the necessary property; and coordination with the Leon County Attorney's Office for the preparation and execution of all documents necessary for acquisition of the project site and, if necessary, for the commencement of condemnation lawsuit.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

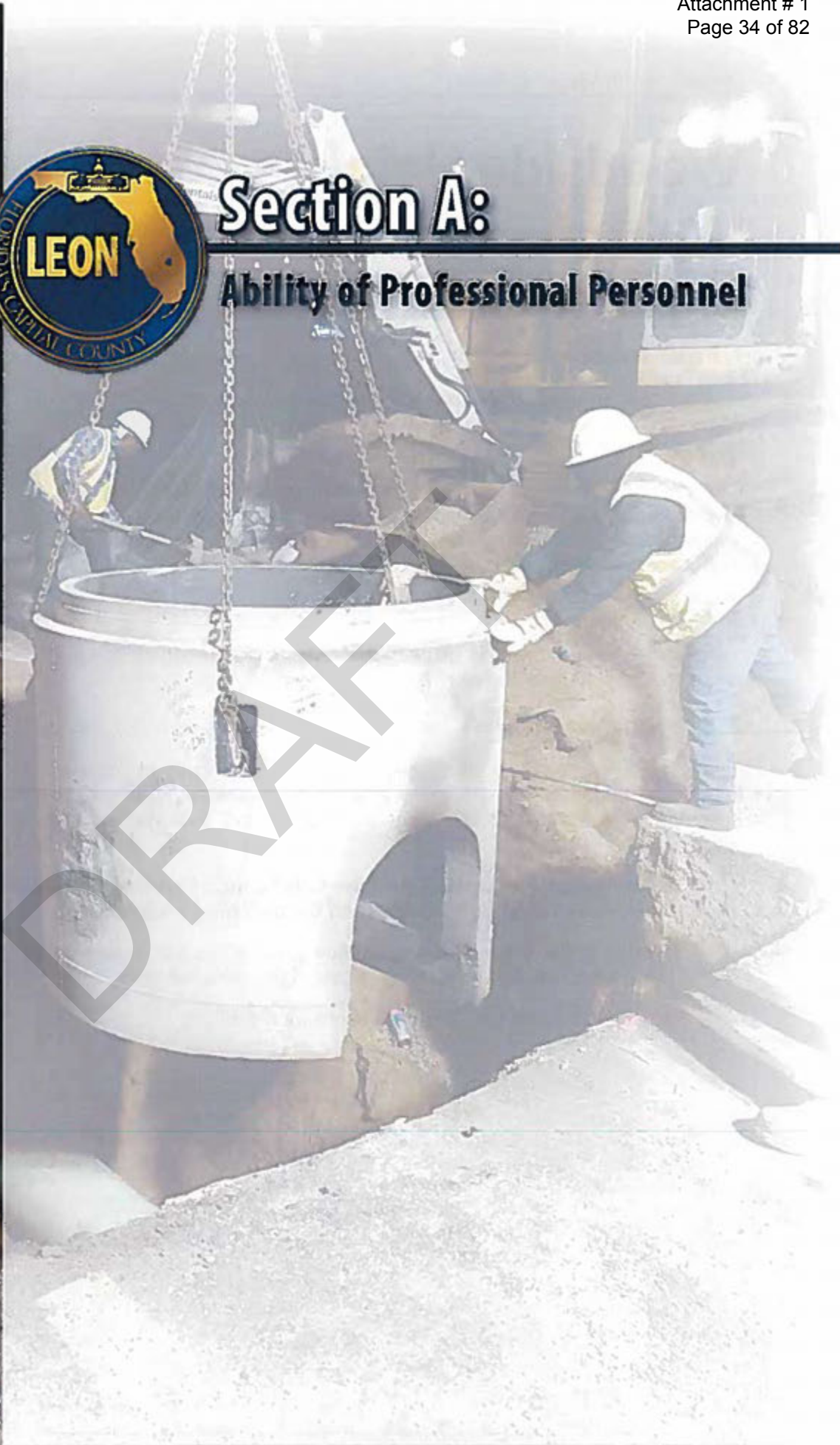
Don Tobin, CPPB
Purchasing and Contract Administrator

DT



Section A:

Ability of Professional Personnel





Woodside Heights Wastewater Retrofit

A. Ability of Professional Personnel

1. Professionals

A significant number of the public and private development projects completed by our team members have included the design of water, and sewer utility services.

Our team's organization chart identifies our professional staff along with several key staff who will provide design support services in-house and also subconsultant team members. All team members are committed to meet the scheduling needs of Leon County.

2. Resumes

Specific resumes for these key professionals are provided on the following pages to highlight specific utility engineering experience.

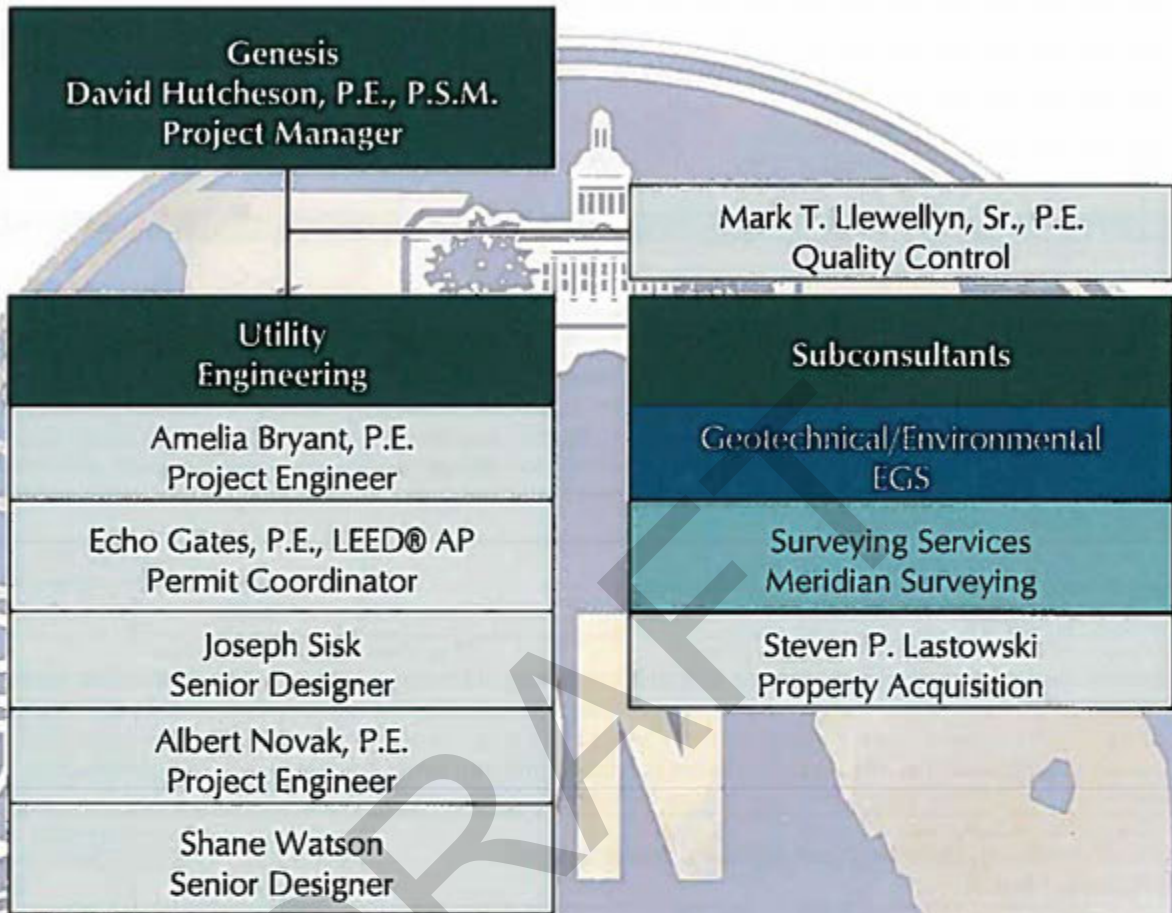
3. Subconsultants

Genesis regularly works with local specialty subconsultants to provide utility engineering services. Genesis has a long successful history with these firms on local projects. Resumes and relevant project experience for the key staff within these firms are included with this section.

- **Environmental & Geotechnical Specialists, Inc. (Certified WBE with City of Tallahassee)** - Environmental Support Services and Geotechnical Engineering.
- **Meridian Surveying, Inc.** - Surveying support services including topographic surveys, boundary sketches, legal descriptions, right-of-way surveys, and construction staking.
- **Steven P. Lastowski** - Property acquisition services.



Organization Chart





E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME David Hutcheson, P.E., P.S.M.		13. ROLE IN THIS CONTRACT Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 30	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Genesis, Tallahassee, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science - Civil Engineering Florida State University, FL 1985			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 38670, GA: 17573 Professional Surveyor and Mapper, FL: 5051, GA: 3232		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Briarwood Septic Tank Abatement Project Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm a. The main goal of this project was to provide a more reliable and environmentally friendly option of providing sewer to the residents of the Briar Wood East mobile home community, approximately 43 new connections. Most of the septic systems found within this community were failing and requiring frequent pump outs which were being contracted out to local pump out services and paid for by the City. An existing lift station was taken out of service with the extension of the gravity system and the extension of potable water mains throughout the project provide much needed fire protection. Role: Project Manager	2014	2015
Summerbrooke Phase One Gravity Sewer Design Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Completed construction documents for the City of Tallahassee to construct a gravity sewer collection system that serves 25 residences not currently connected to the City's collection system. When the subdivision was originally designed in 1991 these lots were designed to be served by individual septic systems. Over the years those systems have been plagued with failures and threatened pollution problems to the adjacent lake. The construction was bid by City and was constructed by a third party contractor under budget. Role: Project Manager	2010	2011
Legion Street/North Monroe Street Sanitary Sewer Upgrade Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Provided design services to the City of Tallahassee to upgrade the existing six-inch diameter VCP sewer main to an eight-inch PVC sewer main in an existing city street already overcrowded with storm drain pipes and other utilities and connecting to a major State/US highway (Hwy 27). Because of the project location and traffic density the contractor was required to perform extensive night work and a traffic control plan was developed that set forth strict requirements for the contractor to follow while working in and around the highway. Role: Project Manager	2010	2011
Buck Lake Road Force Main Replacement Design Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. Prepared construction documents for the City of Tallahassee to replace an aging sanitary sewer force main along Buck Lake Road. It was determined because of our extensive experience with various pipeline construction techniques during the engineering analysis and preparation of conceptual designs that the City would realize significant savings in cost and scheduling if directional boring methodology with HDPE pipe was used in place of traditional construction using open cut excavation and installation. By utilizing the HDD method of construction the impact to both the constructed environment as well as the natural environment was much less and thus saved the City untold dollars in both time and actual money. Role: Project Manager	2010	2011
Town of Noma CDBG Sanitary Sewer Upgrade Noma, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. The Town of Noma received a CDBG grant from FDCA to upgrade the water and sewer systems. The work included rehab and upgrade to three sewage lift stations, new treated effluent pumping stations and FM, emergency power addition at Town's potable wells along with other minor water system improvements. Role: Project Manager	2012	2013



Genesis "From Vision to Reality"

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Mark T. Llewellyn, Sr., P.E.	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 26
15. FIRM NAME AND LOCATION (City and State) Genesis, Tallahassee, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science – Civil Engineering Brigham Young University, Utah, 1982	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 37307, GA: 21952, AL: 20925, NC: 025182		

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
2011 Engineer of the Year award by FES, 2003 Engineer of the Year award by FES, Florida Engineering Society (FES) Big Bend Chapter, American Society of Civil Engineers, Institute of Transportation Engineers, American Society of Highway Engineers

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Franklin Boulevard Stormwater and Roadway Enhancements Tallahassee, FL	2012	2013
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Roadway design project with the focus on flood mitigation, utility improvements and corridor enhancement. Improvements included the conversion of an open drainage conveyance system to continuous concrete box culvert, decreasing existing four (4) lanes to two (2), adding bike lanes, a multipurpose trail, and sidewalk. Role: Project Principal		
N. Monroe Street Turn Lane Enhancements Tallahassee, Florida	2013	2013
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Genesis completed surveying, design, and right of way support for this Local Agency Program (LAP) project. The project involved extension of a continuous right turn lane to provide better access to businesses and enhance pedestrian sidewalks. Truck access was a critical aspect of the design with innovative driveway designs being required to address driveway widths and cross slopes. Project Role: Project Principal & Right of Way Expert		
Capital Cascades Trail Master Plan and Cascades Park Tallahassee, Florida	ongoing	2014
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Completed in 2006, the Trail Master Plan addressed a comprehensive program for new passive recreation development and extensive stormwater management facilities in a 5.2 mile corridor through downtown Tallahassee's Southeast quadrant. Cascades Park, the centerpiece of this new green urban corridor, lies on a former EPA Superfund site and is a model for reuse of an abandoned industrial site for recreational uses and stormwater management. Park amenities include: Cascade Fountain waterfall and several pond overlooks; signature bridges; Smokey Hollow (historic community) Commemoration; Korean War Memorial; performing arts amphitheater; Discovery and Adventure Garden featuring interactive, nature-oriented activities for children and adults; an interactive fountain and water play area; 2.3 miles of walking and bicycle trails; restrooms; and other park amenities. Role: Project Manager		
Gaines Street Revitalization Tallahassee, FL	2014	2014
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project area consisted of a 1.5 mile, four-lane roadway with existing businesses and historic warehouse buildings flanking the Street. Genesis completed a detailed Preliminary Engineering Analysis to evaluate the potential for reducing the number of lanes, increasing utility capacity to accommodate future growth, addressing chronic street flooding along the corridor, and creating the sense of place desired by the City - all without impacting existing businesses within the right of way. Following completion of the P.E. Report, Genesis completed detailed planning, design and permitting of all segments of the project. Role: Project Principal		
Evergreen at Southwood Tallahassee, FL	2015	2016 (anticipated)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Genesis provided complete design, planning, and regulatory approval for this multi-family residential development located in Tallahassee, Florida. This development consists of 288 dwelling units, a 20,000 square foot amenity center with clubhouse and cabana on 20.12 acres. Role: Principal		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Amelia Bryant, P.E.		13. ROLE IN THIS CONTRACT Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 5	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Genesis, Tallahassee, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science - Civil Engineering Auburn University, 2009 GTA - Environmental/Civil Undergraduate Studies, 2010			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, AL: 35576 (P.E. License currently processing in Florida) FDEP Qualified Stormwater Management Inspector: 27070 Intermediate Maintenance of Traffic Certification		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Old Bainbridge Road & Pullen Road Roundabout Tallahassee, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project involved the design of a roundabout at an acute intersection. In addition, the existing intersecting streets are at a steep grade and the intersection resides within a Canopy Road Protection Zone. Extensive stake holder coordination and multiple successful public meetings were conducted for this project. Given the multiple site and design constrains at this intersection, a roundabout was successfully designed to accommodate the necessary bus and truck traffic. ROLE: Project Engineer		
b.	SR 30 (US 98) and Moylan Road Turn Lanes Bay County, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consists of the design of a westbound right turn lane on SR 30 (US 98) and a southbound right turn lane on Moylan Road in Bay County, FL. The project will be designed under our Districtwide Minor Design Contract No. C9658 with FDOT District Three. ROLE: Project Engineer		
c.	Intersection Improvements-Geddie Road at SR 20, Geddie Road at US 90, Aeon Church Road at SR 20 Leon County, Florida	2013	2014/2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Ms. Bryant served as a project engineer responsible for assisting in roadway and drainage design, plans production, and FDOT permitting for three intersection improvement projects. These projects include the addition of turn lanes, widening, milling and resurfacing, signing and pavement markings, signalization, and utility coordination.		
d.	North Ridge Road Sidewalk Project Tallahassee, Florida	2013	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Ms. Bryant served as a project engineer responsible for assisting in roadway and drainage design, plans production, and permitting for the addition of approximately 2,800 ft. of sidewalk and the addition of a storm drain system along North Ridge Road from Creek Road to Toucan Drive.		
e.	I-95 Reconstruction from South of I-4 to North of US 92 Volusia County, Florida	2014	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Ms. Bryant served as project engineer responsible for the drainage system design and plans production for the proposed reconstruction of I-95 from approximately 1.2 miles south of I-4 to 1.4 miles north of US 92. The drainage design includes construction of new stormwater management systems, including new storm structures, pipes, and dry interchange ponds.		



Genesis "From Vision to Reality"

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME Echo K. Gates, P.E., LEED® AP	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State)
Genesis, Tallahassee, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science – Civil Engineering Florida State University, 1997 Master of Science – Civil Engineering Florida State University, 1999	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 58615; GA: 31576 Stormwater Management Inspector, FL: 17322 Level II Design Professional, GA: 55542 LEED® Accredited Professional: 10157091
---	---

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
2015 FES Big Bend Chapter Engineer of the Year award, American Society of Civil Engineers, Tallahassee Area Association of Environmental Professionals (Secretary, Board Member), Florida Capital Chapter U.S. Green Building Council (Secretary, Board Member), Big Bend Chapter APWA, Florida Engineering Society, ITS Florida, ITE

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Franklin Boulevard Flood Relief Tallahassee, Florida	2012	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Roadway design project with the focus on flood mitigation, utility improvements and corridor enhancement. Improvements included the conversion of an open drainage conveyance system to continuous concrete box culvert, decreasing existing four (4) lanes to two (2), adding bike lanes, a multipurpose trail, and sidewalk. ROLE: Project Manager		
b.	Capital Cascade Trail Master Plan Tallahassee, Florida	2006	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project is a stormwater and greenways plan for a 5.2 mile corridor through Tallahassee, Florida. The project entailed planning for trails, parks and greenway amenities in combination with a stormwater retrofit master plan project. ROLE: Co-Project Manager		
c.	Capital Cascade Park Segment 2 Tallahassee, Florida	2013	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Capital Cascades Park has been recognized by Blueprint 2000 as the centerpiece of the Capital Cascade Trail greenway project. This world class park provides significant stormwater facilities that abate flooding problems along the St. Augustine Branch located in downtown Tallahassee. The park includes active and passive recreational facilities. ROLE: Co-Project Manager		
d.	Bainbridge Sports Complex Bainbridge, Georgia	2008	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The third phase of the Bainbridge Sports Complex is the addition of eight (8) new youth baseball/softball fields, five (5) basketball courts, and two (2) multi-purpose fields for the City of Bainbridge, GA. Also included are an extension of an existing multi-use trail through the complex, in addition to concession/restroom areas, and a playground for small children to provide full service to the community while utilizing the facilities. Ms. Gates managed the design and construction of this project, as well as permitting, roadway design connections, drainage, traffic and preparation of construction plans. ROLE: Project Manager		
e.	Mission San Luis Projects Tallahassee, Florida	1999	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project encompasses development of a Master Site Plan, and implementation of that plan by providing permitting and construction documents for the Fort, Block House, and Visitor Center, among others. Additionally, Genesis has been working closely with the Department of Historic Resources to accurately re-construct the historical buildings as they were in the 1600s. ROLE: Project Manager		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Joseph P. Sisk	13. ROLE IN THIS CONTRACT Senior Designer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 9

15. FIRM NAME AND LOCATION (City and State)
Genesis, Tallahassee, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Associates of Science in Civil Engineering Technology Tallahassee Community College, 2000 Certificate in Mechanical Drafting Tennessee State Area Vocational Technical School, 1983	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FDEP Certified Erosion Control Specialist, Inspector: 10521
---	---

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Adjunct Professor FAMU/FSU College of Engineering, Civil Engineering Graphics Lab, Fall (2005-2007 and 2010-2014)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Capital Cascade Park Segment 2 Tallahassee, Florida	2012	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Performed construction administration including attendance and documentation of bi-weekly progress meetings, RFI responses, distribution and tracking, submittal review distribution and tracking, site visits, and design changes for modifications and additional features that were added to the project during construction. ROLE: Senior Designer/Asst. Project Manager		
b.	Werner Boyce-Salt Springs State Park Pasco County, Florida	2012	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project involved improvements to the park including additional entrance road and parking lot, stormwater treatment facilities, siting and construction of a restroom, water line extension and sanitary force main extension and connection to service provider. Mr. Sisk was involved in all facets of the project including phasing the construction, preparation of construction plans and estimates, permitting and construction coordination. ROLE: Senior Designer/Asst. Project Manager		
c.	Macomb Street Improvements Tallahassee, Florida	1999	2000
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Lead designer on this \$2.5 million urban roadway widening project, which consisted of reconstruction of existing two lane roadway to a four lane divided roadway. Responsible for preparing construction plans, quantities, bid documents, exhibits for condemnation proceedings, and assisting the project engineer with design changes and utility conflict resolution during construction. ROLE: Engineering Technician IV		
d.	Marjorie Harris Carr Central Florida Greenway Baseline to Santos Trail Corridor Study Marion County, Florida	2010	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Lead Designer responsible for the recreational trail alignment study in Marion County. Mr. Sisk was involved in the research and evaluation of alternative alignments; determining potential environmental, cultural and engineering impacts; preparation of exhibits for and attending a public meeting on the project; coordination with various State and local agencies and the preparation of a Preliminary Engineering Report used to obtain a Categorical Exclusion and maintaining Federal Funding eligibility. ROLE: Senior Designer		
e.	Galimore Drive Improvements Leon County, Florida	2005	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Lead designer on this City of Tallahassee NOVA 2010 sidewalk project. Prepared construction plans, obtained permits, calculated quantities, prepared bid schedule, and assisted engineer and client during construction. ROLE: Senior Designer/Assistant Project Manager		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME Albert Novak, III, P.E.	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) Genesis, Tallahassee, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science – Engineering University of South Florida, 1972		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 77559	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
FDOT Specifications Package Preparation Certification, FDOT Long Range Estimations Training

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Capital Cascade Trail Master Plan Tallahassee, Florida	2006	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project is a stormwater and greenways plan for a 5.2 mile corridor through Tallahassee, Florida. The project entails planning for trails, parks and greenway amenities in combination with a stormwater retrofit master plan project. ROLE: Designer		
b.	Capital Cascade Park Segment 2 Tallahassee, Florida	2013	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Cascades Park has been recognized by Blueprint 2000 as the centerpiece of the Capital Cascade Trail greenway project. This world class park provides significant stormwater facilities that abate flooding problems along the St. Augustine Branch located in downtown Tallahassee. The park includes active and passive recreational facilities. ROLE: Roadway, Signing & Pavement Markings, and Signalization Design		
c.	SR 30 (US 98) at Janet Street, DW Minor Design Santa Rosa County, Florida (FDOT District Three)	2014	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project for FDOT District Three involved the widening of SR 30 (US 98) in Santa Rosa County for the construction of a westbound right turn lane onto Janet Street. Mr. Grosso served as Project Manager for this turn lane project under Genesis' Districtwide Minor Design contract. The project consisted of the design, coordination, and plans delivery following FDOT Design Guidelines. ROLE: Project Engineer		
d.	Palmer Avenue Tallahassee, Florida	2013	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Genesis was charged with creating construction plans for Palmer Avenue between Adams and Monroe Street. Plans included roadway improvements, wide sidewalks with bio-swales and tree grates. ROLE: Designer using Autodesk Civil 3D.		
e.	Franklin Boulevard Flood Relief Tallahassee, FL	2012	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Roadway design project with the focus on flood mitigation, utility improvements and corridor enhancement. Improvements included the conversion of an open drainage conveyance system to continuous concrete box culvert, decreasing existing four (4) lanes to two (2), adding bike lanes, a multipurpose trail, and sidewalk. ROLE: Roadway, Sidewalk, Signing & Pavement Markings, and Signalization Design using Autodesk Civil 3D.		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Shane Watson		13. ROLE IN THIS CONTRACT Senior Designer		14. YEARS EXPERIENCE	
				a. TOTAL 17	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) Genesis, Tallahassee, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) Computer Aided Drafting and Design Technology Certificate Tallahassee Community College, Florida 1999 Associate of Science - Civil Engineering Tallahassee Community College, Florida 1998			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) AICP		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	English/Southwood Gravity Sewer Outfall	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project is a 4,376 linear foot, 15" to 18" gravity sewer line traversing portions of undeveloped Southwood lands, owned by St. Joe Corporation and English Family Enterprises, from Blair Stone Road extending south to Merchants Row Boulevard.		
b.	Lakes at San Marcos Apartments Tallahassee, Florida	2006	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Lakes at San Marcos is a 312 unit apartment complex located on 23.5 acres in southern Leon County, Florida. Genesis Group has provided surveying, planning and engineering for the overall project. The apartment site was planned around an environmentally sensitive High Quality forest located on the site. ROLE: Senior Designer.		
c.	Capital Cascades Trail Master Plan Tallahassee, Florida	2006	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project is a stormwater and greenways plan for a 5.2 mile corridor through Tallahassee, Florida. The project entails planning for trails, parks and greenway amenities in combination with a stormwater retrofit master plan project. ROLE: Senior Designer		
d.	FSU Wellness Center Tallahassee, FL	2010	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Genesis provided civil engineering and landscape architecture design plans for Traditions Way, which will include ADA ramps to make the corridor handicap accessible, a parking lots, stormwater design, and landscape architecture. ROLE: Senior Designer		
e.	Evergreens at Mahan Leon County, Florida	2006	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Genesis provided design and permitting services for the construction of a 416-unit apartment complex with pool/clubhouse, parking, stormwater management, utilities, and other amenities on a site that is currently vacant. Permitting issues for the project involved landscaping, preserved urban forests, significant slopes, land use buffers and stormwater management. ROLE: Senior Designer		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Judith M. Hayden, P.E.	13. ROLE IN THIS CONTRACT Chief Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 20

15. FIRM NAME AND LOCATION (City and State)
Environmental and Geotechnical Specialists, Inc., Tallahassee, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science - Civil Engineering, Oklahoma State University 1977 Master of Science - Civil Engineering, Kansas State University 1979	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 American Society of Civil Engineers – Member / 2000 Engineer of the Year
 Florida Engineering Society – Member / 1998 President of Big Bend Chapter / Engineer of the Year / Fellow
 American Public Works Association – Member / Big Bend Chapter Executive Committee
 FSU-FAME College of Engineering – Civil Engineering Advisory Committee

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Continuing Service Contract – City of Tallahassee Department of Public Works City of Tallahassee, Florida	PROFESSIONAL SERVICES 1995 - present	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Chief Engineer providing services to the City of Tallahassee under a General Service Contract. The tasks have included the Geotechnical analysis for the design of existing culverts, culvert extensions, mast arm installation, slope evaluations, base failures, lane additions, structural foundations and stormwater pond designs. In addition, the services have included the analysis and remediation of several karst features.		
b.	Weems Regional SWMF – Nutrient Reduction Facility City of Tallahassee, Florida	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Chief Engineer providing the geotechnical services and design recommendations for the proposed improvements to the existing Weems Road Regional Stormwater Management Facility (SWMF) and the proposed Nutrient Reduction Facility in Tallahassee, Florida. The geotechnical investigation consisted of an evaluation of subsurface conditions relevant to the design of the foundations for the proposed Nutrient Reduction Facility consisting of the operations building, the alum mixing basin, and the flocculation basin.		
c.	Capital Cascades Park Development City of Tallahassee, FL	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) On-Going
	(3) BRIEF DESCRIPTION (brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Chief Engineer for the geotechnical investigation for the Capital Cascade Trail Park. The investigation included the analysis of subsols for the park amenities including a pedestrian bridge, public structures, pond design parameters, channel stabilization, culvert installations, storm sewer installation, and retaining wall installation. The geotechnical investigation for the construction of new roadway and parking facilities was included. The project involved participation in public meetings as well as Public Hearings.		
d.	Hillside Slope Configurations City of Tallahassee, FL	PROFESSIONAL SERVICES 2012	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Chief Engineer providing the geotechnical services and recommendations for the proposed modification of an existing steep slope at the Hillside Apartment Complex in Tallahassee, Florida. EGS performed a subsurface investigation to determine soil strength parameters along the planned slope modification area. Using soil parameters determined with the field and laboratory test data, EGS analyzed several wall and slope options to establish a stable condition while gaining the needed right-of-way clearance. Based on the results of the stability analysis, the stable slope and wall options were further reviewed for cost and constructability.		
e.	Greenwood Stormwater Management Facility City of Tallahassee, FL	PROFESSIONAL SERVICES 2012	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Chief Engineer providing geotechnical services and recommendations for the proposed Greenwood Stormwater Management Facility (SWMF), Embankment Dam, and associated drainage structures in Tallahassee, Florida. EGS performed the subsurface investigation which consisted of the installation of Standard Penetration Test (SPT) soil borings to determine subsol strength properties and advanced laboratory "falling head" testing to determine soil permeability values. EGS provided recommendations for the SWMF, Embankment Dam, Material Reuse, and for Jack and Bore installation of the associated pipe structures.		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Thomas H. Hayden, P.E.	13. ROLE IN THIS CONTRACT Geotechnical Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 3

15. FIRM NAME AND LOCATION *(City and State)*
Environmental and Geotechnical Specialists, Inc., Tallahassee, Florida

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science - Civil Engineering, USF 2003	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer, 67492, FL
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Society of Civil Engineers – 2008 President Tallahassee Chapter / 2008-2010 FAMU-FSU College of Engineering Student Chapter Liason / 2009 Young Engineer of the Year / 2010-2012 Vice President Florida Section / 2013 President Florida Section

Florida Engineering Society – 2008-2009 K-12 Education Committee / 2006-2008 Math Counts Committee

Florida Engineering Leadership Institute – 2009 Graduate

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Continuing Service Contract – City of Tallahassee Department of Public Works City of Tallahassee, Florida	1995 - present	
	(3) BRIEF DESCRIPTION <i>(brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Project Engineer providing services to the City of Tallahassee under a General Service Contract. The tasks have included the Geotechnical analysis for the design life of existing culverts, culvert extensions, mast arm installation, slope evaluations, base failures, lane additions, structural foundations and stormwater pond designs. In addition, the services have included the analysis and remediation of several karst features.		
b.	Weems Regional SWMF – Nutrient Reduction Facility City of Tallahassee, Florida	2010	
	(3) BRIEF DESCRIPTION <i>(brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Project Engineer providing the geotechnical services and design recommendations for the proposed improvements to the existing Weems Road Regional Stormwater Management Facility (SWMF) and the proposed Nutrient Reduction Facility in Tallahassee, Florida. The geotechnical investigation consisted of an evaluation of subsurface conditions relevant to the design of the foundations for the proposed Nutrient Reduction Facility consisting of the operations building, the alum mixing basin, and the flocculation basin.		
c.	Capital Cascades Park Development City of Tallahassee, FL	2010	On-Going
	(3) BRIEF DESCRIPTION <i>(brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Project Engineer for the geotechnical investigation for the Capital Cascade Trail Park. The investigation included the analysis of subsoils for the park amenities including a pedestrian bridge, public structures, pond design parameters, channel stabilization, culvert installations, storm sewer installation, and retaining wall installation. The geotechnical investigation for the construction of new roadway and parking facilities was included. The project involved participation in public meetings as well as Public Hearings.		
d.	Hillside Slope Configurations City of Tallahassee, FL	2012	
	(3) BRIEF DESCRIPTION <i>(brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Project Engineer providing the geotechnical services and recommendations for the proposed modification of an existing steep slope at the Hillside Apartment Complex in Tallahassee, Florida. EGS performed a subsurface investigation to determine soil strength parameters along the planned slope modification area. Using soil parameters determined with the field and laboratory test data, EGS analyzed several wall and slope options to establish a stable condition while gaining the needed right-of-way clearance. Based on the results of the stability analysis, the stable slope and wall options were further reviewed for cost and constructability.		
e.	Greenwood Stormwater Management Facility City of Tallahassee, FL	2012	
	(3) BRIEF DESCRIPTION <i>(brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if new project performed with current firm Project Engineer providing geotechnical services and recommendations for the proposed Greenwood Stormwater Management Facility (SWMF), Embankment Dam, and associated drainage structures in Tallahassee, Florida. EGS performed the subsurface investigation which consisted of the installation of Standard Penetration Test (SPT) soil borings to determine subsoil strength properties and advanced laboratory "falling head" testing to determine soil permeability values. EGS provided recommendations for the SWMF, Embankment Dam, Material Reuse, and for Jack and Bore installation of the associated pipe structures.		



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Eric E. Wills	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State)

Meridian Surveying and Mapping, Inc. Tallahassee, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)

-Florida State University 1991
Associates Degree - Architecture
-Gulf Coast Community College 1992-1997
Civil Engineering Program

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Owner/Vice President Meridian Surveying and Mapping, Inc.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a. Okeehoopkee Prairie Park - Gaskin Contractors Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction layout, asbuilt surveys for recreational park and amenities.	2014	2015
<input checked="" type="checkbox"/> Check if project performed with current firm		
b. Upper Lake Lafayette Drainage Improvements - Allen's Excavation, Inc. Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided project control, layout and asbuilts for expansion of large storm drainage facility.	2013	2015
<input checked="" type="checkbox"/> Check if project performed with current firm		
c. Stream Benchmark Set #2 - Cardno Entrix Tallahassee, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided benchmarks at approximately 20 stream crossing sites in Tallahassee, Florida for installation of water level monitoring equipment.	2015	2015
<input checked="" type="checkbox"/> Check if project performed with current firm		
d. Williford Springs - Dixie Paving and Grading, Inc. Panama City, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction staking and asbuilts for boardwalks, docks, restroom buildings, picnic pavilions, and canoe / kayak launches in Williford Springs recreational area, Bay Co., Florida. Included working with contractor to preserve environmentally sensitive lands and complete the construction while the park was operational.	2014	2015
<input checked="" type="checkbox"/> Check if project performed with current firm		
e. Pasco County ALTA Survey - Due Diligence, Inc. Pasco County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Quick turn-a-round ALTA Survey on a commercial parcel in Pasco County, Florida. Client required boundary, topographic and utility information prior to closing to be sure the parcel would meet his desired use.	2015	
<input checked="" type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Steve W. Stinson	13. ROLE IN THIS CONTRACT Prof. Land Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) Meridian Surveying and Mapping, Inc. Tallahassee, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) -Hillsborough Community College 1981-1982 General courses and computer programming courses -Tampa Bay Tech 1983-1985 Survey drafting, intro to Survey, Survey I, Survey II and reading and writing of legal descriptions		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PSM 5457 - Florida LB 7834 - Florida Business License PLS 28263 - Alabama	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Owner/Pres. Meridian Surveying and Mapping, Inc., State of Florida President for the Florida Surveying and Mapping Society 2009-2010, Perry C. McGriff Award for outstanding civic contribution by a land surveyor 2004-2005			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Misc. Student Housing Projects - North American Properties, Inc. Tallahassee, Florida	2012	2015
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Land Surveying services including ALTA Surveys, topographic surveying, right of way location, location of existing utilities, and ties to recorded horizontal and vertical control points for design of several student housing projects in Tallahassee, Florida. <input checked="" type="checkbox"/> Check if project performed with current firm		
Jackson Bluff Dam Suvey - Genesis Group, Inc./City of Tallahassee Tallahassee, Florida	2014	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Location of approx. 30 control points set in the concrete dam at the Westerly end of Lake Talquin. Points were locataed and assigned horizontal and vertical values based upon nearby published control monuments. Each year, Meridian Surveying returns to the site to monitor each of the 30 points for movement and provides a report to the City of Tallahassee Electric Department. <input checked="" type="checkbox"/> Check if project performed with current firm		
Centerville Road Overhead Utility Survey - Stanley Consultants Tallahassee, Florida	2015	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic survey and location of overhead utility lines for replacement along a canopy road corridor in Tallahassee, Florida. Lines had to pass through tree limbs along the same route in order to minimize tree trimming/cutting. <input checked="" type="checkbox"/> Check if project performed with current firm		
I-10 DMS Cross Sections - Genesis Group, Inc. Tallahassee, FL - Pensacola, FL	2014	2015
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cross-sections collected and benchmarks set at approximately 40 locations along Interstate 10 from Tallahassee to Pensacola for design and installation of electronic information signs informing motorists of hazards, missing persons or other travel related information. Meridian Surveying and Mapping, Inc. completed both the design survey and construction layout for this project. <input checked="" type="checkbox"/> Check if project performed with current firm		
Jacksonville Naval Air Station - Hydra Engineering, Inc. Jacksonville, Florida	2014	2015
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic survey for design of new building and parking area on military base. Asbuilt survey completed after facility was constructed. <input checked="" type="checkbox"/> Check if project performed with current firm		

Steven P. Lastowski
Broker/Owner of Lastowski Realty

3067 Hawks Glen, Tallahassee, FL * (850) 524-6336 * SLastowski@aol.com

Education

- B.S. Degree, Political Science * Florida State University * August 1983
- Diploma * Leon High School Tallahassee, FL * June 1978

Professional and Community Involvement

Real Estate Broker Number BK450434

Years of Service

Lastowski Realty – 13
PARARA Services – 2
Coldwell Banker/Killearn Properties – 5

Commonwealth – 3
FDOT – 7

Work History

(Dollar Value: N/A)

- **Broker/Owner * Lastowski Realty and Property Services**
February 2003- Present
-1641B Metropolitan Blvd, Tallahassee, FL 32308 * (850) 907-0070
-Residential, commercial and land sales in the Tallahassee area
-Consistent multi-million dollar producer
- **Land Services Specialist * Commonwealth Associates, Inc.**
January 2013-Present
-P.O. Box 1124, Jackson, MI 49202 * (517) 788-3000
-Value and purchase of utility easements for MEAG Power in South Georgia
- **Project Manager * PARARA Services, Inc.**
November 2000-November 2002
-602 W. Indian River Blvd, Edgewater, FL 32132 * 386-427-1448
-Relocation, acquisition and suit preparation for FDOT Districts 2 and 3
-Projects included SR 20 Hawthorne, FL and SR 85 in Crestview, FL
- **Publications Manager * Seminole Sports Network**
June 1997-August 2000
-Doak Campbell Stadium, Tallahassee, FL * (850) 644-2550
-Published, distributed and sold advertising in FSU Athletics Gameday Magazine
- **Right of Way Administrator/ROW Specialist II * FDOT**
Nov. 1991-May 1997
-Highway 90 East, Chipley, FL 32428 * (850) 638-0250
-Right of Way Administrator supervising four employees in acquisition, relocation and suit preparation for District 3 in Tallahassee, FL
-Projects included major Capital City road expansion projects on Capital Circle NE, Thomasville Road from I-10 north, Tharpe Street and South Monroe Street.
-Right of Way Specialist II in the Central Office providing procedure maintenance, training and quality assurance reviews to districts in the area of acquisition.

Steven P. Lastowski
Broker/Owner of Lastowski Realty

3067 Hawks Glen, Tallahassee, FL * (850) 524-6336 * SLastowski@aol.com

- **Real Estate Land and Commercial Sales**
Coldwell Banker
August 1990-September 1991
-3300 Thomasville Road, Tallahassee, FL 32312 * (850) 386-6160
-Listed, sold and marketed commercial properties in the Tallahassee area
- **Real Estate New Home Sales**
Killearn Properties, Inc.
April 1986-July 1990
-3500 Kinhega Drive, Tallahassee, FL 32312 * (850) 893-0033
-Marketed and sold new homes and land for an American Stock Exchange Corporation
-Communities included brand new Golden Eagle Country Club, Killearn Lakes and Killearn Estates
- **Right of Way Specialist I * Florida Department of Transportation**
January 1984-June 1985
-2800 Andrews Avenue, Ft. Lauderdale, FL
-Provided relocation services to persons being displaced by I-595 project
-Provided advisory services to people being displaced

Professional Training

- All courses necessary for SRWA designation including acquisition, relocation, negotiations and communications provided by the International Right of Way Association
- Appraisal and valuations courses provided by American Institute of Real Estate Appraisers

Professional and Community Involvement

- President Elect, Springtime Tallahassee
- Past President, Tallahassee Board of Realtors
- Director, Florida Realtors
- Federal Political Coordinator, National Association of Realtors
- Past President, International Right of Way Association Chapter 77
- Professional of the Year, IRWA Chapter 77
- Realtor Associate of the Year, Tallahassee Board of Realtors
- Leadership Tallahassee, Class 8, Board of Governors
- Chamber of Commerce Ambassador
- Former Krewe Chief, Springtime Tallahassee
- Leon High School Foundation
- Leon High School Advisory Committee



Section B:

Experience with Projects of a Similar Type and Size



B. Experience with Projects of Similar Type and Size

1. Representative Project Experience within the last 5 years

- Briarwood Septic Tank Abatement Project
- Summerbrooke Phase One Gravity Sewer Design
- English/South Gravity Sewer Outfall
- Pump Station 168, New Pump Station Design
- Northwest Basin Smoke Testing and Manhole Inspections
- Pump Station 74 Weems Road Pump Station Retrofit

DRAFT



Genesis "From Vision to Reality"

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

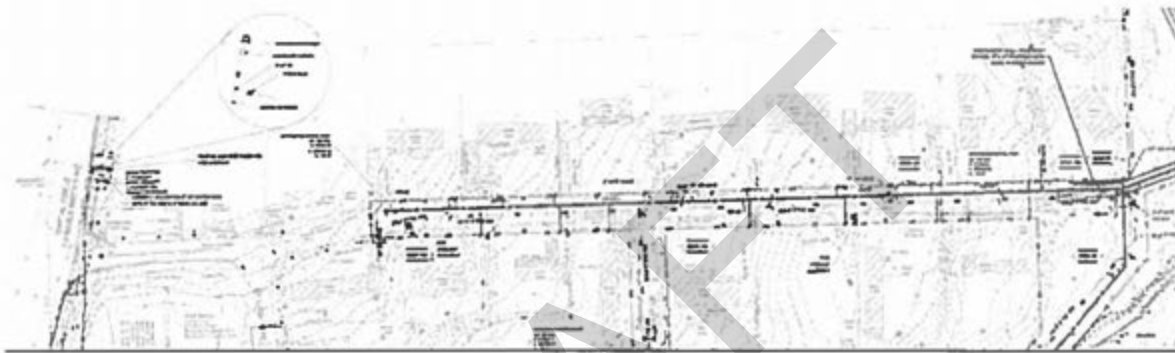
TITLE AND LOCATION <i>(City and State)</i> Briarwood Septic Tank Abatement Project Tallahassee, Florida	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013/2014	CONSTRUCTION <i>(if applicable)</i> 2015

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tallahassee	b. POINT OF CONTACT NAME Chick Savering, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (850) 891-6163
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BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The main goal of this project was to provide a more reliable and environmentally friendly option of providing sewer to the residents of the Briar Wood East mobile home community, approximately 43 new connections. Most of the septic systems found within this community were failing and requiring frequent pump outs which were being contracted out to local pump out services and paid for by the City. An existing lift station was taken out of service with the extension of the gravity system and the extension of potable water mains throughout the project provide much needed fire protection.



KEY STAFF INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a.	Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.			
c.			
d.			
e.			
f.			



Genesis "From Vision to Reality"

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		
TITLE AND LOCATION (City and State)	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Summerbrooke Phase One Gravity Sewer Design Tallahassee, Florida	2010	2011

PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Tallahassee	Chick Saverig, P.E.	(850) 891-6163

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Completed construction documents for the City of Tallahassee to construct a gravity sewer collection system that serves 25 residences not currently connected to the City's collection system. When the subdivision was originally designed in 1991 these lots were designed to be served by individual septic systems. Over the years those systems have been plagued with failures and threatened pollution problems to the adjacent lake. The construction was bid by City and was constructed by a third party contractor under budget.



KEY STAFF INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a. Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.		
c.		
d.		
e.		
f.		



EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

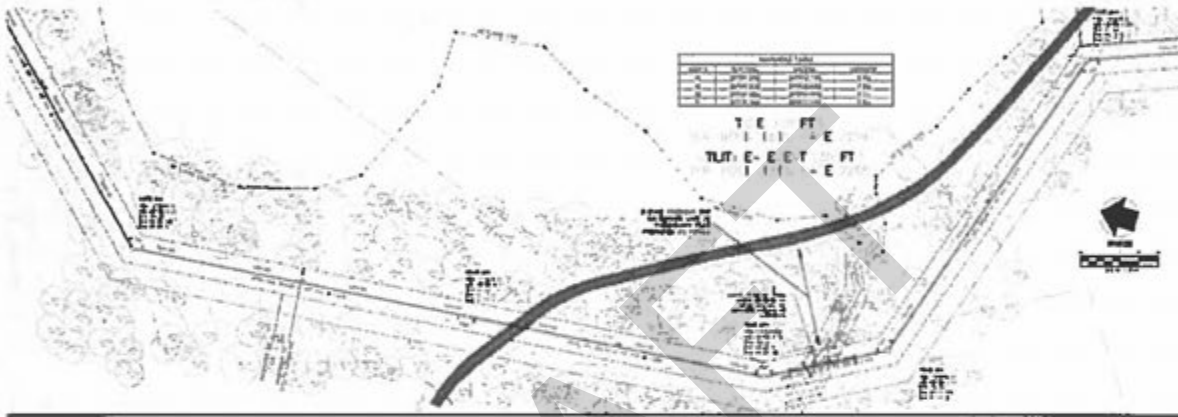
TITLE AND LOCATION <i>(City and State)</i> English/South Gravity Sewer Outfall Tallahassee, Florida	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(if applicable)</i> 2016 (anticipated)

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tallahassee	b. POINT OF CONTACT NAME Chick Saverig, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (850) 891-6163
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BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The City of Tallahassee Water Resources Engineering Division (WRED) commissioned Genesis to survey, plan, design, and permit a 15-inch / 18-inch diameter gravity sewer line to service to an un-sewered portion of the City. Pending development required that gravity sewer be constructed from Blair Stone Road to Merchants Row in order to facilitate the development of the property north of Blair Stone Road.



KEY STAFF INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a.	Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.	Genesis	Shane Watson	Senior Designer
c.			
d.			
e.			
f.			



Genesis "From Vision to Reality"

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		
TITLE AND LOCATION (City and State)	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Pump Station 168, New Pump Station Design Tallahassee, Florida	2012	2012

PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Tallahassee	Chick Saverig, P.E.	(850) 891-6163

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Pump Station (PS) 168 was designed to replace PS 23 that reached the end of its service life. PS 168 was relocated to a site within the Mahan Villas subdivision approximately one mile from the old site that PS 23 occupied. PS 168 is designed to accommodate future growth in the area and has a capacity of 500 gpm which is greater than the 400 gpm estimated for the population growth in the year 2030. This additional capacity should serve the area well into the future.



KEY STAFF INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a.	Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.			
c.			
d.			
e.			
f.			



Genesis "From Vision to Reality"

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

TITLE AND LOCATION (City and State) Northwest Basin Smoke Testing and Manhole Inspections Tallahassee, Florida	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (if applicable) N/A

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tallahassee	b. POINT OF CONTACT NAME Erik Etters, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (850) 891-6119
---	---	--

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

As a result of the Inflow and Infiltration Flow Monitoring Study for the NW Trunk Basin select basins were identified as needing further investigation to help in determining the actual cause of excessive inflow into the collection system. The first step in identifying the potential sources of inflow was to complete smoke testing and manhole inspections of the identified basins. The total length of pipe in the selected basins has been determined to be 206,261 feet and the number of manholes to be inspected was 965. A large portion of this basin was smoke tested in 2009 and 2010 which will allow the City the opportunity to determine areas of concern for repeat sources of inflow so that a solution to the repetitive problem areas may be evaluated.



KEY STAFF INVOLVED WITH THIS PROJECT

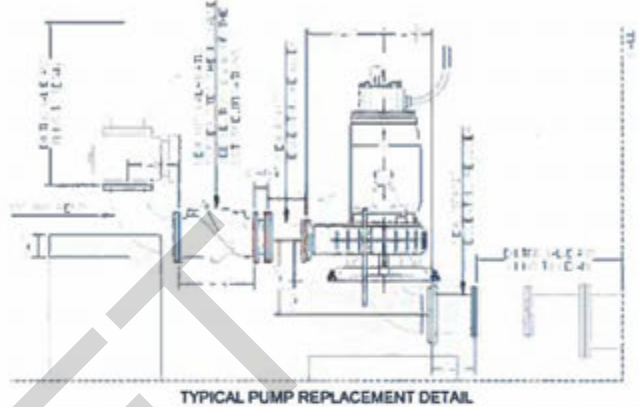
	(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a.	Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.			
c.			
d.			
e.			
f.			

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		
TITLE AND LOCATION (City and State)	YEAR COMPLETED	
	PS 74 Weems Road Pump Station Retrofit Tallahassee, Florida	PROFESSIONAL SERVICES 2015

PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Tallahassee	b. POINT OF CONTACT NAME Erik Etters, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (850) 891-6119

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Pump Station 74 has been in service since 1995 and has reached a point in its design life to be upgraded with new pumps and controls. Genesis provided data collection that assembled known studies, reports, and current operating conditions and completed a basin characteristics study that provided existing and projected flows that were considered in the design of the new pumps. The design of the retrofit included support pedestals for the selected pumps with new pipes, valves and fittings as required to connect the new pumps to the existing suction pipe and the discharge manifold pipe and an additional wall penetration as needed for the new piping configuration. The electrical engineering services included an analysis of the existing system components and an update of the single line wiring diagram that was completed in a previous study. A final design of the proposed electrical components was completed that included sequencing and coordination notes, new electrical controls, specifications, shop drawing review and construction administration.



KEY STAFF INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) STAFF NAME	(3) ROLE
a.	Genesis	David Hutcheson, P.E., P.S.M.	Project Manager/EOR
b.	Genesis	Shane Watson	Senior Designer
c.	Genesis	Arielle Mundy	GIS Specialist
d.			
e.			
f.			



2. Utility Engineering Projects Under Contract

Project Name	Client	Project Description	Services Provided	Percent Complete	Anticipated Design Completion
Killearn Area Smoke Testing	City of Tallahassee	Genesis provided Smoke Testing of over 600,000 feet of gravity sewer lines and an Evaluation Report to estimate the amount of stormwater inflow into the system and identify the sources of the inflow so that repairs can be made.	Smoke testing	90%	May 2016
English/South Gravity Sewer Outfall	City of Tallahassee	Genesis is providing surveying, planning, design, and permitting of a 15-inch/18-inch diameter gravity sewer line to service to an un-sewered portion of the City.	Design of 15" to 18" gravity sewer line	95% (construction)	July 2016
Pump Station 74 Retrofit	City of Tallahassee	Genesis provided data collection that assembled known studies, reports, and current operating conditions and completed a basin characteristics study that provided existing and projected flows that were considered in the design of the new pumps.	Design and construction plan preparation, construction administration, certification	90%	December 2016

3. Describe process for ensuring compliance

Design of utility facilities require compliance with both City and County regulations. In most instances, the City of Tallahassee is the facility owner and has specific input into both the design and construction. Our team regularly meets with these entities prior to initiation of the project in order to obtain clear direction of specific regulations that will be enforced. Throughout the design and development of the specific facilities, our team will continue meetings, telephone conversations, and correspondence with the agencies in order to ensure that the project will conform to their requirements. Members of our team have a strong rapport with the City Water Resources Engineering Division and are confident of their abilities to quickly come to an understanding of criteria that will be used for approving the design. Additionally, Genesis has had several opportunities to provide design services to the City Electric and Gas departments. This has enabled us to have a clear understanding of the regulations of these entities as well.



Having served Leon County Public Works for many years, our team is extremely familiar with this client's standards and procedures for design of a wide range of project types. As a scope of service is being developed for each task assignment, specific criteria to be applied are included, along with governing standards, regulations, and County preferences. All team members are provided with a copy of the scope to ensure that everyone is clear on the requirements. Agendas for each progress meeting typically include discussions of compliance governing standards and criteria. In-house quality control reviewers are provided with copies of applicable standards, codes, and regulations to assist them with determining compliance.

4. Describe basic and special resources available

Staffing Resources

Primary staffing resources will be provided from our local Tallahassee office where we have eight professional engineers and two senior designers who have experience with utility engineering projects. All these individuals are available, on short notice, to assist with production. When necessary, professional and technical staff from our firm's other offices are called upon to provide specific expertise or to assist with meeting production deadlines.

Design and Production Resources

Complementary to our staff, we have invested in the latest computer technology with the sole intent of providing our clients with quality design in a timely, cost-effective manner. Genesis' Wide Area Network (WAN) comprises a combination of Dell Precision Workstations for all technical staff and Dell Windows Servers.

Our utility engineering staff utilize AutoCAD Civil 3D. Additional software packages regularly used by our staff for engineering analysis include Pipeworks and WaterCAD for water network design.

Special Resources

Our team's greatest resource is our team members. Members of this Genesis Utility Engineering Team have been providing their services throughout Leon County for more than 30 years. This experience has aided in developing strong professional relationships with state and local permit agencies as well as with local utility providers.



Sections C-F:

C. Willingness to Meet Schedule and Budget Requirements

D. Effect of Firm's Recent, Current, and Projected Workload

E. Effect of Project Team Location

F. Approach to the Project

DRAFT

C. Willingness to Meet Schedule and Budget Requirements

Genesis has maintained a thriving professional services business in Tallahassee for 22 years. Leon County Public Works has been a premier client of our firm throughout this period. This successful relationship continues as a result of the commitment we have made to respond timely and efficiently to the County's needs. When necessary, we are more than willing to work long hours and utilize all available resources in order to meet Leon County's schedule constraints.



This Genesis Utility Engineering Team recognizes that a long-term client expects and deserves the highest level of responsiveness and commitment. Frequently, Genesis team members work with County staff to assess opportunities for reducing costs on specific projects. On several occasions, Genesis has provided services to the County at little or no cost in order to help comply with severe budget constraints.

D. Effect of Firm's Recent, Current, and Projected Workload

Please refer to the chart provided on page 23.

Genesis' Ability to Meet Compressed Delivery Schedule

A comprehensive list of our firm's current projects is included with this proposal. It can be easily seen from this list that most of these projects have been recently completed or will be completed within the next few months. Our current workload is below the required work effort of the firm and new work is needed in the near future.

Having served Leon County Public Works for many years, this Genesis utility engineering team has many years of experience with managing multiple assignments. We have developed an effective plan for ensuring that all work is kept on schedule. This plan includes regular, usually bi-weekly, meetings with the client and key team members to monitor the progress of each project, identify critical elements that may affect the schedule, and designate appropriate staff to address these elements quickly. At these meetings, resource needs are identified and addressed immediately. The success of our team's approach to management of contracts is reflected in our ability to continue to secure this type work from a wide variety of clients within both state and local government.

E. Effect of Project Team Location

This Genesis utility engineering team has worked together for many years on Leon County Public Works projects. Genesis' Tallahassee office is conveniently located at 2507 Callaway Road, Suite 100, Tallahassee, Florida 32303. All of our team's key staff, including subconsultants, are located in Tallahassee offices and are well acquainted with the unique needs of our community. Being established locally has enabled us to develop strong professional relationships with many of the project stakeholders including permit entities, utility providers, major landholders, and public officials. These relationships enhance our ability to overcome potential obstacles that can temporarily, or even permanently, delay an important project.



F. Approach to the Project

Genesis is uniquely qualified to provide an efficient and cost effective approach for the Woodside Heights Wastewater Retrofit project. Through our extensive work with Leon County and the City of Tallahassee over the past 20 plus years, Genesis has an excellent understanding of the issues and concerns of the County and the City with regards to gravity sewer line and pump station/forcemain design. This understanding will allow us to be sensitive to your needs and concerns during design, permitting, and construction, while enabling us to meet the proposed schedule for the project. The technical knowledge we have regarding wastewater retrofit projects completed in Tallahassee is unmatched by most other firms in the City.

Our understanding of and approach to the Woodside Heights Wastewater Retrofit Project Requirements are outlined below.

General Outline of Project Plan

A. Kick-Off Meeting

Prior to conducting any design related services, Genesis will develop a kick-off meeting agenda and distribute to all parties prior to the scheduled meeting date. Key members of the Genesis project team will attend the project kick-off meeting. Key items to be discussed at the meeting would include the County's vision and critical success factors for the project, project schedule, and perhaps of most importance, the lines of communication to be utilized throughout the project.

B. Distribution of Scope

At the commencement of the project, the Project Manager will provide each technical staff member with a copy of the scope of services for the project along with the project schedule.

C. Design Update Meetings

Genesis will attend regularly scheduled status meetings with the County. The meetings will be on an as needed-basis, but at a minimum will occur monthly during the design period and at critical decision points. These meetings will serve to update the County Project Manager as to the status of the project, identify critical decisions to be made, and any design issues that may need to be addressed. In between these regularly scheduled meetings, we will provide the County with bi-monthly updates via telephone and emails. Additionally, we will be available at any time to discuss project issues and hold meetings that may be necessary.

D. Construction Update Meetings

Once the project moves into the construction phase, Genesis will continue our coordination efforts by attending monthly status meetings with the County. These meetings will serve to update the County as to the status of the project, identify critical decisions to be made, and any construction issues that may need to be addressed.

E. Project Coordination

Genesis understands and appreciates the need for placing the highest priority on listening and communicating with the County. Based upon the complexity and overall importance of the project and the number of parties that could be involved in the decision-making process, Genesis has the ability to disseminate information to the parties including the general public.

F. Public Informational Meetings

Genesis recommends that public informational meetings be held as a means of providing the residents of the Woodside Heights Neighborhood with information about the project. We propose to hold two such meetings during the design phase.

The first would be scheduled following the 30% design submittal. At that point in the design we will be in a position to discuss any pertinent issues. This information will be shared with the affected residents so that they are aware of the intent of the project and how it may impact them. Comments and concerns will be solicited.

The second meeting would be scheduled following the 90% design submittal. At that point in the design we will be in a position to present essentially the final design. This information will be shared with the neighborhood and again comments and concerns will be solicited.

Design and Permitting Services

The following work tasks and approaches are proposed for the Design and Permitting Services Phase:

A. 30% Design:

The 30% design will establish the basic pipe routes and determine potential critical areas such as conflicts with existing utilities and possible disturbance of trees and plantings along the rights-of-way. Genesis will take into consideration unique situations such as service lateral locations and other restrictive situations. In addition to the possibility for easements or additional right-of-way to construct the utility systems including the Pump Station site will be determined. The methods for crossing driveways and roadways, general location of service laterals, locations of hydrants, maintaining proper horizontal and vertical separations with other utilities, as well as many other design considerations, will be established during this important phase.

Field reconnaissance work will be completed to identify potential locations for the Pump Station. These potential locations will then be discussed with Leon County and the City. Once this is complete, field survey and geotechnical investigations can be scheduled and completed.

Full field surveys will be performed under this contract and provide the basis for preparation of detailed design drawings. The survey will cover the limits of the selected rights-of-way for connections to existing water and sewer systems, the proposed pipe routes, and indicate existing utilities and other pertinent ground features. In addition, limited property surveys of the parcels to be served by the new sewer system will be completed to locate the existing septic tank connection points and finished floor elevations so the gravity lines can be designed at the appropriate depths. Genesis will also obtain copies of available sanitary sewer maps, water and storm system maps from Leon County, City Stormwater Division, and the City Underground Utilities Division, as appropriate, for comparison to survey data. We will also review any record drawings for related construction in the project area.

At a minimum, the 30% design will include:

1. Topographic survey.
2. Coordination with EGS to define subsurface conditions along the proposed pipe routes and obtain foundation recommendations for the new lift station.
3. Identify general electrical power requirements and loads as well as SCADA requirements.
4. Identify all required permits and agencies to obtain permits.

5. Coordinate with EGS to evaluate natural features along the proposed corridors to include slopes, watercourses, wetlands, protected trees, and threatened or endangered species.

30% Design Submittal:

- a. Preliminary plan set with horizontal alignments established.
- b. Cover sheet, general notes, key map, plan sheets to scale (scale size to be determined with County).
- c. Preliminary opinion of construction costs.

B. 60% Design:

Following the 30% design submittal, we will proceed to the 60% design point. The 60% design phase of the project will allow for refinement of the design to meet the requirements of Leon County, the City, and regulatory agencies. The plans will be logically and thoroughly developed to provide all necessary information to the bidders and the eventual contractor for successful construction.

This will generally include:

1. Prepare the plans and draft technical specifications for the new and modified existing facilities.
2. Update preliminary opinion of probable construction cost for the proposed improvements
3. Submit two copies of 60% design documents to Leon County for review.
4. Attend a 60% design review meeting with Leon County.
5. 60% design documents, including:
 - a. Complete plan set with all design shown.
 - b. Cover sheet, general notes, key map, plans sheets at established scale, horizontal control plans, typical details, special details.
 - c. Draft specifications and bid forms.
 - d. Updated preliminary opinion of construction costs.
 - e. Required permit applications.

C. Final Design:

Following the 60% design submittal meeting, Genesis will proceed to final design. This will generally include:

1. Prepare final contract documents (plans and specifications) for the proposed improvements. Submit one reproducible and one hard copy of plans and specifications, with electronic files on a CD.
2. Provide four signed and sealed sets of contract documents for the purposes of Leon County's record and distribution to permitting agencies.
3. Prepare engineers' final opinion of probable construction cost for the overall project.

The number of design plan sets and other submittals to be delivered to Leon County and to regulatory agencies will be determined to meet applicable requirements. During each project phase, careful

evaluation and consideration will be given to determine accurate construction costs, establish utility coordination, develop applicable environmental permitting, and maintain close coordination and communications with the County.

D. Property Acquisition Services

As stated in addendum 1 to the RFP, the County has requested "Acquisition services shall include the identification of real property necessary to implement the project under the threat of condemnation pursuant to the guidelines provided in Section 73.015, Florida Statutes; determination of full compensation for the necessary property; and coordination with the Leon County Attorney's Office for the preparation and execution of all documents necessary for acquisition of the project site and, if necessary, for the commencement of condemnation lawsuit." Genesis has included Steven P. Lastowski of Lastowski Realty on our team to provide property acquisition and related services on this project.

E. Permitting Coordination/Project Management

Genesis will prepare necessary permit application forms plus coordination throughout the project for the following items:

1. Construction permits for the proposed improvements.
2. Coordinate with the County regarding any environmental permits.
3. Coordinate with FDOT regarding Utility Permits that may be required.

F. Bidding Services:

1. Attend a pre-bid conference, if required, and prepare meeting minutes for this conference.
2. Issue clarifications to bidders.
3. Assist with preparation of addenda to the contract documents as may be required.
4. Review the bids and prepare a written award recommendation for the County.

Construction Services

Genesis has a long-standing commitment to the special requirements of construction phase services. Members of our staff have the specialized experience required to conduct a highly effective program of resident observation, construction administration, and project closeout. We focus on efficiency, practicality, and claims avoidance. We have the experience that enables us to anticipate potential construction problems, delays, and contractual conflicts giving us the ability to support our clients effectively through the duration of construction as well as the start-up and operational phase.

Additional services provided by Genesis include:

Pre-Construction Phase:

- Review all project documents
- Identify potential problem areas
- Conduct pre-bid conferences
- Issue addendum to bidders requests for information/clarification
- Evaluate bids
- Recommend contract award to Owner
- Provide Notice of Award

- Document pre-construction conditions
- Preparation of testing and submittal plan
- Contract Execution

Construction Phase:

- Contract administration construction engineering
- Resident or part-time observation
- Prepare daily construction reports
- Witness and document completed work items
- Witness all tests
- Measure quantities for payment
- Provide photographic records of site conditions
- Review final as-built survey
- Analyze contractor claims
- Coordinate start-up activities
- Evaluate and prepare change orders
- Provide field engineering-and design services and respond to Contractor's request for information
- Maintain record prints
- Line and grade checks
- Review payment requests and provide monthly status reports
- Enforce erosion and sediment control requirements
- Analyze and evaluate test results
- Analyze contractor claims
- Coordinate and verify start-up activities
- Conduct substantial and final completion inspections
- Prepare punch lists of incomplete items
- Review final as-built surveys

Post-Construction Phase:

- Certify contract completion
- Prepare contract completion report
- Prepare record drawings
- Provide photographic, written, and videotape records
- Represent client in residual claims, claims preparation/defense
- Conduct post-construction performance monitoring program
- Expert witness and advisor to counsel

A. Construction Inspection Procedures:

Genesis and its staff have been providing construction inspection services for private developers, corporations, cities, and counties for more than 20 years.

Genesis services include preparation of reports, pay estimate approval, construction schedule approval, testing of material, maintenance of traffic, complex drainage, and complex roadway construction monitoring.

Construction Inspection Services and Oversight:

- Track request for information by contractor to avoid delays.
- Track shop drawing reviews and submittal.
- Review of project CADD design files.
- Review project designs to determine that standard specifications apply.
- All documents will be reviewed with the field conditions at the final stages of the project to ensure all site changes have been incorporated.
- Review the plans to ensure the work descriptions are clear and concise.
- Perform a four-way check of plan quantities including compatibility between:
 1. Design plans
 2. Quantity computations
 3. Cost estimates
 4. Summary of pay items

Construction Field Adjustment. Every effort will be made early on to identify and provide solutions for any potential problems so as not to delay the project. If an adjustment in the field becomes necessary, Genesis will coordinate with the contractor and document all revisions to the project plans.

Coordination. Genesis project staff are fully aware on the intricate coordination efforts that need to take place. All correspondence, decisions, and submittals to the County will be the responsibility of Project Manger. Documentation of all project activities will be included in the daily progress reports.

Genesis will hold team meetings to coordinate all the efforts of the members of the project team and to closely monitor the project schedule. Issues that will be discussed at team meetings will include reviewing progress and discussions on upcoming and ongoing activities; request for information, and assigning responsibilities and schedules for specific tasks.

Close coordination between the County and the contractor are of paramount importance. It is the responsibility of Genesis to ensure that all parties involved are kept informed and advised of construction events as the work progresses.

Permit Compliance. Permit compliance will be reviewed to ensure that applicable requirements of permits are met.

B. Reports/Record Documents:

Genesis will provide the County with the original and as-built plans of contract drawings. Drawings and computations provided to the County will be signed and sealed by a licensed design professional.

Genesis will compile daily reports as necessary. These will be included in a weekly progress report submitted to the County, and minutes of all meetings will be taken and memorandum prepared.

Genesis and all members of the construction team recognize the importance our client's place on Quality Assurance/Quality Control as a method of producing work of high quality, accuracy, and completeness. Genesis' QA/QC plan sets forth a systematic approach to be used in developing a quality

product using uniform guidelines and procedures and will be coordinated with the contractors QA/QC. The procedure identifies responsibilities and requires that all project team members be responsible and accountable for the accuracy and completeness of the construction contract documents produced.

Project Management Controls

Genesis' emphasis and success in meeting project schedules is due, in part, to the strength and flexibility of our project management procedures. The following describes Genesis' standard procedures associated with the schedule. These would be tailored to the specific needs of the County.

Project Plan. This plan provides a mechanism to distribute fundamental information to the project team that is critical to the proper fulfillment of the executed agreement. The purpose of this document is to outline the scope of work and to identify project personnel, project schedule, inter-discipline coordination, document control, quality assurance personnel, and methods for completing the project on schedule, and reporting progress on the project to the client.

Schedule Control. Genesis is experienced in maintaining established schedules for the duration of multidisciplinary projects. Regular meetings are held with project team members to review the status of the scope of work, established deadlines, and deliverables. Additionally, project status reports are prepared on a regular basis and are reviewed by our Project Manager for compliance with the project plan established at the initiation of the project.

Quality Assurance/Quality Control (QA/QC). Genesis has an established procedure in place for QA/QC. This procedure is tailored to fit each project and is identified and documented in the project plan. Internal and task reviews will be scheduled at the beginning of the project. The approach to quality control begins with development and review of individual project components followed by a review of the project in its entirety in order to provide project continuity and constructability among the numerous elements.

The QA/QC team will attend project meetings to maintain an appropriate level of involvement and to keep the project team focused on project objectives. The QA/QC team will be available during the development of the design tasks as internal consultants, providing input as required. This approach stresses error avoidance rather than simply error identification.

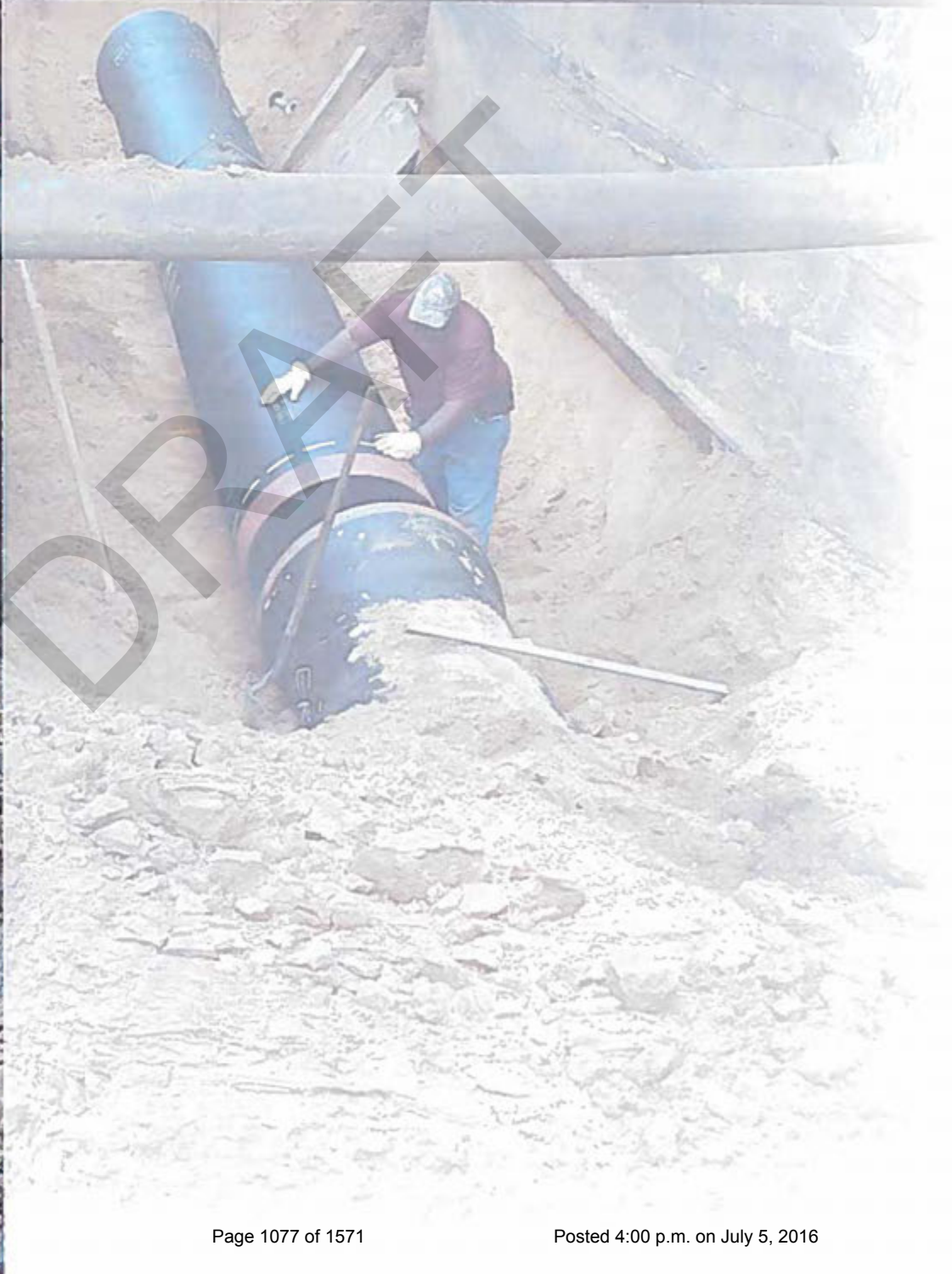
The QA/QC team leader, in coordination with Genesis' Project Manager, will take the following approach to quality assurance:

1. A senior level engineer with technical expertise relative to each element within the project will perform a review of his/her respective discipline.
2. The project documents will be checked for coordination between disciplines. This is performed in order to identify possible conflicts or omissions.



Appendix A:

Required Forms





Appendix A. Required Forms

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
 Proposal Number: BC-05-17-16-23
 Opening Date: May 17, 2016 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN REQUESTS FOR PROPOSALS (RFP)

Respondent: GGI, LLC, dba Genesis

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this MWBE Participation Plan with their proposal. This submitted MWBE Participation Plan shall include completion of Tables 2, 3, 4, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:

- a) Aspirational Targets for MWBE Participation. The aspirational targets for this project are identified in Table 1.

**Table 1
 Aggregate Aspirational Targets**

MWBE Classification	Aspirational Targets
Certified Minority/Woman Business Enterprises (MWBE)	10% of the total anticipated contract value

- b) MWBE Points. As part of the selection process for the project, the evaluation process will include a maximum MWBE utilization total score of ten (10) points as listed in Table 2 below.

**Table 2
 Points for MBE and WBE Participation Levels
 (Professional Services Sub-consultant)**

Please check the appropriate box to designate the level of participation that will be a contractual commitment.	Points
<input type="checkbox"/> The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 10% by certified MBE or WBE firms and will meet or exceed aspirational targets.	10
<input checked="" type="checkbox"/> The Respondent certifies that they will meet or exceed aspirational targets through subcontracting to certified MBE and WBE firms.	8
<input type="checkbox"/> The Respondent certifies that they will meet at least 50% of aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted based on the guidelines referenced in Section 5 of this Participation Plan.	6
<input type="checkbox"/> The Respondent certifies that they will meet at least 20%, but less than 50%, of aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted based on the guidelines referenced in Section 5 of this Participation Plan.	4
<input type="checkbox"/> The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0



RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
 Proposal Number: BC-05-17-16-23
 Opening Date: May 17, 2016 at 2:00 PM

Section 2 - Respondent's Proposed MBE and WBE Participation. Respondent shall complete Table 3, identifying each certified MBE and/or WBE firm they intend to use on this project. Attach additional sheets as necessary.

**Table 3
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)	Type of Service to Provide
Minority Business Enterprise(s)				
a.				
b.				
c.				
d.				
e.				
Women Business Enterprise(s)				
a. Environmental & Geo-technical Specialties, Inc.	104 North Magnolia Drive Tallahassee, FL 32301	850-386-1253	F	Geotechnical and Environmental
b.			F	
c.			F	
d.			F	
e.			F	
¹ Certification – Attach and submit a copy of each MBE and WBE certification with the proposal. ² Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.				

If you do not list MBE's and WBE's to meet the listed total aspirational targets, you must complete and submit a **Good Faith Effort** statement. Failure to submit a **Good Faith Effort** statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

State of Florida

Minority, Women & Florida Veteran Business Certification

Environmental & Geotechnical Specialists, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

04/29/2014 to 04/29/2016



Craig J. Nichols
Craig J. Nichols, Secretary
Florida Department of Management Services



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RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
 Proposal Number: BC-05-17-16-23
 Opening Date: May 17, 2016 at 2:00 PM

Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 4 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 4

Non-MBE and WBE Intended Utilization			
Firm's Name	Firm's Address	Firm's Phone #	Type of Service to Provide
a. Meridian Surveying	3201 Shamrock St. S., Ste 101 Tall, FL	850-668-7641	Surveying Services
b. Steven P. Lastowski	3067 Hawks Glen, Tall, FL	850-524-6336	Property Acquisition
c.			
d.			
e.			

Section 4 – Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the MWBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature  Title Vice President Date May 13, 2016

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for MWBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive. Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

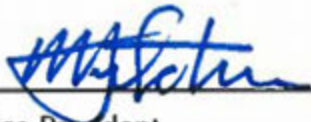
- (1) Advertising for participation by MWBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
- (2) Documenting that the bidding Prime Contractor provided ample time for potential MBE and 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.
- (3) Contacting the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- (4) Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all MWBEs that were contacted and the method of contact.
- (5) Documenting follow-up telephone calls with potential MWBE Subcontractors encouraging their participation.
- (6) Allowing potential MWBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWBEs.
- (7) Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
- (8) Other documentation indicating their Good Faith Efforts to meet the aspirational targets.



RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: 
Title: Vice President
Firm: GGI, LLC, dba Genesis
Address: 2507 Callaway Road, Suite 100, Tallahassee, Florida 32303

DRAFT



RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:

Indicate Best Rating: A
Indicate Best Financial Classification: XIV

Business Auto:

Indicate Best Rating: A
Indicate Best Financial Classification: XIV

Professional Liability:

Indicate Best Rating: A
Indicate Best Financial Classification: XIV

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: A
Indicate Best Financial Classification: X

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.



RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Laurie.Sack@stahlinsurance.com


Claims will be directed to Laurie Sack (person/agency) at _____ (address/fax/e-,mail) for investigation and appropriate handling.

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 David Hutcheson, P.E., PSM
Typed or Printed

Signature 

Date May 13, 2016

Title Vice President
(Company Risk Manager or Manager with Risk

Authority)



Genesis "From Vision to Reality"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Laurie Sack PHONE (A/C, Ho, Ext): (727) 391-9791 FAX (A/C, No): (727) 393-5623 E-MAIL ADDRESS: laurie.sack@stahlinsurance.com														
INSURED GGI LLC, DBA: Genesis DBA: Genesis CE&I Services LLC 1000 N Ashley Dr Ste 900 Tampa FL 33602	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER C: Endurance American Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: FCCI Insurance Company	10178	INSURER C: Endurance American Specialty Ins Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Endurance American Specialty Ins Co															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: CL1642031488 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TRA0871875	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TRA0871875	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		TRA0871875	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	001WC15A72711	9/20/2015	9/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Full Prior Acts		DPL10006950801 Ded: \$50,000	5/3/2016	5/3/2017	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFP #BC-05-17-16-23 Woodside Heights Wastewater Retrofit Project. Leon County Board of Commissioners, Officials, Employees, & Volunteers are included as additional insureds with respect to General Liability per form CG 2037 04 13 & CG 2010 04 13 if required by written contract. The above mentioned are additional insureds with respect to Auto Liability per the Auto Coverage Form. A Waiver of Subrogation in favor of the above mentioned applies to General Liability if required by written contract.

CERTIFICATE HOLDER Leon County Board of County Commissioners 301 S Monroe St Tallahassee, FL 32301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kelly Petzold/SACK
--	--

ACORD 25 (2014/01)
INS025 (01/14/11)

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RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

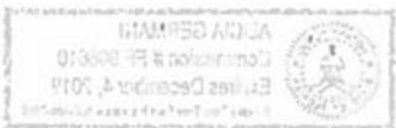
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



 Signature
 Vice President

 Title
 GGI, LLC, dba Genesis

 Contractor/Firm





RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 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: GGI, LLC, dba Genesis

Signature: [Signature] Title: Vice President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 13th day of May, 2016.

Personally known X

[Signature]
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of identification) _____

My commission expires: 12/4/19

ALICIA GERMANI
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.





Genesis "From Vision to Reality"

RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: GGI, LLC, dba Genesis	
Current Local Address: 2507 Callaway Road, Suite 100, Tallahassee, Florida 32303	Phone: 850-224-4400 Fax: 850-681-3600
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: 1000 North Ashley Drive, Suite 900 Tampa, FL 33602	Phone: 813-620-4500 Fax: 813-221-4980

[Signature]
Signature of Authorized Representative

May 13, 2016
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 13th day of May, 2016
By Vice President of GGI, LLC, dba Genesis
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

[Signature]
Signature of Notary
ALICIA GERMANI





Genesis City of Tallahassee Business Certificate

2015-16	CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE		2015-16
	LOCAL BUSINESS TAX RECEIPT		
TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2016			
DBA: GENESIS GROUP			Account Number: 39808
Location: 2507 CALLAWAY B #100			
Address: TALLAHASSEE FL 32303	Type Code	Sub Code:	Type Description:
	675	a	Professional Office
GGI, LLC		The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)	
MARK LLEWELLYN			

DRAFT





RFP Title: Request for Proposals for Woodside Heights Wastewater Retrofit Project
Proposal Number: BC-05-17-16-23
Opening Date: May 17, 2016 at 2:00 PM

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

GGI, LLC, dba Genesis

(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.



Responder's Signature

May 13, 2016
Date

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-05-17-16-23**

Bid Title: RFP Woodside Wastewater Retrofit Project

Opening Date: Tuesday, May 17, 2016 at 2:00 PM

Item/Vendor	Genesis	Stantec	Preble-Rish
Manual Signature	yes	yes	yes
Original and 5 copies	yes	yes	yes
MWSBE	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
Drug free Workplace	yes	yes	yes
No Bid:			

Tabulated By: 

Joanne Jennings

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-05-17-16-23**

Bid Title: RFP Woodside Wastewater Retrofit Project

Opening Date: Tuesday, May 17, 2016 at 2:00 PM

Item/Vendor	Hatch-Mott		
Manual Signature	yes		
Original and 5 copies	yes		
MWSBE	yes		
Insurance	yes		
Certificate Debarment	yes		
Affidavit of Immigration	yes		
Drug free Workplace	yes		
No Bid:			

Tabulated By: _____



 Joanne Jennings

Woodside Heights Wastewater Retrofit Project Proposal Scoring Sheet

Evaluation Committee Scoring Sheet

Firm	Scores by Theresa Heiker	Scores by Justin Hosey	Scores by Tom Brantley	Scores by Stephen Kelly	Average of Committee Scores
Hatch Mott MacDonald	89	77	87	74	81.75
Stantec	72	71	57	71	67.75
Genesis	60	74	72	62	67
Dewberry Preble-Rish	57	67	63	62	62.25

Woodside Heights Wastewater Retrofit Project

Evaluation Committee Interview Ranking Sheet

Firm	Rank by Theresa Heiker	Rank by Justin Hosey	Rank by Tom Brantley	Rank by Stephen Kelly	Average Rank
Genesis	2	1	2	1	1.5
Hatch Mott MacDonald	3	2	1	2	2
Stantec	1	3	3	3	2.5

Note: All firms received identical scores for Local Preference and MWBE. Consequently, these factors do not appear in the ranking calculations.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #27

Leon County Board of County Commissioners

Cover Sheet for Agenda #27

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the 2016 Status Report on the Leon County Water Quality Monitoring Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E, Director of Public Works Robert Mills, Assistant Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Theresa B. Heiker, P.E., Stormwater Management Coordinator Johnny Richardson, Water Resource Scientist

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendations:

Option #1: Accept the 2016 Status Report on the Leon County Water Quality Monitoring Program (Attachment#1).

Report and Discussion

Background:

This agenda item provides the Board with the County's Annual Water Quality Monitoring Report. The information contained in the report is provided to the appropriate state and federal regulatory agencies on an on-going basis in support of permit requirements. Additionally, the information in the report is utilized by staff in making future recommendations related to capital project funding requests in support of maintaining healthy water bodies.

In 1988, the FSU Center for Aquatic Research and Resource Management undertook sampling of various Leon County lakes and stormwater ponds to document the response of natural lakes to stormwater runoff. Beginning in 1991, Leon County provided grant funding when the research focused on Lakes Jackson, Hall, Ella, Lafayette, McBride/No-Name Pond, Munson, and Talquin. In 1996, the County standardized the sampling program and solicited bids for the work. The first Leon County contract for ambient water quality monitoring was awarded in April 1998, and required monthly sampling of 13 lakes.

Since 1996, the Public Works Department sampled stormwater runoff as required by the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit. The permit requires sampling of streams, stormwater facilities, and sediment to document the impacts of stormwater runoff on the natural waterbodies.

The ambient and stormwater sampling programs were consolidated in 2005. The program includes quarterly water quality sampling along with annual sediment and biological assessments of 13 lakes, 27 streams, and 2 rivers, for a total of 73 stations as indicated on the map (Attachment #2). Field sampling efforts were moved in-house in FY 2010 to reduce program expense; however, laboratory analysis continues to be contracted.

This item is essential to the following revised FY 2012-FY2016 Strategic Initiative that the Board approved at the January 26, 2016 meeting:

- Provide water quality testing. (2012)

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

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

Analysis:

Leon County has many streams and lakes which are in excellent health, and fully comply with the standards established by the state and federal government. These are largely in the undeveloped portions of the unincorporated area. Development or increasing density of existing development can be seen to have impacts such as nutrients and sediment loads in the streams and lakes. As such, retrofit of the existing development and drainage network may be needed to aid in the recovery of the impacted streams, lakes and wetlands. This Water Quality Report provides

information on where land use management will maintain the high quality systems and where capital projects may be needed to restore our lakes, streams and wetlands.

Data collected:

The current program collects quarterly data on approximately 39 water quality parameters at each of the 73 stations. The annual lake sediment analysis involves six laboratory parameters. County staff is certified to perform the field work for the biological assessments (Stream Condition Indices and Lake Vegetation Indices). Stream Condition Indices require laboratory verification of the biological samples.

Use of data:

The program data allows the County to monitor the ecosystem health of the lakes, streams, and rivers of Leon County. This is necessary to document waterbody conditions for potential Total Maximum Daily Load (TMDL) consideration, protect waterbodies from the impacts of increasing development, identify the most effective means of stormwater management, and guide appropriate land use decisions. The data is entered into the Florida STOrage and RETrieval (STORET) database for use by local, state, and federal agencies.

Leon County's program is the primary source of data for the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency (USEPA) TMDL programs regarding waterbodies in the unincorporated areas of the County. This is based on the volume of data collected historically, as well as the number of lakes and streams sampled. The Leon County program is the only systematic effort to monitor the health of waterbodies in the unincorporated areas and is one of the very few comprehensive County programs in Florida.

Long-term data is critical to identify trends in water body health and to recommend changes to water quality standards. Areas with limited development, such as Miccosukee and Ft. Braden, are monitored to establish a "baseline" condition. Data collected demonstrates that relatively healthy systems, like Lake Miccosukee and Freeman Creek, did not always meet former state minimum oxygen level standards. The discrepancy between the state standard and the documented health of these systems led the Florida Department of Environmental Protection (FDEP) to modify the state water quality dissolved oxygen standard to more accurately reflect natural conditions.

In contrast, sampling in relatively undeveloped areas also allows for the comparison of urbanized vs. rural water bodies. The comparisons assist staff in making decisions regarding the proper course of action in the potential restoration of the impacted systems as well as protecting the native system from the same type of impacts. Lake Talquin is an example of a waterbody in the rural area which has shown increasing nutrient levels during the sampling period placing it on the Impaired Waters list. The FDEP has been working since 2011 with Georgia Environmental Protection Division, the US EPA and many stakeholders such as Leon County to develop a TMDL for the lake. A draft TMDL is expected to be issued this summer.

Monitoring in heavily developed areas, such as the Lake Jackson and Lake Munson Basins, is required by regulatory agencies under state and federal permits. Monitoring may demonstrate the benefits of capital projects and non-structural efforts to reduce pollutant loads to all water bodies.

This is seen with the improving water chemistry downstream of the new Harbinwood Facility in Jackson Heights Creek.

Alternately, monitoring shows where further improvements could be made. For example, the Munson Slough and Lake Munson water quality results continue to show the effects of upstream urbanization (excessive water velocity, nutrient enrichment, sediment smothering, etc.), despite the construction/restoration of Lake Henrietta and the Lake Munson 2010-2011 drawdown. The Science Advisory Committee convened a full-day discussion regarding Lake Munson on June 9 to explore past restoration efforts and consider potential future efforts. The SAC will be providing a report to the Board by the end of the calendar year.

Potential Future Actions:

The County's MS4 permit requires a plan to identify sources of fecal coliforms and reduce loadings from stormwater outfalls to water bodies with adopted fecal coliform TMDLs. Sources of fecal coliforms can include wildlife or pet waste, wastewater collection systems, and septic tank runoff. The FDEP recently adopted a subgroup of the fecal coliform bacteria, *Escherichia coli* (*E.coli*), to identify potential fecal contamination. Creeks in both rural and urban areas exceeded the *E. coli* standards in 2015. FDEP is developing guidance to communities on necessary actions expected to identify and reduce bacterial contamination. These requirements will be included in the upcoming MS4 permit renewal.

The frequency of algal blooms appeared to be reduced in 2015; however, algal blooms in Lakes Munson, Bradford and Upper Lake Lafayette were observed. Samples are taken during algal blooms to establish the water chemistry conditions contributing to the bloom. In addition, elevated levels of lead and copper were noted in 2015 samples. The Florida Department of Health has not issued consumption or contact advisories for the affected lakes. County staff is working with FDEP to investigate the metal exceedances. Any recommended restoration activities for the lakes will be brought back as part of future budget requests.

The report has been compiled into a single document for this agenda for ease of reference. The individual reports are readily accessed from the Leon County website at: www.LeonCountyFL.Gov/Water.

Options:

1. Accept the status report on the Leon County Water Quality Monitoring Program (Attachment #1).
2. Do not accept the status report on the Leon County Water Quality Monitoring Program.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. 2016 Water Quality Monitoring Program Status Report
2. Location Map – Leon County Water Quality Stations

2016 Leon County Water Quality Report

www.LeonCountyFL.Gov/Water

TABLE OF CONTENTS

WATERBODY: ALFORD ARM CREEK.....	4
WATERBODY: APALACHEE CREEK.....	7
WATERBODY: CHICKEN BRANCH.....	9
WATERBODY: DRY CREEK.....	12
WATERBODY: FISHER CREEK.....	14
WATERBODY: FREEMAN CREEK.....	16
WATERBODY: GUM CREEK.....	19
WATERBODY: HARVEY CREEK.....	22
WATERBODY: JACKSON HEIGHTS CREEK.....	25
WATERBODY: LAFAYETTE CREEK.....	28
WATERBODY: LAKE BRADFORD.....	31
WATERBODY: LAKE CARR.....	34
WATERBODY: LAKE CASCADE.....	38
WATERBODY: LAKE HALL.....	40
WATERBODY: LAKE HIAWATHA.....	43
WATERBODY: LAKE IAMONIA.....	45
WATERBODY: LAKE JACKSON.....	49
WATERBODY: LAKE LAFAYETTE.....	52
WATERBODY: LAKE MCBRIDE.....	58
WATERBODY: LAKE MICCOSUKEE.....	61
WATERBODY: LAKE MUNSON.....	65
WATERBODY: LAKE TAQUIN.....	70
WATERBODY: LAKE WEEKS.....	75
WATERBODY: LEXINGTON CREEK.....	77
WATERBODY: LOST CREEK.....	79
WATERBODY: LOUVINIA CREEK.....	81
WATERBODY: MEGINNIS CREEK.....	83
WATERBODY: MUNSON SLOUGH.....	86
WATERBODY: NORTHEAST BLACK CREEK.....	93

WATERBODY: NORTHEAST DRAINAGE DITCH.....	96
WATERBODY: OCHLOCKONEE RIVER.....	99
WATERBODY: PANTHER CREEK.....	103
WATERBODY: PATTY SINK DRAIN.....	105
WATERBODY: PLANTATION STREAM.....	107
WATERBODY: POLK CREEK.....	110
WATERBODY: SOAPSTONE CREEK.....	113
WATERBODY: ST. MARKS RIVER.....	116
WATERBODY: SUMMER CREEK.....	118
WATERBODY: TALL TIMBERS CREEK.....	121
WATERBODY: UNNAMED STREAM AT CHAIRES CROSSROAD.....	124
WATERBODY: WEST BLACK CREEK.....	127
LAKE BRADFORD LAKE VEGETATION INDEX RESULTS.....	129
LAKE CARR LAKE VEGETATION INDEX RESULTS.....	132
LAKE CASCADE LAKE VEGETATION INDEX RESULTS.....	136
LAKE HALL LAKE VEGETATION INDEX RESULTS.....	139
LAKE HIAWATHA LAKE VEGETATION INDEX RESULTS.....	143
LAKE JACKSON LAKE VEGETATION INDEX RESULTS.....	146
LAKE MCBRIDE LAKE VEGETATION INDEX RESULTS.....	150
LAKE MUNSON LAKE VEGETATION INDEX RESULTS.....	154
LAKE PINEY Z LAKE VEGETATION INDEX RESULTS.....	158

Waterbody: Alford Arm Creek



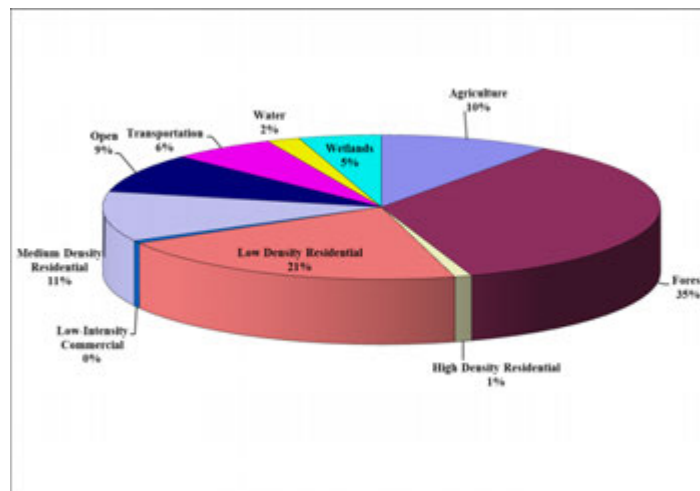
Basin: Lake Lafayette

The Alford Arm tributary is a moderately altered, nitrogen-limited stream located in the northern part of Leon County. The tributary flows from Lake McBride in the Bradfordville area and receives runoff from the heavily developed Killearn Estates and Killearn Acres neighborhoods. Many of the waterbodies are former agricultural ponds, most notably the Velda Dairy impoundments that are now seen as residential amenities. The zoning designation south of Centerville Road and US 90 remains agricultural.

As shown in the following pie chart, approximately 50% of land use in the 21,729 acre watershed is residential, commercial, agriculture, industrial, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality



standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Alford Arm Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required amount of samples, some conclusions can be made. Based on the geometric mean of the three samples taken in 2015, total phosphorus (0.05 mg/L), and total nitrogen (0.42 mg/L) levels demonstrate that nutrients were below the NNC thresholds.

Dissolved Oxygen

As Figure 1 shows, Alford Arm Creek did not always meet the Class III criteria for % dissolved oxygen (DO) saturation. This is not surprising since low gradient, low flow streams often have low DO levels.

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Alford Arm nutrient levels in 2015 appear to meet the nutrient thresholds for the East Panhandle Region. However, the Class III criterion for % DO saturation was not always met. This is not a surprising result in this low gradient, low flow stream.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample Site 1](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

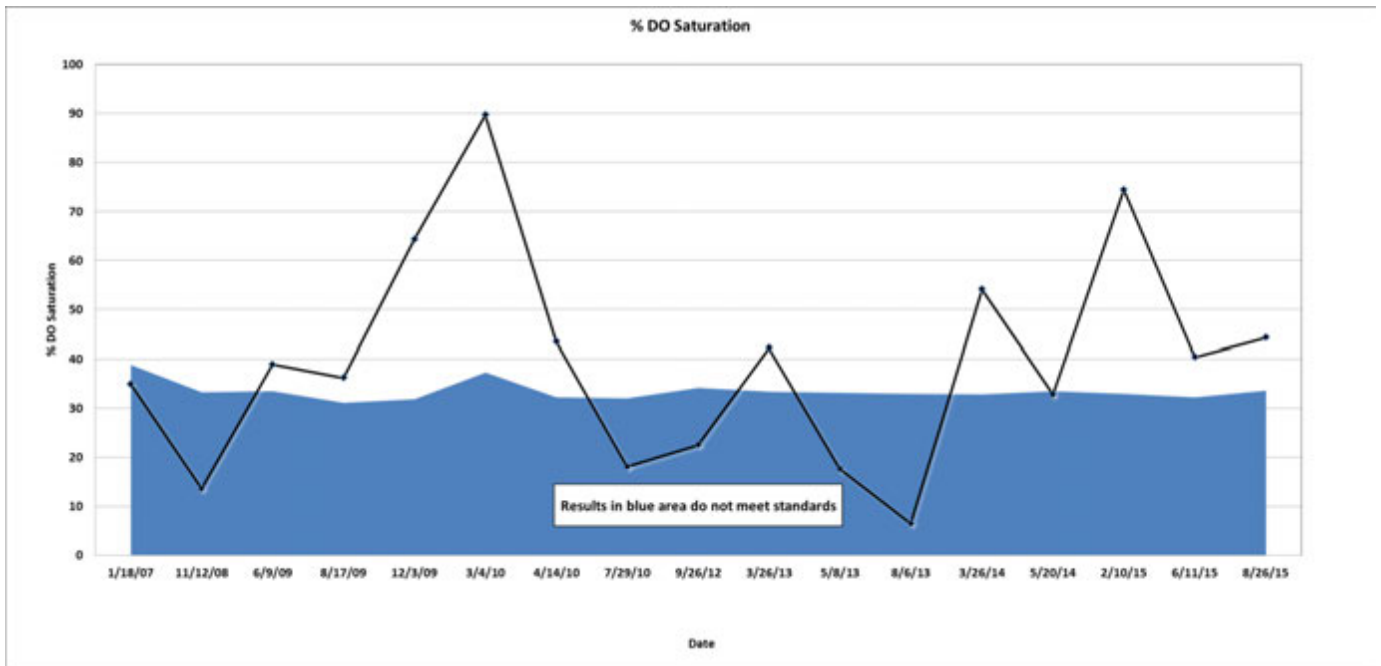
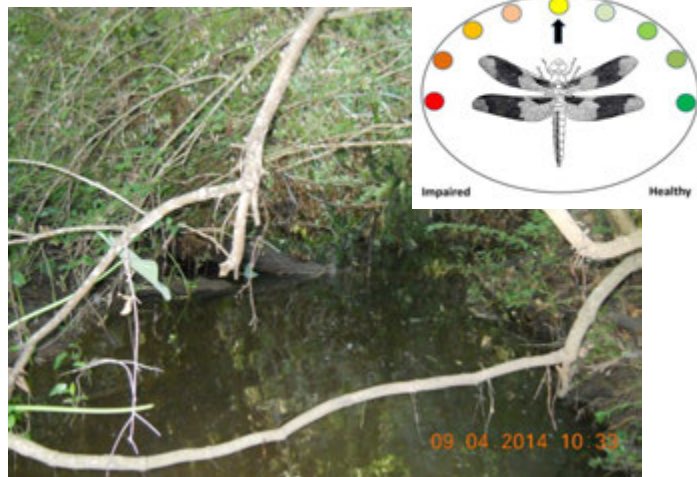


Figure 1. Dissolved Oxygen Percent Saturation results for Alford Arm Creek.

Waterbody: Apalachee Creek



hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water samples were collected to determine the health of Apalachee Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, FDEP data requirements for the NNC could not be met for 2007, 2008, 2010 through 2012 and 2015 (Table 1). The 2009, 2013 and 2014 results showed that the NNC thresholds were not exceeded.

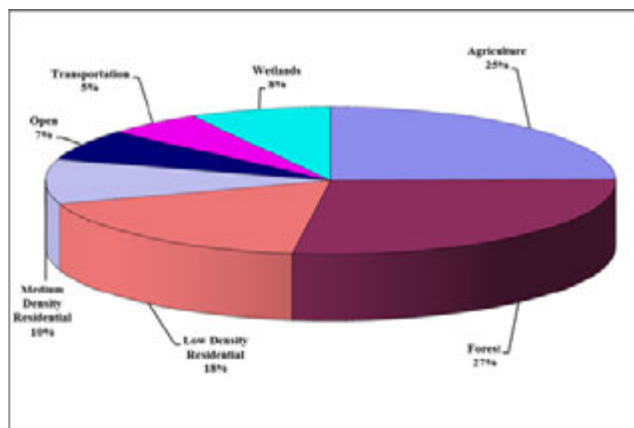
Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Apalachee Creek.

Apalachee Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007- 2008	-	-
2009	0.32	0.11
2010-2012	-	-
2013	0.41	0.12
2014	0.30	0.10
2015	-	-

Basin: Lake Lafayette

Apalachee Creek is a slightly tannic stream that flows north and drains into Lower Lake Lafayette.

As shown in the following pie chart, approximately 58% of land use in the 1,052 acre watershed is agricultural, residential, or transportation. Increases in stormwater runoff, and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse

The total nitrogen level (0.81 mg/L) during the November 5th 2015 sampling event was elevated when compared to the average value (0.46 mg/L) found in this creek. Prior to sampling, the area received 2.83 inches of rain (11/2/15) that possibly led to nitrogen rich runoff flowing into the creek.

Vegetation

Several species of exotic plants line the bank of Apalachee Creek including wild taro (*Colocasia* sp.) and privet (*Ligustrum* sp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Other Parameters

Recently, *E. coli* standards supplanted fecal coliform standards in Florida as an indicator of bacterial contamination. The *Escherichia coli* (*E. coli*) results (132/100 mL) during the November 2015 sampling event exceeded the State criteria of > 126/100 mL in 10% of the samples. Biological oxygen demand values (4.9 mg/L) and total dissolved solids (82 mg/L) were also elevated during the same sampling event. As mentioned before, runoff caused by the rain event probably contributed to the elevated analyte levels found in the creek. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Apalachee Creek met the nutrient thresholds for the East Panhandle Region. Several species of exotic plants line the bank of Apalachee Creek which may affect native wildlife dependent on native plants for food and shelter. The *E. coli* results during the November 2015

sampling event exceeded the State criteria. Biological oxygen demand values and total dissolved solids were also elevated during the same sampling event. Runoff caused by the rain event probably contributed to the elevated levels found in the creek. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 63](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

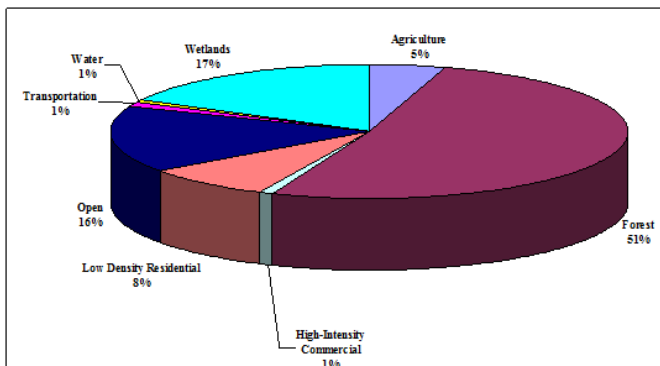
Waterbody: Chicken Branch



Basin: St. Marks River

Chicken Branch is located in southeastern Leon County. The stream is partially fed by Chicken Branch Spring and flows southeast, eventually draining into the St. Marks River.

While the following pie chart shows the majority of the 5,054 acre watershed is relatively undeveloped, residential, commercial, agricultural, and transportation uses make up approximately 15% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in water-

body degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Chicken Branch and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year could not be collected from this station from 2006-2008, 2011-2012 and 2015. The State criteria were not exceeded for either parameter. While neither nitrogen nor phosphorus exceeded historic values in 2014, values were elevated when compared to 2013.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Chicken Branch. The absence of data mean there was not enough data collected (due to lack of water) to fulfill data requirements.

Chicken Branch	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2008	-	-
2009	0.15	0.04

Chicken Branch	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2010	0.43	0.05
2011- 2012	-	-
2013	0.27	0.03
2014	0.41	0.05
2015	-	-

Based on three sampling events in 2015, geometric means of total nitrogen (0.36 mg/L) and total phosphorus (0.08 mg/L) would meet the nutrient criteria.

Dissolved Oxygen

As Figure 1 shows, Chicken Branch did not always meet the Class III criteria for dissolved oxygen (DO). Low DO levels are typical of Florida spring-run streams and are considered normal for Chicken Branch.

Escherichia coli

Recently, *E. coli* standards supplanted fecal coliform standards in Florida as an indicator of bacterial contamination. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the first and third quarters of 2015 (Figure 2). Since the watershed is relatively undeveloped, elevated coliform levels are probably the result of wildlife in the area.

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Chicken Branch met the nutrient thresholds for the Panhandle East Region. Staff considers the low DO values at Chicken Branch a natural condition for spring fed systems. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the first and third quarters of 2015. Since the watershed is relatively undeveloped, elevated coliform levels are probably the result of wildlife in the area. No other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 53.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

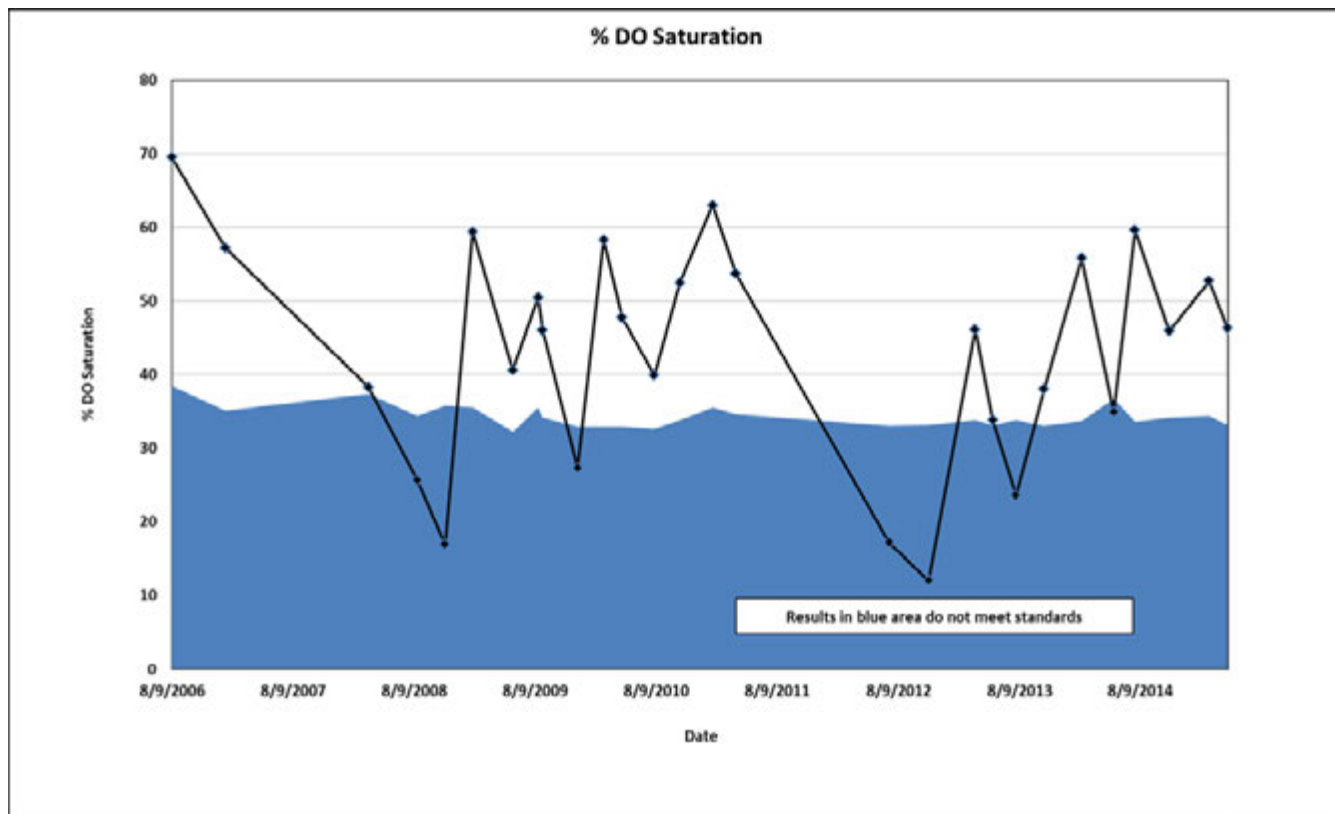


Figure 1. Dissolved Oxygen Percent Saturation results for Chicken Branch.

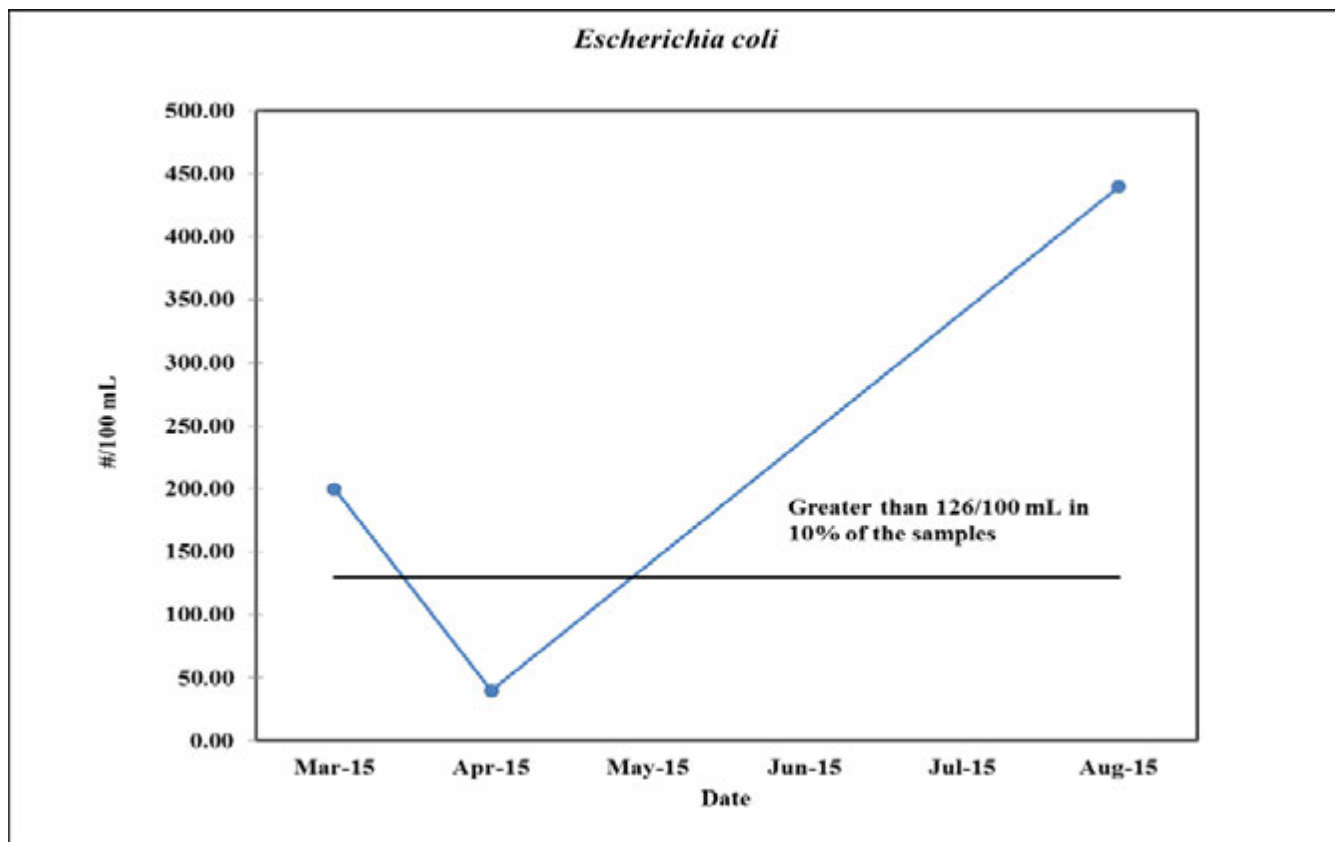


Figure 2. *Escherichia coli* results for Chicken Branch.

Waterbody: Dry Creek



exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Dry Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required amount of samples per calendar year, some conclusions can be made. Based on 15 samples (collected 2007-2015) the geometric mean of total phosphorus (0.06 mg/L), and total nitrogen (0.28 mg/L) would meet NNC criteria. Based on the one sample collected in 2015, total nitrogen (0.23 mg/L) and total phosphorus (0.04 mg/L) met the NNC.

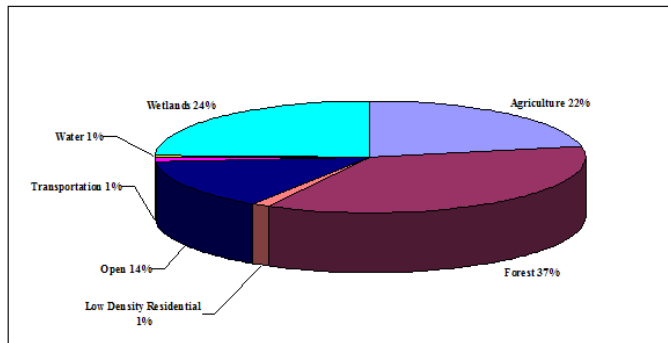
Turbidity

The orange clay sediment that is often on the bottom of Dry Creek is the result of excessive sediment runoff from Old Magnolia Road. Sediment can coat the bottom of a streambed, filling pools, and covering natural habitat of species that live in and utilize the creek for resources. Suspended sediment can also reduce visibility, as shown by the elevated turbidity levels in July 2013 (15.1 NTU). While these levels do not exceed Class III water quality standards (average is 8.8 NTU), it is probable that the sediment is causing clarity issues in Dry Creek. Sediment runoff is not evident further upstream.

Basin: Lake Miccosukee

Dry Creek is located in northeastern Leon County and flows into Lake Miccosukee.

As shown in the following pie chart, agricultural, residential, and transportation land uses account for approximately 24% of the 2,580 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on the samples that staff were able to collect, it appears that Dry Creek would meet the NNC criteria. Elevated turbidity levels in July 2013 did not exceed Class III water quality standards, but excessive sediment is causing clarity issues in Dry Creek. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample Site 11.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

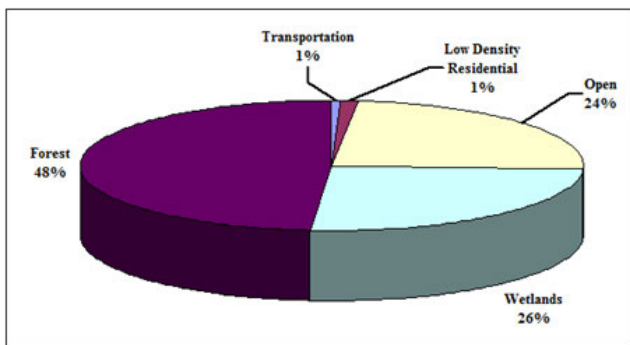
Waterbody: Fisher Creek



Basin: Fisher Creek

Located in the Apalachicola National Forest, Fisher Creek is a phosphorus-limited, naturally dark, tannic stream in southwestern Leon County. The stream eventually enters the Floridan aquifer via a sink located in the Leon Sinks Recreation Area. Dye trace studies have linked this sink to Wakulla Springs.

While the following pie chart shows the majority of the 20,083 acre watershed is relatively undeveloped, residential and transportation land uses make up approximately 2% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include

increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Fisher Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. When data requirements were met, nutrient values were shown to not exceed the state criteria.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Fisher Creek. Due to low water levels, the numeric nutrient criteria data requirements could not be calculated for years 2007, 2011 and 2012.

Fisher Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.48	0.01
2009	0.44	0.01
2010	0.61	0.01

Fisher Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2011- 2012	-	-
2013	0.65	0.01
2014	0.75	0.01
2015	0.68	0.01

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, Fisher Creek met the nutrient thresholds for the Big Bend Bioregion. All other water quality parameters appear to be normal.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

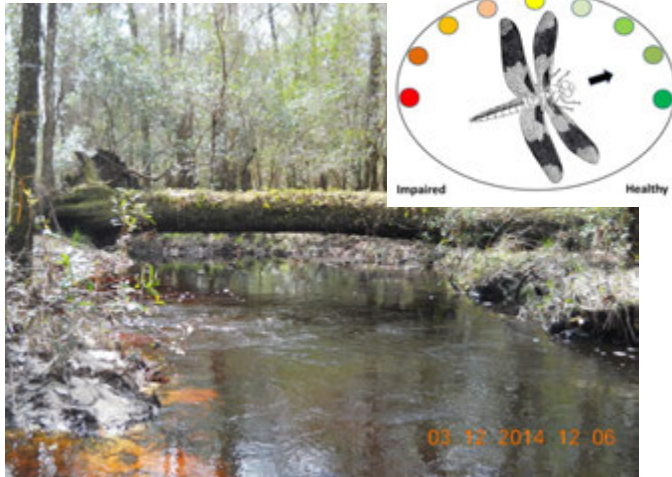
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 50.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Freeman Creek



drologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Freeman Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The State criteria were not exceeded for either parameter. It does appear that nitrogen levels are increasing. It is unknown at this time what the cause(s) may be.

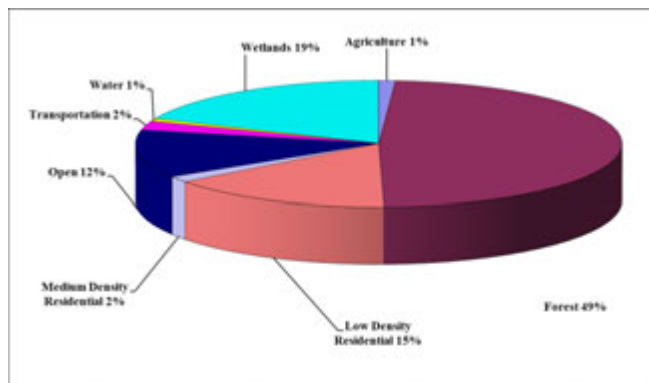
Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Freeman Creek.

Freeman Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.19	0.00
2007	0.27	0.00
2008	0.27	0.00
2009	0.24	0.00
2010	0.34	0.01
2011	0.44	0.01
2012	0.44	0.01

Basin: Ochlockonee River

Freeman Creek is a tannic, slightly acidic, phosphorus limited stream that flows into Lake Talquin and is located in western Leon County.

While the following pie chart shows the majority of the 5,278 acre watershed is relatively undeveloped, residential, agricultural, and transportation land uses make up approximately 20% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hy-

Freeman Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2013	0.42	0.00
2014	0.44	0.01
2015	0.50	0.01

Dissolved Oxygen

Freeman Creek’s percent dissolved oxygen (DO) saturation values were below the criteria several times during the sampling period (Figure 1). Staff believes that this condition is natural since Freeman Creek has passed several bioassessments (last bioassessment was completed in 2012) and there appear to be no anthropogenic causes of the low DO levels.

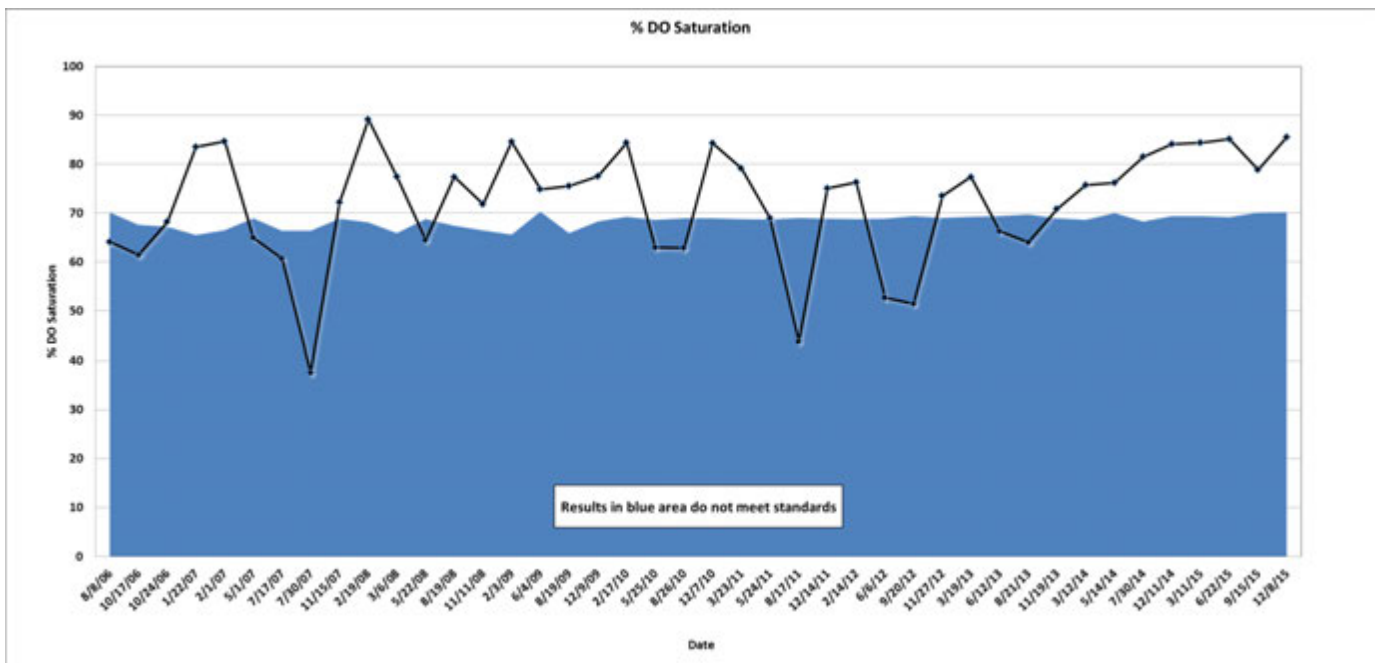


Figure 1. Dissolved Oxygen Percent Saturation results for Freeman Creek.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Conclusions

Based on ongoing sampling, Freeman Creek met the nutrient thresholds for the Big Bend Bioregion. The DO saturation values were below the criteria several times during the sampling period. Staff believes that this condition is natural since Freeman Creek has passed several bioassessments and there appear to be no anthropogenic causes of the low DO levels (e.g., elevated nutrient levels). Other water quality parameters appear to be normal.

Contact and resources for more information

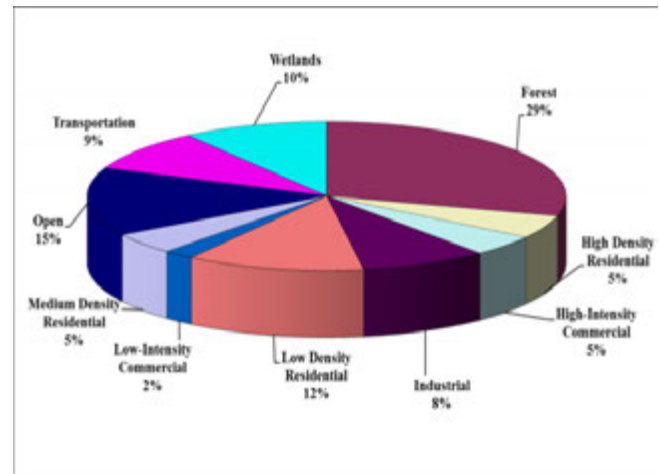
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 44.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Gum Creek



Basin: Lake Munson

The urbanized Gum Creek system is located in central Leon County. Gum Creek meanders south through several wetlands, and eventually flows into Munson Slough.

As shown in the following pie chart, approximately 46% of the land uses in the 5,407 acre watershed are residential, commercial, industrial or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

The Florida Department of Environmental Protection (FDEP) issued a fecal coliform TMDL for portions of Gum Creek in September 2008. The TMDL establishes the allowable loadings to the creek that would restore the creek to applicable water quality thresholds. In this case, fecal coliforms would have to be reduced by 32% to meet the criterion of fecal coliforms not exceeding 400/100 mL Most Probable Number (MPN) in 10 percent of the samples. However, there are no longer standards for fecal coliforms in Florida; the standard has been supplanted by standards developed for *Escherichia coli* as an indicator of bacterial contamination. Staff is unsure how the TMDL will be implemented.

Methods

Surface water samples were collected to determine the health of Gum Creek and meet the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

Tables 1 and 2 represent Gum Creek's annual geometric means of total phosphorus and total nitrogen. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions and

recent construction activity related to the Capital Circle southwest widening, the required amount of samples could not always be collected from the Gum Creek stations. The lack of data means that FDEP requirements for determining numeric nutrient criteria for some stations for several years could not be calculated. Due to low water conditions and construction activity, four temporally independent samples per year were only collected from Station GC2T in 2015. As shown in Tables 1 and 2, Station GC2T's total nitrogen and phosphorus levels did not exceed the state criteria in 2015. Results from other stations showed similar total nitrogen and phosphorus results and would meet the NNC, if sampling requirements could be met.

Table 1. FDEP's total nitrogen criteria for streams applied to Gum Creek. Results in bold signify exceedances of the State criteria.

Gum Creek	Instream Protection Criteria				
	TN (1.03 mg/L)				
Year	GC1	GC2	GC3	GC4	GC2T
2005	0.69	0.63	0.53	0.69	-
2006	1.10	0.89	-	0.57	-
2007-2008	-	-	-	-	-
2009	0.66	-	0.53	0.77	0.59
2010	0.93	-	0.82	1.03	0.75
2011-2012	-	-	-	-	-
2013	0.68	-	0.66	-	-
2014	-	-	-	-	-
2015	-	-	-	-	0.71

Table 2. FDEP's total phosphorus criteria for streams applied to Gum Creek. All results were within the State criteria.

Gum Creek	Instream Protection Criteria				
	TP (0.18 mg/L)				
Year	GC1	GC2	GC3	GC4	GC2T
2005	0.05	0.05	0.10	0.15	-
2006	0.11	0.13	0.08	0.09	-
2007-2008	-	-	-	-	-
2009	0.06	-	0.05	0.08	0.05
2010	0.05	-	0.05	0.07	0.04
2011-2012	-	-	-	-	-
2013	0.04	-	0.06	-	-
2014	-	-	-	-	-
2015	-	-	-	-	0.05

Fecal Coliforms

While values historically exceeded the Class III criterion of fecal coliforms (not exceeding the 400/100 mL Most Probable Number (MPN) in 10% of the samples), there were no exceedances in 2014. As mentioned previously, *E. coli* standards recently supplanted fecal coliform standards in Florida as an indicator of bacterial contamination. Unfortunately, the recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period were exceeded several times in 2015 (Figure 1).

Dissolved Oxygen (DO)

As Figure 2 shows, Gum Creek station GC2T periodically failed to meet to meet the Class III criteria for DO. Station GC4 failed to meet the limit once over the period of record. Due to beaver activity, the flow at station GC2T is often stagnant or flowing very slowly, leading to low DO levels.

Conclusions

With the exception of Station GC1's total nitrogen levels exceeding the state criteria in 2006, Gum Creek met the nutrient thresholds in the East Panhandle Region. Station GC2T periodically failed to meet the Class III criteria for DO. Station GC4 failed to meet the limit once over the period of record. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period were exceeded several times in 2015. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

Johnny Richardson, Water Resource Scientist
(850) 606-1500

Richardsonjo@leoncountyfl.gov

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites GC-1, GC-2T, GC-3 and GC 4.](#)

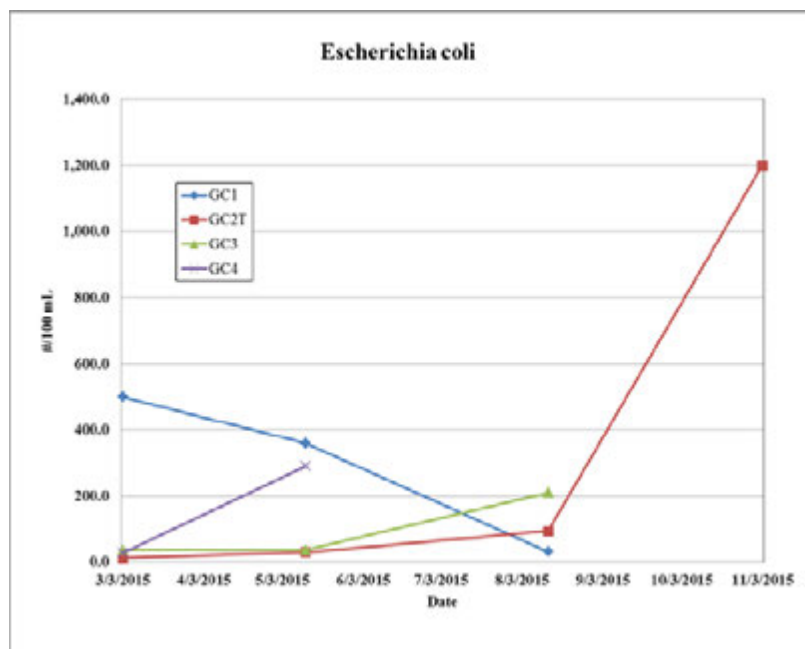


Figure 1. *Escherichia coli* results for Gum Creek.

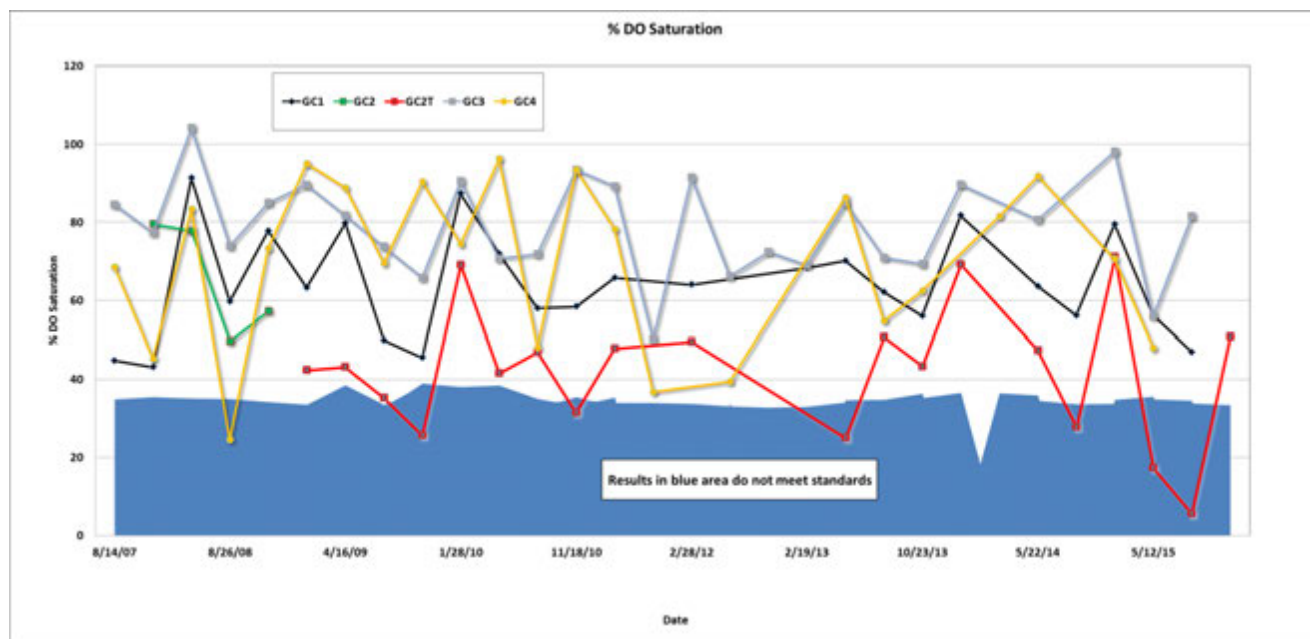
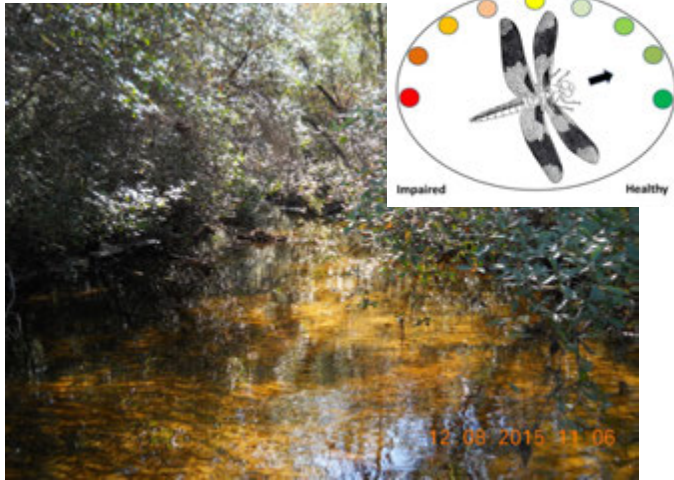


Figure 2. Dissolved Oxygen Percent Saturation results for Gum Creek.

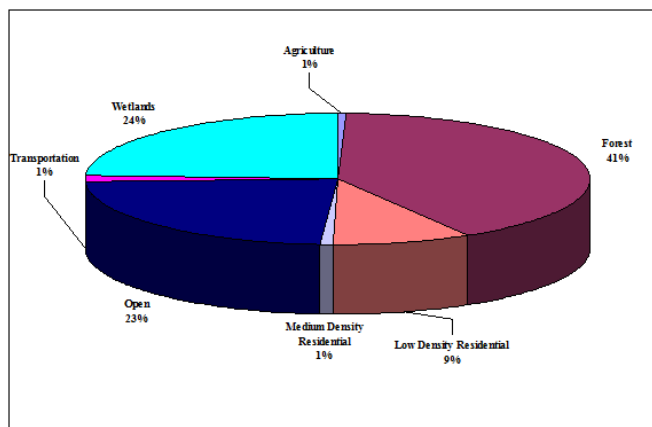
Waterbody: Harvey Creek



Basin: Ochlockonee River

Harvey Creek is a tannic, slightly acidic, phosphorus-limited stream that flows into Lake Talquin and is located in western Leon County.

While the following pie chart shows the majority of the 5,679 acre watershed is relatively undeveloped, residential, agricultural, and transportation land uses make up approximately 12% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include

increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Harvey Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The State criteria were not exceeded for either parameter.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Harvey Creek.

Harvey Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.11	0.00
2007	0.17	0.00
2008	0.15	0.00
2009	0.15	0.00
2010	0.33	0.00

Harvey Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2011	0.43	0.01
2012	0.39	0.00
2013	0.21	0.00
2014	0.35	0.00
2015	0.22	0.01

[Click here for map of watershed – Sample site 39.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Fecal Coliforms and Escherichia coli

FDEP recently revised their bacterial standards and have stopped using the fecal coliform standard and started using the indicator organism *Escherichia coli*. As Figure 1 shows, *E. coli* levels exceeded the Class III water quality standard daily limit (126/100 mL in at least 10% of the samples or more during any 30 day period) twice in 2015. Since the watershed is relatively undeveloped, elevated bacteria levels are probably the result of wildlife in the area.

Conclusions

Based on ongoing sampling, Harvey Creek met the nutrient thresholds for the Big Bend Bioregion. Class III water quality standards for *E. coli* were exceeded twice in 2015. Since the watershed is relatively undeveloped, elevated bacteria levels are probably the result of wildlife in the area. Other water quality parameters appear to be normal.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

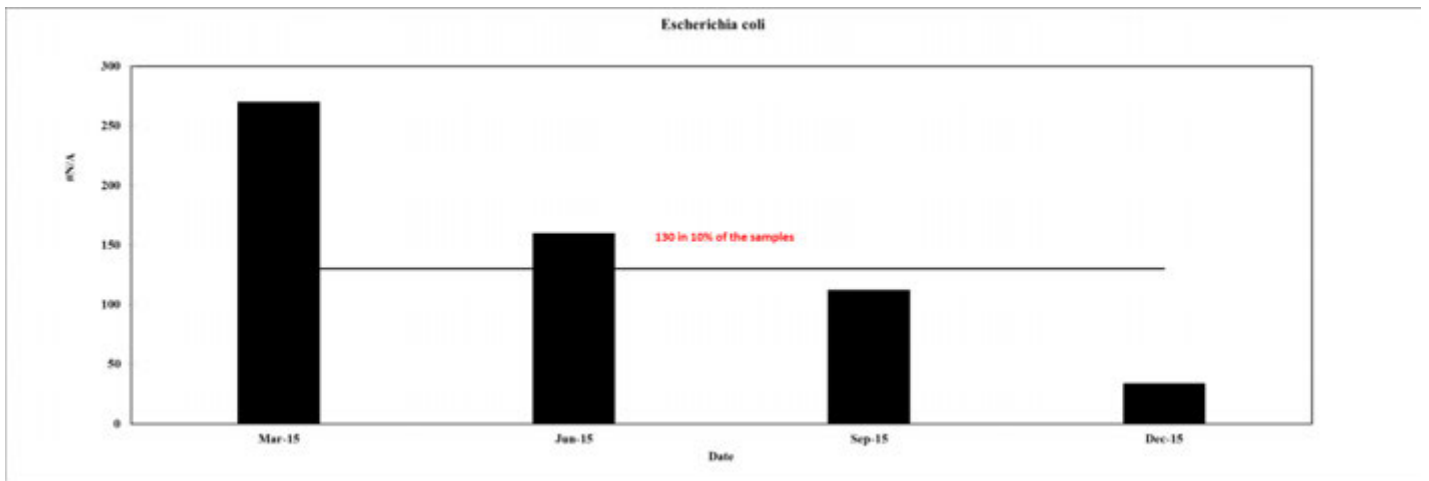
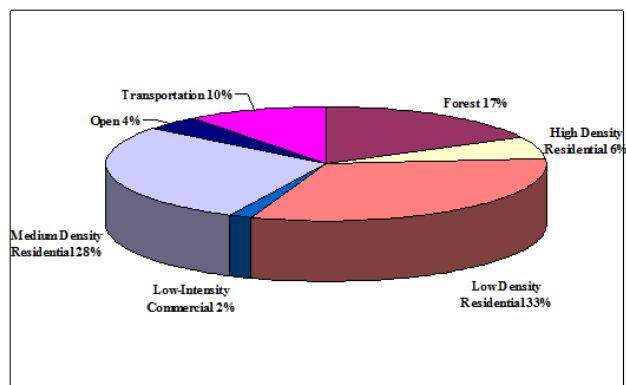


Figure 1. *E. coli* levels (2015).

Waterbody: Jackson Heights Creek



Basin: Lake Jackson

Jackson Heights Creek is a heavily altered stream located off of Hwy 27 in northern Leon County. The stream receives runoff from the Parkhill and Greenwood Hills subdivisions, and then continues north through Lake Jackson Heights and Harbinwood subdivisions before finally entering Lake Jackson. This watershed, with residential development dating from the 1950's, displays impacts from channelized flow and aging septic tanks. Sampling was intermittent from February 2007 through October 2008, due to low flow conditions and stormwater facility construction in the channel. The stormwater facility was constructed to mitigate development impacts and to benefit both the creek and Lake Jackson.

As shown in the following pie chart, residential, commercial, and transportation land uses make up approximately 79% of the 445 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other

contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

In late 2006, the U.S. Environmental Protection Agency (USEPA) set a TMDL target for total phosphorus of 0.15 mg/L, a 35% reduction of the previous existing concentration of 0.23 mg/L.

Methods

Surface water samples were collected to determine the health of Jackson Heights Creek and met the requirements of the Florida Department of Environmental Protection (FDEP). Due to low water conditions, several stations were dry or "puddled" during the sampling period. When viewing tables and figures, the absence of data means there was not enough data collected to fulfill data requirements.

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a

three year period. Thresholds were never exceeded during the period of record.

Table1. FDEP’s total nitrogen and phosphorus criteria for streams applied to Jackson Heights Creek. Due to low water levels, the numeric nutrient criteria data requirements could not be calculated for years 2011, 2012 and 2015.

Jackson Heights Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2009	0.38	0.09
2010	0.56	0.12
2011- 2012	-	-
2013	0.30	0.08
2014	0.32	0.09
2015	-	-

As mentioned previously, USEPA set a TMDL target for total phosphorus of 0.15 mg/L, a 35% reduction of the previous existing concentration of 0.23 mg/L. During the 2006-2015 sampling period, total phosphorus concentrations ranged from 0.036 mg/L to 0.29 mg/L (Figure 1), with an average of 0.12 mg/L. It appears that the stormwater facility constructed upstream has resulted in lower phosphorus levels in Jackson Heights Creek leading to lower levels in the receiving water, Lake Jackson.

Dissolved Oxygen (DO)

While past results showed Jackson Heights not meeting FDEP’s DO criteria, the criteria has been met since 2012 (Figure 2).

Fecal Coliforms and Escherichia coli (E. coli)

Jackson Heights Creek has a history of fecal coliform levels exceeding Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform

standards in Florida as an indicator of bacterial contamination. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (280/100 mL) for the first quarter of 2015.

Other Parameters

Several species of exotic plants line the bank of Jackson Heights Creek, primarily wild taro (*Colocasia* sp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Jackson Heights Creek met the nutrient thresholds for the East Panhandle Region and it appears that phosphorus levels are lower due to the recently constructed upstream stormwater facility. The recently adopted *E. coli* water quality limit was exceeded (280/100 mL) for the first quarter of 2015.

Several species of exotic plants line the bank of Jackson Heights Creek which may affect native wildlife dependent on native plants for food and shelter. Other water quality parameters appear to be normal for the area and no other impairments were noted. [Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

[Click here for map of watershed – Sample site 31.](#)

www.LeonCountyFL.gov/WaterResources

Johnny Richardson, Water Resource Scientist
(850) 606-1500

[Click here to access the results for all water quality stations sampled in 2015.](#)

Richardsonjo@leoncountyfl.gov

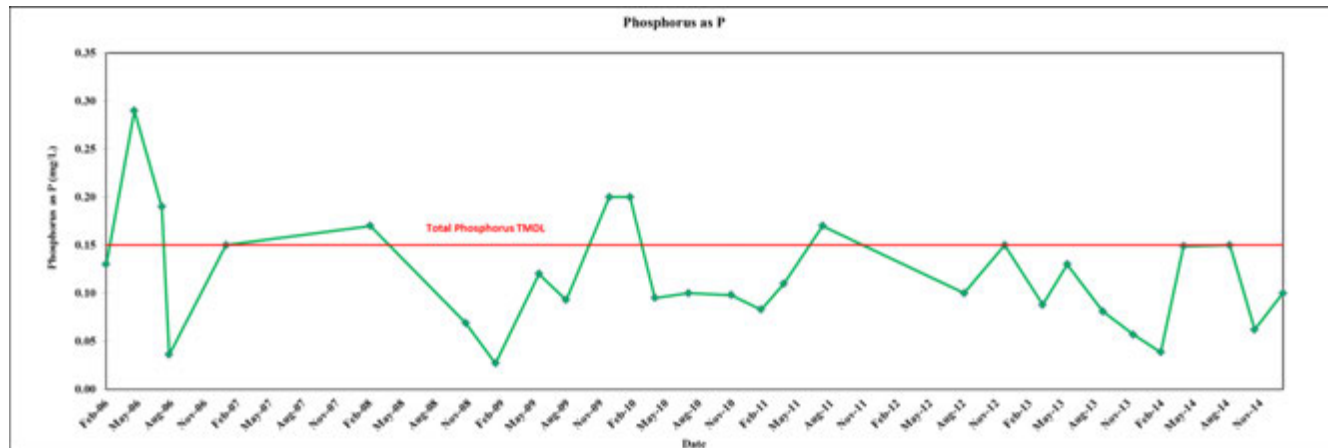


Figure 1. Total phosphorus results for Jackson Heights Creek.

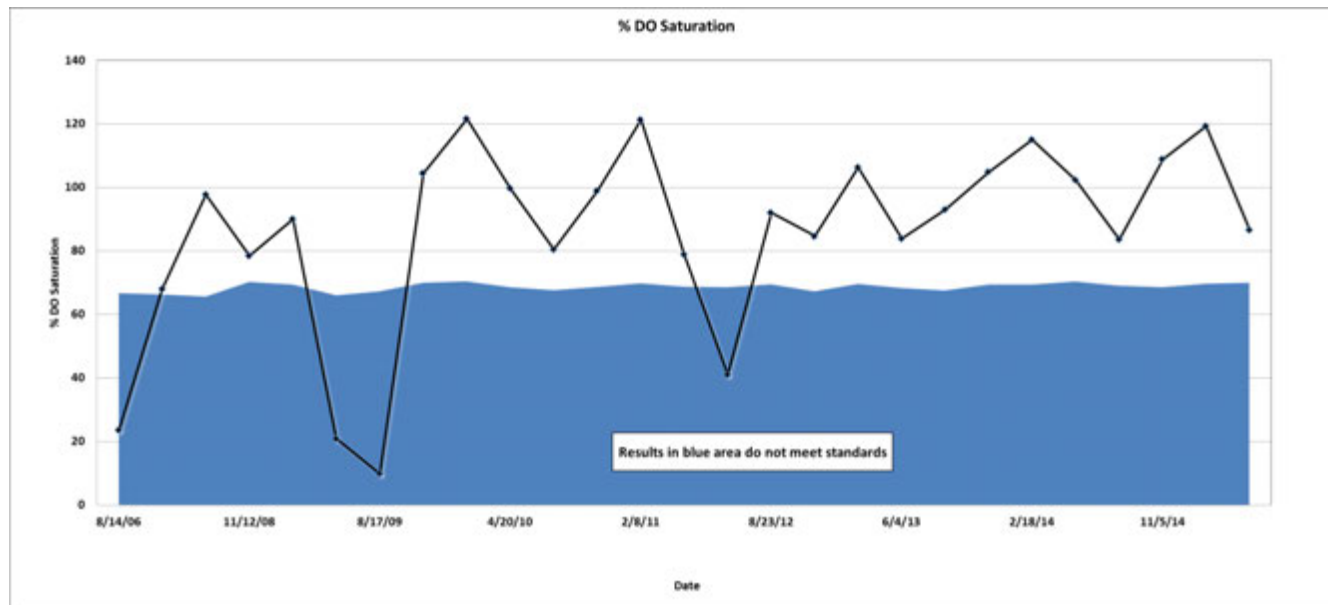


Figure 2. Dissolved Oxygen Percent Saturation results for Jackson Heights Creek.

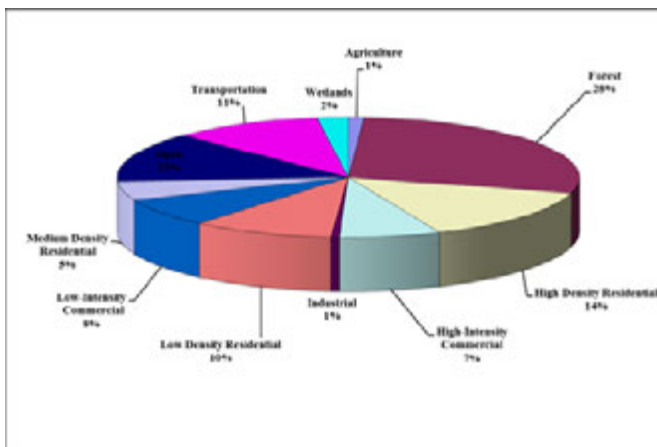
Waterbody: Lafayette Creek



Basin: Lake Lafayette

Lafayette Creek is a slightly tannic stream that flows north and drains into Upper Lake Lafayette. Station 1 (Sample site 65) is located on Apalachee Parkway, while Station 2 (LafayetteCreek3) is located further downstream where Lafayette Creek enters into Upper Lake Lafayette.

As shown in the figure below, approximately 57% of land uses in the 1,577 acre watershed are agricultural, commercial, industrial, residential, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water samples were collected to determine the health of Lafayette Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

Due to low water conditions, FDEP data requirements for the Numeric Nutrient Criteria (NNC) could not be met for 2010 through 2012 for Station 1 (Table 1) or Station 2 since 2007. While nutrient values did not exceed the state criteria, nutrient levels were elevated when compared to other streams in Florida.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Lafayette Creek.

Lafayette Creek Station 1	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2008	0.77	0.16
2009	0.59	0.18

Lafayette Creek Station 1	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2010-2012	-	-
2013	0.76	0.10
2014	0.47	0.07
2015	0.80	0.13

Based on two results, the 2015 Station 2 geometric mean for total nitrogen (0.41 mg/L) and total phosphorus (0.07 mg/L) are below the NNC thresholds.

Fecal Coliforms and Escherichia coli (E. coli)

Lafayette Creek has a history of fecal coliform levels exceeding the Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform standards in Florida. Station 1 *E. coli* results (350/100 mL) during the June 2015 sampling event exceeded the State criteria of > 126/100 mL in 10% of the samples. Station 2 *E. coli* results during the February and June 2015 sampling event (190/100 mL and 900/100 mL respectively) exceeded the State criteria of > 126/100 mL in 10% of the samples. Runoff from recent rainfall could have contributed to the elevated June *E. coli* levels.

Metals

Station 1 lead levels exceeded Class III water quality criteria during the 4th quarter of 2015. Prior to November 5th 2015 sampling, the area received 2.83 inches of rain (11/2/15) that possibly allowed lead contaminated runoff to enter the creek.

[Click here for more information on metal levels in Leon County waterbodies.](#)

Turbidity

Elevated turbidity values were identified in past sampling and remain somewhat an issue for Lafayette Creek. Station 1 values in 2015 ranged from 15.2-17.9 NTU. Due to low water, only two results were collected from Station 2. Turbidity results were relatively low, ranging from 6.7 to 7.6 NTU. Although the turbidity results are not a violation, sediment can coat the bottom of a streambed, filling pools, and covering natural habitat of species that live in and utilize the creek for resources. Suspended sediment can also reduce visibility, as shown by the elevated turbidity levels.

Iron Bacteria

As mentioned in previous reports, the sediment in Station 1 has an orange/brown cast. This is the result of naturally occurring iron bacteria. Iron bacteria are a group of bacteria that grow by producing enzymes that promote chemical reactions involving iron within the water. After a number of reactions, the dissolved iron in the water converts into insoluble iron hydroxides, forming a brown/orange mass of gelatinous material that coats surfaces under the water. This often occurs in streams that receive “seepage” from subsurface water flow. While it may appear unsightly, there is no evidence to suggest that it is harmful to human health, but there is a potential loss of animal habitat in the tributary due to the ferric iron precipitate covering existing habitat.

Exotic Plants

Several species of exotic plants line the bank of Lafayette Creek including wild taro (*Colocasia esculenta*), coral ardesia (*Ardesia crenata*) and privet (*Ligustrum* spp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lafayette Creek met the nutrient thresholds for the East Panhandle region. Both stations' *E. coli* results exceeded State water quality criteria in 2015. Station 1 lead levels exceeded Class III water quality criteria during the 4th quarter of 2015. Elevated turbidity values were identified in past sampling and remain somewhat an issue for Lafayette Creek and could negatively affect the native creek fauna. Several species of exotic plants line the bank of Lafayette Creek which may affect native wildlife dependent on native plants for

food and shelter. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

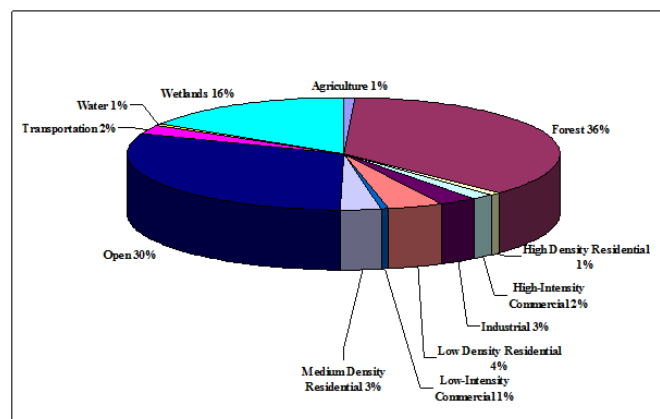
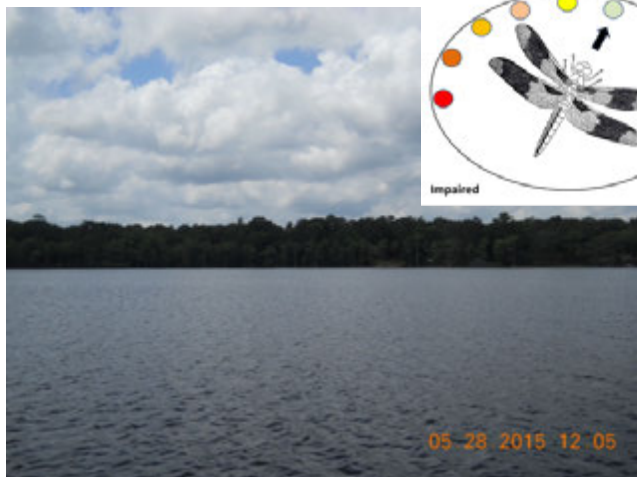
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites 65 and LafayetteCreek3.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Bradford



Basin: Lake Munson

The Bradford Brook Chain of Lakes is composed of the cypress rimmed Lakes Bradford, Hiawatha and Cascade and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the pie chart, approximately 17% of land uses in the 11,148 acre Bradford Brook watershed are agricultural, residential, industrial, commercial or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use. Leon County also conducted a vegetation survey to evaluate the health of floral (plant) communities.

Methods

Surface water, sediment samples and a Lake Vegetation Index (LVI) were collected to determine the health of Lake Bradford and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Bradford.

Colored Lake	Chlorophyll- <i>a</i> (20 µg/L)	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus 0.05-0.16 mg/L
2004	3	0.34	0.01
2005	3	0.35	0.02
2006	2	0.46	0.02
2007	2	0.68	0.03
2008	5	0.75	0.03
2009	3	0.64	0.03
2010	4	0.61	0.03
2011	11	0.83	0.05
2012	12	0.59	0.03
2013	13	0.67	0.02
2014	3	0.69	0.02
2015	13	0.64	0.03

While state numeric nutrient criteria were not exceeded, the upward trend of chlorophyll-*a* results (2011-2013) should be noted. Lake levels were low at the time, so nutrients were concentrated, possibly enhancing algal growth. An algal bloom during the August 2015 sampling event elevated chlorophyll-*a* levels (82.5 µg/L). The cause of the bloom is unknown. Other chlorophyll-*a* values taken in 2015 were relatively low (6.2, 10.1 and 5 µg/L).

Metals

Lead levels in Lake Bradford exceeded Class III water quality standard lead levels during the 4th quarter of 2015 (1.3 µg/L). This and past exceedances are thought to be due to both relict and potentially cur-

rent sources. Relict anthropogenic sources of lead in the area include a former shooting range and the former Dale Mabry airfield, while possible current sources include the Tallahassee Regional Airport (aviation fuel). The acidic nature of these lakes causes increased lead due to the enhanced solubility of lead under low pH conditions. Because acidic systems like the Bradford Chain of Lakes are more susceptible to metals contamination, exceedance levels tend to be lower than a similar metal level in a more alkaline system.

[Click here for more information on metal levels in Leon County waterbodies.](#)

Floral Assessment

The Lake Vegetation Index (LVI) score for Lake Bradford was 65, placing the lake’s vegetative community in the healthy category.

Thirty-three plant species were found during the survey. The native species pond cypress (*Taxodium ascendens*) and maidencane (*Panicum hemitomom*) were the most dominant species followed by the exotic torpedo grass (*Panicum repens*). Other species include red maple (*Acer rubrum*), needleleaf ludwigia (*Ludwigia arcuata*) and coastal plain willow (*Salix caroliniana*).

As mentioned before, torpedo grass (*Panicum repens*) which was considered a co-dominant during this survey and Chinese tallow (*Sapium sebiferum*), are both listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/> and are a concern in Lake Bradford. Alligator weed (*Alternanthera philoxeroides*) was the only Category II Invasive Exotic found in the lake. Additionally, the exotic water spangles (*Salvinia minima*) was also found in the littoral zone of the lake.

[Click here for more information on the Lake Bradford LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Bradford met the nutrient thresholds for the East Panhandle Region; and the floral community is considered “healthy” by the LVI. An algal bloom during the August 2015 sampling event elevated chlorophyll-*a* levels (82.5 µg/L). The cause of the bloom is unknown. Other chlorophyll-*a* values taken in 2015 were relatively low. Lead levels in Lake Bradford exceeded Class III water quality standards in the 4th quarter of 2015 and are thought to be due to both relict and potentially current sources.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

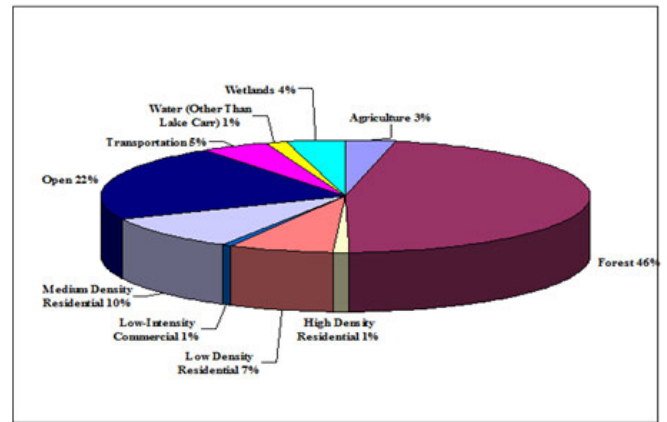
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[Click here for map of watershed – Sample site B0B.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Carr



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water, sediment samples and a Lake Vegetation Index Survey (LVI) were collected to determine the health of Lake Carr and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to extremely low water levels and a plethora of aquatic vegetation, staff was

Basin: Lake Jackson

Lake Carr is an approximately 880 acre, primarily phosphorus-limited, shallow lake located north of Lake Jackson and is essentially surrounded by two property owners: Ayavalla Land Company and Orchard Pond LLC. Lake Carr is a valuable biological, aesthetic and recreational resource of Leon County and was designated as an Aquatic Preserve in 1973 for the primary purpose of preserving and maintaining the biological resources in their natural condition.

As shown in the following pie chart, 27% of land uses in the 4,865 acre Lake Carr watershed are commercial, residential, agricultural, or transportation. The lake receives direct runoff from the surrounding agricultural property as well as flow from the residential areas east of Meridian Road (Summerbrooke and Ox Bottom Manor). Waterbodies in the residential areas are modified farm ponds serving as stormwater facilities dedicated to the respective homeowner's associations for maintenance. The Summerbrooke Golf Club (157 acres) also lies in this watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

unable to launch a boat to collect water quality samples in 2012 and the first quarter of 2013. The state criteria were not exceeded during the period of record.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Carr.

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	1.3	0.29	0.01
2005	1.4	0.27	0.01
2006	1.1	0.39	0.01
2007	2.2	0.61	0.02
2008	4.6	0.64	0.02
2009	4.8	0.50	0.02
2010	5.5	0.49	0.02
2011	5.2	0.44	0.01
2012-2013	-	-	-
2014	1.4	0.35	0.01
2015	4.0	0.30	0.02

While the State criteria were not exceeded during the period of record, there was an elevated total phosphorus reading (0.20 mg/L) during the 2015 2nd quarter sampling event. The average total phosphorus value in Lake Carr over the sampling period is 0.02 mg/L, and the 0.20 mg/L value is by far the largest value ever recorded in the lake. Lake Hall was sampled on the same day and had an extremely high (for Lake Hall) total phosphorus value as well, that appeared to be erroneous. Because other parameters appeared normal and orthophosphate values

were in the undetectable range (<0.0034 mg/L), and since Lake Hall (sampled on the same day) had a similar aberrant total phosphorus result, staff suggests that the total phosphorus value is erroneous and may have been caused by a laboratory error.

Dissolved Oxygen

As Figure 1 shows, station CA1 percent dissolved oxygen (DO) saturation values did not meet Class III water quality criteria while station CA2 failed to meet the criteria twice during the sampling period. This was not unexpected, since the CA1 station is a shallow station normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours) also contributed to the low DO saturation values. The CA2 station is located in relatively open water so conditions are more optimal for rapid water exchange with the remainder of the lake. Staff believes that this is a natural condition for both locations.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Floral Assessment

The Lake Vegetation Index score for Lake Carr was 68, placing the lake’s vegetative community in the healthy category.

Forty-eight plant species were found during the survey. The native species fanwort (*Cabomba caroliniana*), coontail (*Ceratophyllum demersum*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant plants in the lake. Other native shoreline vegetation included: American sweetgum (*Liquidamber styraciflua*), buttonbush (*Cephalanthus occidentalis*) and dotted smartweed (*Polygonum punctatum*). Unfortunately, water hyacinth (*Eichhornia crassipes*), listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council, is an invasive exotic that is a concern in Lake Carr. Another inva-

sive exotic, Alligator weed (*Alternanthera philoxeroides*), was a Category II Invasive Exotic found in the lake.

[Click here for more information on the Lake Carr LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Conclusions

Based on ongoing sampling, Lake Carr met the nutrient thresholds for the East Panhandle region; and the floral community is considered “healthy” by the LVI. Staff suggests that the 2015 2nd quarter total phosphorus value is erroneous and may have been caused by a laboratory error. Staff considers the DO results at Stations CA1 and CA2 a natural condition. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site CA2.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

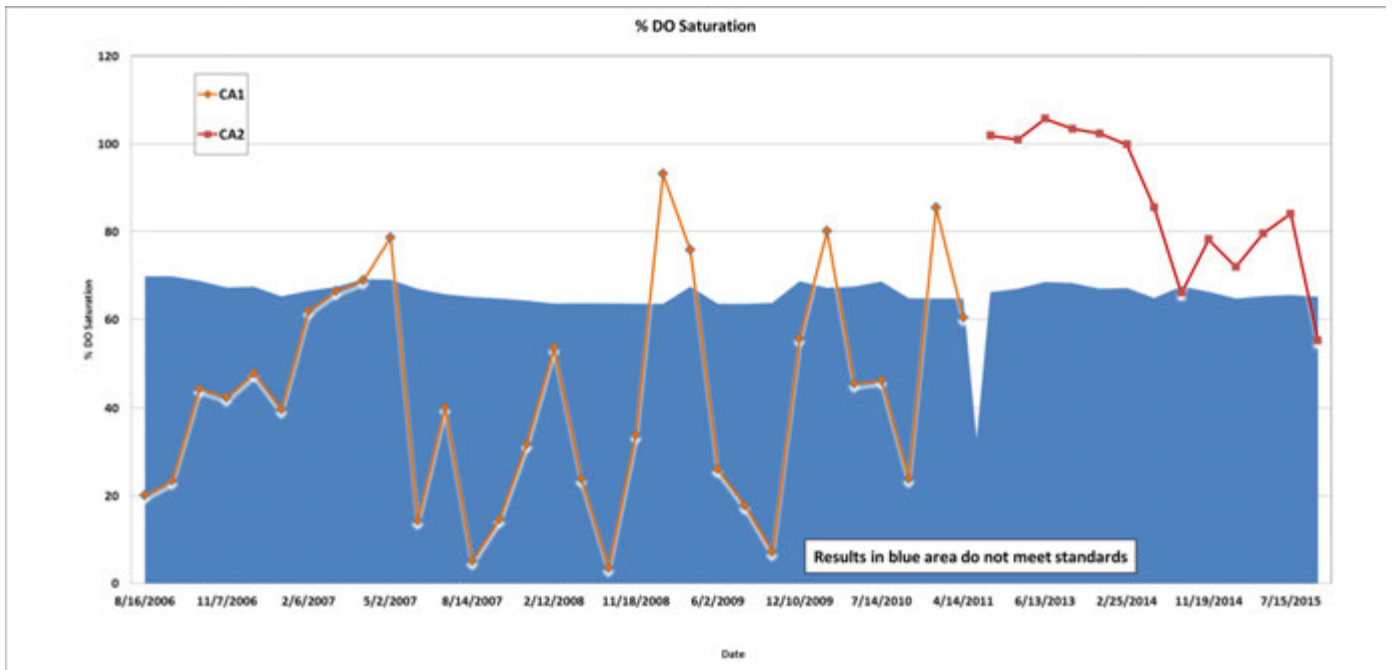
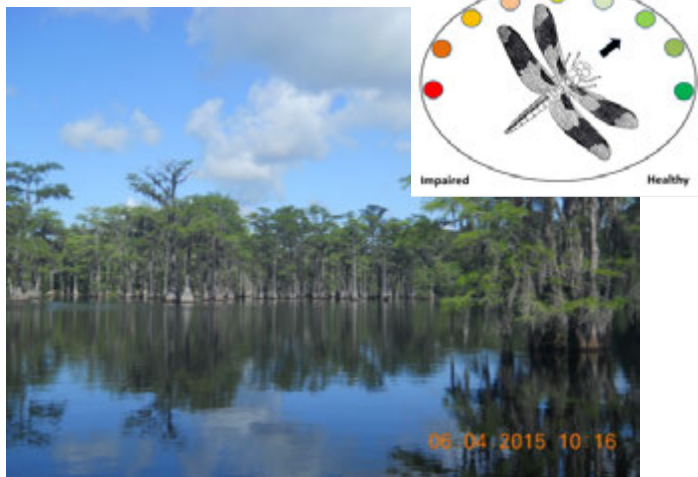


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Carr.

Waterbody: Lake Cascade



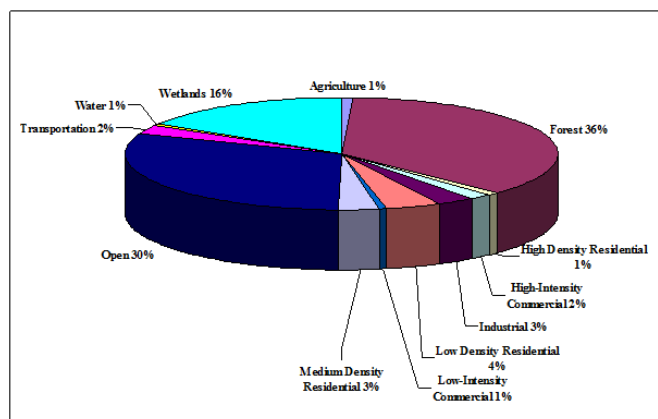
Basin: Lake Munson

The Bradford Brook Chain of Lakes is composed of the cypress rimmed Lakes Bradford, Hiawatha and Cascade and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the following pie chart, approximately 17% of land uses in the 11,148 acre Bradford Brook watershed are agricultural, residential, industrial, commercial or transportation. Increases in storm-water runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat



or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Lake Cascade has an active sinkhole and is affected by drought conditions more than either Bradford or Hiawatha. Due to drought conditions, sampling has been intermittent and results remain inconclusive.

Methods

Surface water, sediment samples and a Lake Vegetation Index (LVI) were collected to determine the health of Lake Cascade and meet the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. Due to low water, the numeric nutrient criteria data requirements could not be calculated for years 2007-2012 and 2015. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. No numeric nutrient criteria were exceeded, but there was a large increase in total nitrogen in 2013. Increased levels of nitrogen could be attributed to the decay of

terrestrial plants that grew in the lake bottom during the drought or possibly stormwater runoff associated with the southwest Capital Circle widening. The geometric means for data collected during the first three quarters of 2015 suggest that chlorophyll-*a* (5.3 µg/L), total nitrogen (0.64 µg/L), and total phosphorus (0.02 µg/L) levels are similar to 2014 levels.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Cascade. Due to low water the numeric nutrient criteria data requirements could not be calculated for years 2007-2012 and 2015.

Colored Lake	Chlorophyll- <i>a</i> (20 µg/L)	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus 0.05-0.16 mg/L
2004	2.8	0.21	0.01
2005	2.4	0.43	0.01
2006	3.6	0.38	0.01
2007-2012	-	-	-
2013	4.7	1.16	0.02
2014	4.5	0.79	0.02
2015	-	-	-

Floral Assessment

The Lake Vegetation Index score for Lake Cascade was 89, placing the lake’s vegetative community in the exceptional category.

Thirty-nine plant species were found during the survey. The native species pond cypress (*Taxodium ascendens*) was the most dominant species of the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica var. biflora*).

Unfortunately, torpedo grass (*Panicum repens*) and Chinese tallow tree (*Sapium sebiferum*), both listed

as Category I Invasive Exotics by the Florida Exotic Pest Control Council, were found at Lake Cascade.

[Click here for more information on the Lake Cascade LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Cascade met the nutrient thresholds for the East Panhandle Region; and the floral community is considered “exceptional” by the LVI.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

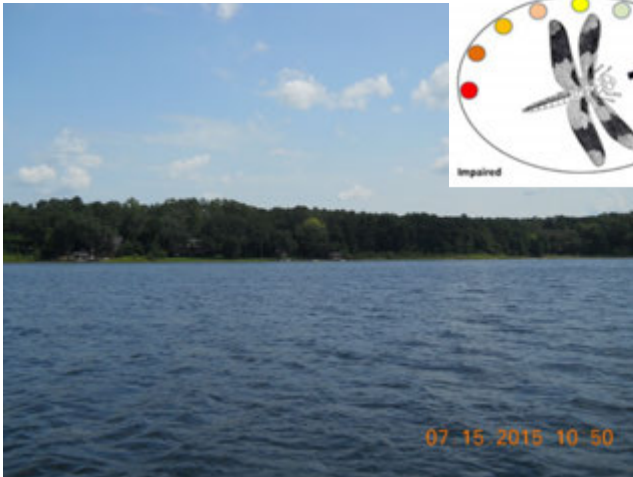
www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site BOC.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

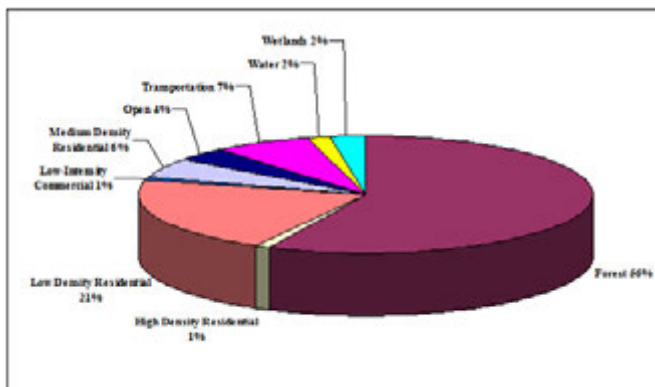
Waterbody: Lake Hall



Basin: Lake Jackson

Lake Hall is an approximately 182 acre lake located in northern Leon County, just north of Interstate 10 and slightly west of U.S. Highway 319. Lake Hall is part of the Alfred B. Maclay State Gardens State Park, a state recreation area and botanical garden, and is considered to be an “Outstanding Florida Waters” by the Florida Department of Environmental Protection (FDEP).

As shown in the figure below, approximately 36% of land uses in the 464 acre Lake Hall watershed are residential, commercial, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water, sediment samples and a Lake Vegetation Index (LVI) survey was conducted to determine the health of Lake Hall and met the collection and analysis requirements of the FDEP.

Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Thresholds (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Hall.

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	2.1	0.13	0.01
2005	1.4	0.22	0.01
2006	1.3	0.22	0.01

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2007	1.5	0.42	0.01
2008	2.2	0.33	0.00
2009	1.8	0.43	0.00
2010	2.2	0.33	0.01
2011	1.3	0.41	0.01
2012	1.4	0.34	0.01
2013	3.0	0.15	0.01
2014	1.6	0.26	0.01
2015	3.3	0.26	0.02

While the State criteria were not exceeded during the period of record, there was an elevated total phosphorus reading (0.20) during the 2015 2nd quarter sampling event. The average total phosphorus value in Lake Hall over the sampling period is 0.02 mg/L, so this is by far the largest value ever recorded in the lake. Lake Carr was sampled on the same day and had an extremely high (for Lake Carr) total phosphorus value as well, that appeared to be erroneous. Because other parameters appeared normal and orthophosphate values were in the undetectable range (<0.0034 mg/L), and since Lake Carr (sampled on the same day) had a similar aberrant total phosphorus result, staff suggests that the total phosphorus value is erroneous and may have been caused by a laboratory error. *Other Parameters*

Other water quality parameters appeared to be normal for the area and no impairments were noted.

Floral Assessment

The Lake Vegetation Index score for Lake Hall was 67, placing the lake’s vegetative community in the healthy category.

Sixty-five species were found during the survey. The native species fanwort (*Cabomba caroliniana*), coontail (*Ceratophyllum demersum*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant species in the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica var. biflora*).

Unfortunately, Chinese tallow tree (*Sapium sebiferum*), hydrilla (*Hydrilla verticillata*), torpedo grass (*Panicum repens*) and camphor tree (*Cinnamomum camphora*) are Category I Invasive Exotics and were found in Lake Hall. Alligator weed (*Alternanthera philoxeroides*) is a Category II Invasive Exotic found in the lake. Additionally, the exotic single grass (*Urochloa sp.*) and Mexican fan palm (*Washingtonia robusta*) were also found in and near the lake.

[Click here for more information on the Lake Hall LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Conclusions

Based on ongoing sampling, Lake Hall met the nutrient thresholds for the Eastern Panhandle Region and the floral community is considered “healthy” by the LVI.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

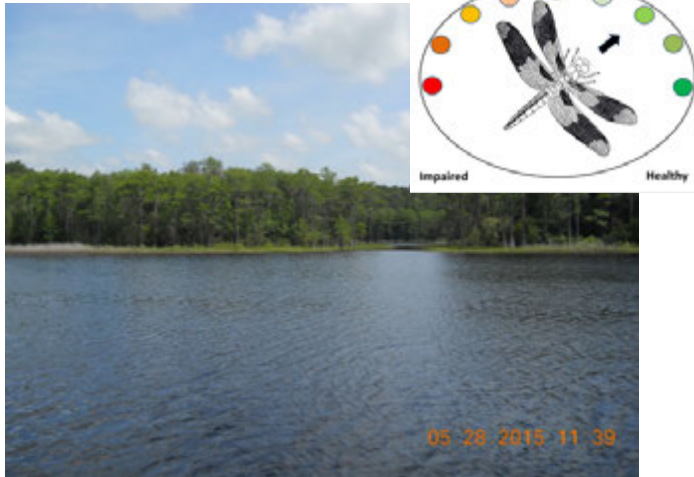
www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site H07.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Hiawatha



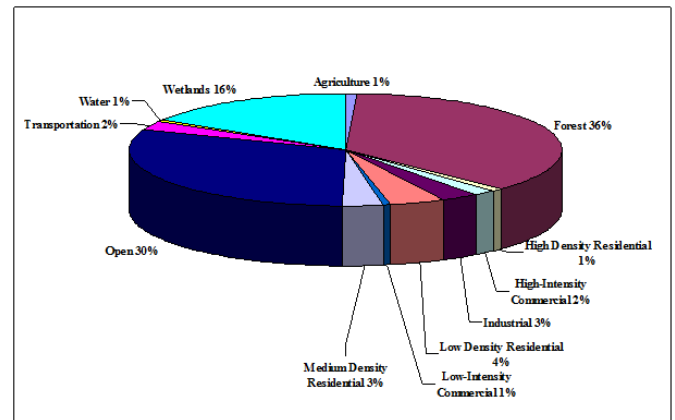
Basin: Lake Munson

The Bradford Brook Chain of Lakes is composed of the cypress rimmed Lakes Bradford, Hiawatha and Cascade and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the following pie chart, approximately 17% of land uses in the 11,148 acre Bradford Brook watershed are agricultural, residential, industrial, commercial or transportation. Increases in storm-water runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of



habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water, sediment sampling and a Lake Vegetation Index (LVI) were conducted to determine the health of Lake Hiawatha and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water, the numeric nutrient criteria data requirements could not be calculated for years 2008 and 2011-2013. When data requirements were met, nutrient values did not exceed the state criteria. However, nitrogen values have more than doubled since 2004.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Hiawatha. Due to low water, the numeric nutrient criteria data requirements could not be calculated for years 2008, 2011 - 2013.

Colored Lake	Chlorophyll- <i>a</i> (20 µg/L)	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus 0.05-0.16 mg/L
2004	1.6	0.33	0.01
2005	3.4	0.37	0.01
2006	1.9	0.47	0.01
2007	2.4	0.63	0.02
2008	-	-	-
2009	1.9	0.76	0.02
2010	3.2	0.60	0.02
2011-2013	-	-	-
2014	2.2	0.67	0.01
2015	6.7	0.68	0.01

Floral Assessment

The Lake Vegetation Index score for Lake Hiawatha was 92, placing the lake’s vegetative community in the exceptional category.

Twenty-two species were found during the survey. The native species maidencane (*Panicum hemitomon*) and pond cypress (*Taxodium ascendens*) were the most dominant species in the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and myrtle dahoon (*Ilex myrtifolia*). The exotic floating plant, water spangles (*Salvinia minima*), was also found during the survey.

[Click here for more information on the Lake Hiawatha LVI.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Hiawatha met the nutrient thresholds for the East Panhandle Region and the floral community is considered “exceptional” by the LVI. The more of doubling of nitrogen values over the sampling period is disturbing.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

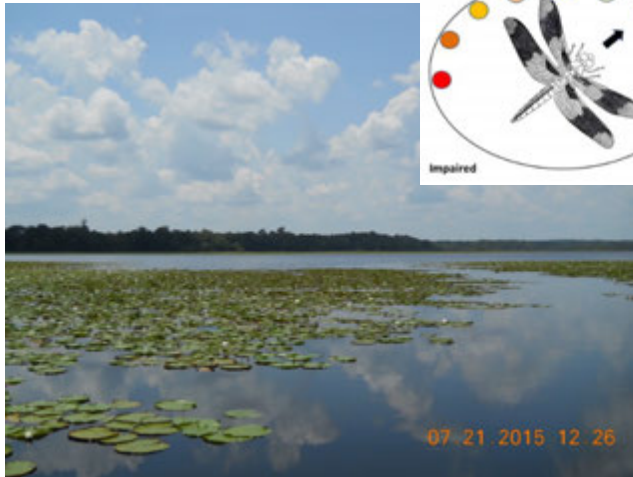
www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site BOH.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Iamonia



Basin: Lake Iamonia

The largest waterbody in the county, Lake Iamonia is an approximately 5,554 acre, shallow, flat-bottomed, phosphorus-limited, prairie lake located in northern Leon County. Drastic water level fluctuations occur from discharge to the sinkhole and receiving floodwaters from the Ochlockonee River. The most recent example is the substantial inflow from the river during Spring 2013 which refilled the lake. Various control structures have been constructed (and ultimately dismantled) in order to attempt to control water level fluctuations.

Starting in the early 1900's, various management practices, especially water-level stabilization and changes in land use, have led to the overabundance of aquatic plants and the accumulation of organic sediment in Lake Iamonia which impede recreational usage and threaten its fish, wildlife, and ecosystem integrity. One of the largest modifications occurred in 1939, when an earthen dam was constructed to isolate the 20-acre sink basin from the lake. Other modifications continued, with the latest being the removal of two gates that were formerly used to control water level. Prior to their removal (2007), the gates had remained open since 1980, due to the fact that the Northwest Florida Water Management District deemed the dam to be unsafe for impounding water. These latest modifications have been

performed in order to protect the public and to allow the lake to have more naturally fluctuating water levels. Water quality monitoring continues to be used to evaluate the long term health of the lake.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of nuisance exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water and sediment sampling were conducted to determine the health of Lake Iamonia and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

Due to drought, several stations were inaccessible during the sampling period. Sinkhole activity and drought prevented staff from collecting samples in 2012. When viewing tables and figures, the absence of data mean there was not enough data collected (due to lack of water) to fulfill data requirements.

The nutrient thresholds and results are found in Table 1. Due to low water conditions, FDEP data requirements for the Numeric Nutrient Criteria could not be met for 2011 through 2012.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Iamonia. Due to low water, the numeric nutrient criteria data requirements could not be calculated for years 2011-2012.

Colored Lakes	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	1.7	0.41	0.01
2005	3.9	0.48	0.01
2006	1.8	0.57	0.02
2007	5.0	0.90	0.02
2008	6.1	1.11	0.04
2009	5.8	0.53	0.02
2010	5.6	0.69	0.02
2011-2012	-	-	-
2013	14.52	0.72	0.04
2014	3.26	0.75	0.03
2015	15.4	0.61	0.04

While state numeric nutrient criteria were not exceeded during the period of record, the elevated chlorophyll-*a* results in 2013 and 2015 should be noted.

Metals

Copper levels exceeded Class III water quality criteria during the 4th quarter of 2015 at station IA6 (located approximately 0.43 miles west of the landing at the end of Iamonia Landing Rd.). The source(s) of copper are unknown at this time.

[Click here for more information on metal levels in Leon County waterbodies.](#)

Dissolved Oxygen (DO)

As Figure 1 shows, Lake Iamonia often did not meet the state DO criteria. This was not unexpected, since all stations are shallow (usually less than 2.0 meters) and are normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake and limits the air/water gas exchange. Plant respiration (samples were often taken in the morning hours) and sediment oxygen demand also contributed to the low DO saturation values. Staff considers this a natural condition for Lake Iamonia.

Fecal Coliforms and Escherichia coli (E. coli)

Lake Iamonia had previously exceeded the Class III water quality standard for fecal coliforms. Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was not exceeded in 2015.

Other Parameters

Biological Oxygen Demand (BOD) was moderately elevated (6.6 mg/L) at Station IA7 during the October 2015 sampling event. Other parameters appeared to be normal for the area and no other impairments were noted.

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Iamonia due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

Conclusions

Based on ongoing sampling, Lake Iamonia met the nutrient thresholds for the East Panhandle Region. DO criteria were not met, but staff considers the low DO results a natural condition. Biological Oxygen Demand (BOD) was moderately elevated at Station IA7 during the October 2015 sampling event. Other

parameters appeared normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites IA2, IA4, IA6, IA7, IA8 and LI1B.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

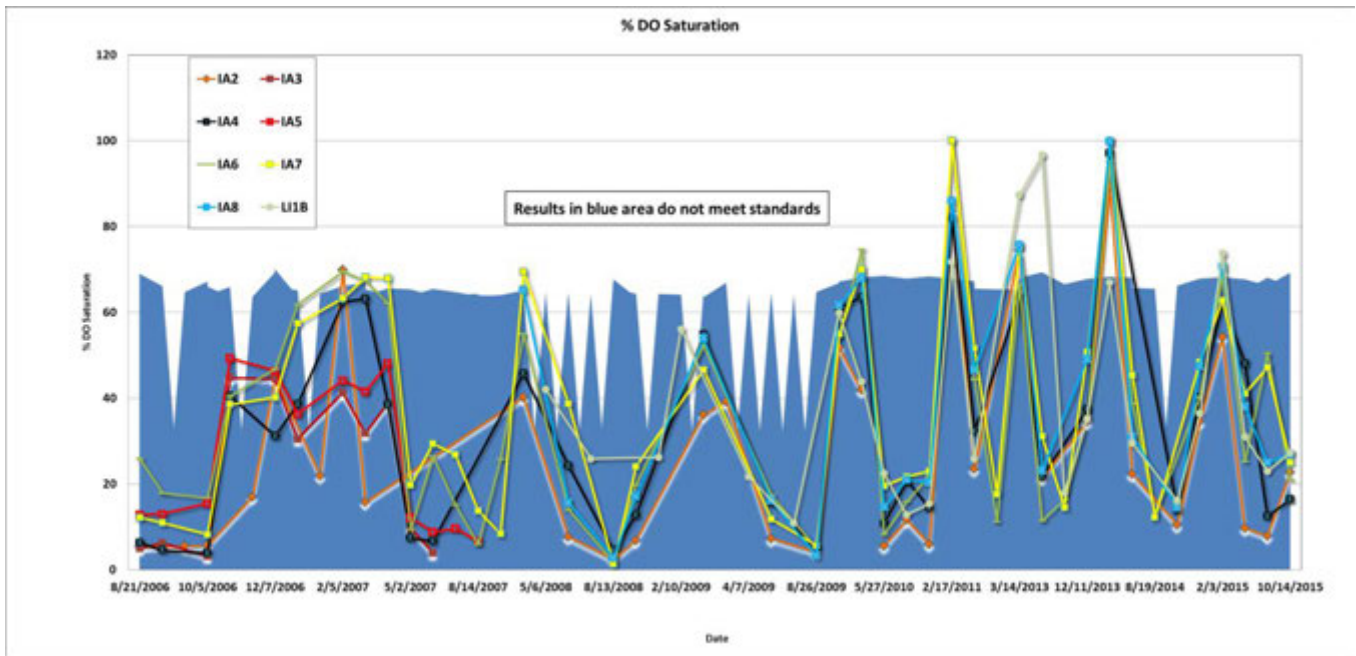
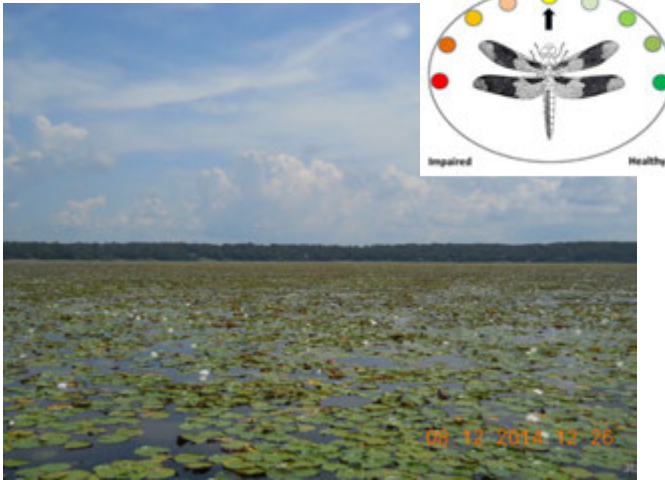


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Iamonia.

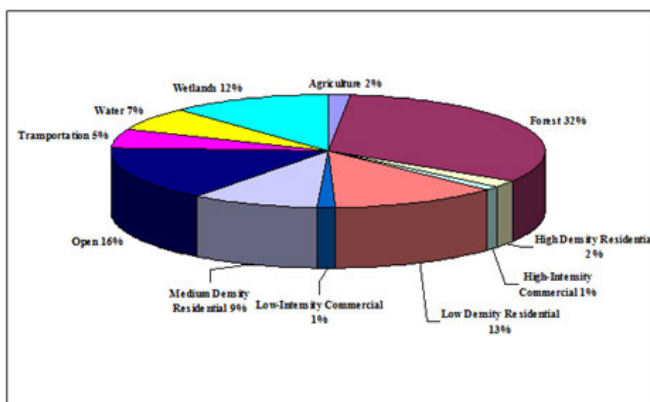
Waterbody: Lake Jackson



Basin: Lake Jackson

Lake Jackson is an approximately 4,000 acre, shallow, flat bottomed, prairie lake with two major sinkholes and is located north of the City of Tallahassee. Lake Jackson is a valuable biological, aesthetic, and recreational resource of Leon County and was designated (along with the neighboring Lake Carr and Mallard Pond) as an Aquatic Preserve in 1974 for the primary purpose of preserving and maintaining the biological resources in their natural condition.

As shown in the following pie chart, approximately 33% of land use in the 27,262 acre Lake Jackson Basin is residential, commercial, agriculture, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water, sediment sampling, and a Lake Vegetation Index (LVI) was conducted to determine the health of Lake Jackson and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

Low water levels caused by drought and sinkhole activity meant certain water quality stations could not be sampled during some months. After Tropical Storm Fay (August 2008), Lake Jackson water levels reached full pool conditions; however, subsequent drought conditions lowered lake levels to where staff was unable collect water chemistry samples in 2012 and the first quarter of 2013. Water levels continued to rise in the latter part of 2013 and reached full pool in 2014. Objective results of nutrient concentration continued to be skewed by water level fluctuations. The effects of reflooding will continue to be documented.

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once

in a three year period. Chlorophyll-*a*, total phosphorus, and nitrogen levels were exceeded several times over the sampling period.

Table 1. FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Jackson. Results in bold signify exceedances of the State criteria. Due to low water the numeric nutrient criteria data requirements could not be calculated for years 2012-2013.

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	2.2	0.33	0.01
2005	3.2	0.29	0.03
2006	3.0	0.63	0.03
2007	2.1	0.77	0.03
2008	5.7	0.60	0.04
2009	8.4	0.49	0.02
2010	3.2	0.58	0.02
2011	6.9	0.61	0.02
2012-2013	-	-	-
2014	2.6	0.69	0.02
2015	9.2	0.54	0.03

Dissolved Oxygen

As Figure 1 shows, several Lake Jackson stations showed percent dissolved oxygen (DO) saturation values that did not meet Class III water quality criteria. This was not unexpected, since the Lake Jackson stations are shallow stations normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours), in

addition to organic rich sediments, also contributed to the low DO saturation values.

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Floral Assessment

The Lake Vegetation Index score for Lake Jackson was 61, placing the lake's vegetative community in the healthy category.

Sixty-four species were found during the survey. The native species watershield (*Brasenia schreberi*), fragrant waterlily (*Nymphaea odorata*), American lotus (*Nelumbo lutea*) and maidencane (*Panicum hemitomon*) along with the Category II Invasive Exotic species alligator weed (*Alternanthera philoxeroides*) were the most dominant species in the lake. Other native vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and coastal plain willow (*Salix carolina*).

Unfortunately, Chinese tallow tree (*Sapium sebiferum*), wild taro (*Colocasia esculenta*), torpedo grass (*Panicum repens*), hydrilla (*Hydrilla verticillata*) and water hyacinth (*Eichhornia crassipes*) are listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/> and were found in Lake Jackson. Alligator weed (*Alternanthera philoxeroides*) and rattlebox (*Sesbania punicea*) are Category II Invasive Exotics found in the lake. Additionally, the exotic vaseygrass (*Paspalum urville*) and yellow nut sedge (*Cyperus esculentus*) were found in and near the lake.

[Click here for more information on the Lake Jackson LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Jackson due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

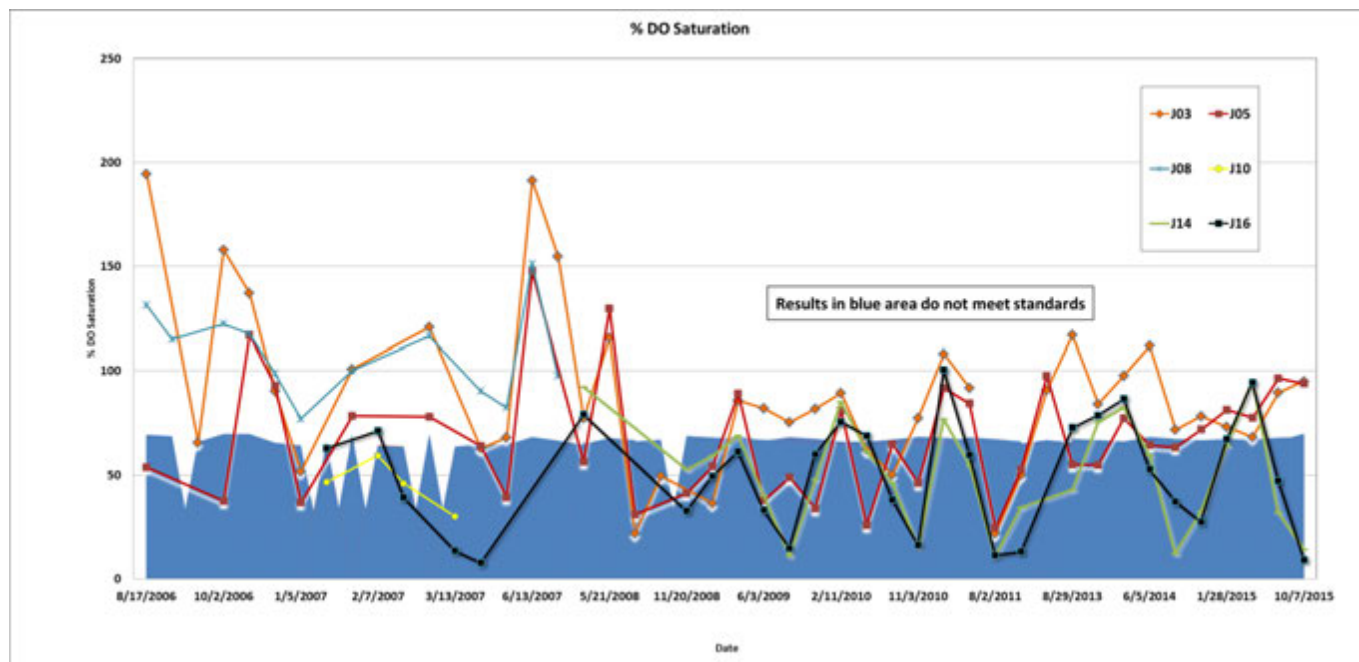


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Jackson.

Conclusions

Based on ongoing sampling, Lake Jackson NNC for chlorophyll-*a*, total phosphorus, and nitrogen levels were exceeded several times over the sampling period. Ongoing sampling showed percent dissolved oxygen (DO) saturation values did not always meet Class III water quality criteria. This was not unexpected, since the Lake Jackson stations are shallow stations normally covered with vegetation, preventing rapid water/atmospheric exchange. Plant respiration and organic rich sediment also contributed to low DO saturation values. The Lake Vegetation Index score for Lake Jackson was 61, placing the lake's vegetative community in the healthy category.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites J03, J05, J14 and J16.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

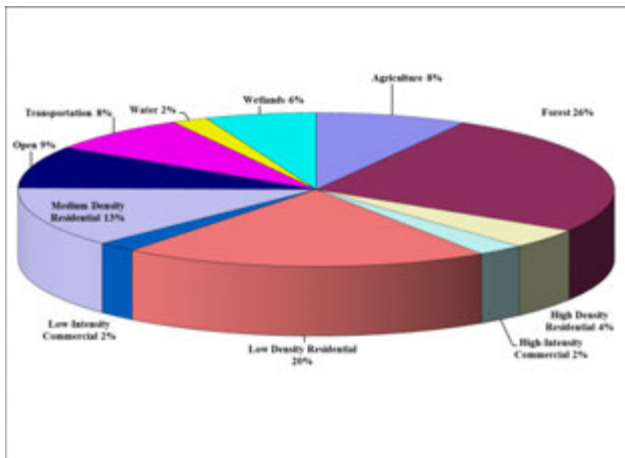
Waterbody: Lake Lafayette



Basin: Lake Lafayette

Lake Lafayette was historically a meandering, wetland/prairie lake system located in eastern Leon County, but land alterations in the mid-1900s separated the lake into four distinct sections, known as Upper Lake Lafayette, Lake Piney Z, Alford Arm, and Lower Lake Lafayette. Limited hydraulic connectivity occurs between the various sections, much of which is present only during high water elevations. Because of the compartmentalization of the four sections, each section is treated as a separate “lake”.

As shown in the following pie chart, commercial, residential, agriculture and transportation uses make up approximately 57% of the 53,097 acre Lafayette Basin. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



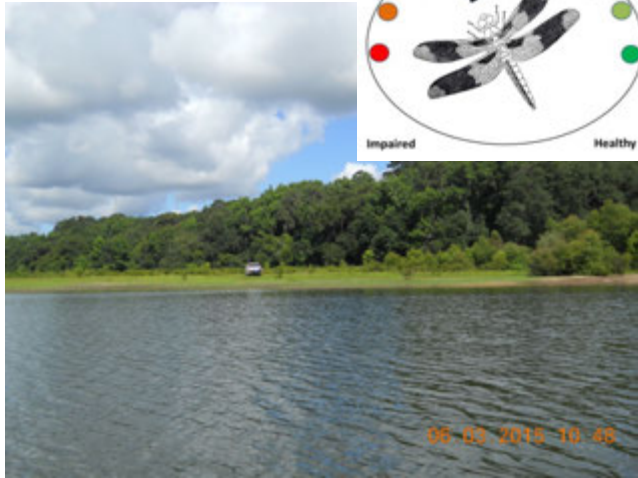
Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water and sediment samples were collected to determine the health of Upper Lake Lafayette, Piney Z and Lower Lake Lafayette and met the requirements of the Florida Department of Environmental Protection (FDEP). Although Alford Arm contains areas of standing water, the vast majority is covered by dense stands of both submergent and emergent wetland vegetation. Because of the dense vegetation and low water conditions, samples could not be collected for most of 2010, and no samples were collected in 2011-2015. Staff also conducted a Lake Vegetation Index (LVI) on Lake Piney Z to evaluate the health of the floral (plant) community.

Upper Lake Lafayette



The typically phosphorus-limited Upper Lake Lafayette is the westernmost lake in this system. The most dominant feature of Upper Lake Lafayette is the sinkhole (Lafayette Sink) that is located in the northeastern portion of the lake and drains into the Floridan Aquifer. The majority of the water entering Upper Lake Lafayette ultimately discharges into the sink area. As a result, the area and volume of the lake is highly variable. During typical rainfall periods, the area around Lafayette Sink becomes a 300 acre lake, but following dry periods, the lake bed can drain almost completely into the sinkhole. The heavily urbanized Northeast Drainage Ditch and Lafayette Creek are the primary sources of water for the lake. Three other minor contributing sources are two small tributaries to the north of the lake and Lake Piney Z.

The EPA established a TMDL on Upper Lake Lafayette in March 2012 that requires a 36% reduction in total phosphorus. Upstream of Upper Lake Lafayette is a stormwater facility known as the Weems Pond Regional Stormwater Treatment Facility (Weems Pond). The City of Tallahassee converted Weems Pond into an alum-injection facility that was brought online in October 2015. The retrofit of the facility will hopefully reduce pollutant loads leaving the pond, which flow downstream through the Northeast Drainage Ditch and into Upper Lake Lafayette.

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table 1. FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Upper Lake Lafayette. Results in bold signify exceedances of the State criteria.

Clear Lakes, High Alkalinity	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.05-1.91 mg/L	Total Phosphorus Threshold 0.03-0.09 mg/L
2004	2.3	0.33	0.04
2005	25.2	0.81	0.10
2006	3.3	0.56	0.09
2007	4.9	0.60	0.07
2008	24.5	0.60	0.15
2009	6.9	0.43	0.08
2010	6.9	0.77	0.07
2011	32.7	0.68	0.10
2012	31.0	0.90	0.15
2013	16.8	0.79	-
2014	-	-	-
2015	48.5	0.88	0.12

The table shows that the geometric mean of chlorophyll-*a* and total phosphorus exceeded the state criteria in 2005, 2008, 2011, 2012 and 2015. Due to an apparent erroneous reading, the total phosphorus

result could not be calculated for 2013. Staff could not access and collect samples to the Upper Lake Lafayette site during the 1st quarter of 2014, so State data requirements could not be calculated for that year.

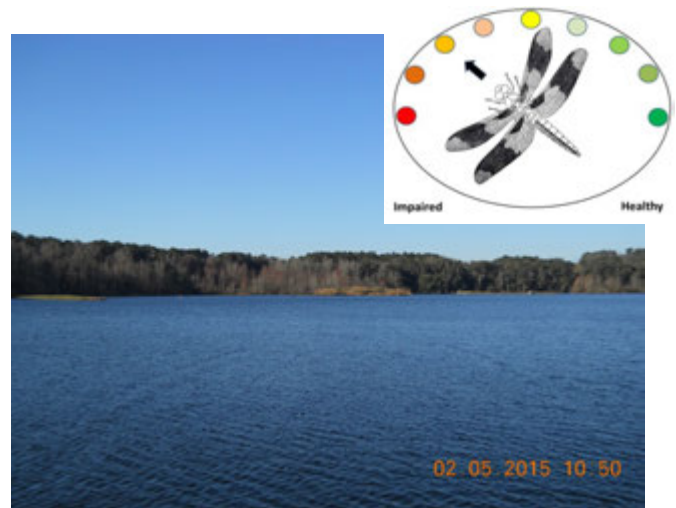
Elevated nutrient and chlorophyll-*a* levels in Upper Lake Lafayette may occur due to urbanized inflow streams combined with fluctuating lake volume. The reduced volume concentrates incoming pollutants, reducing the lake's ability to assimilate incoming nutrients.

Other Parameters

Biological Oxygen Demand (BOD) results continued to be elevated in 2015, ranging from 2.6-8.3 mg/L. Like the elevated nutrients and chlorophyll-*a* levels, urbanized inflow streams and fluctuating lake volume appear to be detrimentally affecting the water quality. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Upper Lake Lafayette did not meet the nutrient thresholds for the East Panhandle Region. BOD and chlorophyll-*a* results continued to be elevated in 2015. Elevated nutrient levels in the lake occurred due to urbanized inflow streams combined with fluctuating lake volume. The reduced lake volume concentrates incoming pollutants, reducing the lake's ability to assimilate incoming nutrients. Other water quality parameters appear to be normal for the area and no other impairments were noted.



Piney Z

Lake Piney Z is a 228 acre waterbody located between Upper Lake Lafayette and Lower Lake Lafayette which consists primarily of an open water system, although substantial stands of vegetation were historically present within the lake.

Lake Piney Z can discharge to Lower Lake Lafayette via two outfalls located on the east end of the lake and/or can discharge to Upper Lake Lafayette via a ditch and outfall located on the west side of the lake. Lake Piney Z receives stormwater inflow from the Piney Z Plantation development and the Swift Creek Middle School stormwater pond on its northern shore, from a few holding ponds near the southern portion of the lake and also from the dirt road that surrounds the lake.

In 1997, Lake Piney Z was drawn down and organic matter was scraped from the bottom and used to construct fishing fingers extending north from the southern bank. Following construction of the fishing fingers, the lake was restocked with game fish. Currently, the Florida Fish and Wildlife Conservation Commission, in cooperation with the City of Tallahassee, manage Piney Z as a Fish Management Area.

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as annual geometric means) cannot be exceeded more than once in a three year period.

Table 1. FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Piney Z. Results in bold signify exceedances of the State criteria.

Clear Lake, Low Alkalinity Piney Z	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	6.48	0.45	0.04
2005	12.98	0.78	0.05
2006	25.17	0.70	0.08
2007	2.92	0.96	0.04
2008	8.78	0.73	0.04
2009	4.43	1.33	0.06
2010	17.2	1.06	0.07
2011	36.43	1.28	0.08
2012	32.62	1.65	0.06
2013	27.01	1.12	-
2014	6.02	1.05	0.04
2015	15.00	0.67	0.04

The table shows that the geometric mean of chlorophyll-*a* and total phosphorus exceeded the state criteria throughout the sampling period. Due to an

apparent erroneous reading, the total phosphorus result could not be calculated for 2013.

The excessive chlorophyll-*a* and nutrient levels are the result of the lake's management. The ongoing herbicide program and the addition of grass carp to Piney Z have led to an almost completely open water system. Nutrients are being assimilated by algae instead of being taken up by vascular plants, leading to massive and long lasting algal blooms. While this may lead to a productive largemouth bass fishery in the short term, overall long term ecosystem health continues to suffer.

Floral Assessment

The Lake Vegetation Index score for Piney Z was 55, placing the lake's vegetative community in the healthy category.

Sixty-six species were found during the survey. Buttonbush (*Cephalanthus occidentalis*), was the most dominant species in the lake. Other native shoreline vegetation included: American elderberry (*Sambucus canadensis subsp. nigra*), red maple (*Acer rubrum*), coastal plain willow (*Salix carolina*) and pond cypress (*Taxodium ascendens*). Unfortunately, water hyacinth (*Eichhornia crassipes*), Chinese privet (*Ligustrum sinense*) and Chinese tallow (*Sapium sebiferum*), all listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/>, were found in the littoral zone of Piney Z. Alligator weed (*Alternanthera philoxeroides*) is a Category II Invasive Exotic found in the lake. Additionally, the exotic Indian jointvetch (*Aeschynomene indica*), yellow nutsedge (*Cyperus esculentus*), vaseygrass (*Paspalum urvillei*), water spangles (*Salvinia minima*) and Japanese climbing fern (*Lygodium japonicum*) were also found in or near the lake.

[Click here for more information on the Lake Piney Z LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Piney Z due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Piney Z did not meet the nutrient thresholds for the East Panhandle Region. The elevated nutrients and chlorophyll-*a* are in response to the fishery management strategy. The Lake Vegetation Index score for Lake Piney Z was 55, placing the lake's vegetative community in the healthy category. Other water quality parameters appear to be normal for the area and no other impairments were noted.



Lower Lake Lafayette

Lower Lake Lafayette is the largest of the four lake compartments, covering an area of 1,006 acres and bordered by the Leon County Apalachee Regional

Park Solid Waste Facility, Talquin Electric Sewage Treatment Plant and various residential and commercial developments. Lower Lake Lafayette is also home to a wood stork colony.

Although pockets of open water are scattered throughout Lower Lake Lafayette, the vast majority of the area is covered by dense growths of emergent and submerged vegetation, including many mature trees. Water from Alford Arm enters Lower Lake Lafayette via pipes located under the CSX railroad track. Discharges from Lower Lake Lafayette occur through an earthen channel on the eastern end of the lake and pass under Chaires Crossroad before entering the wetland system associated with the St. Marks River. Depending on water levels, water from the St. Marks River will flow into Lower Lake Lafayette. Extended drought caused low water levels in this section, which prevented water sampling during several quarters of 2007, 2008, 2010 and 2011. No water quality samples were collected in 2012 and only one water sample was collected in 2013. Access issues prevented sample collection during the latter part of 2014 and all of 2015. Sampling resumed in 2016.

Results

Nutrients

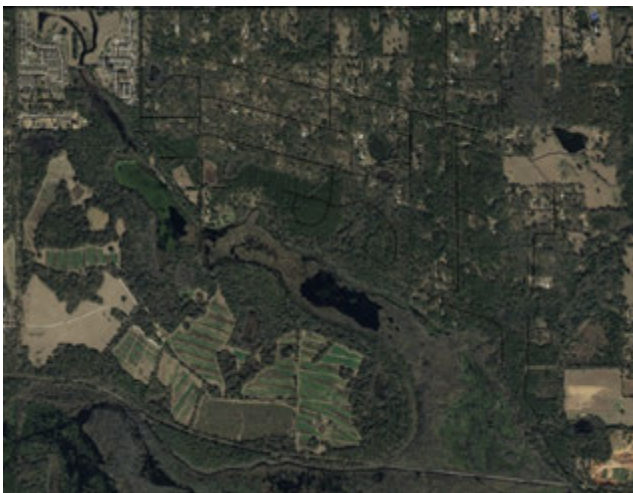
The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. State numeric nutrient criteria were not exceeded during the period of record.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lower Lake Lafayette.

Colored Lakes LLL	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3.04	0.49	0.02
2005	2.85	0.56	0.02
2006	2.34	0.72	0.03
2007	1.94	0.62	0.02
2008	-	-	-
2009	2.19	0.42	0.02
2010	2.59	0.53	0.01
2011-2015	-	-	-

Conclusions

Intermittent sampling has made conclusions difficult. Based on existing data, Lower Lake Lafayette met the nutrient thresholds for the East Panhandle Region.



Alford Arm

Alford Arm is a 231 acre waterbody which was separated from Lower Lake Lafayette by construction of the CSX Railroad. Of the four segments that define historic Lake Lafayette, Alford Arm receives flow from the greatest area with natural cover, including Welaunee Plantation, the Miccosukee Greenway and the Alford Arm Greenway. Due to significant drought conditions in recent years, available storage along the channel intercepted most flows during the year. Although Alford Arm contains areas of standing water, the vast majority is covered by dense stands of both submergent and emergent wetland vegetation (Harper and Baker, 2005). Because of the dense vegetation and low water conditions, samples could not be collected for most of 2010, and no samples were collected in 2011 through 2014. Because of ongoing conditions, staff eliminated this sampling station in 2015.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

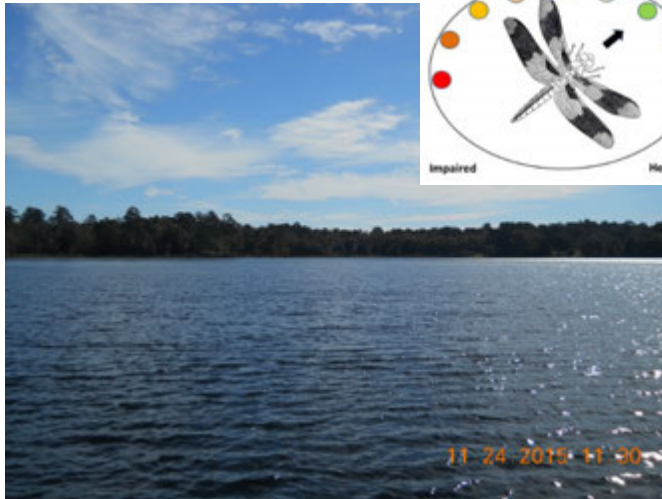
www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites L02, L30, LPZ3, LLL2, LLL3, and LLL10.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

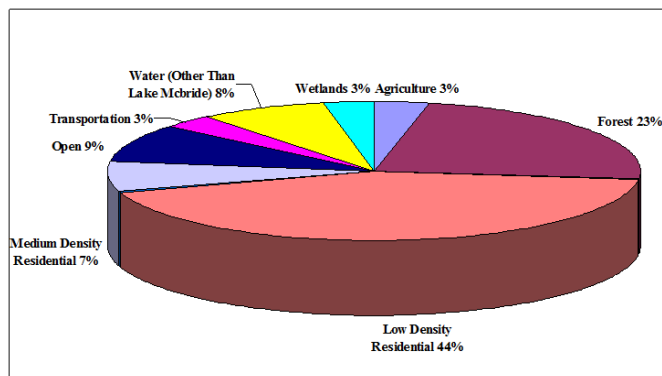
Waterbody: Lake McBride



Basin: Lake Lafayette

Lake McBride is a 183 acre lake located in northern Leon County.

As shown in the following pie chart, approximately 57% of land use in the 1,210 acre Lake McBride watershed is agricultural, residential, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse

hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling, sediment sampling and a Lake Vegetation Index (LVI) were conducted and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table1. FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake McBride. Results in bold signify exceedances of the State criteria.

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	3.6	0.19	0.02
2005	2.9	0.27	0.02
2006	1.6	0.36	0.02
2007	1.7	0.50	0.02
2008	3.9	0.44	0.01
2009	3.1	0.21	0.01

Clear Lake, Low Alkalinity	Chlorophyll- <i>a</i> 6.0 µg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2010	2.6	0.33	0.01
2011	6.6	0.47	0.02
2012	5.6	0.46	0.01
2013	4.2	0.28	0.01
2014	1.7	0.36	0.01
2015	5.7	0.20	0.02

Chlorophyll-*a* values did not meet the state criteria for 2011, possibly as a result of nutrient concentration associated with low water levels.

Dissolved Oxygen

Station MB6 percent dissolved oxygen (DO) saturation values were below Class III criteria during certain events. This was not unexpected, since this station, located in the southwest quadrant of the lake, is shallow and covered with vegetation, which prevents rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours) also contributed to the low DO saturation values. Staff believes that this is a natural condition for this location.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Floral Assessment

The Lake Vegetation Index score for Lake McBride was 71, placing the lake's vegetative community in the healthy category.

Sixty-eight plant species were found during the survey. The native species fanwort (*Cabomba caroliniana*), water shield (*Brasenia schreberi*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant plants in the lake. Other examples of native shoreline vegetation included red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and pickerelweed (*Pontederia cordata*).

Unfortunately, wild taro (*Colocasia esculenta*), hydrilla (*Hydrilla verticillata*) and Chinese tallow (*Sapium sebiferum*), listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/>, are invasive exotics that are a concern in Lake McBride. Alligator weed (*Alternanthera philoxeroides*), a Category II Invasive Exotic, was found for the first time in Lake McBride in 2013 and is still present. Water spangles (*Salvinia minima*) and yellow nutsedge (*Cyperus esculentus*) are two additional non-native species found in Lake McBride. Burhead sedge (*Oxycaryum cubense*) was also found in Lake McBride and is especially prevalent on the tussocks found in and along the edges of the lake. Experts are in disagreement about whether this species is a native or non-native to Florida.

[Click here for more information on the Lake McBride LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

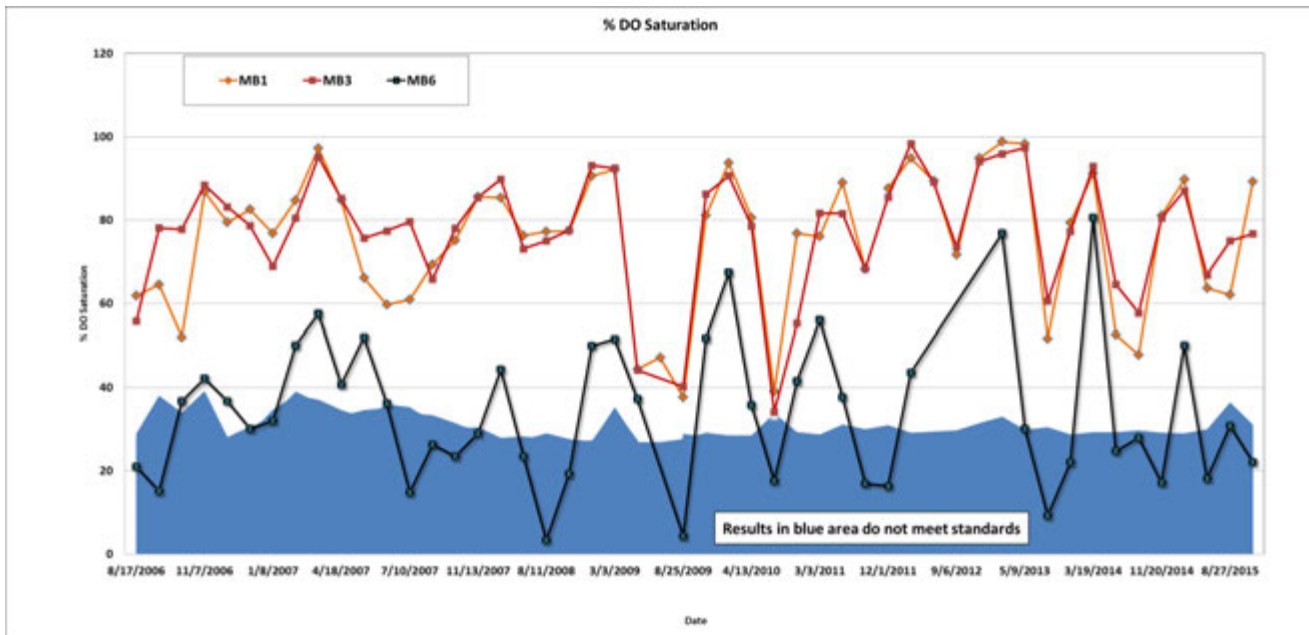


Figure 1. Dissolved Oxygen Percent Saturation results for Lake McBride.

Conclusions

Based on ongoing sampling, Lake McBride met the nutrient thresholds for the East Panhandle Region; and the floral community is considered “healthy” by the LVI. Staff considers the low DO results at Station MB6 a natural condition. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites MB1, MB3 and MB6.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Miccosukee



Basin: Lake Miccosukee

Lake Miccosukee is a 6,257 acre, phosphorus-limited lake that forms the northeastern border of Leon County. Lake Miccosukee is considered a shallow, prairie lake and historically drained via sinkholes becoming nearly dry in the process. The result of the natural drawdowns was a large reduction in the amount of organic matter content found in the bottom sediments.

In 1954, a control structure was constructed around the northern sinkhole and a wooden weir constructed at the southern end of the lake to stabilize water levels. Water level stabilization led to increased emergent vegetation in the lake, so that vegetation covered as much as 80% of the lake's surface. By taking up space and decreasing oxygen levels, the increased vegetation also contributed to the diminishment of the fish population and increased the amount of organic material in the sediment.

Because of rising concerns about the health of the lake, the control structure gate was opened during the 1999 drought, allowing part of the lake to drain into the aquifer via the sinkhole. Several areas of the lake were excavated and part of the lake bottom was burned during the drawdown. The burning and excavation led to increased lake volume and removed a portion of the organic rich sediment. After tropical

storms Allison and Barry passed through the area in 2001, Lake Miccosukee quickly refilled. A second drawdown was done in 2012. Prescribed burning was performed on a portion of the woody tussocks that float on the lake. The drawdown affected field operations with staff being unable to collect water samples for the 4th quarter of 2012.

In 2010, an additional sinkhole developed on the southeast side of the lake. While it's thought that this sinkhole won't completely drain the lake, it may keep the lake levels lower during dry periods.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water and sediment sampling were conducted and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table 1. FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Miccosukee.

Colored Lake	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	4.6	0.28	0.02
2005	6.1	0.40	0.03
2006	2.9	0.52	0.02
2007	2.3	0.69	0.02
2008	3.3	0.61	0.01
2009	3.5	0.42	0.02
2010	8.8	0.70	0.03
2011	5.8	0.82	0.04
2012	-	-	-
2013	11.7	1.05	0.04
2014	9.5	0.86	0.03
2015	11.6	0.78	0.06

No exceedances were noted, but chlorophyll-*a* values and total nitrogen values were elevated in 2013, possibly as a result of nutrient fluxes associated with the most recent lake refilling. Values in 2014 were slightly lower, but chlorophyll-*a* and total phosphorus values increased in 2015. Changes in the area around the station may have contributed to the change. Previously, the area in the vicinity of station MI2 was dominated by *Nymphaea odorata*, the fragrant water lily. Florida Fish and Wildlife contractors recently enlarged an open water area adjacent to the station that has now encompassed the station area (Figure 1). In this case, open water has allowed the algal population to increase causing higher

concentrations of chlorophyll-*a* and total phosphorus. Orthophosphate levels remain low.

Dissolved Oxygen (DO)

As Figure 2 shows, the Lake Miccosukee stations showed percent DO saturation values that did not meet Class III water quality criteria. Staff considers the low DO normal for this lake because the stations are shallow and normally covered with vegetation, preventing rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours) and organic sediments also contributed to the low DO saturation values.

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Miccosukee due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Miccosukee met the nutrient thresholds for the East Panhandle Region. Changes in the plant community may be influencing nutrient and chlorophyll-*a* levels at station MI2. Percent DO saturation values did not always meet Class III water quality criteria. This was not unexpected and staff considers this normal for this lake. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site MI2.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov



Figure 1. Station MI2. Note the open water that now surrounds the station.

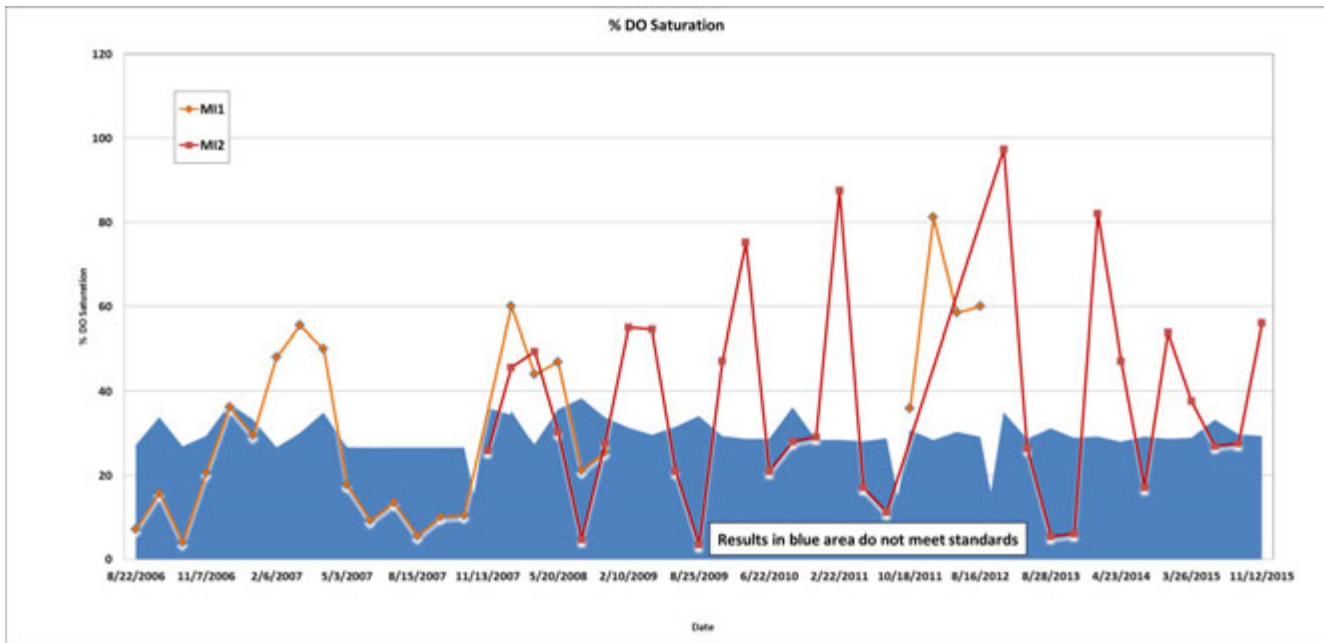
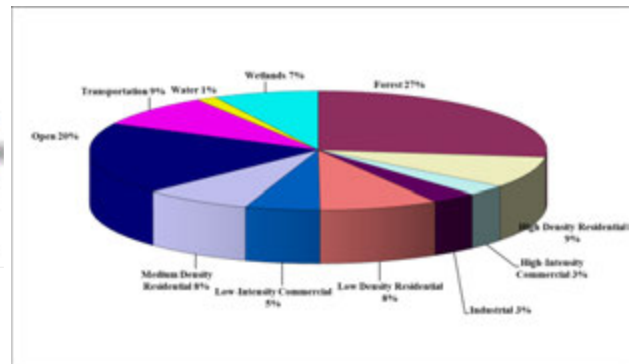
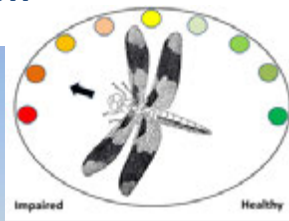
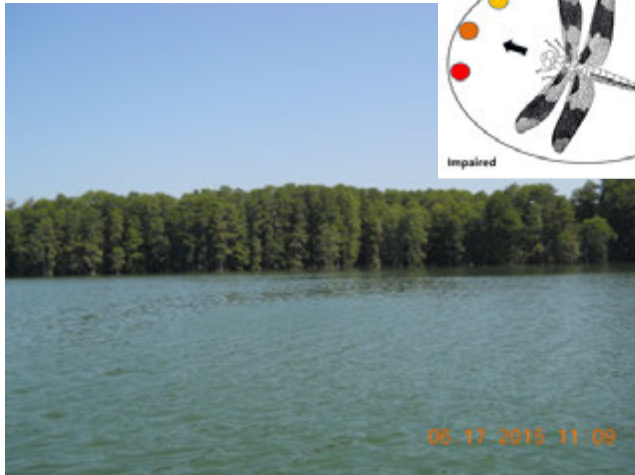


Figure 2. Dissolved Oxygen Percent Saturation results for Lake Miccosukee.

Waterbody: Lake Munson



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

The lake received a Total Maximum Daily Load (TMDL) by the Florida Department of Environmental Protection (FDEP) in 2013. The TMDL requires the lake to meet the dissolved oxygen criterion and nutrient TMDL concentrations, which, based on mean concentrations from the 2004-2008 period, will require a 50 percent reduction for Biological Oxygen Demand (BOD), a 32.5 percent reduction for Total Nitrogen (TN), a 76.7 percent reduction for Total Phosphorus (TP) and a 31.9 percent reduction in turbidity.

There has been a general consensus that the organic and nutrient-rich sediments in Lake Munson are contributing to the poor water quality and that sediment removal would be the best way to improve the lake's water quality. Unfortunately, sediment removal would be logistically very difficult and extremely expensive. Another option is to periodically

Basin: Lake Munson

Lake Munson is an approximately 255 acre, cypress-rimmed, nitrogen-limited lake located south of the City of Tallahassee. The lake is believed to have originally been a cypress swamp but has since been impounded and now functions as a shallow man-made lake. Lake Munson receives the majority of its water from the heavily altered Munson Slough and its tributaries. Lake outflow continues southward via Munson Slough and finally drains into Ames Sink. Dye trace studies have confirmed a direct connection between Ames Sink and Wakulla Springs.

The lake has a history of severe water quality and ecological problems including fish kills, algal blooms, exotic vegetation and snails, high nutrient and bacterial levels, low game fish productivity, sediment contamination, and depressed oxygen levels.

As shown in the following pie chart, approximately 45% of land use in the 42,526 acre Lake Munson basin is industrial, commercial, residential, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

drain the lake. The lake drawdowns are expected to result in de-watering, compaction, and partial oxidation of sediments that produced a sediment “cap” that would serve to improve water quality and simultaneously generate suitable habitat for fish spawning.

On April 27, 2010, the Leon County Board of County Commissioners directed staff to implement the County’s Science Advisory Committee lake draw-down recommendations. After additional meetings, which included staff and committee members from the Florida Fish and Wildlife Conservation Commission, FDEP, U.S. Forest Service, Leon County Science Advisory and Water Resource Committees, and the community surrounding the lake, it was decided to start the lake drawdown October 18, 2010. The drawdown continued until June 14, 2011. Sampling recommenced in the third quarter of 2011. Unfortunately, it does not appear that the initial drawdown improved water quality.

Methods

Surface water sampling, sediment sampling and a Lake Vegetation Index (LVI) were conducted and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Munson. Due to the lake drawdown, staff could not collect samples for the first and second quarters of 2011. Results in bold signify exceedances of the State criteria.

Clear Lakes High Alkalinity	Chl- <i>a</i> (20 µg/L)	Total Nitrogen (1.05-1.91 mg/L)	Total Phosphorus (0.03-0.09 mg/L)
2004	3.6	0.35	0.06
2005	13.8	0.62	0.11
2006	12.4	1.38	0.19
2007	10.9	1.49	0.30
2008	13.1	0.76	0.20
2009	5.5	0.88	0.17
2010	8.7	1.07	0.16
2011	-	-	-
2012	39.0	1.08	0.18
2013	85.0	1.51	0.24
2014	13.9	1.27	0.24
2015	54.3	1.37	0.22

The table shows that the geometric mean of chlorophyll-*a*, total nitrogen and total phosphorus exceeded the state criteria several times over the sampling period. The geometric mean for chlorophyll-*a* in 2013 (85.0 µg/L) was the highest reading on record.

While the lake drawdown appeared to consolidate the sediment, there seems to have been little to no effect regarding nutrient reduction in the water column. As shown in Figures 1 through 4, BOD, total nitrogen, total phosphorus and turbidity levels are consistently above the TMDL limits. Algal blooms, represented by chlorophyll-*a* (Figure 5), also

continue to be a problem in Lake Munson. FDEP analysis determined that samples taken from the algal blooms that occurred in February and June of 2013 were dominated by *Microcystis* sp., a known toxin producer. FDEP confirmed that microcystin toxin was being released at the time of the algal blooms.

Metals

Both Munson Slough and Lake Munson exceeded Class III water quality criteria for lead in 2015. Relict anthropogenic sources such as leaded gasoline are most likely to be the cause of these exceedances.

[Click here for more information on metal levels in Leon County waterbodies.](#)

Floral Assessment

The Lake Vegetation Index score for Lake Munson was 58, placing the lake's vegetative community in the healthy category.

Sixty-nine species were found during the survey. The native species pond cypress (*Taxodium ascendens*) was the most dominant species in the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica biflora*).

Unfortunately, camphor tree (*Cinnamomum camphora*), wild taro (*Colocasia esculenta*), Chinese privet (*Ligustrum sinense*), water hyacinth (*Eichhornia crassipes*), Peruvian primrose willow (*Ludwigia peruviana*), wandering jew (*Tradescantia zebrina*) and Chinese tallow (*Sapium sebiferum*), all listed as Category I Invasive Exotics, were found in the littoral zone of Lake Munson. Alligator weed (*Alternanthera philoxeroides*) and rattlebox (*Sesbania punicea*) are Category II Invasive Exotics found in the lake. Other non-native species in and around the lake include yellow nut sedge (*Cyperus esculentus*), parrot feather watermilfoil (*Myriophyllum aquaticum*) and water spangles (*Salvinia minima*).

[Click here for more information on the Lake Munson LVI.](#)

[Click here for more information on common exotic and invasive plants in Leon County wetlands and waterbodies.](#)

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Munson due to elevated levels of mercury and PCBs.

[Click here for more information about fish consumption advisories in Leon County.](#)

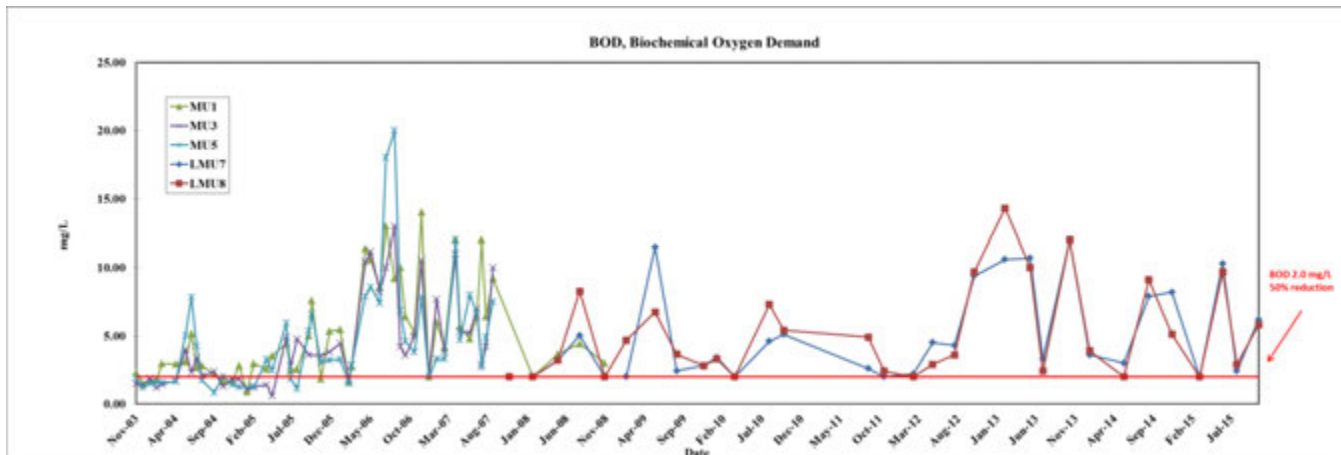


Figure 1. BOD results for Lake Munson.

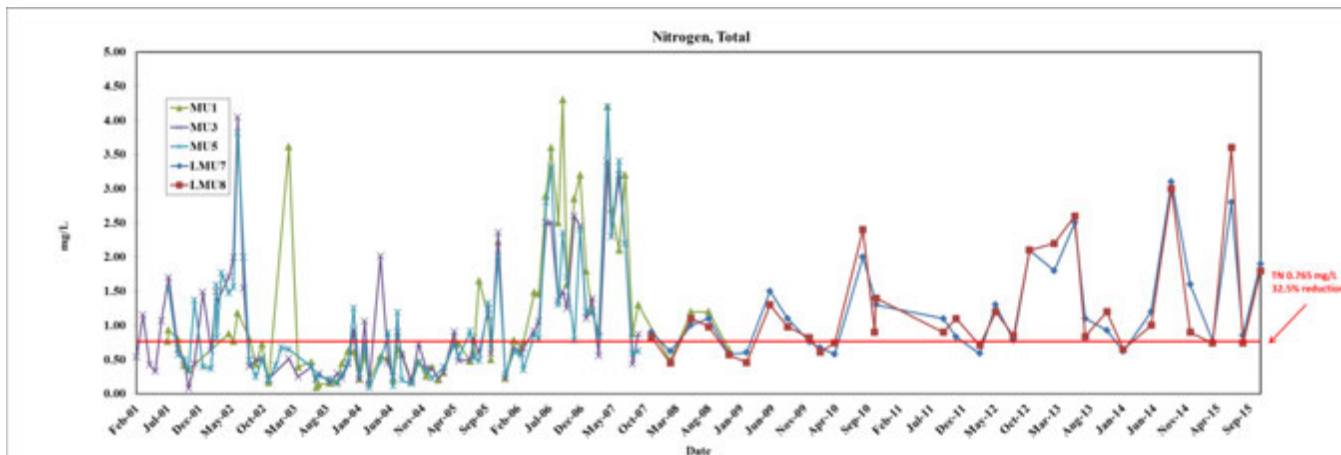


Figure 2. Total Nitrogen results for Lake Munson.

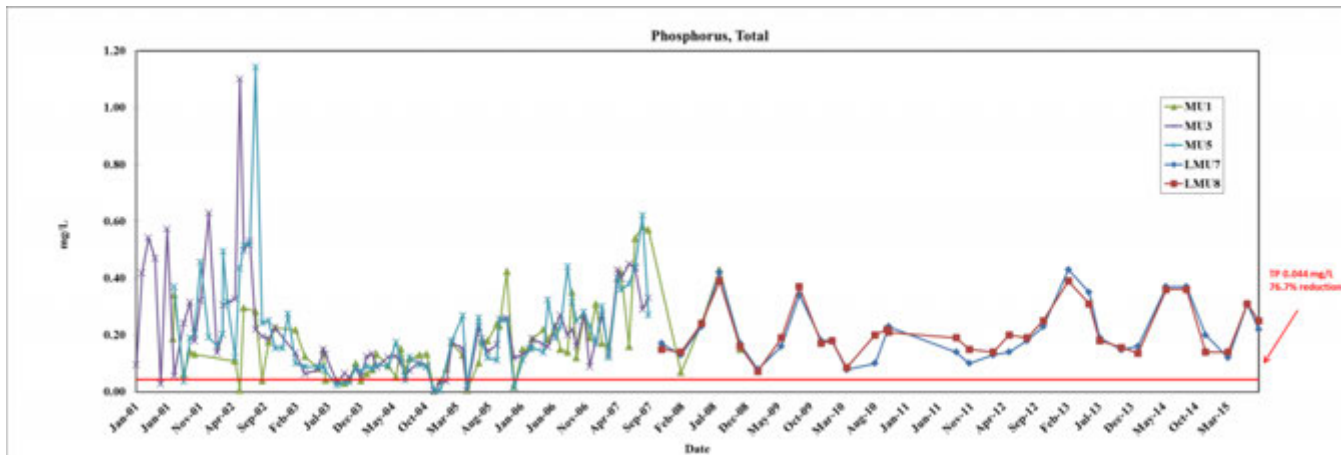


Figure 3. Total phosphorus results for Lake Munson.

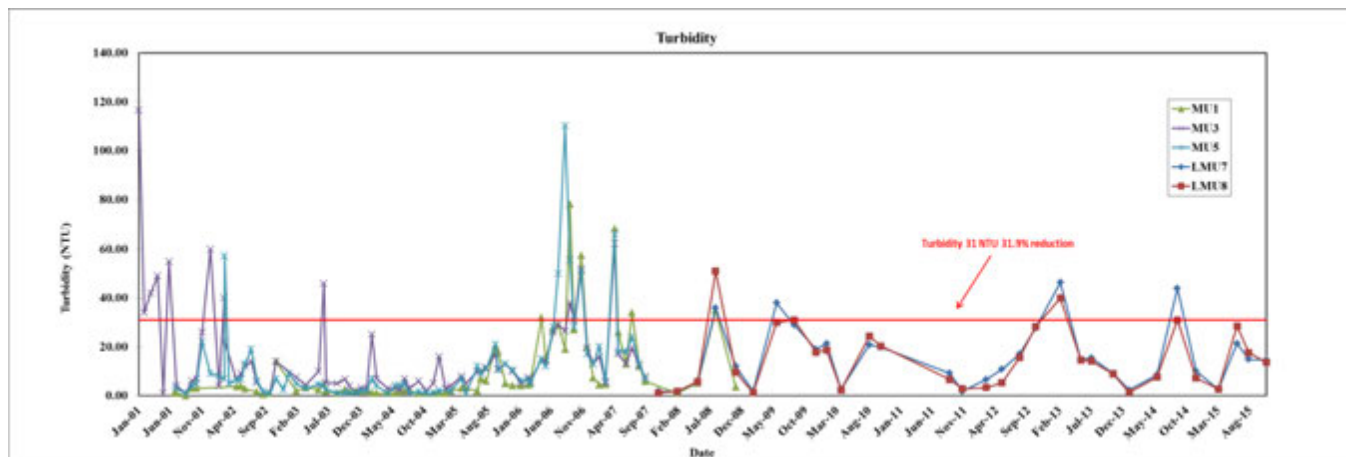


Figure 4. Turbidity results for Lake Munson.

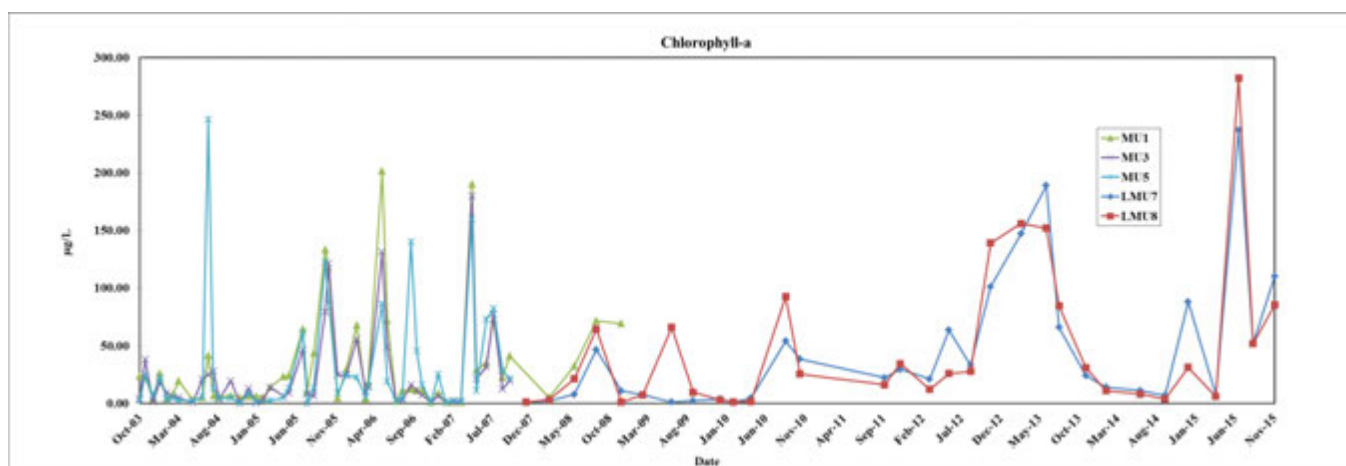


Figure 5. Chlorophyll-a results for Lake Munson.

Conclusions

Based on ongoing sampling, Lake Munson did not meet the nutrient thresholds for the East Panhandle Region. BOD, total nitrogen, total phosphorus and turbidity are consistently above the TMDL limits. Algal blooms, represented by chlorophyll-*a*, continue to be a problem in the lake. The aforementioned statements suggest that the initial lake drawdown seemed to have had little or no effect regarding nutrient reduction in the water column. Lake Munson exceeded Class III water quality criteria for lead in 2015. Relict anthropogenic sources such as leaded gasoline are most likely to be the cause of these exceedances. The floral community is considered “healthy” by the LVI.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

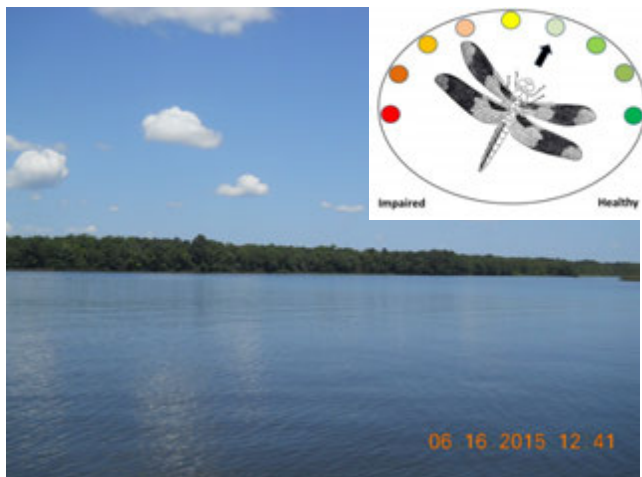
www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites LMU7 and LMU8.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Lake Talquin



Basin: Ochlockonee River

The 6,963 acre Lake Talquin is considered an Outstanding Florida Water by the Florida Department of Environmental Protection (FDEP) and is located in western Leon County. Its basin extends into surrounding Florida counties as well as southern Georgia. Lake Talquin State Park is along the southern shoreline of the lake and was acquired as a donation to the state from Florida Power Corporation.

The lake was formed in 1929 when the Jackson Bluff Dam was constructed on the Ochlockonee River to produce hydroelectric power. The dam, built and managed by the West Florida Power Company (later to become Florida Power Corporation) who operated the facility until 1970, was abandoned as a power plant and turned over to the Florida Department of Natural Resources (later to become FDEP). FDNR/FDEP managed the dam without producing power until 1981. The City of Tallahassee then took over the dam, refurbished the dam and power plant, and reinstalled generators. In August 1985, the plant became operational as the C. H. Corn Hydroelectric Power Generating Plant.

Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water and sediment sampling were conducted and met the collection and analysis requirements of the FDEP.

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Taken as a whole, Lake Talquin's chlorophyll-*a* standard was exceeded in 2011 (29 $\mu\text{g/L}$), 2013 (22 $\mu\text{g/L}$) and 2015 (31 $\mu\text{g/L}$). The 2015 chlorophyll-*a* level is the highest on record. Total phosphorus thresholds were exceeded during the same years. Nitrogen levels, while not exceeding the NNC, have substantially increased over the period of record.

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Talquin WBIDs 1297C and 1297D. Results in bold signify exceedances of the State criteria.

Colored Lakes	Chlorophyll- <i>a</i> < 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	5	0.49	0.04
2005	6	0.52	0.04
2006	4	0.66	0.05
2007	8	0.83	0.06
2008	9	0.83	0.06
2009	3	0.65	0.07
2010	10	0.75	0.05
2011	29	0.78	0.06
2012	20	0.72	0.05
2013	22	0.81	0.08
2014	5	0.78	0.06
2015	31	0.78	0.06

Unlike other lakes in Leon County, Lake Talquin is divided by FDEP into two Water Body Identification WBIDs (1297C and 1297D shown in Figure 1). Tables 2 and 3 show the NNC results by WBID.

Table 2 shows the chlorophyll-*a* standard in WBID 1297C was exceeded in 2011 (32 µg/L), 2012 (23 µg/L), 2013 (24 µg/L), and 2015 (32 µg/L). Total phosphorus threshold levels were exceeded those same years.

Table 3 shows the chlorophyll-*a* standard was exceeded in 2011 (22 µg/L) and 2015 (28 µg/L) for

WBID 1297D. Total phosphorus thresholds were exceeded during those same years.

Table 2. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Talquin WBID 1297C only. Results in bold signify exceedances of the State criteria.

Colored Lakes	Chlorophyll- <i>a</i> < 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	11	0.56	0.03
2005	9	0.50	0.04
2006	4	0.72	0.04
2007	8	0.86	0.05
2008	9	0.77	0.05
2009	4	0.66	0.07
2010	10	0.73	0.05
2011	32	0.80	0.06
2012	23	0.70	0.05
2013	24	0.84	0.08
2014	6	0.73	0.05
2015	32	0.71	0.05

As noted in Table 1, Tables 2 and 3 shows that nitrogen levels, while not exceeding the NNC, have substantially increased over the period of record.

Table 3. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Talquin WBID 1297D only. Results in bold signify exceedances of the State criteria.

Colored Lakes	Chlorophyll- <i>a</i> < 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3	0.43	0.04
2005	5	0.54	0.05
2006	3	0.60	0.05
2007	7	0.81	0.08
2008	10	0.89	0.07
2009	2	0.64	0.07
2010	8	0.80	0.06
2011	22	0.73	0.07
2012	13	0.76	0.05
2013	16	0.74	0.08
2014	4	0.83	0.07
2015	28	0.88	0.07

Dissolved Oxygen (DO)

Dissolved oxygen saturation values were below the Class III water quality limits during certain events (Figure 2). In the majority of cases, the low oxygen values are results from deep water (> 4 meter) readings. There does not appear to be any stratification in the water column, which could prevent oxygen transfer from the surface to lower levels, so it is thought that microbial activity in the organic sediment demands more oxygen than can be readily replaced leading to the low DO levels. While a run of the river reservoir cannot be considered “natural”, it

is normal for organic rich sediments to have low DO levels immediately above the sediment surface. Anthropogenic activities upstream (e.g. agricultural) can make such conditions worse. However, when the lake was created, organic-rich bottomland forest was flooded. These pre-existing bottomland trees (still onsite and submersed) are continuing to release nutrients into the system, contributing to oxygen demand.

FDEP now requires oxygen level readings to be taken only in the top two meters of the water column for TMDL purposes, so Leon County no longer takes deep water readings, hence the “improved” DO readings.

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Talquin due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

Other Parameters

Turbidity levels were moderately elevated at Station TOLR during the 1st (16.5 NTU) and the 2nd (13.2 NTU) quarters of 2015. The main tributary to that arm of the lake, the Little River, flows out of Georgia. Rainfall in the Little River watershed could have contributed to runoff that flowed into the arm. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Lake Talquin did not meet the chlorophyll-*a* and phosphorus thresholds for the Big Bend Bioregion. Nitrogen levels have increased over time. Staff considers the low DO results taken in deeper water a normal condition for Lake Talquin.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample Sites LT1, TOC2, TOD, TOE2, and TOLR.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

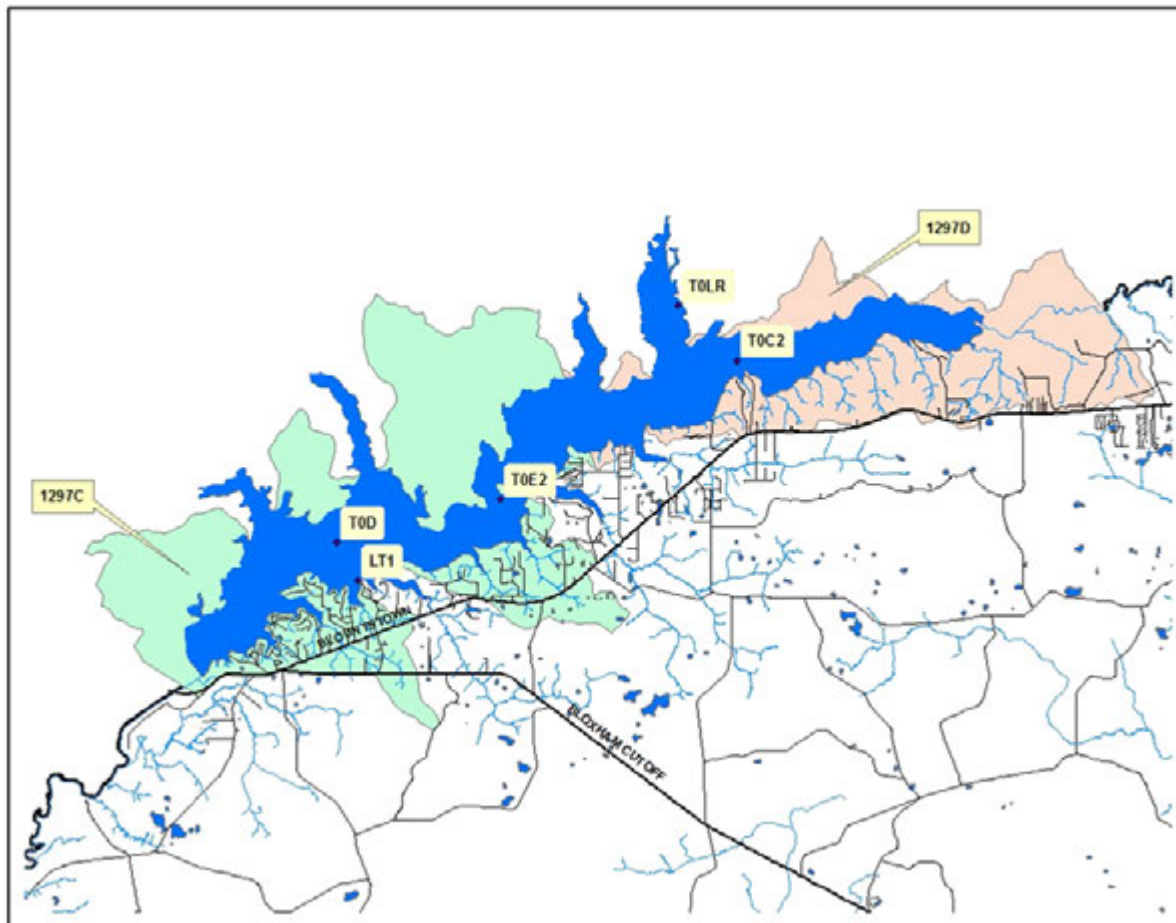


Figure 1. Lake Talquin WBIDs. Active stations shown.

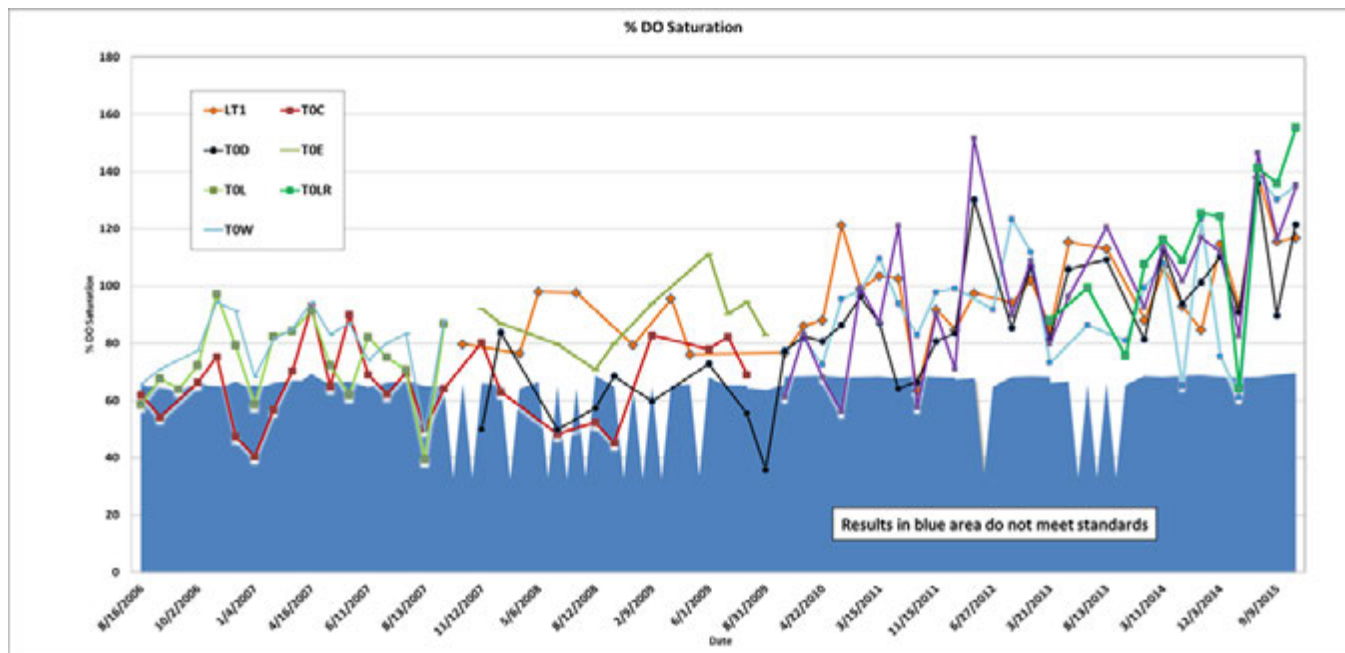
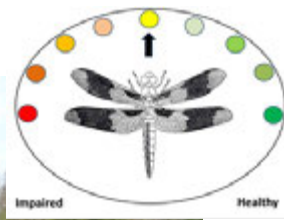


Figure 2. Dissolved Oxygen Percent Saturation results for Lake Talquin.

Waterbody: Lake Weeks



or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water and sediment samples were collected to determine the health of Lake Weeks and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Sinkholes

In late February 2015, Lake Weeks developed two sinkholes that quickly drained the lake to levels that prevented sampling (< 1.2 feet by March 2nd) for the first two quarters of 2015. Lake levels rose to high enough levels that staff was able to resume sampling in the third quarter.

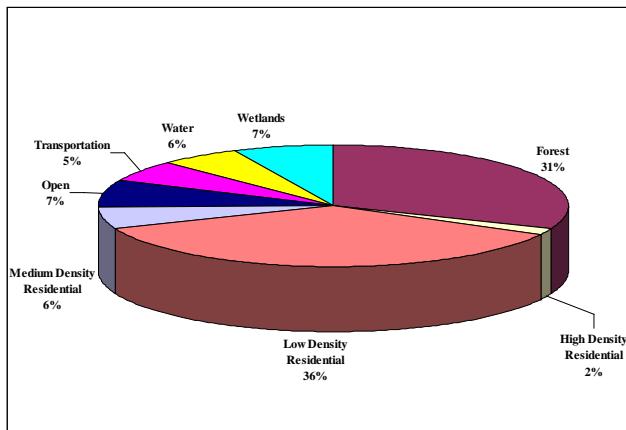
Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to an apparent erroneous reading, the total phosphorus result could not be calculated for 2013. Low water levels prevented staff from collecting the required amount of samples so the NNC could not be calculated for 2015.

Basin: St. Marks River

Lake Weeks is a small, shallow, 10 acre, tannic lake located in southeastern Leon County.

As shown in the following pie chart, approximately 49% of land use in the Lake Weeks 614 acre watershed is residential or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat

Table 1. FDEP’s chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Weeks. Results in bold signify exceedances of the State criteria.

Colored Lake	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3.3	0.33	0.01
2005	1.7	0.42	0.01
2006	3.5	0.58	0.03
2007	4.9	1.00	0.02
2008	13.9	0.80	0.04
2009	2.6	0.32	0.01
2010	5.3	0.59	0.01
2011	14.2	0.79	0.03
2012	47.5	1.49	0.07
2013	19.7	0.87	-
2014	3.9	0.71	0.01
2015	-	-	-

Low water levels in 2012, along with a relatively constant source of nutrients, substantially concentrated the nutrients in the lake, exceeding the numeric nutrient criteria in 2012. As the area returned to a more normal rainfall pattern, chlorophyll-*a* and nutrient levels dropped to levels that met the state criteria for 2014. As in 2012, low water levels in 2015 concentrated nutrients in the lake, resulting in elevated nutrient (1.4 mg total nitrogen, 0.08 mg/L total phosphorus) and chlorophyll-*a* (106 µg/L) levels during the September 2015 sampling event. By November 2015, while still elevated, levels had dropped (total nitrogen 1.2 mg, total phosphorus 0.05 mg/L, and chlorophyll-*a* 10.4 µg/L).

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

In late February 2015, Lake Weeks developed two sinkholes that quickly drained the lake to levels that prevented sampling for the first two quarters of 2015. When sampling resumed in September 2015, previous low water levels concentrated nutrients in the lake, resulting in elevated nutrients and chlorophyll-*a* levels. By November, while still elevated, nutrient and chlorophyll-*a* levels had dropped to levels approaching past results. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site LW1.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

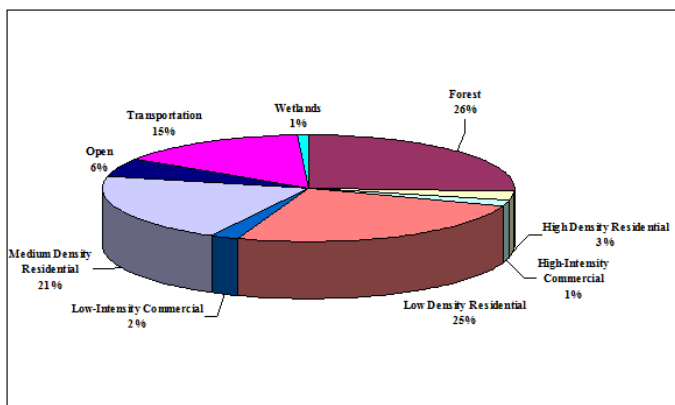
Waterbody: Lexington Creek



Basin: Lake Jackson

Lexington Creek is a moderately altered stream located in the northern part of Tallahassee and drains into Fords Arm of Lake Jackson. The watershed extends to Thomasville Road at I-10 on the east, and is bounded by Maclay Road and Live Oak Plantation Road on the north and south, respectively.

As shown in the following pie chart, residential, commercial, and transportation uses make up approximately 67% of the 1,803 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but

excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water was collected to determine the health of Lexington Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1. Due to low water conditions, four temporally independent samples per year could not be collected from this station from 2006-2008, 2011-2013 and 2015. The State criteria were not exceeded for either parameter when sampling requirements were met.

Table1. FDEP's total nitrogen and phosphorus criteria for streams applied to Lexington Creek.

Lexington Tributary	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.43	0.15

Lexington Tributary	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2009	0.13	0.14
2010	0.42	0.15
2011-2013	-	-
2014	0.33	0.12
2015	-	-

However, based on two sampling events in 2015, the geometric mean of total phosphorus (0.19 mg/L) slightly exceeded the 0.18 mg/L threshold.

Fecal Coliforms and Escherichia coli (E. coli)

Lexington Creek has a history of fecal coliform levels exceeding Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform standards in Florida as an indicator of bacterial contamination. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the first (240/100 mL) and second (470/100 mL) quarters of 2015. Aging septic tanks, leaking sewer lines or possibly wildlife could be contributing to the elevated coliform levels.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

When sampling requirements were met, Lexington Creek met the nutrient thresholds for the East Panhandle region. Based on two sampling events in 2015, the geometric mean of total phosphorus exceeded the 0.18 mg/L threshold. *E. coli* bacteria exceeded Class III water quality standards in 2015.

Aging septic tanks, leaking sewer lines or possibly wildlife could be contributing to the elevated coliform levels.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

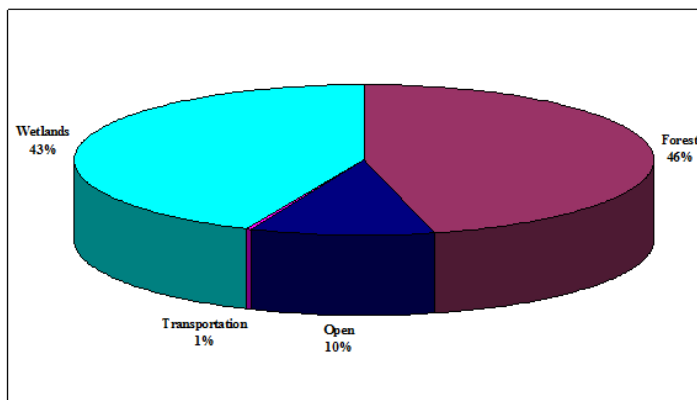
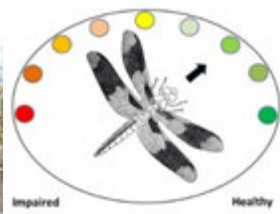
[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 26.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500

Richardsonjo@leoncountyfl.gov

Waterbody: Lost Creek



Basin: Lost Creek

Lost Creek is a tannic, acidic, phosphorus-limited stream located in southwestern Leon County. The Lost Creek water quality station was moved from Bloxham Cutoff to U.S. Forest Road 309 in 2011.

As the following pie chart shows, the majority of the 33,682 acre Lost Creek basin is relatively undeveloped with transportation making up 1% of land use.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water was collected to determine the health of Lost Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1. Total nitrogen levels exceeded state criteria in 2007 and 2014 while phosphorus levels met the criteria for all measured years. Due to hazardous water levels during the third quarter of 2012, staff were unable to collect samples for that quarter. The lack of data means that FDEP requirements for determining numeric nutrient criteria could not be calculated for 2012.

Table 1. FDEP’s total nitrogen and phosphorus criteria for streams applied to Lost Creek. Results in bold signify exceedances of the State criteria.

Lost Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	1.10	0.03
2008	1.01	0.00
2009	0.78	0.00
2010	0.85	0.02
2011	0.88	0.03
2012	-	-
2013	0.65	0.01
2014	1.16	0.02
2015	0.90	0.01

Dissolved Oxygen

Past Lost Creek percent Dissolved Oxygen (DO) saturation values were below the 34 percent limit during certain events. Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands. Surprisingly, average DO saturation values in 2015 were relatively high (73.05%).

Fecal Coliforms and Escherichia coli (E. coli)

Lost Creek has a history of fecal coliform levels that exceeded Class III water quality standards. Recently, E. coli standards supplanted fecal coliform standards in Florida. The recently adopted E. coli water quality limit of > 126 in 10% of samples collected over a 30 day period were not exceeded in 2015.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

With the exception of total nitrogen in 2007 and 2014, Lost Creek met the nutrient thresholds for the Big Bend Bioregion. No water quality impairments were noted in 2015.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

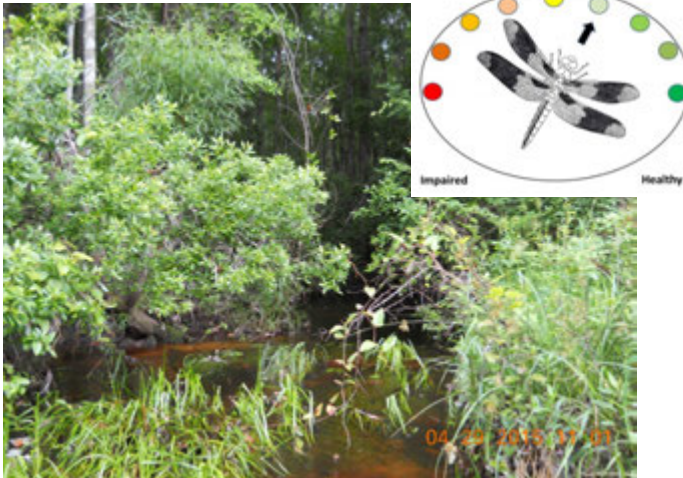
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample Site LC at FR309.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

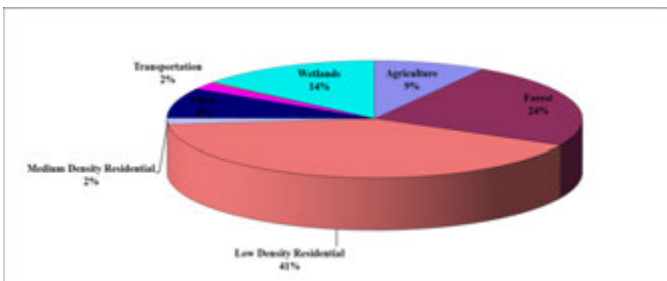
Waterbody: Louvinia Creek



Basin: St. Marks River

Louvinia Creek is an intermittently flowing creek located in eastern Leon County.

While the following pie chart shows the majority of the 3,521 acre watershed is relatively undeveloped, residential, agricultural, and transportation uses make up approximately 54% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and

introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Louvinia Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required amount of samples, some conclusions can be made. Based on the geometric mean of two samples taken in 2015, total phosphorus (0.12 mg/L) and total nitrogen (0.54 mg/L) levels would meet the NNC criteria.

Fecal Coliforms and Escherichia coli (E. coli)

Louvinia Creek has a history of fecal coliform levels that exceeded Class III water quality standards. Recently, E. coli standards supplanted fecal coliform standards in Florida. The recently adopted E. coli water quality limit of > 126 in 10% of samples collected over a 30 day period were not exceeded in 2015.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

While sampling requirements were not met, total phosphorus and total nitrogen levels appear to meet the numeric nutrient criteria. Other water quality parameters appear to be normal for the area and no other impairments were noted.

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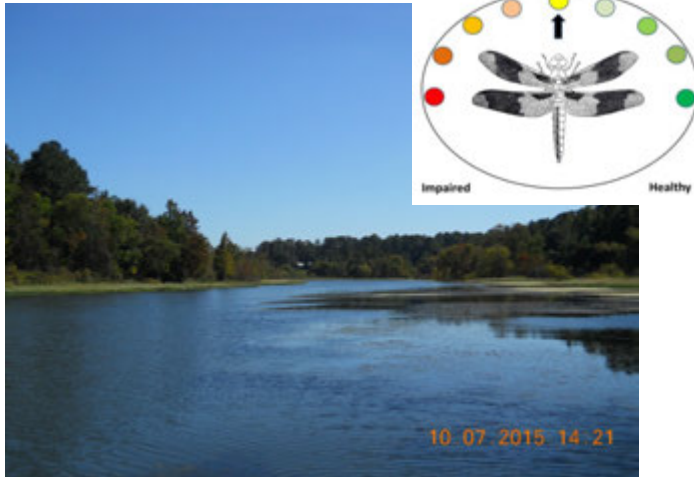
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[Click here for map of watershed – Sample site LC at WW.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Meginnis Creek



hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of nuisance (generally exotic) plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life use support), and exceedances of these standards is associated with interference with the designated use.

Methods

Surface water samples were collected to determine the health of Meginnis Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

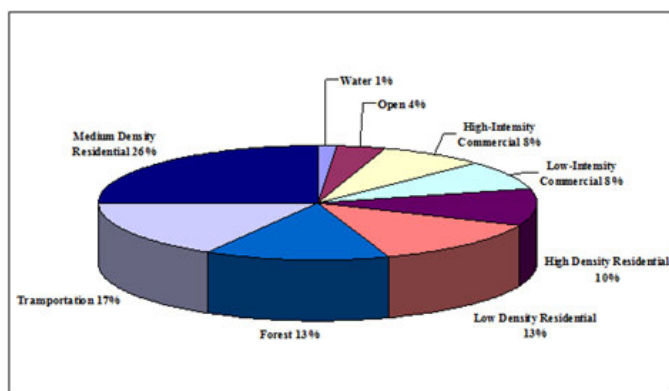
Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as annual geometric means) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year were not collected from the original sampling station. Staff established the new Meginnis Arm station in April 2010, so the 1st quarter sample was not collected for that year. Low water levels precluded staff from collecting water samples during the latter half of 2011 and all of 2012 and 2013. However sampling resumed in 2014 and in 2015, sampling requirements were met. The values in 2015 showed that neither total nitrogen (0.38 mg/L) nor total phosphorus (0.05 mg/L) exceeded their respective limits (total nitrogen >1.03 mg/L, total phosphorus > 0.18 mg/L).

Basin: Lake Jackson

Meginnis Creek is a substantially altered, nitrogen-limited stream located in the northern part of Tallahassee and drains into Lake Jackson.

As shown in the figure below, residential, commercial, and transportation uses make up approximately 82% of the 2,510 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse

Other Parameters

Dissolved oxygen rarely meets Class III water quality standards (Figure 1). Specific conductivity and dissolved solids (averaged 117 μ hos/cm and 69.3 mg/L respectively in 2015) were elevated when compared to Lake Jackson (averaged 41 μ hos/cm and 36.0 mg/L respectively in 2015). The combination of relatively high levels of conductivity and dissolved solids with relatively low nutrients suggest

that the dissolved solids may be the result of impervious surfaces in the watershed. Water is more efficiently transported over impervious surfaces where it picks up weathered calcium carbonate (found in concrete) in the increased expanses of impervious surfaces and drainage systems.

Vegetation

Several species of exotic plants are associated with the Meginnis Creek stream corridor including *Colocasia* sp. (Taro), *Alternanthera philoxeroides* (alligator weed), *Sapium sebiferum*, and *Hydrilla verticillata* (hydrilla). In many cases exotic plants will crowd out native plants which in turn stress native wildlife which has evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants. The Florida Fish and Wildlife Commission have an aquatic plant management program that manages the creek and the greater Lake Jackson area. The program is effective to the degree that the exotic vegetation does not overwhelm the native vegetation, but staff recommends that the problem of exotic plants be more aggressively pursued in this area of the watershed.

Conclusions

Due to limited sampling, conclusions regarding Meginnis Creek are tentative. Samples collected in 2015 show that the geometric mean of total nitrogen and total phosphorus were below the NNC. Specific conductivity and dissolved solids were elevated when compared to Lake Jackson in 2015. The combination of relatively high levels of conductivity and dissolved solids with relatively low nutrients suggest that the dissolved solids may be the result of impervious surfaces in the watershed. Dissolved oxygen rarely meets Class III water quality standards. Several species of exotic plants are associated with the Meginnis Creek stream corridor. The Florida Fish and Wildlife Commission have an aquatic plant management program that manages the creek and the greater Lake Jackson area. And it is hoped that the program

will become more aggressive in the maintenance of the invasive plants in the area.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

Johnny Richardson, Water Resource Scientist
(850) 606-1500

Richardsonjo@leoncountyfl.gov

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

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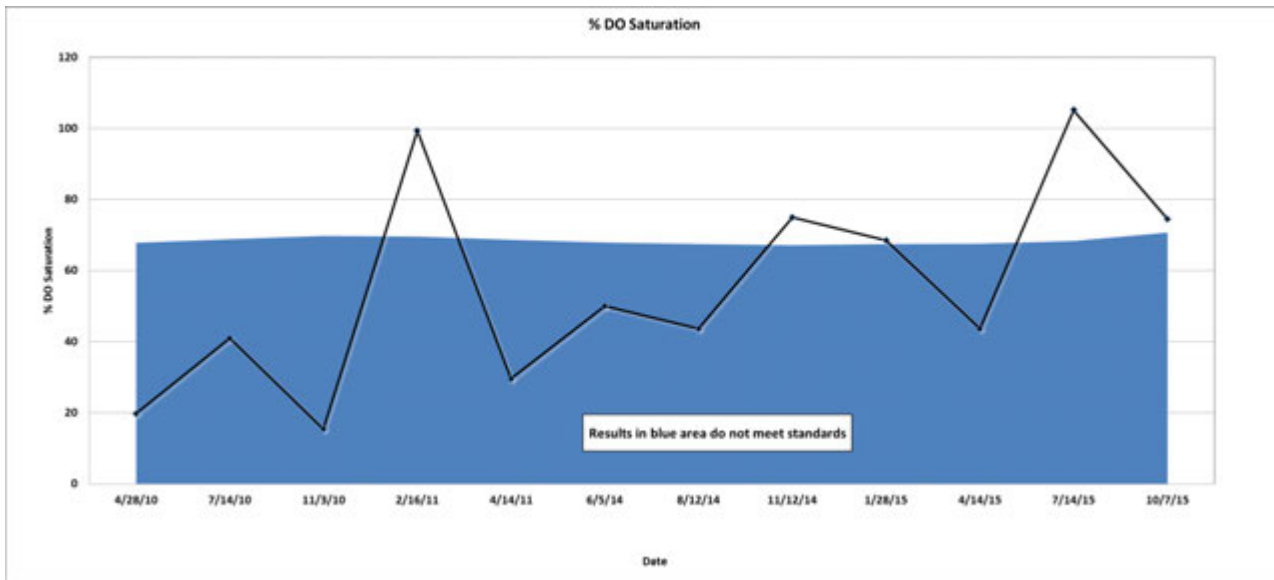


Figure 1. Dissolved Oxygen Percent Saturation results for Meginnis Creek.

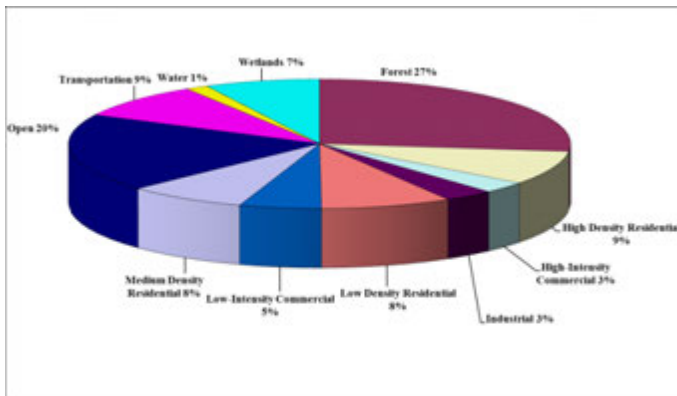
Waterbody: Munson Slough



Basin: Lake Munson

The heavily urbanized Munson Slough and its tributaries are located in central Leon County and drain a portion of the City of Tallahassee. The Slough flows south into and out of Lake Munson, then continues to Eight Mile Pond. After exiting Eight Mile Pond, the Slough flows under Oak Ridge Road and enters Ames Sink, which is known to be connected to Wakulla Springs.

As shown in the figure below, approximately 45% of land use in the 42,526 acre watershed is residential, commercial, industrial, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in

waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Total Maximum Daily Load (TMDL)

The Florida Department of Environmental Protection (FDEP) issued several TMDLs for Munson Slough including both upstream and downstream of Lake Munson. The TMDLs are as follows:

TMDLs upstream from Lake Munson

The fecal coliform TMDL for portions of Munson Slough will require a 96.9 percent reduction at sources contributing to exceedances of the criteria where the Slough crosses under Springhill Road and a 91.5 percent reduction at the Slough where it crosses under Capital Circle southwest. However, there are no longer standards for fecal coliforms in Florida; the standard has been supplanted by standards developed for *Escherichia coli*. Staff is unsure how the TMDL will be implemented.

The dissolved oxygen TMDL targets are 5-day biological oxygen demand (BOD₅) of 2.00 mg/L, total nitrogen (TN) of 0.72 mg/L, and total phosphorus (TP) of 0.15 mg/L and are allocated as follows. To meet the dissolved oxygen TMDL criterion, water chemistry concentrations will require a 50 percent reduction for BOD₅, an 8.35 percent reduction for TN, and a 17.53 percent reduction for TP at sources contributing to exceedances of the TMDLs.

TMDLs downstream from Lake Munson

The dissolved oxygen TMDL is an in-stream concentration for BOD₅ of 2.00 mg/L and is allocated as follows. In-stream concentrations must meet the

dissolved oxygen criterion and BOD₅ TMDL concentrations will require a 52.9 percent reduction at sources contributing to exceedances.

The un-ionized ammonia impairment will be addressed by reductions in total ammonia. The total ammonia TMDL is an in-stream concentration of 0.32 mg/L and is allocated as follows. The in-stream un-ionized ammonia concentrations must meet the water quality criterion, which requires a 33.3 percent reduction of total ammonia at sources contributing to exceedances. Recently the un-ionized ammonia criterion has been replaced with the newly established Total Ammonia Nitrogen (TAN) criterion. Like the fecal coliform TMDL, staff is unsure how the TMDL will be implemented.

Methods

Surface water samples were collected to determine the health of Munson Slough and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Due to drought, several stations were dry or “puddled” during the sampling period. When viewing tables and figures, the absence of data mean there was not enough data collected (due to lack of water or in the case of Station MS2, activities related to the Lake Munson Dam project) to fulfill data requirements. FDEP’s current numeric nutrient data requirements state “that there shall be at least four temporally independent samples per year. . . .”. Due to low water conditions, four temporally independent samples per year could not be collected from stations during some years.

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1.

Table 1. FDEP’s total nitrogen criteria for streams applied to Munson Slough. Results in bold signify exceedances of the State criteria.

Munson Slough	Instream Protection Criteria				
	TN (1.03 mg/L)				
Year	MS1	MS2	MS3	MS4	MS5
2006	0.75	1.44	1.32	1.43	-
2007	1.36	1.59	-	-	-
2008	0.89	0.73	-	-	0.87
2009	0.62	0.73	0.74	-	-
2010	1.09	1.35	-	1.35	1.14
2011	0.80	-	-	-	-
2012	0.90	-	-	1.02	-
2013	1.27	-	-	-	-
2014	0.97	1.08	-	1.16	1.08
2015	0.81	1.41	-	1.39	-

Table1. FDEP’s total phosphorus criteria for streams applied to Munson Slough. Results in bold signify exceedances of the State criteria.

Munson Slough	Instream Protection Criteria				
	TP (0.18 mg/L)				
Year	MS1	MS2	MS3	MS4	MS5
2006	0.16	0.24	0.19	0.22	-
2007	0.21	0.28	-	-	-
2008	0.12	0.25	-	-	0.28
2009	0.11	0.18	0.18	-	-
2010	0.13	0.16	-	0.17	0.18
2011	0.11	-	-	-	-
2012	0.20	-	-	0.17	-
2013	0.17	-	-	-	-
2014	0.14	0.23	-	0.23	0.21
2015	0.11	0.23	-	0.23	-

The Munson Slough total nitrogen and phosphorus levels exceeded the NNC at all stations during the period of record. Both nutrients remain above the TMDL limit (Figures 1 and 2). During the February 2013 sampling event, the station MS2 nitrogen (10.2 mg/mL) and total phosphorus (1.1 mg/mL) levels were the highest on record for Munson Slough.

Recently the un-ionized ammonia criterion has been replaced with the newly established Total Ammonia Nitrogen (TAN) criterion. The TAN criterion (0.29 mg/L and is based on water temperature and pH) was exceeded (0.57 mg/L) during the 2nd quarter of 2015 at Station MS2.

Since the Munson Slough watershed is heavily urbanized, and the Slough itself significantly altered over the years, there are several reasons why there are elevated nutrients in this system. Urban runoff tends to have high nutrient loads due to fertilizers, lawn clippings, sediments, animal droppings, sewer overflows, etc.

Fecal Coliforms and Escherichia coli

Munson Slough has a history of fecal coliform levels that exceeded Class III water quality standards. Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (270/100 mL) at Station MS4 during the 4th quarter of 2015.

Dissolved Oxygen (DO) and Chlorophyll-a

Interestingly enough, FDEP's DO criterion shows very few results that did not meet the threshold (Figure 3). However, this does not in any way invalidate the TMDL. Algal blooms, represented by chlorophyll-*a* (Figure 4) can produce large amounts of oxygen during daylight hours via photosynthesis. Conversely, during nighttime hours, respiration occurs and algal blooms remove DO from the water, which may lead to little or no oxygen in the water column. The chlorophyll-*a* result (503 µg/L) from Station MS2 during the February 2013 sampling event is the highest chlorophyll-*a* value recorded from any Leon County water quality station.

Biological Oxygen Demand (BOD)

Elevated BOD levels (Figure 5) during some sampling events showed that elevated microbiological activity may be contributing to changes in DO. The microbial activity appears to have been stimulated by elevated levels of nitrogen and phosphorus.

Metals

Both Munson Slough and Lake Munson exceeded Class III water quality criteria for lead in 2015. Relict

anthropogenic sources such as leaded gasoline are most likely to be the cause of these exceedances.

[Click here for more information on metal levels in Leon County waterbodies.](#)

Conclusions

Based on ongoing sampling, Munson Slough does not meet the nutrient thresholds for the East Panhandle Region. Nitrogen, phosphorus and ammonia levels remain above the TMDL limit. During the February 2013 sampling event, station MS2 nitrogen and total phosphorus levels were the highest on record.

Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded at Station MS4 during the 4th quarter of 2015.

Interestingly enough, FDEP's new DO criterion shows very few results that did not meet the threshold. However, this does not in any way invalidate the TMDL. Algal blooms, represented by chlorophyll-*a* can produce large amounts of oxygen during daylight hours via photosynthesis. Conversely, during nighttime hours, respiration occurs and algal blooms remove DO from the water, which may lead to little or no oxygen in the water column.

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Since the Munson Slough watershed is heavily urbanized and the Slough itself significantly altered over the years, there are several reasons why there are elevated nutrients in this system. Urban runoff

tends to have high nutrient loads due to fertilizers, lawn clippings, sediments, animal droppings, sewer overflows, etc. While the County and the City of Tallahassee have made strides in reducing non-point source pollution (various stormwater facilities in the City and County, etc.), work will need to continue to further improve water quality in this system.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites MS1, MS2, MS4 and MS5.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500

Richardsonjo@leoncountyfl.gov

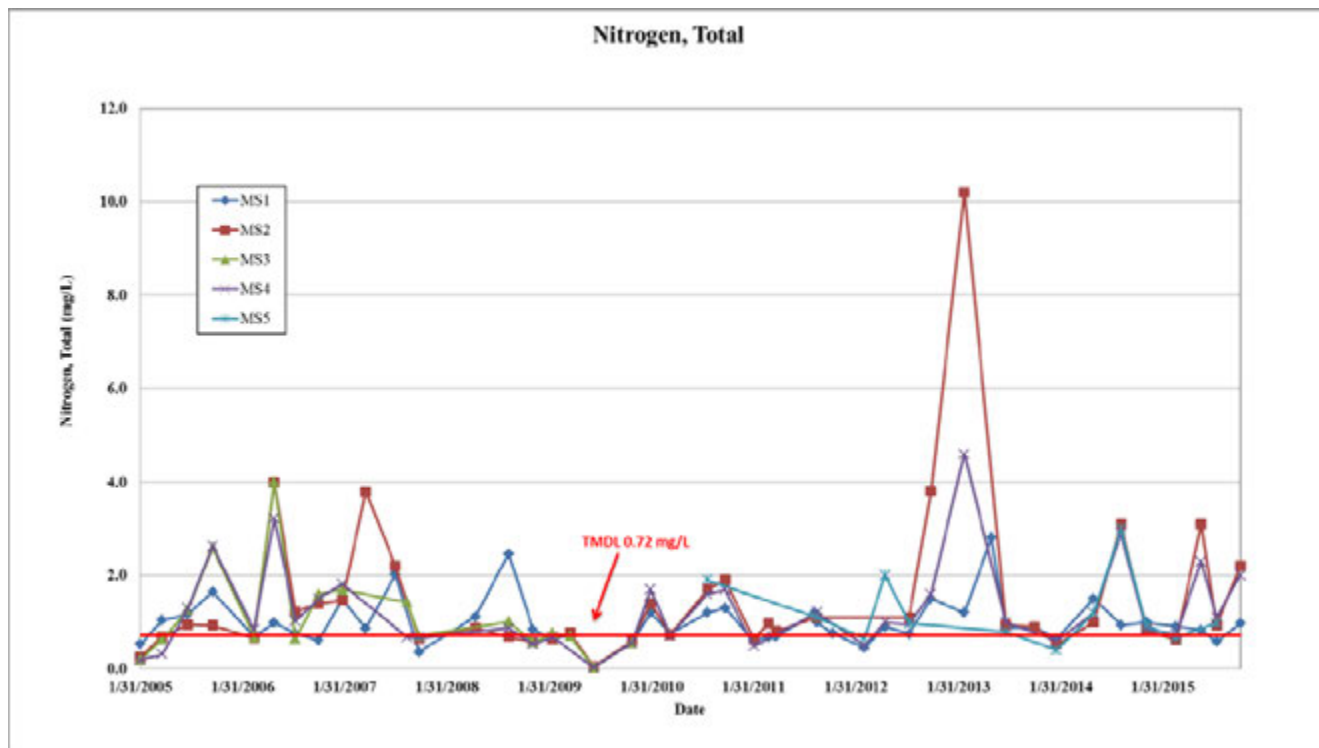


Figure 1. Total nitrogen results for Munson Slough.

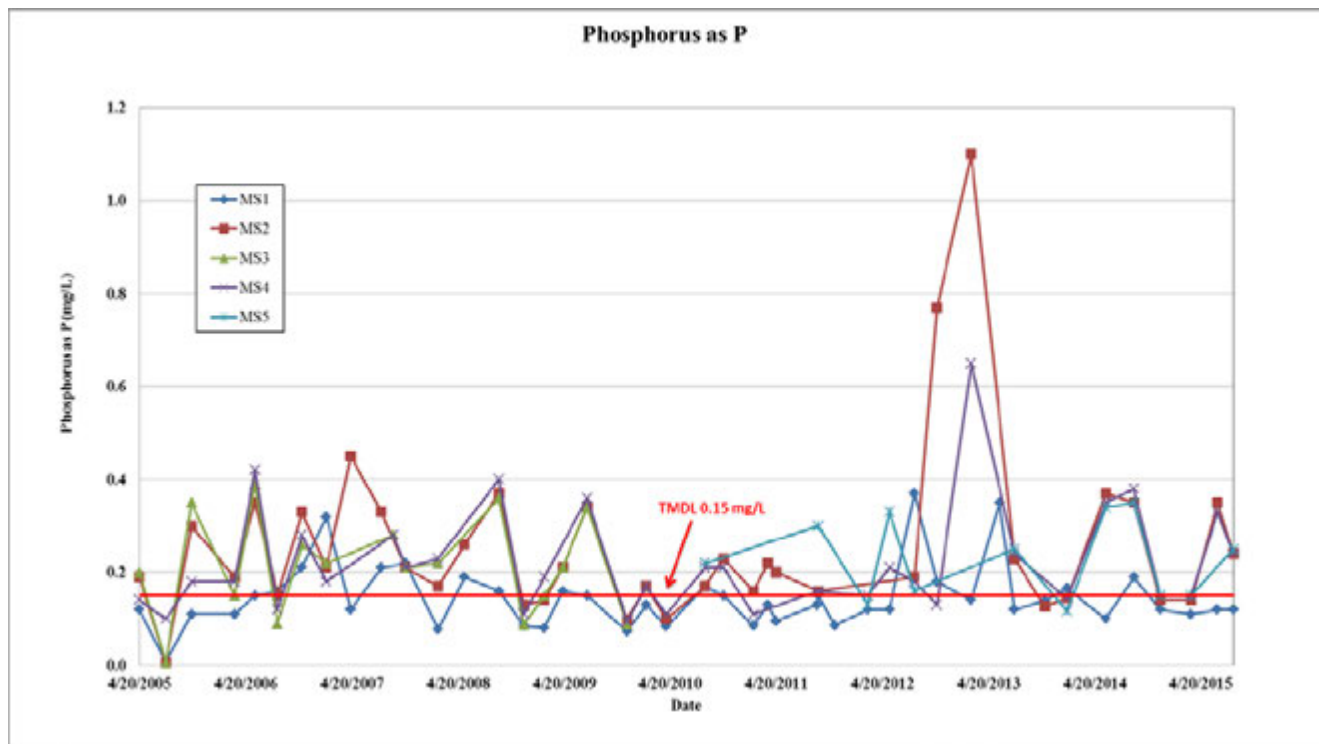


Figure 2. Total phosphorus results for Munson Slough.

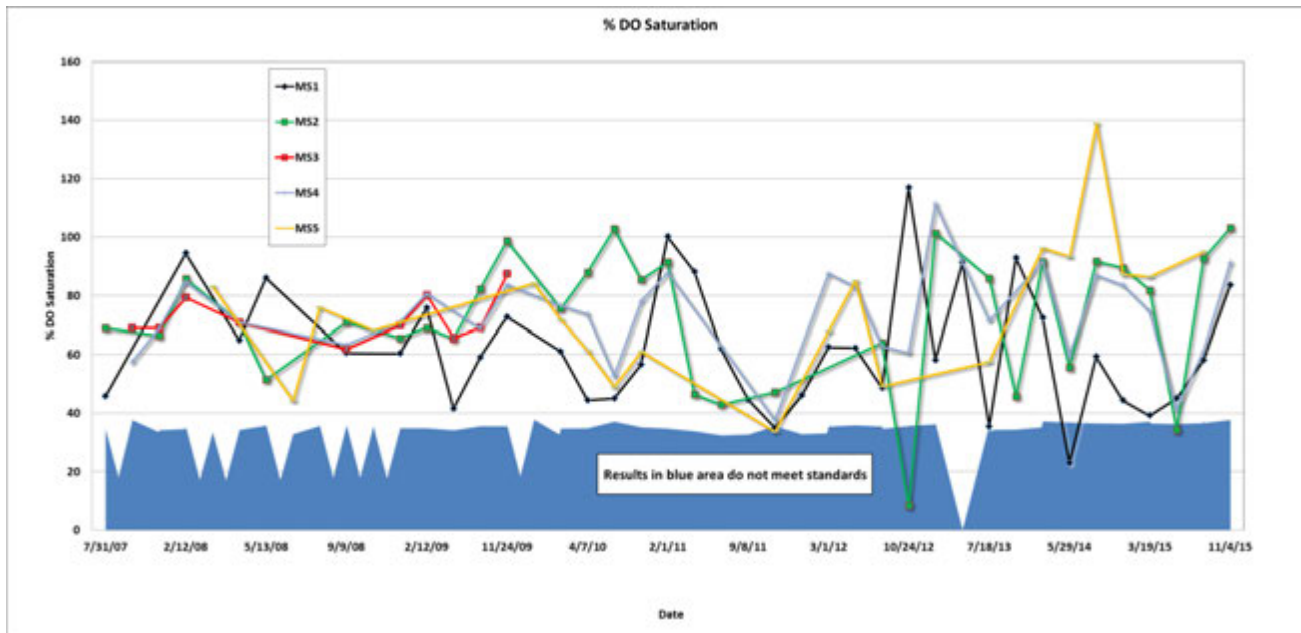


Figure 3. Dissolved Oxygen Percent Saturation results for Munson Slough.

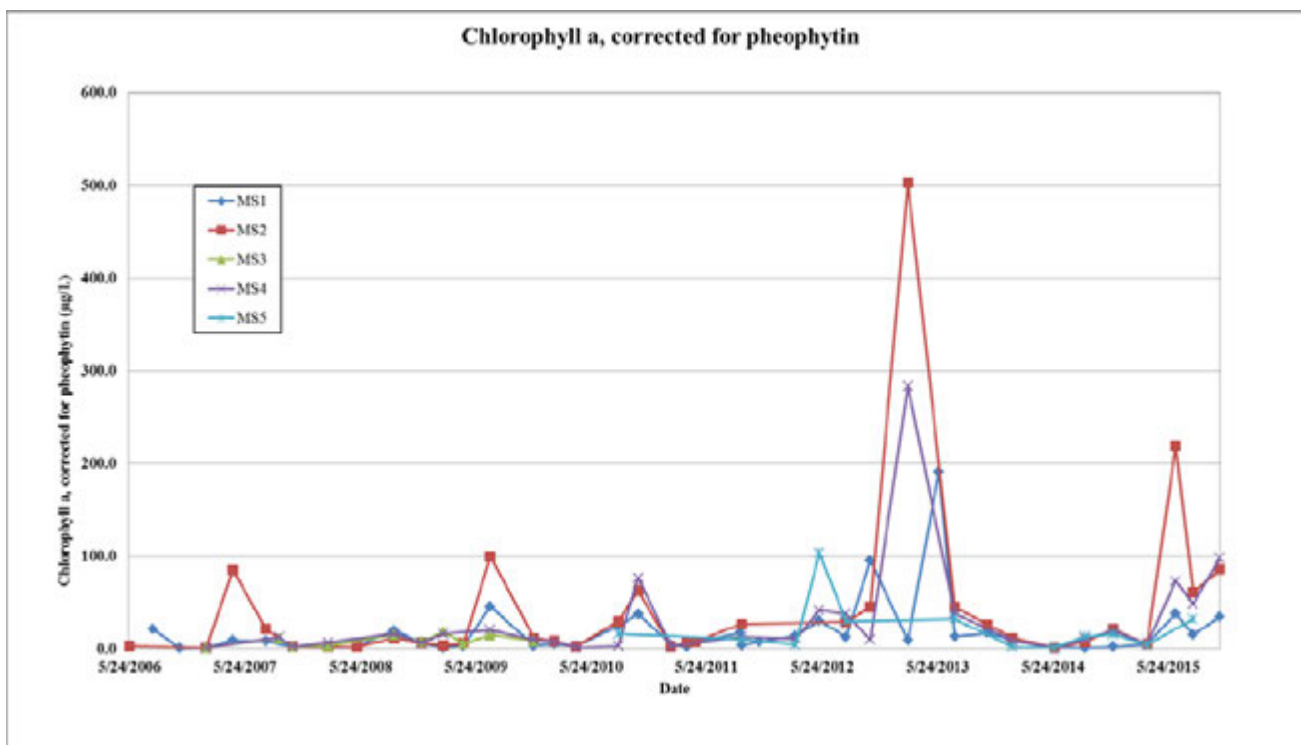


Figure 4. Chlorophyll-a results for Munson Slough.

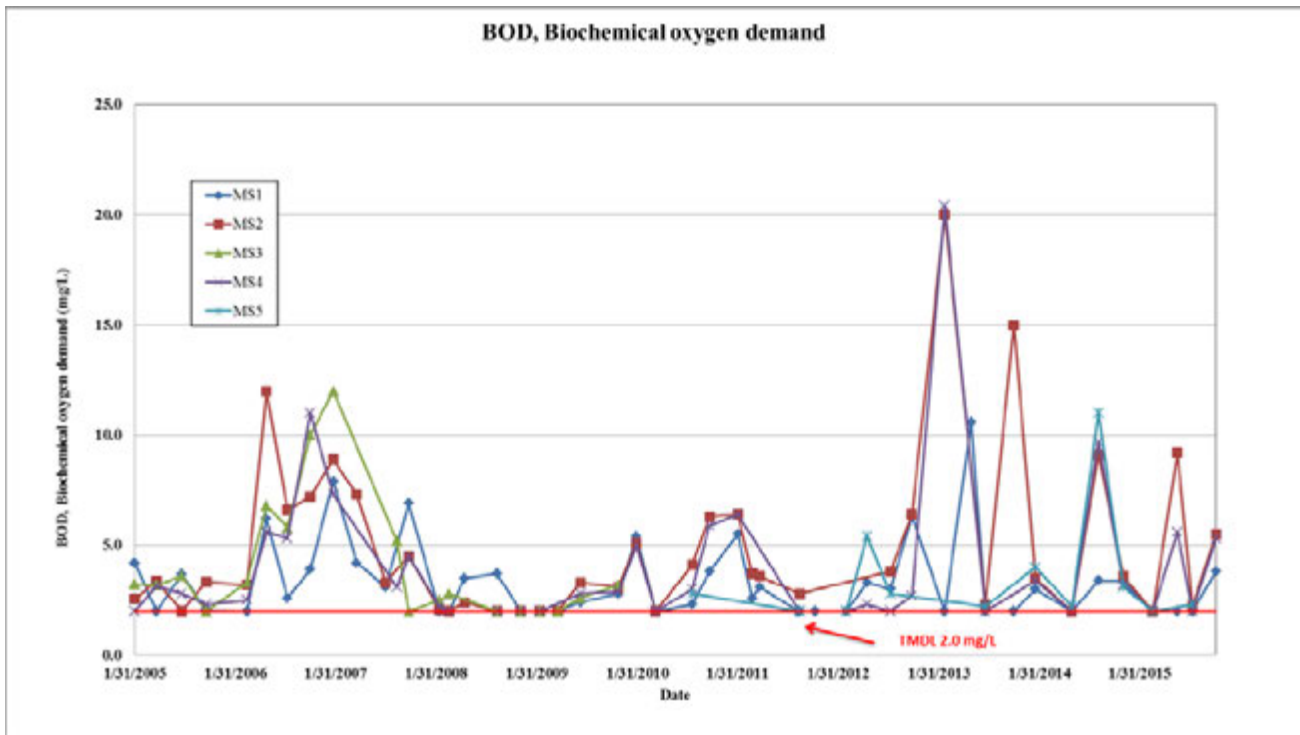


Figure 5. Biological Oxygen Demand results for Munson Slough.

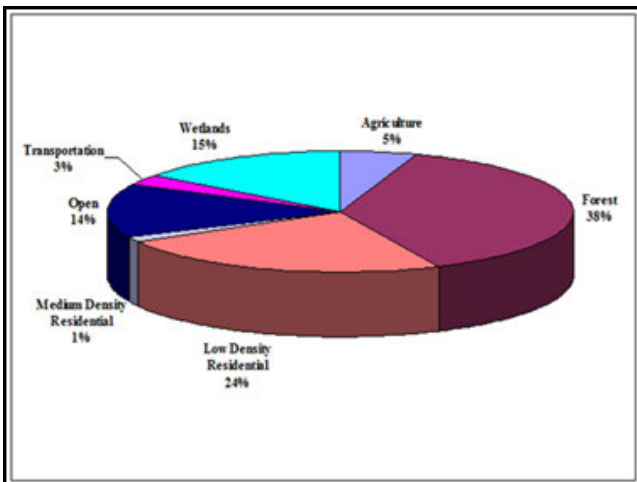
Waterbody: Northeast Black Creek



Basin: Bird Sink

Northeast Black Creek is a tannic, acidic, predominantly nitrogen-limited stream located in northeastern Leon County. The stream forms near Centerville Road and the Chemonie Plantation subdivision and flows southeast through the Miccosukee Land Cooperative before crossing under Capitola Road. The creek then turns northeast to join Still Creek and then flows into Bird Sink.

As shown in the following pie chart, approximately 33% of the 11,868 acre watershed is comprised of residential, agriculture, and transportation land uses. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water samples were collected to determine the health of Northeast Black Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, four temporally independent samples per year are required to be collected to fulfill data requirements for the Numeric Nutrient Criteria (NNC) thresholds. Unfortunately, due to stagnant streamflow conditions not suitable for sampling, collecting the amount of data required by FDEP has been difficult (Tables 1 and 2). The nutrient thresholds and results are found in Table 1. The NNC have never been exceeded during the period of record.

Table 1. FDEP’s total phosphorus criteria for streams applied to Northeast Black Creek. Due to conditions not suitable for sampling, the state numeric nutrient criteria data requirements could not always be calculated for stations during the period of record.

East Black Creek	Instream Protection Criteria TP (0.18 mg/L)					
	Year	BC1	BC2	BC2M	BC3	BC4
2006	-	-	-	-	-	-
2007	0.18	-	-	-	-	-
2008		-	-	-	-	-
2009	0.08	-	-	0.07	0.06	
2010	0.08	-	-	-	-	-
2011-2012	-	-	-	-	-	-
2013	0.08	-	0.09	0.07	0.07	
2014	-	-	-	-	-	-
2015	-	-	-	0.06	-	-

Table 2. FDEP’s total nitrogen criteria for streams applied to Northeast Black Creek. Due to conditions not suitable for sampling, the state numeric nutrient criteria data requirements could not always be calculated for stations during the period of record.

East Black Creek	Instream Protection Criteria TN (1.03 mg/L)					
	Year	BC1	BC2	BC2M	BC3	BC4
2006	0.36	-	-	-	-	-
2007	-	-	-	-	-	-
2008	-	-	-	-	-	-
2009	0.27	-	-	0.69	0.72	
2010	0.41	-	-	-	-	-
2011-2012	-	-	-	-	-	-
2013	0.40	-	0.71	0.61	0.47	
2014	-	-	-	-	-	-
2015	-	-	-	0.66	-	-

Dissolved Oxygen

As Figure 1 shows, Northeast Black Creek stations occasionally did not meet the Class III criteria for dissolved oxygen (DO). Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands.

Fecal Coliforms and Escherichia coli (E. coli)

The Station BC1 fecal coliform value (570/100 mL) exceeded the Class III criterion of fecal coliforms not exceeding the 400/100 mL Most Probable Number (MPN) during the April 2014 sampling event. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded in the 3rd quarter at Station BC4 (300/100 mL) and in the 4th quarter at Station BC3 (640/100 mL) in 2015. Residential development in the watershed could result in elevated nutrient levels and incidence of fecal coliforms (due to improperly functioning septic tanks). Other causes could be wild animals and/or agriculture.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, Northeast Black Creek met the nutrient thresholds for the East Panhandle Region. Northeast Black Creek stations occasionally did not meet the Class III criteria for DO. This is the result of normally low DO in low gradient, wetland fed systems like this stream. The recently adopted *E. coli* water quality limit was exceeded in the 3rd quarter at Station BC4 and in the 4th quarter at Station BC3 in 2015. Residential development in the watershed could result in elevated nutrient levels and incidence of coliforms (due to improperly functioning septic tanks) in the naturally shallow stream. Other causes could be wild animals and/or agriculture. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample station BC1, BC2M, BC3 and BC4.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

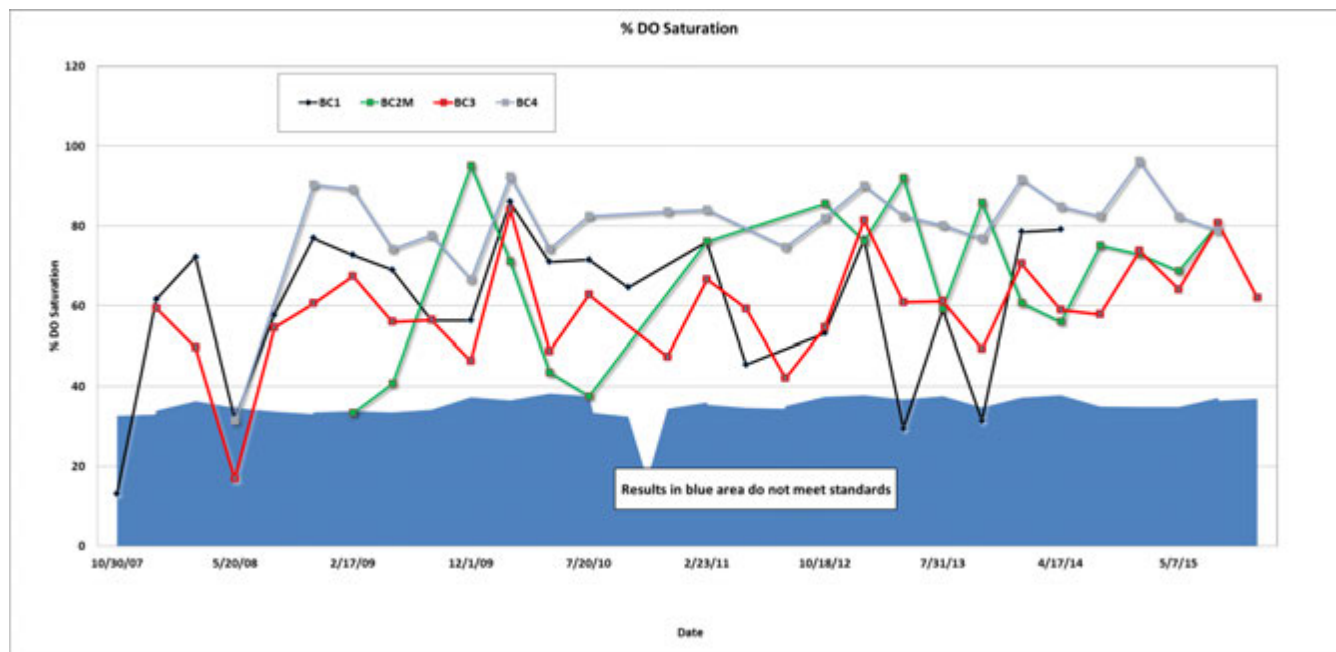
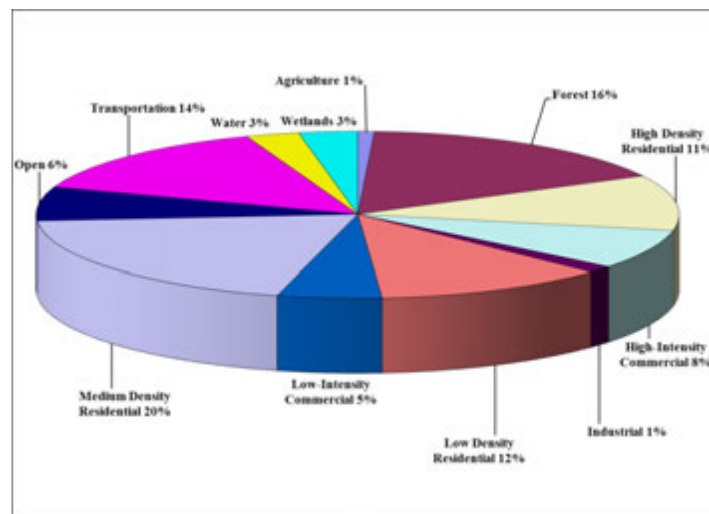


Figure 1. Dissolved Oxygen Percent Saturation results for Northeast Black Creek.

Waterbody: Northeast Drainage Ditch



stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Basin: Lake Lafayette

The Northeast Drainage Ditch is a heavily urbanized stream located within the City of Tallahassee. The stream flows east and eventually enters Upper Lake Lafayette. Directly upstream of the water quality sampling station is a stormwater facility known as Weems Pond Regional Stormwater Treatment Facility (Weems Pond). The City of Tallahassee converted Weems Pond into an alum-injection facility that was brought online in October 2015. The retrofit of the facility will reduce pollutant loads leaving the pond, which flow downstream through the Northeast Drainage Ditch and into Upper Lake Lafayette.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Portions of the Northeast Drainage Ditch west of Weems Road were historically altered for mosquito control and/or drainage purposes. The greatly altered flow conditions create channel scour during storms, and also contribute to low base flow east of Weems Road. The area east of Weems Road is physically unaltered; however, effects of the upstream modifications are reflected in the reduced quality of the biological community.

In late 2006, the U.S. Environmental Protection Agency (EPA) set a Total Maximum Daily Load (TMDL) target for fecal and total coliforms. The TMDL establishes the allowable loadings to the creek that would restore the creek to applicable water quality thresholds. In this case, fecal coliforms would have to be reduced by 63% to meet the criterion of fecal coliforms not exceeding 400/100 mL Most Probable Number (MPN) in 10 percent of the samples. When the TMDL was established, the EPA expected a reduction of 52% to meet the criterion for total coliform. However, there are no longer

As shown in the following pie chart, approximately 72% of land use in the 10,635 acre Northeast Drainage Ditch watershed is agricultural, residential, industrial and transportation. Increases in

standards for total or fecal coliforms in Florida; both standards have been supplanted by standards developed for *E. coli*. Staff is unsure how the TMDL will be implemented.

Methods

Surface water samples were collected to determine the health of the Northeast Drainage Ditch and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

Due to low water conditions, FDEP data requirements for the Numeric Nutrient Criteria could not always be met (Table 1). When requirements were met, nutrient values did not exceed the state criteria.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to the Northeast Drainage Ditch.

Northeast Drainage Ditch	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006-2008	-	-
2009	0.17	0.07
2010-2011	-	-
2012	0.81	0.10
2013	0.30	0.09
2014	-	-
2015	0.35	0.11

Fecal coliforms and *Escherichia coli*

As mentioned previously, the EPA set a fecal coliform TMDL for the Northeast Drainage Ditch. While fecal coliforms were elevated above the 400/100 mL Class III limit in 14.7% of the samples for Class III waters, there has only been two exceedances since December 2009, with the latest being the June 11th 2015 event (530/100 mL). Recently *E. coli* standards supplanted fecal coliform standards in Florida. Unfortunately the recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (490/100 mL) during the June 11th 2015 sampling event. Heavy rainfall in the basin preceding the sampling probably contributed to runoff containing high levels of *E. coli*.

Other Parameters

Due to storm water runoff in the watershed, turbidity levels (15 NTU) during the June 2015 sampling event were elevated when compared to other results (average was 5.9 NTU). Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, the Northeast Drainage Ditch met the nutrient thresholds for the East Panhandle Region. Coliform levels were elevated above the 400/100 mL Class III limit during the June 11th 2015 sampling event. Recently *E. coli* standards supplanted fecal coliform standards in Florida. Unfortunately the recently adopted *E. coli* water quality limit was exceeded during the June 11th 2015 sampling event. Heavy rainfall in the basin preceding the sampling probably contributed to runoff containing high levels of *E. coli*. Turbidity levels during the June 2015 sampling event were elevated when compared to other results. The greatly altered flow conditions continue to create channel scour during storms and contribute to low base flow east of Weems Road. This physically unaltered segment reflects the hydraulic impacts with an impacted biological community. Other water quality parameters

appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

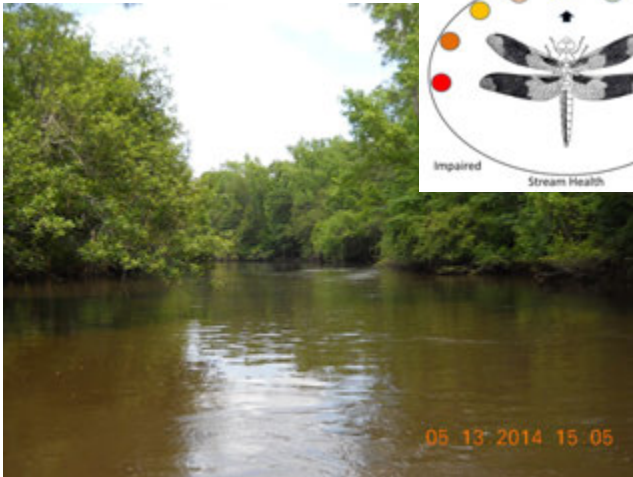
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample station NE Ditch at Weems.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Ochlockonee River



Basin: Ochlockonee River

The Ochlockonee River originates in south-central Georgia and flows about 206 miles south to Ochlockonee Bay in Florida, draining approximately 2,400 square miles in all or part of eleven counties between the two states. The river is impounded by the Jackson Bluff Dam, forming Lake Talquin.

The river has been declared an Outstanding Florida Water by the Florida Department of Environmental Protection (FDEP), identified as an Integrated Wildlife Habitat (formerly known as a Strategic Habitat Conservation Area) by the Florida Fish and Wildlife Conservation Commission, and parts of the Ochlockonee River have been designated critical habitat for mussels by the U. S. Fish and Wildlife Service (F.A.C. 62-302, 2006, and Federal Register, 2007). Unfortunately, past agricultural and silvicultural practices, as well as point source problems, have led to increased turbidity, higher nutrient concentrations, bacterial problems, and increased sedimentation of the river.

Background

Healthy, well-balanced river communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other

contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of the Ochlockonee River and met the collection and analysis requirements of the FDEP.

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1. The State criteria were exceeded several times for nitrogen at the furthestmost upstream site (*Fairbanks Ferry Station*), four times (2006, 2007, 2010 and 2015) at the *Highway 90* station and exceeded phosphorus levels only once at the *Fairbanks Ferry Station*. This suggests that excessive nutrients are being released into the river in the upper reaches, probably as the result of excessive erosion and/or fertilizer application. As the nutrients move downstream, they are assimilated through biological activity, as demonstrated by the lower levels in the downstream stations. The assimilation of nutrients is most noticeable with nitrogen, while recent phosphorus results (2015) show that levels are being assimilated relatively slowly.

Table 1. FDEP’s total nitrogen and phosphorus criteria for rivers applied to Ochlockonee River. Results in bold signify exceedances of the State criteria.

Ochlockonee River	Instream Protection Criteria TN (1.03 mg/L)			Instream Protection Criteria TP (0.18 mg/L)		
	Year	Och at FF	Och at 90	Och at 20	Och at FF	Och at 90
2000	1.63	-	0.14	0.20	-	0.06
2001	1.21	-	0.75	0.18	-	0.07
2002	2.08	-	0.76	0.14	-	0.08
2003	0.68	-	0.34	0.07	-	0.05
2004	0.68	-	0.64	0.06	-	0.03
2005	0.92	-	0.52	0.07	-	0.04
2006	1.07	1.12	0.70	0.09	0.07	0.04
2007	1.56	1.16	0.68	0.14	0.13	0.07
2008	1.41	1.02	0.70	0.16	0.12	0.07
2009	0.88	0.67	0.79	0.11	0.10	0.07
2010	1.32	1.07	0.72	0.13	0.09	0.06
2011	1.60	0.69	0.80	0.13	0.07	0.06
2012	1.26	0.99	0.77	0.14	0.15	0.06
2013	1.17	0.92	0.85	0.12	0.12	0.11
2014	1.09	0.88	0.68	0.11	0.08	0.06
2015	1.20	1.08	0.73	0.12	0.12	0.07

Dissolved Oxygen (DO)

While all three stations occasionally did not meet Class III water quality standards for DO (Figure 1), the *Highway 20* station (located downstream from the Jackson Bluff Dam) was the most notable. This may be attributed to the operation of the dam. The gates of the Jackson Bluff Dam have the ability to

release water from either the surface (relatively oxygenated) or middle layer of water (lower levels of oxygen). During events where the water being released is mostly the “middle” layer of water, DO levels would tend to be depressed. Low flow conditions can also contribute to depressed oxygen levels, which may affect all stations along the river.

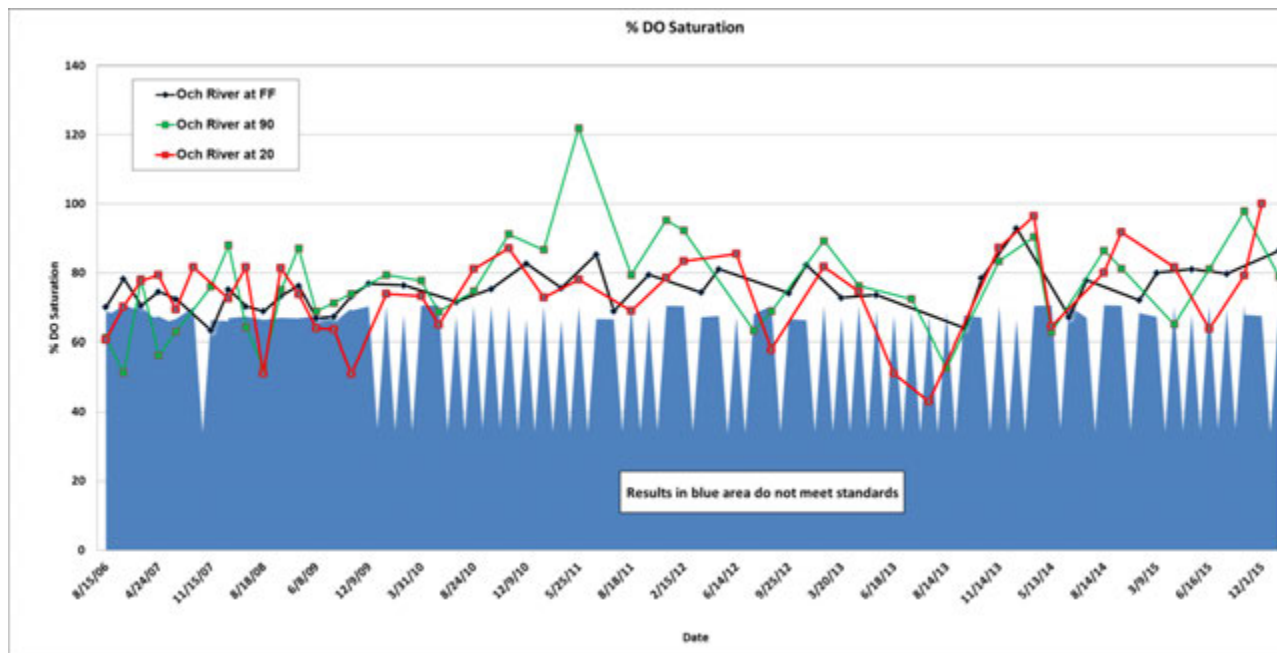


Figure 1. Dissolved Oxygen Percent Saturation results for the Ochlockonee River.

Escherichia coli

Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (136/100 mL) at the *Och at FF* (Fairbanks Ferry) Station during the December 2015 sampling event.

Metals

Station *T02* (located downstream of the Jackson Bluff Dam, just north of Highway 20) showed high levels of cadmium, copper, and lead during the 2nd quarter of 2013. Though not as high as the 2nd quarter, moderate levels of copper and lead were detected at station *T02* during the 1st quarter of 2013. Lead levels were elevated at Station *100* (Ochlockonee River at Fairbanks Ferry Road) during the 2nd and 3rd quarter of 2013. It is assumed that the elevated results were associated with anthropogenic activities. Metal analysis continued into 2015, and results did not exceed Class III criteria at the Ochlockonee stations for 2015.

Other Parameters

Chlorophyll-*a* results for the station *Och at 20* were elevated during March (22.9 µg/L) and December

(23.6 µg/L) 2015 sampling events. Since the station is relatively close to the dam, it is assumed that the majority of the algal population (that chlorophyll-*a* indirectly measures) is being flushed out of Lake Talquin and levels would not normally be so elevated in the river. Chlorophyll-*a* levels at station *Och River at 90* were also elevated (22.2 µg/L) during the September 2015 sampling event. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in the Ochlockonee River due to elevated levels of mercury.

[Click here for more information about fish consumption advisories in Leon County.](#)

Conclusions

Based on ongoing sampling, the upper reaches of the Ochlockonee River did not meet the nitrogen nutrient threshold for the Panhandle East Region for several years. Phosphorus levels exceeded the nutrient threshold only once in the 13 years the river has been monitored. Ongoing metals analysis showed no criteria exceeded Class III water quality standards in

2015. All three stations occasionally did not meet Class III water quality standards for DO, the *Highway 20* station (located downstream from the Jackson Bluff Dam) was the most notable. Chlorophyll-*a* results for the station *Och at 20* were elevated during March and December 2015 sampling events. Chlorophyll-*a* levels at station *Och River at 90* were also elevated during the September 2015 sampling event.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample sites 100, OCHat90 and T02.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

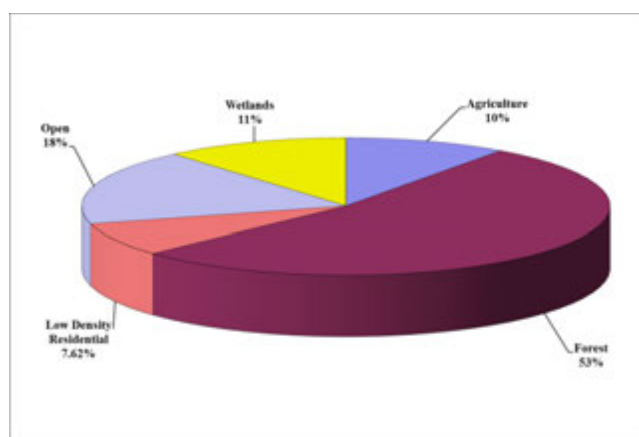
Waterbody: Panther Creek



Basin: Lake Miccosukee

Panther Creek is a tannic, nitrogen-limited stream that flows southeast and eventually drains into Lake Miccosukee.

As shown in the following pie chart, approximately 18% of land use in the 2,580 acre watershed is agricultural or residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other

contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Panther Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year have only been collected in years 2009 and 2013. The 2013 results showed that Panther Creek's geometric mean for total nitrogen (0.40 mg/L) met FDEP's criteria (≤ 1.03 mg/L). The total phosphorus threshold (≤ 0.18 mg/L) for Panther Creek (0.13 mg/L) also met FDEP's NNC criteria. Based on three samples, the 2015 geometric mean showed total nitrogen (0.37 mg/L) and total phosphorus (0.12 mg/L) would also meet the NNC.

Escherichia coli

Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (390/100 mL) for the 2nd quarter of 2015. Since the watershed is relatively undeveloped, elevated coliform levels are probably the result of wildlife in the area.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, Panther Creek met the nutrient thresholds for the East Panhandle region. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (390/100 mL) for the 2nd quarter of 2015. Since the watershed is relatively undeveloped, elevated coliform levels are probably the result of wildlife in the area. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here for map of watershed – Sample site 12.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

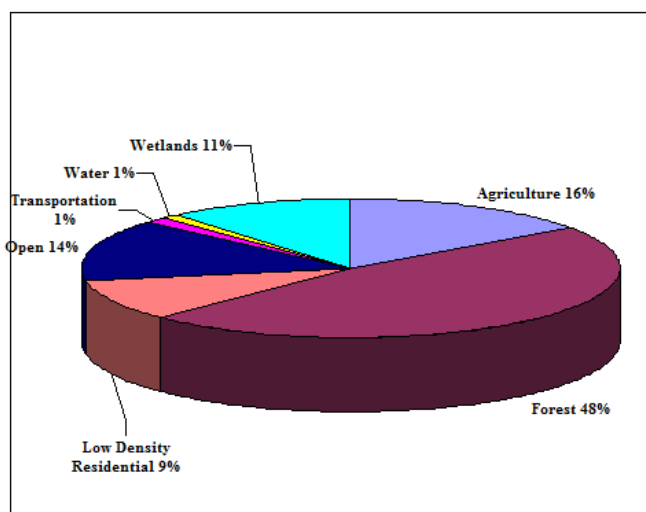
Waterbody: Patty Sink Drain



Basin: Patty Sink

Patty Sink Drain is a slightly tannic, nitrogen-limited stream that flows south and eventually drains into Patty Sink and the Floridan Aquifer.

As shown in the following pie chart, approximately 26% of land use in Patty Sink's 10,167 acre watershed is agricultural, residential, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include

increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Patty Sink Drain and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required amount of samples per calendar year, some conclusions can be made. Based on 17 samples (collected 2007-2015) the geometric mean of total phosphorus (0.07 mg/L) and total nitrogen (0.49 mg/L) would meet NNC criteria. Based on the three samples collected in 2015, total nitrogen (0.55 mg/L) and total phosphorus (0.10 mg/L) met the NNC.

Fecal Coliforms and Escherichia coli (E. coli)

Patty Sink has a history of fecal coliform levels exceeding the Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (190/100 mL) for the second quarter of 2015. Since the watershed is

relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, total phosphorus and total nitrogen levels were low when compared to other streams in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded (190/100 mL) for the second quarter of 2015. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

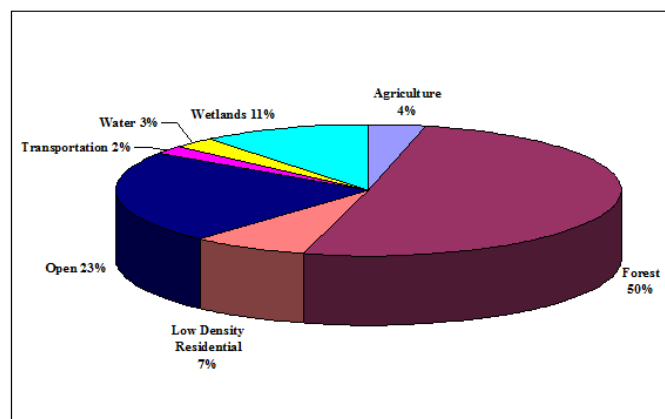
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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample station 5.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Waterbody: Plantation Stream



Basin: Lake Iamonia

Plantation Stream discharges from the Centerville watershed, essentially bounded by Proctor Road and Pisgah Church Road at Centerville Road, continuing west under Thomasville Road, before discharging into Lake Iamonia. The Centerville Conservation Community and Baker Place Subdivisions are located within the watershed. Most of the waterbodies are former farm ponds that were used for dairy and other agriculture practices.

While the following pie chart shows the majority of the 4,047 acre watershed is relatively undeveloped, residential, agricultural, and transportation uses make up approximately 13% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Plantation Stream and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year were not collected from this station since 2011. However,

during years which met the minimum number of sampling events required to apply NNC, the state criteria were not exceeded for either parameter (2008-2010). Even though the minimum number of samples was not collected in 2015, the geometric means (based on two samples) for total nitrogen (0.39 mg/L) and total phosphorus (0.09 mg/L) demonstrated that nutrients remained below the NNC thresholds. The nutrient thresholds and results are found in Table 1.

Table 1. FDEP’s total nitrogen and phosphorus criteria for streams applied to Plantation Stream. The absence of data mean there was not enough data collected (due to lack of water) to fulfill data requirements.

Plantation Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2007	-	-
2008	0.73	0.09
2009	0.21	0.07
2010	0.61	0.07
2011-2015	-	-

Dissolved Oxygen (DO)

As Figure 1 shows, Plantation Stream has seldom met the Class III criteria for DO. This is the result of normally low dissolved oxygen in low gradient, low flow systems like this stream. Another contributing source of naturally low oxygenated water to this stream is input from a nearby wetland.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, Plantation Stream met the nutrient thresholds for the Big Bend Bioregion. While DO results did not meet Class III water quality standards, low gradient low flow streams normally have low DO values which, in this case, were further exacerbated by input from the adjacent wetland. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 20.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

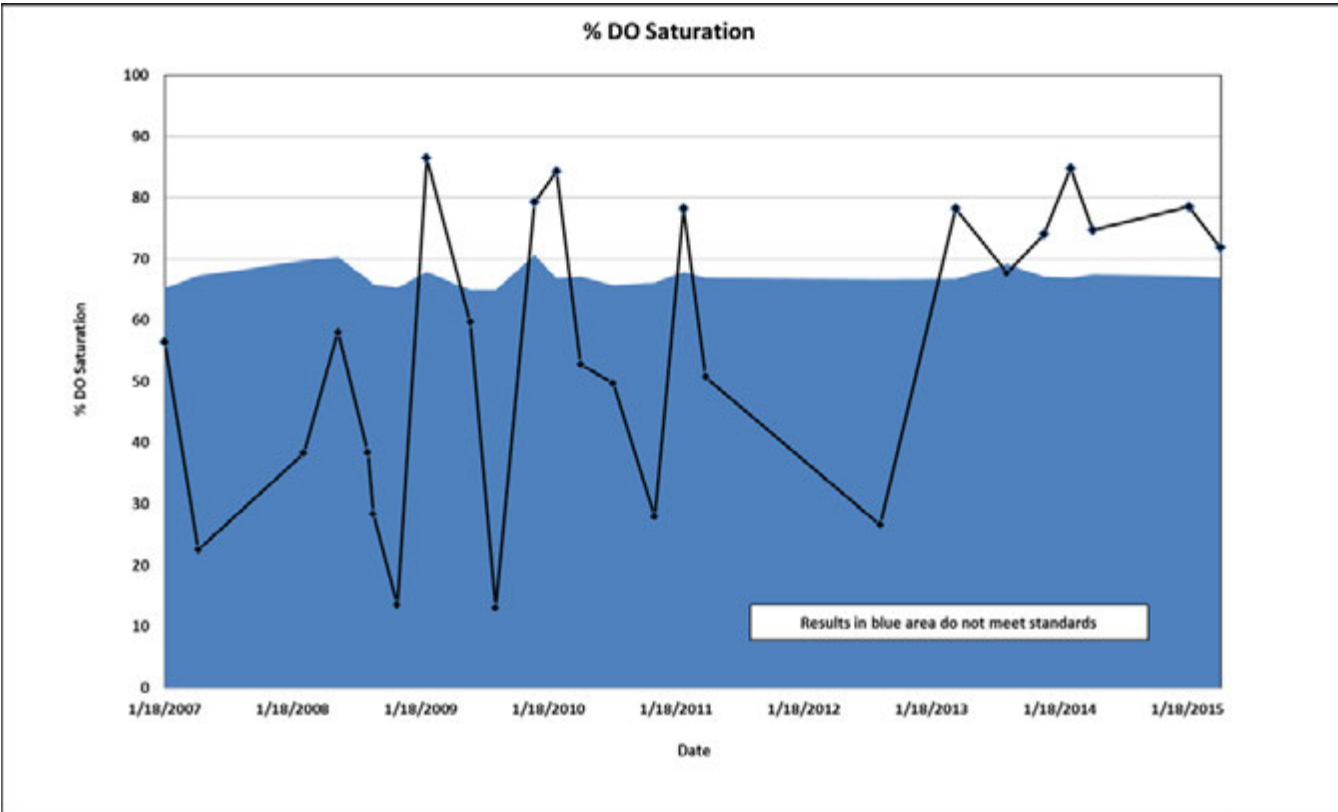
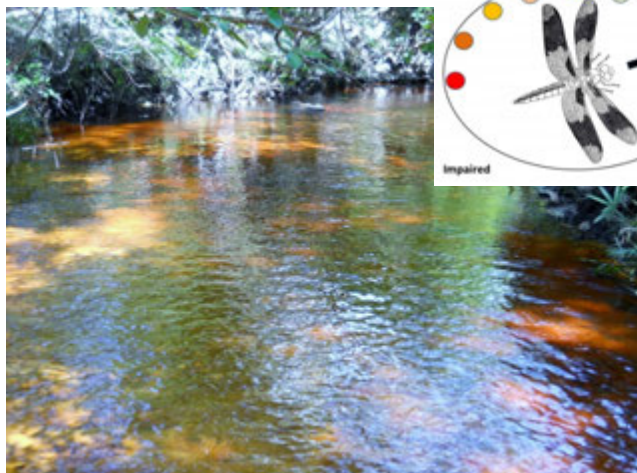


Figure 1. Dissolved Oxygen Percent Saturation results for Plantation Stream.

Waterbody: Polk Creek



hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Polk Creek and met the collection and analysis requirements of Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria for phosphorus and nitrogen (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1. The State criteria were not exceeded for either parameter.

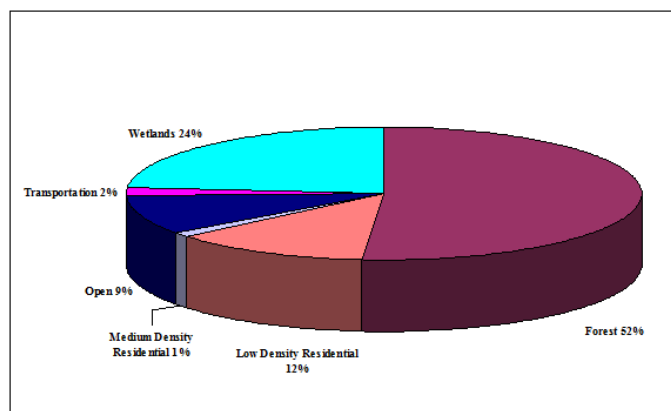
Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Polk Creek. Due to low water levels, the numeric nutrient criteria data requirements could not be calculated for 2011.

Polk Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	0.44	0.02
2008	0.42	0.03
2009	0.22	0.04
2010	0.48	0.04
2011	-	-

Basin: Ochlockonee River

Polk Creek is a minimally disturbed, slightly tannic stream located in western Leon County. The stream flows west, eventually reaching Lake Talquin.

As the following pie chart shows, residential and transportation uses make up approximately 15% of the 5,595 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to this type of land use.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse

Polk Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2012	0.46	0.04
2013	0.78	0.04
2014	0.54	0.04
2015	0.48	0.06

During the 2nd quarter of 2015 sampling event, phosphorus (0.13 mg/L) and nitrogen (0.74 mg/L) levels were elevated when compared to average results (0.07 and 0.50 mg/L, respectively). Rainfall in the area preceding 2nd quarter sampling probably contributed to runoff containing elevated levels of nutrients.

Fecal Coliforms and Escherichia coli (E. coli)

Polk Creek has a history of fecal coliform levels exceeding the Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the first three quarters of 2015 (Figure 1). Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area.

Metals

Polk Creek lead levels exceeded Class III water quality criteria during the 2nd quarter of 2015. Rainfall in the area preceding 2nd quarter sampling and the natural soil characteristics of these watersheds probably caused relict lead to migrate through the soil leaching into the surface waters. These surface waters are more susceptible to even low levels of lead due to lead's bioavailability at the stream's normally low pH levels. [Click here for more information on metal levels in Leon County waterbodies.](#)

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Polk Creek met the nutrient thresholds for the Big Bend Bioregion. Lead levels exceeded Class III water quality criteria during the 2nd quarter of 2015. The recently adopted *E. coli* water quality limit was exceeded for the first three quarters of 2015. Since the watershed is relatively undeveloped, lead levels are probably the result of recent rainfall prior to the sampling event, and elevated coliform levels are probably the result of wildlife in the area. Other water quality parameters appear to be normal.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 38.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

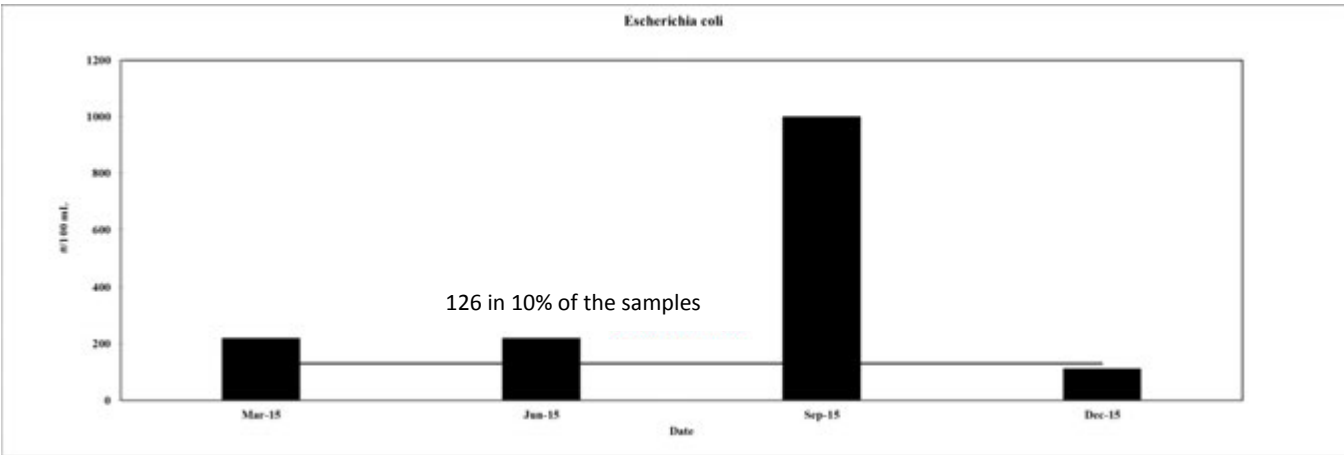
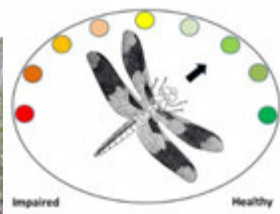


Figure 1. *E. coli* levels (2015) for Polk Creek.

Waterbody: Soapstone Creek



Basin: Ochlockonee River

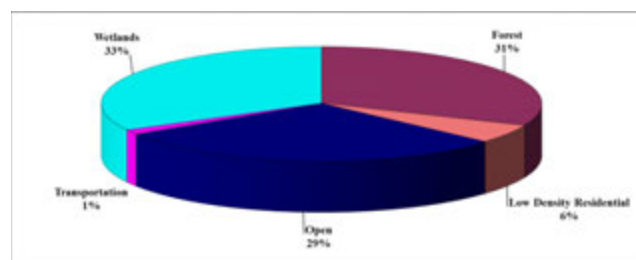
Soapstone Creek is a minimally disturbed, phosphorus-limited stream located in southwestern Leon County. The stream flows west, eventually reaching the Ochlockonee River downstream of Lake Talquin.

Soapstone Creek is aptly named due to its tendency to have foam form on the water's surface giving it a "soap sudsy" appearance. While foam is sometimes associated with pollution, it naturally forms under certain conditions. In this case, foam is naturally formed when water surface tension is reduced as natural oils and organic compounds (i.e., tannins) are released into the water from the surrounding wooded and boggy areas and float to the surface. Turbulence introduces air into the water forming foam.

The culvert associated with the bridge spanning the creek frequently prevents the creek from flowing during low water conditions, preventing staff from sampling. Due to low water conditions, staff was only able to collect water quality samples intermittently from 2011 through 2014.

While the following pie chart shows the majority of the 5,301 acre watershed is relatively undeveloped, residential and transportation uses make up approximately 7% of the watershed. Increases in

stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water samples were collected to determine the health of Soapstone Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The nutrient thresholds and results are found in Table 1. Due to low water conditions, four temporally independent samples per year could not be collected from this station from 2011-2014. The State criteria were not exceeded for either parameter in the samples obtained.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Soapstone Creek.

Soapstone Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2008	0.64	0.01
2009	0.50	0.00
2010	0.51	0.01
2011- 2014	-	-
2015	0.60	0.01

Dissolved Oxygen

As Figure 1 shows, Soapstone Creek occasionally did not meet the Class III criteria for dissolved oxygen (DO). Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, Soapstone Creek met the nutrient thresholds for the East Panhandle Region. As a result of low flow, the Class III criterion for dissolved oxygen was not met during the sampling period. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample station Soapstone.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

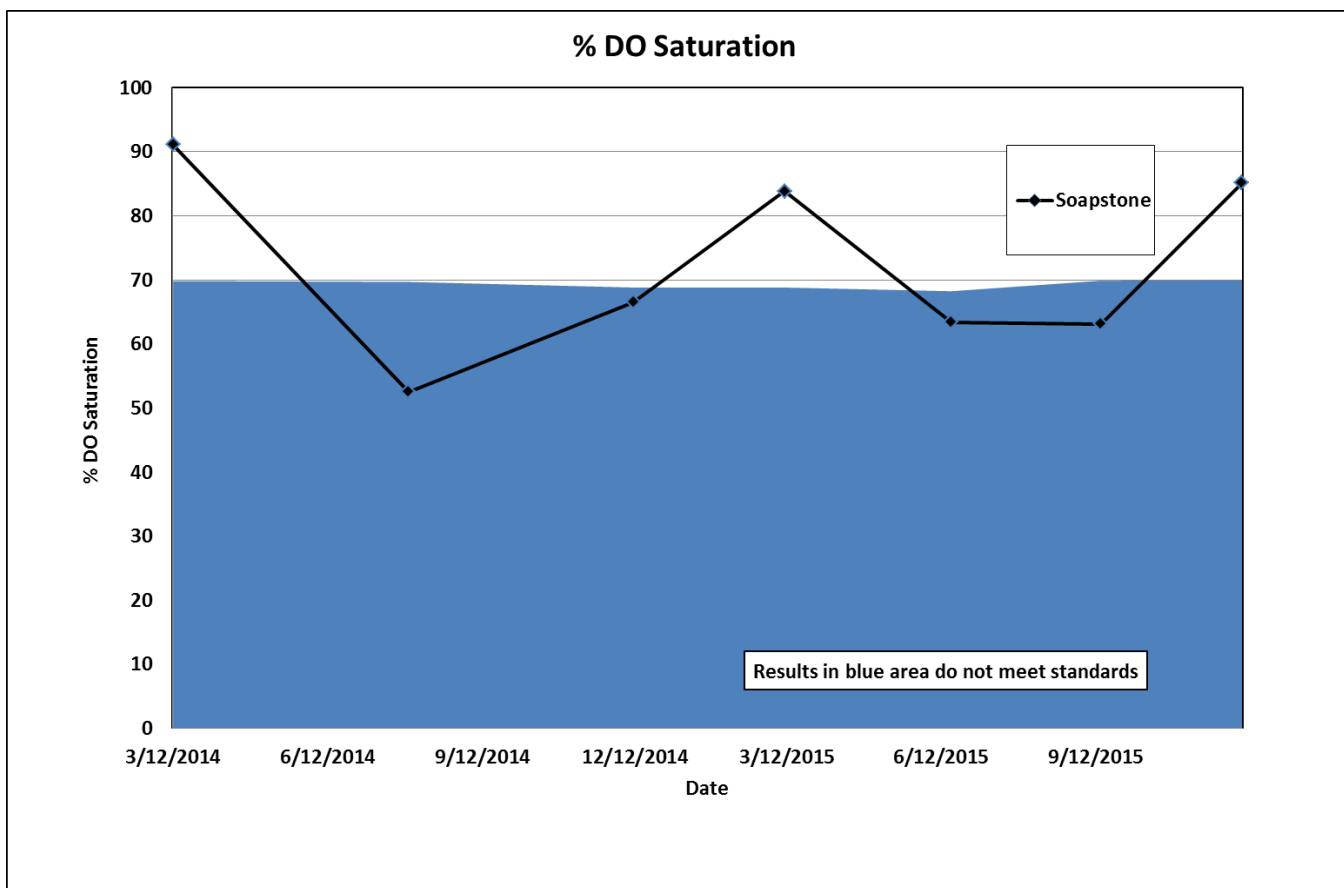
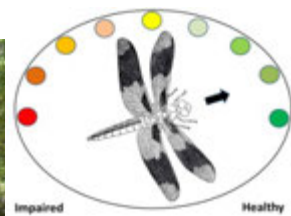


Figure 1. Dissolved Oxygen Percent Saturation results for Northeast Black Creek.

Waterbody: St. Marks River



Basin: St. Marks River

The predominantly nitrogen-limited St. Marks River, declared an Outstanding Florida Water by FDEP, originates in the hardwood and cypress swamps of the Red Hills area and flows approximately 35 miles south before emptying into Apalachee Bay. At Natural Bridge Road, the river disappears underground and reappears approximately a mile downstream. It should be noted that there are interactions between the St. Marks River and Lake Lafayette during elevated water conditions. Significant storms, such as Tropical Storm Fay, create interactions between different systems that include Bird Sink, Patty Sink, and Lloyd Creek (Jefferson County).

Background

Healthy, well-balanced river communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards

are associated with interference of the designated use.

Methods

Surface water was collected to determine the health of the St. Marks River and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The State criteria were not exceeded for either parameter at the Natural Bridge station.

Table 1. FDEP's total nitrogen and phosphorus criteria for rivers applied to the St. Marks River at Natural Bridge Road.

St. Marks River	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.39	0.03
2007	0.34	0.14
2008	0.27	0.04
2009	0.27	0.05
2010	0.58	0.05
2011	0.40	0.05
2012	0.43	0.05
2013	0.38	0.05
2014	0.49	0.05
2015	0.46	0.07

The station located at State Road 27 was frequently dry or too low to sample and is not included in the aforementioned table since the State's data requirements could not be met. The data that was collected (14 samples taken during the period of 2007-2015) suggests that while the geometric mean of total nitrogen (0.69 mg/L) and total phosphorus (0.06 mg/L) were higher than the downstream site, Class III NNC were never exceeded.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, the St. Marks River met the nutrient thresholds for the East Panhandle region. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 54 and St. Marks at 27.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

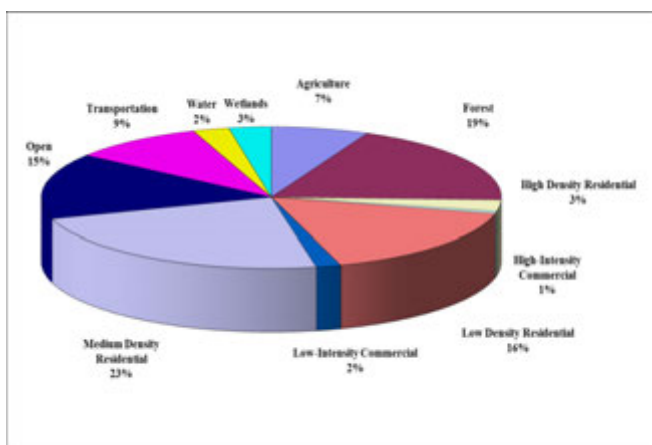
Waterbody: Summer Creek



Basin: Lake Jackson

Summer Creek at Bannerman is a slightly tannic stream located in northwestern Leon County and discharges to Lake Carr.

As shown in the figure below, approximately 61% of land use in the 1,546 acre watershed is residential, commercial, agriculture, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other

contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water samples were collected to determine the health of Summer Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, FDEP data requirements for the NNC could not be met in 2007 and 2010 through 2015 (Table 1). The 2008 and 2009 results showed that the NNC thresholds were not exceeded. Results in 2015 (based on one sample) for total phosphorus (0.23 mg/L) exceeded the NNC threshold. Total nitrogen results (0.65 mg/L) were below the NNC.

Table1. FDEP’s total nitrogen and phosphorus criteria for streams applied to Summer Creek.

Summer Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.37	0.02
2009	0.20	0.03
2010- 2015	-	-

Dissolved Oxygen (DO)

As Figure 1 shows, Summer Creek did not always meet the Class III criteria for DO. Staff believes the low DO in Summer Creek is due to upstream wetlands and the naturally low gradient, low flow condition of the creek. Low DO is typical of these conditions.

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Due to the lack of sampling data, conclusions are difficult to make about Summer Creek. When sampling requirements were met, Summer Creek met the nutrient thresholds for the East Panhandle Region. However, based on one sampling event in 2015, total phosphorus (0.23 mg/L) levels exceeded the 0.18 mg/L threshold. Dissolved oxygen criteria were seldom met during the sampling period. The stream is a low gradient, low flow stream that drains a wetland, so these results are not unexpected. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 22.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

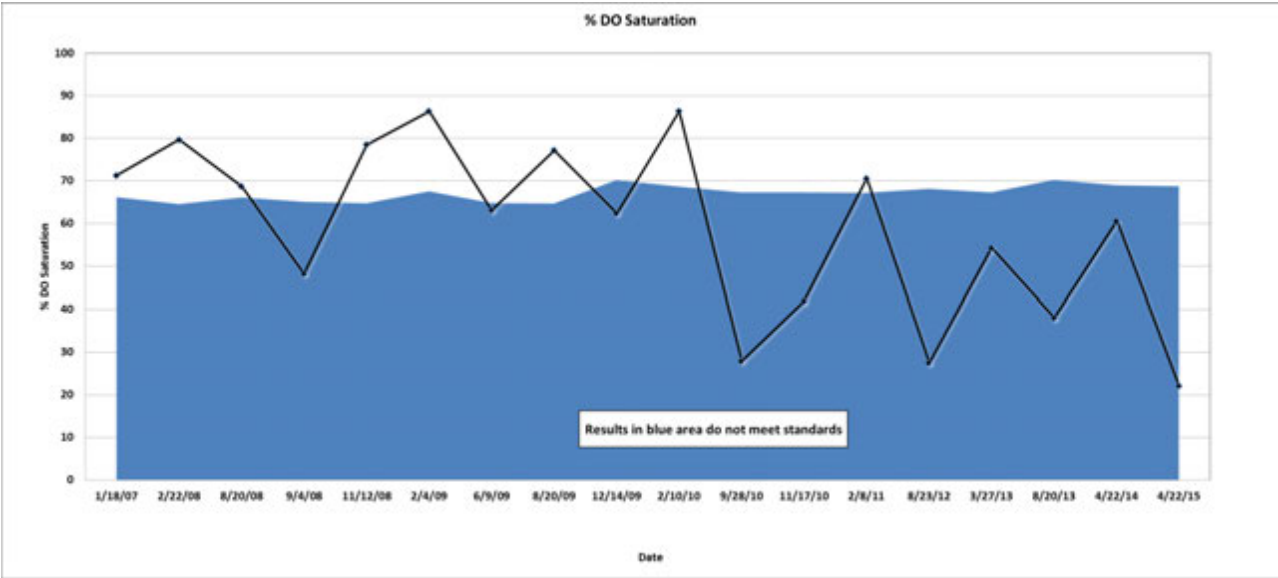


Figure 1. Dissolved Oxygen Percent Saturation results for Summer Creek.

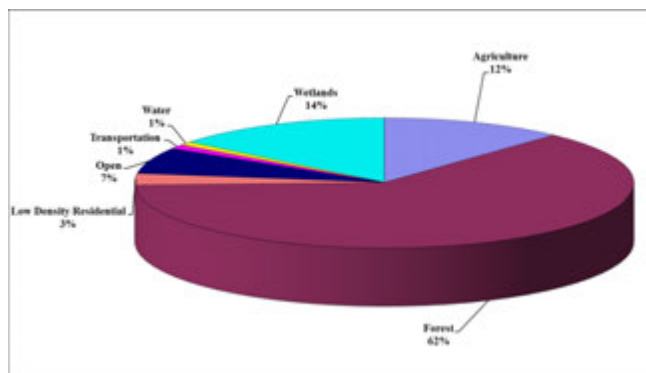
Waterbody: Tall Timbers Creek



Basin: Lake Iamonia

Tall Timbers Creek is a tannic stream located in northwestern Leon County. The stream flows south under County Road 12 through the Tall Timbers Research Station and Land Conservancy, eventually entering Lake Iamonia on the north shore of the lake.

While the following pie chart shows the majority of the 574 acre watershed is relatively undeveloped, residential, agricultural, and transportation uses make up approximately 16% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Methods

Surface water sampling was conducted to determine the health of Tall Timbers Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. The State criteria were not exceeded for either parameter.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Tall Timbers Creek. The absence of data mean there was not enough data collected (due to lack of water) to fulfill data requirements.

Tall Timbers Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2007	-	-
2008	0.22	0.03
2009	0.17	0.04

Tall Timbers Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2010	0.23	0.04
2011- 2012	-	-
2013	0.11	0.03
2014	0.21	0.02
2015	0.24	0.06

Dissolved Oxygen (DO)

As Figure 1 shows, Tall Timbers Creek seldom met the Class III criteria for DO. Low gradient, tannic streams typically have low DO levels which are further exacerbated by low water conditions.

Fecal Coliforms and Escherichia coli (E. coli)

Tall Timbers Creek has a history of fecal coliform levels exceeding the Class III water quality standard (400/100 mL in at least 10% of the samples). Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the 3rd (1000/100 mL) and 4th (240/100 mL) quarters of 2015. Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area.

Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Conclusions

Based on ongoing sampling, Tall Timbers met the nutrient thresholds for the Panhandle East Region. While DO results did not meet Class III water quality standards, low gradient tannic streams normally

have low DO values which, in this case, were further exacerbated by the typically low flow conditions. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was exceeded for the 3rd and 4th quarters of 2015. Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 66.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500

Richardsonjo@leoncountyfl.gov

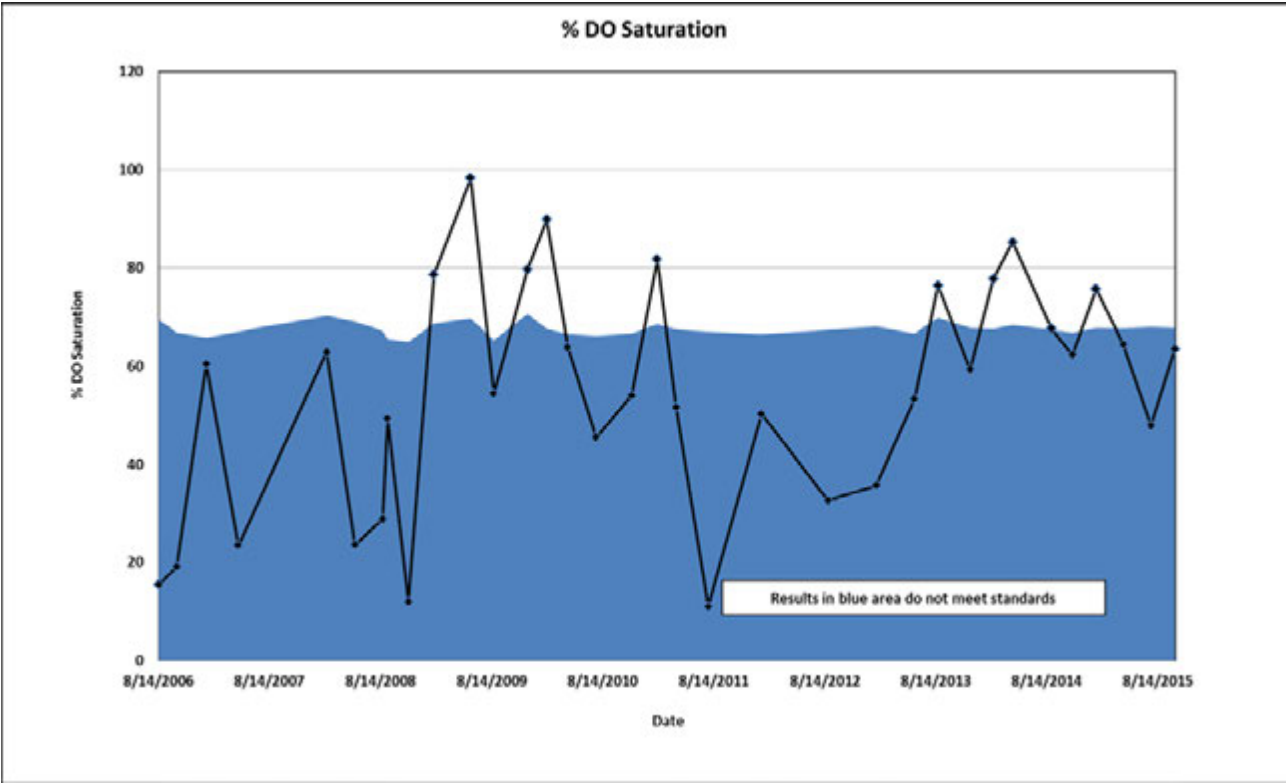
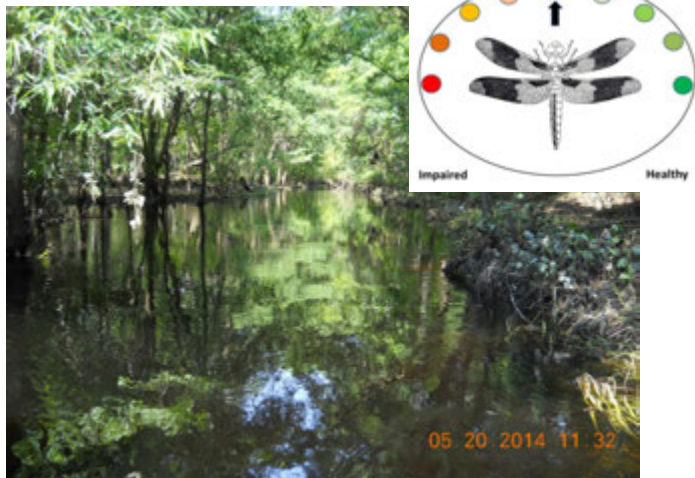


Figure 1. Dissolved Oxygen Percent Saturation results for Tall Timbers Creek.

Waterbody: Unnamed Stream at Chaires Crossroad



waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

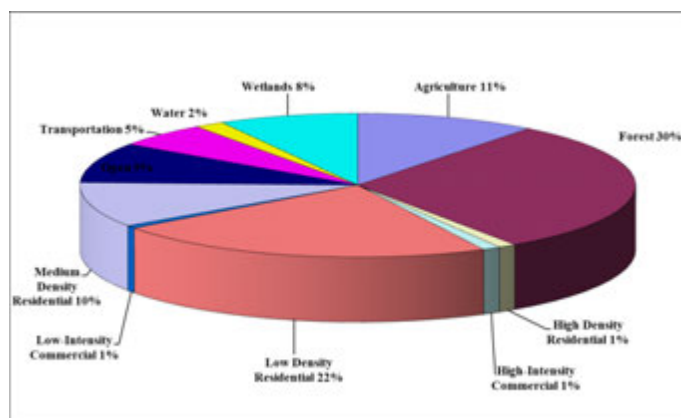
Methods

Surface water samples were collected to determine the health of the Chaires Crossroad stream and meet the requirements of the Florida Department of Environmental Protection (FDEP).

Basin: Lake Lafayette

The Unnamed Stream at Chaires Crossroad is a highly altered stream/ditch draining Alford Arm and Lower Lake Lafayette and is located in eastern Leon County.

As shown in the following pie chart, approximately 51% of land use in the 32,021 acre watershed is agricultural, residential, commercial, or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Results

Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three year period. Due to low water conditions, four temporally independent samples per year has only been achieved once (2009) during the period of record (2007-2015). Even though staff was not able to collect the required amount of samples in 2015, the geometric mean of the three samples collected showed that both total phosphorus (0.05 mg/L) and total nitrogen (0.84 mg/L) would have met the NNC.

Chlorophyll-a

Chlorophyll-a levels were elevated (26.8 µg/L) during the June 2015 sampling event. February and August results (4.3 µg/L and 8.5 µg/L respectively), were relatively low, signifying that the June result was an unusual event, probably the result of recent rainfall flushing out Lower Lake Lafayette's algal laden water.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in

Dissolved Oxygen

As Figure 1 shows, the unnamed creek seldom met the Class III criteria for dissolved oxygen. This is not surprising since low gradient, low flow streams often have low dissolved oxygen levels.

Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Even though staff were not able to collect the required amount of samples in 2015, the geometric mean of the three samples collected showed that both total phosphorus and total nitrogen would have met the NNC. Chlorophyll-*a* levels were elevated during the June 2015 sampling event. February and August 2015 results were relatively low, signifying that the June result was an unusual event, probably the result of recent rainfall flushing out Lower Lake Lafayette's algal laden water. Dissolved oxygen levels have seldom met the Class III criteria. This is not surprising since low gradient, low flow streams often have low dissolved oxygen levels.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

www.LeonCountyFL.gov/WaterResources

[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 57.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

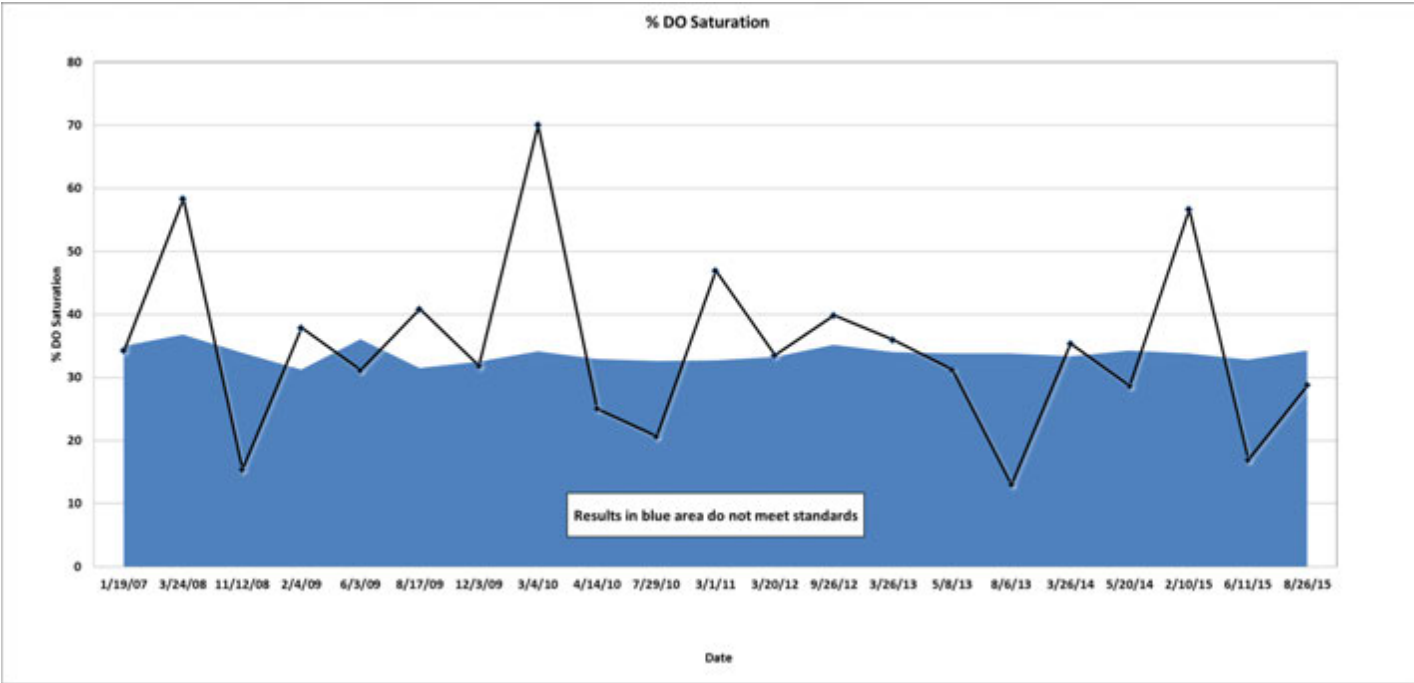
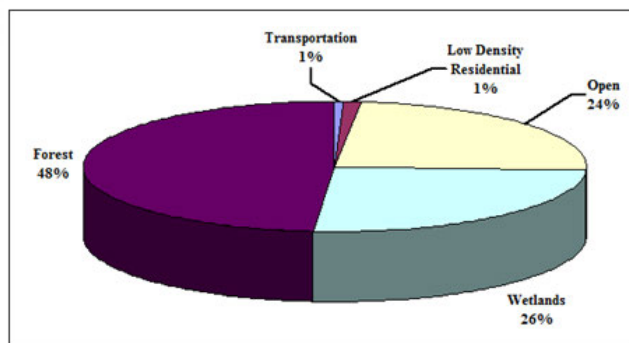


Figure 1. Dissolved Oxygen Percent Saturation results for Unnamed Stream at Chaires Crossroad.

Waterbody: West Black Creek



Basin: Ochlockonee River

West Black Creek is a minimally disturbed, phosphorus-limited stream located in southwestern Leon County. The stream flows west, eventually reaching the Ochlockonee River downstream of Lake Talquin.

As the following pie chart shows, residential and transportation uses make up approximately 2% of the 5,595 acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to this type of land use.

Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

The creek was verified impaired by the Florida Department of Environmental Protection (FDEP) in 2008, and received a Total Maximum Daily Load (TMDL) for fecal coliforms that same year. The TMDL establishes the allowable loadings to the creek which would restore the creek to applicable water quality thresholds. In this case, fecal coliforms would have to be reduced by 33% to meet the criterion of fecal coliforms not exceeding 400/100 mL Most Probable Number (MPN) in 10 percent of the samples. However, there are no longer standards for fecal coliforms in Florida; the standard has been supplanted by standards developed for *Escherichia coli*. Staff is unsure how the TMDL will be implemented.

Methods

Surface water sampling was conducted to determine the health of Black Creek and met the collection and analysis requirements of FDEP.

Results

Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria for phosphorus and nitrogen (expressed as an annual geometric mean) cannot be

exceeded more than once in a three year period. While the State criteria were not exceeded for either parameter, the 2015 nitrogen level was the highest recorded during the period of record.

Table1. FDEP’s total nitrogen and phosphorus criteria for streams applied to West Black Creek.

West Black Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.15	0.01
2007	0.41	0.01
2008	0.29	0.02
2009	0.29	0.01
2010	0.34	0.02
2011	0.34	0.02
2012	0.38	0.02
2013	0.18	0.02
2014	0.53	0.02
2015	0.63	0.02

Fecal Coliforms and Escherichia coli

As mentioned previously, FDEP has set a TMDL for West Black Creek. While fecal coliform levels were elevated above the 400/100 mL Class III limit in 18% of the samples for Class III waters, there has been only one exceedance since 2008 (February 2012). Since the watershed is relatively undeveloped, the

high coliform levels could be the result of wildlife in the area. Recently, *E. coli* standards supplanted fecal coliform standards in Florida. The recently adopted *E. coli* water quality limit of > 126 in 10% of samples collected over a 30 day period was not exceeded.

Other water quality parameters appear to be normal for the area and no impairments were noted.

Conclusions

Based on ongoing sampling, West Black Creek met the nutrient thresholds for the East Panhandle Region. Coliforms have been elevated in the past, but there were no water quality exceedances since the first quarter of 2012 and no *E. coli* exceedances in 2015. Other water quality parameters appear to be normal.

Thank you for your interest in maintaining the quality of Leon County’s water resources. Please feel free to contact us if you have any questions.

Contact and resources for more information

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[Click here to access the results for all water quality stations sampled in 2015.](#)

[Click here for map of watershed – Sample site 43.](#)

Johnny Richardson, Water Resource Scientist
(850) 606-1500
Richardsonjo@leoncountyfl.gov

Lake Bradford Lake Vegetation Index Results

(8-19-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction

of exotic species or lakeshore alterations, and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

<i>Aquatic life use category</i>	<i>LVI Range</i>	<i>Description</i>
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Bradford was 65, placing the lake's vegetative community in the healthy category.

Thirty-three plant species were found during the survey. The native species, pond cypress (*Taxodium ascendens*) and maidencane (*Panicum hemitomon*) were the most dominant species followed by the exotic torpedo grass (*Panicum repens*). Other species include red maple (*Acer rubrum*), needleleaf ludwigia (*Ludwigia arcuata*) and coastal plain willow (*Salix caroliniana*).

As mentioned before, torpedo grass (*Panicum repens*) which was considered a co-

dominant during this survey and Chinese tallow (*Sapium sebiferum*), are both listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/> and are a concern in Lake Bradford. Alligator weed (*Alternanthera philoxeroides*), was the only Category II Invasive Exotic found in the lake. Additionally, the exotic water spangles (*Salvinia minima*) was also found in the littoral zone of the lake.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Bradford LVI survey (8-19-15). Names in bold are plants nonnative to Florida.

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Boehmeria cylindrica</i>	false nettle
<i>Campsis radicans</i>	trumpet vine
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Cyrilla racemiflora</i>	swamp titi
<i>Diodia virginiana</i>	Virginia buttonweed
<i>Eleocharis baldwinii</i>	road-grass
<i>Eupatorium capillifolium</i>	dogfennel
<i>Hydrocotyle</i> sp.	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Juncus repens</i>	lesser creeping rush
<i>Lemna minor</i>	common duckweed
<i>Leucothoe racemosa</i>	sweetbells
<i>Liquidamber styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Nyssa sylvatica</i> var. <i>biflora</i>	swamp tupelo
<i>Panicum hemitomon</i>	maidencane
<i>Panicum repens(I)</i>	torpedo grass
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Rhexia mariana</i>	maryland meadowbeauty
<i>Sabal palmetto</i>	cabbage palm
<i>Salix carolina</i>	coastal plain willow
<i>Salvinia minima</i>	water spangles
<i>Sapium sebiferum(I)</i>	Chinese tallow tree
<i>Smilax auriculata</i>	earleaf greenbriar
<i>Taxodium ascendens</i>	pond cypress
<i>Toxicodendron radicans</i>	eastern poison ivy
<i>Triadenum virginicum</i>	marsh st. johnswort

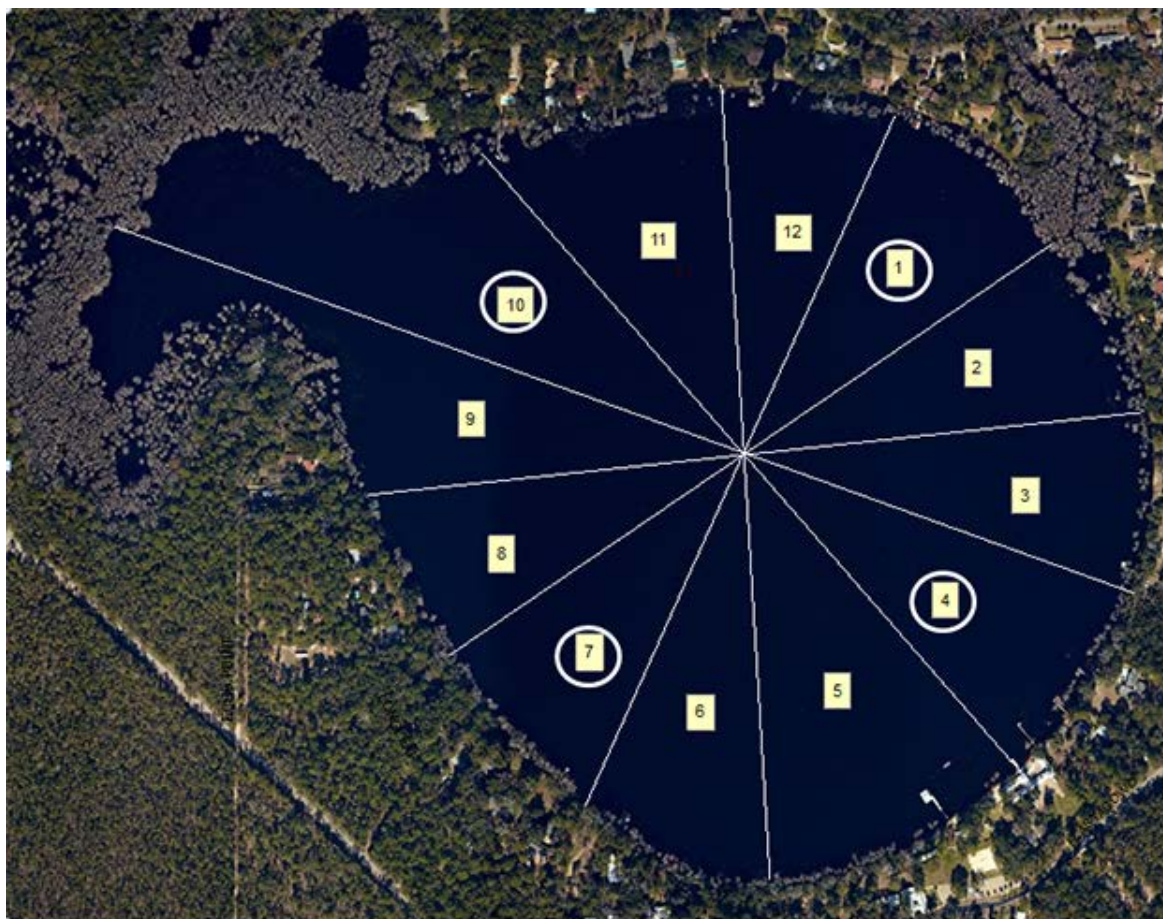
I - Category I Invasive Exotics

II - Category II Invasive Exotics

For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf. For additional infor-

mation about exotic Category I and II invasive exotic plants, please go to the Florida Exotic Pest Plant Council <http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Bradford showing unit divisions. Circled unit numbers denote surveyed units.



Lake Carr Lake Vegetation Index Results (10-12-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

<i>Aquatic life use category</i>	<i>LVI Range</i>	<i>Description</i>
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Carr was 68, placing the lake's vegetative community in the healthy category.

Forty-eight plant species were found during the survey. The native species, fanwort (*Cabomba caroliniana*), coontail (*Ceratophyllum demersum*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant plants in the lake. Other native shoreline vegetation included; American sweetgum (*Liquidambar styraciflua*), buttonbush (*Cephalanthus occidentalis*) and dotted

smartweed (*Polygonum punctatum*). Unfortunately, water hyacinth (*Eichhornia crassipes*), listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/> is an invasive exotic that is a concern in Lake Carr. Another invasive exotic, Alligator weed (*Alternanthera philoxeroides*), a Category II Invasive Exotic, was also found in the lake.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Carr LVI survey (10-12-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Andropogon virginicus</i>	broomsedge bluestem
<i>Bacopa caroliniana</i>	lemon bacopa
<i>Bidens laevis</i>	smooth beggartick
<i>Bidens mitis</i>	smallfruit beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Brasenia schreberi</i>	watershield
<i>Cabomba caroliniana</i>	fanwort
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Ceratophyllum demersum</i>	coontail
<i>Decodon verticillatus</i>	swamp loosestrife
<i>Dulichium arundinaceum</i>	three-way sedge
<i>Eichhornia crassipes (I)</i>	water hyacinth
<i>Eleocharis baldwinii</i>	road-grass
<i>Eleocharis sp.</i>	eleocharis
<i>Eupatorium capillifolium</i>	dogfennel
<i>Fuirena scirpoidea</i>	southern umbrella sedge
<i>Habenaria repens</i>	water spider orchid
<i>Hydrocotyle sp.</i>	water pennywort
<i>Juncus effusus</i>	common rush
<i>Leersia hexandra</i>	southern cutgrass
<i>Limnobium spongia</i>	frog's bit
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Ludwigia sphaerocarpa</i>	globe-fruited primrose willow
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Myriophyllum heterophyllum</i>	twoleaf watermilfoil
<i>Nelumbo lutea</i>	American lotus
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Panicum hemitomon</i>	maidencane
<i>Polygonum hirsutum</i>	hairy smartweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Quercus nigra</i>	water oak
<i>Ricciocarpus natans</i>	purple-fringed riccia
<i>Saccharum giganteum</i>	sugarcane plumegrass
<i>Sacciolepis striata</i>	American cupscale-grass

Scientific Name	Common Name
<i>Sagittaria lancifolia</i>	duck potato
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Scirpus cubensis</i>	burhead sedge
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Typha</i> sp.	cattail
<i>Utricularia biflora</i> (<i>U. gibba</i>)	humped bladderwort
<i>Utricularia foliosa</i>	leafy bladderwort
<i>Xyris</i> sp.	yelloweyed grass

I - Category I Invasive Exotics

II - Category II Invasive Exotics

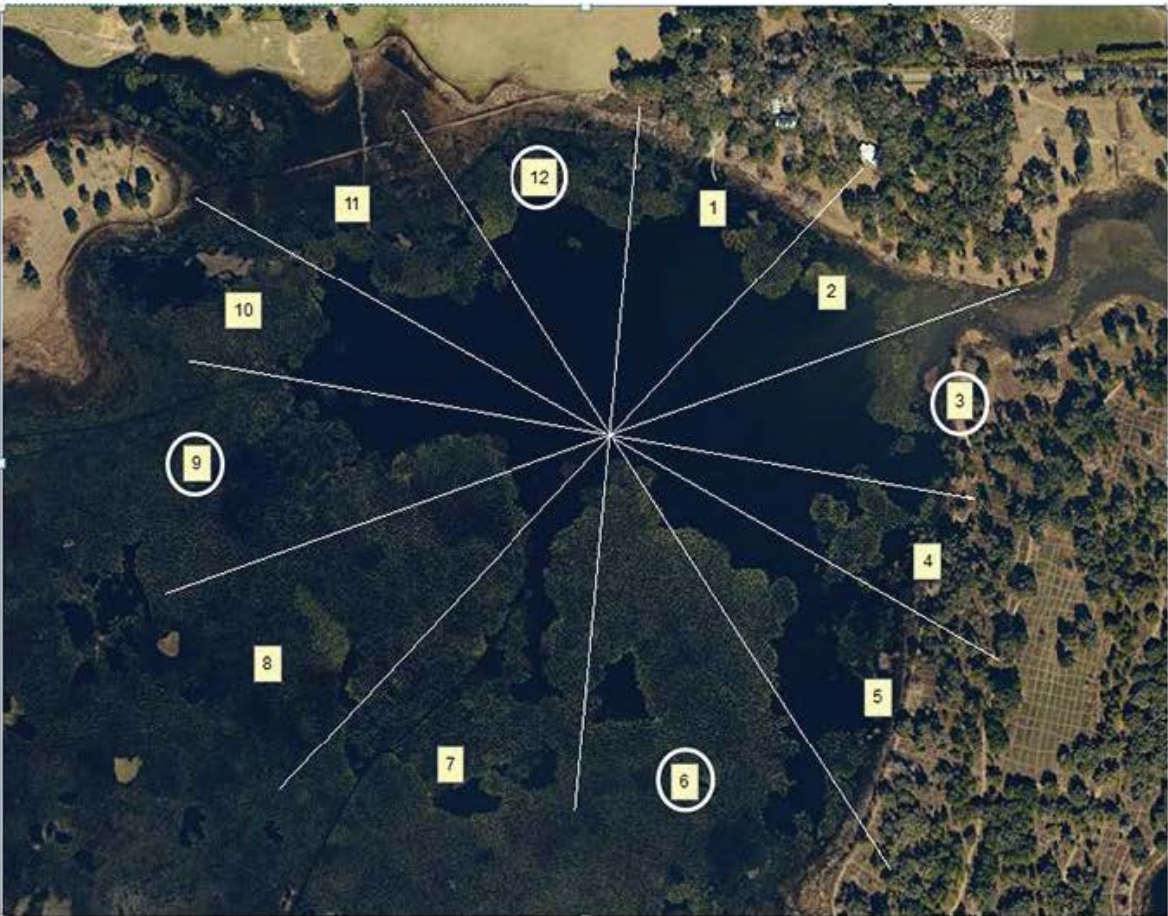
For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage

http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf. For additional information about exotic Category I and II invasive exotic plants, please go to the Florida Exotic Pest Plant Council

Exotic Pest Plant Council

<http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Carr showing unit divisions. Circled numbers denote surveyed units.



Lake Cascade Lake Vegetation Index Results (9-14-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

<i>Aquatic life use category</i>	<i>LVI Range</i>	<i>Description</i>
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Cascade was 89, placing the lake's vegetative community in the exceptional category.

Thirty-nine plant species were found during the survey. The native species pond cypress (*Taxodium ascendens*) was the most dominant species of the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occi-*

dentalis) and swamp tupelo (*Nyssa sylvatica var. biflora*).

Unfortunately, torpedo grass (*Panicum repens*) and Chinese tallow tree (*Sapium sebiferum*), both listed as a Category I Invasive Exotic by the Florida Exotic Pest Control Council <http://www.fleppc.org/>, were found at Lake Cascade.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Carr LVI survey (9-14-15).

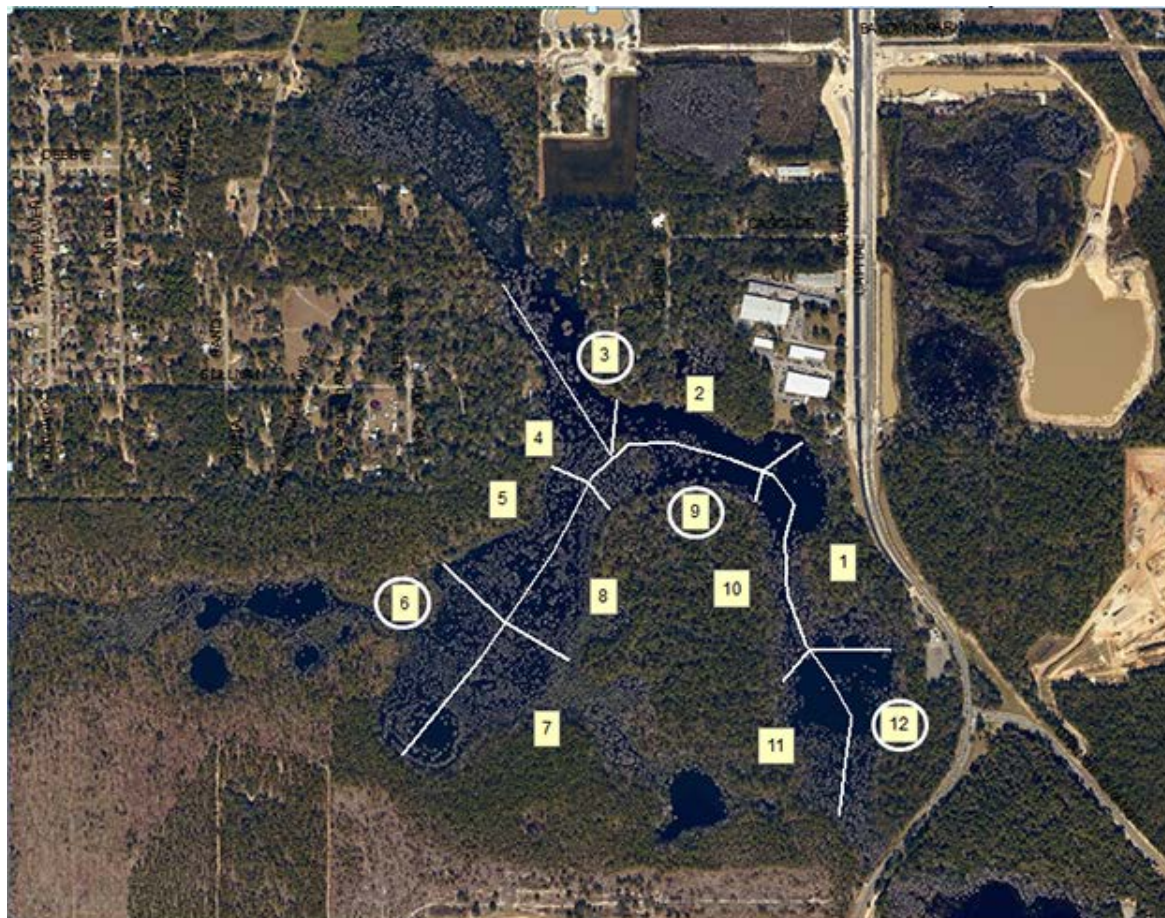
Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Andropogon virginicus</i>	broomsedge bluestem
<i>Bidens mitis</i>	smallfruit beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Brasenia schreberi</i>	watershield
<i>Carex crus-corvi</i>	ravenfoot sedge
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Cyrilla racemiflora</i>	swamp titi
<i>Eleocharis</i> sp.	eleocharis
<i>Eupatorium capillifolium</i>	dogfennel
<i>Hydrocotyle</i> sp.	water pennywort
<i>Ilex myrtifolia</i>	myrtle dahoon
<i>Leersia hexandra</i>	southern cutgrass
<i>Leucothoe racemosa</i>	sweetbells
<i>Liquidamber styraciflua</i>	American sweetgum
<i>Litsea aestivalis</i>	pond spice
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Luziola fluitans</i>	southern watergrass
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Nyssa sylvatica</i> var. <i>biflora</i>	swamp tupelo
<i>Oldenlandia uniflora</i>	clustered mille grains
<i>Panicum hemitomon</i>	maidencane
<i>Panicum repens</i>(I)	torpedo grass
<i>Paspalum repens</i>	water paspalum
<i>Phytolacca americana</i>	American pokeweed
<i>Pinus taeda</i>	loblolly pine
<i>Quercus nigra</i>	water oak
<i>Rhexia mariana</i>	maryland meadowbeauty
<i>Saccharum giganteum</i>	sugarcane plumegrass
<i>Sagittaria filiformis</i>	threadleaf arrowhead
<i>Sapium sebiferum</i>(I)	Chinese tallow tree
<i>Smilax auriculata</i>	earleaf greenbriar
<i>Smilax laurifolia</i>	laurelleaf greenbriar
<i>Sphagnum</i> sp.	sphagnum moss
<i>Taxodium ascendens</i>	pond cypress
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Woodwardia areolata</i>	netted chain fern

I - Category I Invasive Exotics

For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf. For additional infor-

mation about exotic Category I invasive exotic plants, please go to the Florida Exotic Pest Plant Council <http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Cascade showing unit divisions. Circled unit numbers denote surveyed units.



Lake Hall Lake Vegetation Index Results (7-27-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

Aquatic life use category	LVI Range	Description
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Hall was 67, placing the lake's vegetative community in the healthy category.

Sixty-five species were found during the survey. The native species, fanwort (*Cabomba caroliniana*), coontail (*Ceratophyllum demersum*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant species in the lake. Other native shoreline vegetation included; red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica* var. *biflora*).

Unfortunately, Chinese tallow tree (*Sapium sebiferum*), hydrilla (*Hydrilla verticillata*),

torpedo grass (*Panicum repens*) and camphor tree (*Cinnamomum camphora*) are Category I Invasive Exotics (Florida Exotic Pest Control Council <http://www.fleppc.org/>) and were found in Lake Hall. Alligator weed (*Alternanthera philoxeroides*) is a Category II Invasive Exotic found in the lake. Additionally, the exotic single grass (*Urochloa* sp.) and Mexican fan palm (*Washingtonia robusta*) were also found in and near the lake.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Hall LVI survey (7-27-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Ampelopsis arborea</i>	peppervine
<i>Andropogon virginicus</i>	broomsedge bluestem
<i>Azolla pinnata</i>	feathered mosquito fern
<i>Baccharis glomeruliflora</i>	silverling
<i>Bacopa caroliniana</i>	lemon bacopa
<i>Betula nigrans</i>	river birch
<i>Bidens laevis</i>	smooth beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Brasenia schreberi</i>	watershield
<i>Cabomba caroliniana</i>	fanwort
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Ceratophyllum demersum</i>	coontail
<i>Cinnamomum camphora (I)</i>	camphor tree
<i>Cyrilla racemiflora</i>	swamp titi
<i>Diospyros virginiana</i>	common persimmon
<i>Eleocharis baldwinii</i>	road-grass
<i>Eupatorium capillifolium</i>	dogfennel
<i>Habenaria repens</i>	water spider orchid
<i>Hydrilla verticillata (I)</i>	hydrilla
<i>Hydrocotyle sp.</i>	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Juncus marginatus</i>	grassleaf rush
<i>Leersia hexandra</i>	southern cutgrass
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia sp.</i>	primrose willow
<i>Ludwigia sphaerocarpa</i>	globe-fruited primrose willow
<i>Ludwigia suffruticosa</i>	shrubby primrose willow
<i>Mayaca fluviatilis</i>	stream bogmoss
<i>Mikania scandens</i>	climbing hempvine
<i>Myrica cerifera</i>	wax myrtle
<i>Myriophyllum heterophyllum</i>	twoleaf watermilfoil
<i>Myriophyllum pinnatum</i>	cutleaf watermilfoil
<i>Nelumbo lutea</i>	American lotus
<i>Nuphar sp.</i>	spatterdock
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Nymphoides aquatica</i>	banana lilly

Scientific Name	Common Name
<i>Nyssa sylvatica</i> var. <i>biflora</i>	swamp tupelo
<i>Panicum repens</i>(I)	torpedo grass
<i>Pinus taeda</i>	loblolly pine
<i>Polygonum hirsutum</i>	hairy smartweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Quercus nigra</i>	water oak
<i>Quercus virginiana</i>	southern live oak
<i>Sacciolepis striata</i>	American cupscale-grass
<i>Sagittaria filiformis</i>	threadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Sambucus canadensis</i> subsp. <i>nigra</i>	American elderberry
<i>Sapium sebiferum</i>(I)	Chinese tallow tree
<i>Scirpus cyperinus</i>	woolgrass
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Sphagnum</i> sp.	sphagnum moss
<i>Taxodium ascendens</i>	pond cypress
<i>Toxicodendron radicans</i>	eastern poison ivy
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Typha</i> sp.	cattail
<i>Utricularia foliosa</i>	leafy bladderwort
<i>Utricularia purpurea</i>	eastern purple bladderwort
<i>Urochloa</i> sp.	single grass
<i>Vitis rotundifolia</i>	muscadine
<i>Washingtonia robusta</i>	Mexican fan palm
<i>Xyris</i> sp.	yelloweyed grass

Names in bold are exotics.

I - Category I Invasive Exotics

II - Category II Invasive Exotic

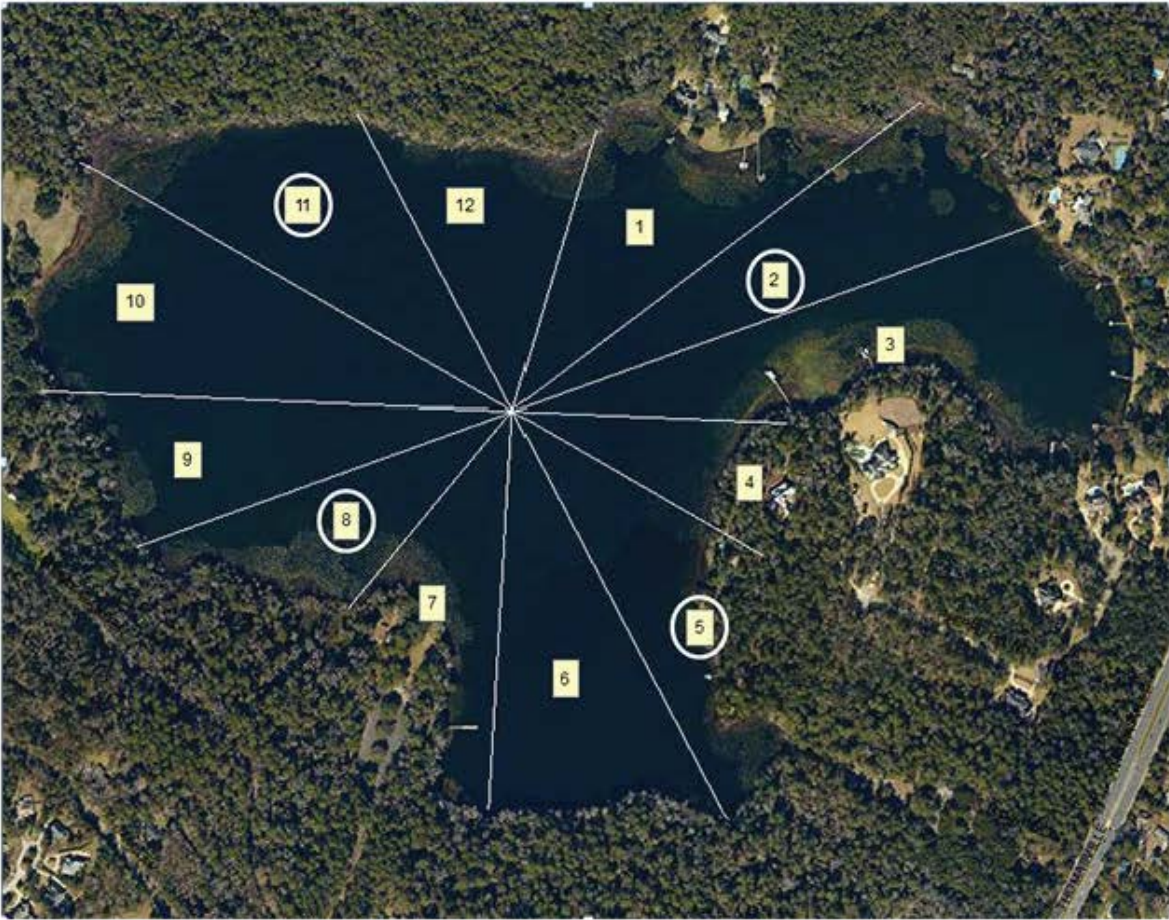
For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage

http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf. For additional infor-

mation about exotic Category I invasive exotic plants, please go to the Florida Exotic Pest Plant Council

<http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Hall showing unit divisions. Circled numbers denote surveyed units.



Lake Hiawatha Lake Vegetation Index Results (8-18-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction

of exotic species or lakeshore alterations, and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

Aquatic life use category	LVI Range	Description
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Hiawatha was 92, placing the lake's vegetative community in the exceptional category.

Twenty-two species were found during the survey. The native species maidencane (*Panicum hemitomon*) and pond cypress (*Taxodium ascendens*) were the most dominant species in the lake. Other native shore-

line vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and myrtle dahoon (*Ilex myrtifolia*). The exotic floating plant, water spangles (*Salvinia minima*) was also found during the survey.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Hiawatha LVI survey (8-18-15).

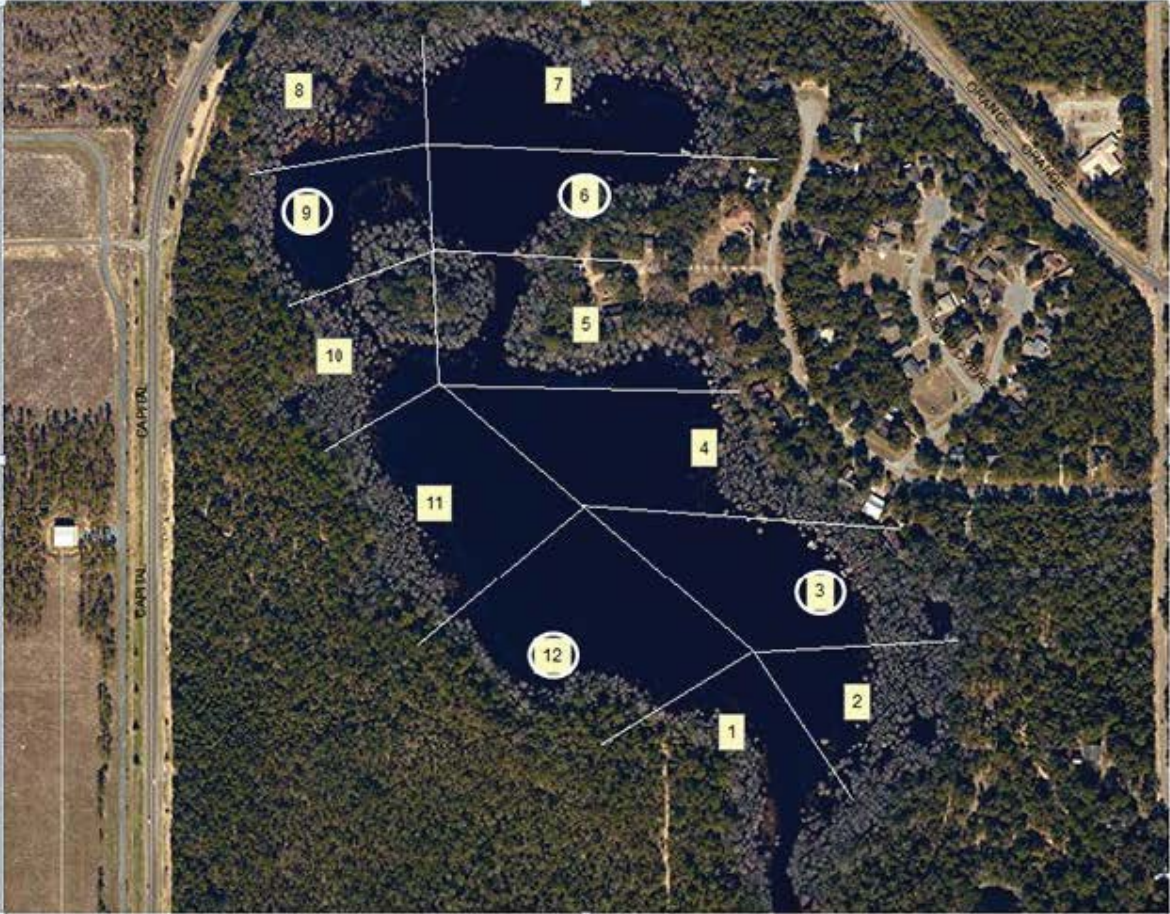
Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Brasenia schreberi</i>	watershield
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Cyrilla racemiflora</i>	swamp titi
<i>Diospyros virginiana</i>	common persimmon
<i>Eryngium prostratum</i>	creeping eryngo
<i>Gelsemium sempervirens</i>	evening trumpet flower
<i>Ilex myrtifolia</i>	myrtle dahoon
<i>Leersia hexandra</i>	southern cutgrass
<i>Leucothoe racemosa</i>	sweetbells
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Nymphoides aquatica</i>	banana lilly
<i>Nyssa sylvatica var. biflora</i>	swamp tupelo
<i>Panicum hemitomon</i>	maidencane
<i>Polygonum hirsutum</i>	hairy smartweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Salvinia minima</i>	water spangles
<i>Smilax auriculata</i>	earleaf greenbriar
<i>Smilax</i> sp.	greenbrier
<i>Sphagnum</i> sp.	sphagnum moss
<i>Taxodium ascendens</i>	pond cypress
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Utricularia</i> sp.	bladderwort

Names in bold are exotic

For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage

http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf.

FIGURE 1. Lake Hiawatha showing unit divisions. Circled numbers denote surveyed units.



Lake Jackson Lake Vegetation Index Results (9-18-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

Aquatic life use category	LVI Range	Description
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Jackson was 61, placing the lake's vegetative community in the healthy category.

Sixty-four species were found during the survey. The native species, watershield (*Brasenia schreberi*), fragrant waterlily (*Nymphaea odorata*), American lotus (*Nelumbo lutea*), maidencane (*Panicum hemitomon*) and the Category II Invasive Exotic species alligator weed (*Alternanthera philoxeroides*) were the most dominant species in the lake. Other native vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and coastal plain willow (*Salix carolina*).

Unfortunately, Chinese tallow tree (*Sapium sebiferum*), wild taro (*Colocasia esculenta*), torpedo grass (*Panicum repens*), hydrilla (*Hydrilla verticillata*) and water hyacinth (*Eichhornia crassipes*), are listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/> and were found in Lake Jackson. Alligator weed (*Alternanthera philoxeroides*) and rattlebox (*Sesbania punicea*) are Category II Invasive Exotics found in the lake. Additionally, the exotic vaseygrass (*Paspalum urville*) and yellow nut sedge (*Cyperus esculentus*) were found in and near the lake.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Jackson LVI survey (9-18-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Ampelopsis arborea</i>	peppervine
<i>Andropogon virginicus</i>	broomsedge bluestem
<i>Bacopa caroliniana</i>	lemon bacopa
<i>Betula nigrans</i>	river birch
<i>Bidens laevis</i>	smooth beggartick
<i>Bidens mitis</i>	smallfruit beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Brasenia schreberi</i>	watershield
<i>Cabomba caroliniana</i>	fanwort
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Ceratophyllum demersum</i>	coontail
<i>Cyperus esculentus</i>	yellow nutsedge
<i>Diospyros virginiana</i>	common persimmon
<i>Echinochloa walteri</i>	coast cockspear grass
<i>Eichhornia crassipes (I)</i>	water hyacinth
<i>Eleocharis sp.</i>	eleocharis
<i>Eupatorium capillifolium</i>	dogfennel
<i>Hibiscus moscheutos</i>	crimson-eyed rosemallow
<i>Hydrilla verticillata (I)</i>	hydrilla
<i>Hydrocotyle sp.</i>	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Juncus effusus</i>	common rush
<i>Leersia hexandra</i>	southern cutgrass
<i>Lemna minor</i>	common duckweed
<i>Limnobium spongia</i>	frog's bit
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia decurrens</i>	wingleaf primrose willow
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Ludwigia suffruticosa</i>	shrubby primrose willow
<i>Myrica cerifera</i>	wax myrtle
<i>Myriophyllum heterophyllum</i>	twoleaf watermilfoil
<i>Nelumbo lutea</i>	American lotus
<i>Nuphar sp.</i>	spatterdock
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Nymphoides aquatica</i>	banana lilly
<i>Nyssa sylvatica var. biflora</i>	swamp tupelo

Scientific Name	Common Name
<i>Panicum hemitomom</i>	maidencane
<i>Panicum repens(I)</i>	torpedo grass
<i>Pinus taeda</i>	loblolly pine
<i>Polygonum densiflorum (glabrum)</i>	denseflower knotweed
<i>Polygonum hirsutum</i>	hairy smartweed
<i>Polygonum hydropiperoides</i>	swamp smartweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Quercus virginiana</i>	southern live oak
<i>Rhynchospora inundata</i>	narrowfruit horned beaksedge
<i>Ricciocarpus natans</i>	purple-fringed riccia
<i>Saccharum giganteum</i>	sugarcane plumegrass
<i>Sacciolepis striata</i>	American cupscale-grass
<i>Sagittaria filiformis</i>	threadleaf arrowhead
<i>Sagittaria lancifolia</i>	duck potato
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Salvinia minima</i>	water spangles
<i>Sapium sebiferum(I)</i>	Chinese tallow tree
<i>Scirpus cubensis</i>	burhead sedge
<i>Sesbania herbacea</i>	bigpod sesbania
<i>Sesbania punicea(II)</i>	rattlebox
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Taxodium ascendens</i>	pond cypress
<i>Utricularia foliosa</i>	leafy bladderwort
<i>Utricularia sp.</i>	bladderwort

Names in bold are exotics

I - Category I Invasive Exotics

II - Category I Invasive Exotics

For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage

http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf. For additional information about exotic Category I and Category II invasive exotic plants, please go to the Florida Exotic Pest Plant Council

<http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Jackson showing unit divisions. Circled numbers denote surveyed units.



Lake McBride Lake Vegetation Index Results (8-27-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake’s plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alter-

tions, and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat “drive by” and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

<i>Aquatic life use category</i>	<i>LVI Range</i>	<i>Description</i>
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake McBride was 71, placing the lake’s vegetative community in the healthy category.

Sixty-eight plant species were found during the survey. The native species, fanwort (*Cabomba caroliniana*), water shield (*Brasenia schreberi*) and fragrant waterlily (*Nymphaea odorata*) were the most dominant plants in the lake. Other examples of native shoreline vegetation included red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and pickerelweed (*Pontederia cordata*).

Unfortunately, wild taro (*Colocasia esculenta*), hydrilla (*Hydrilla verticillata*) and Chinese tallow (*Sapium sebiferum*), listed as Category I Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/>, are invasive exotics that are a concern in Lake McBride. Alligator weed (*Alternanthera philoxeroides*), a Category II Invasive Exotic, was found for the first time in Lake McBride in 2013 and is still present. Water spangles (*Salvinia minima*) and yellow nutsedge (*Cyperus esculentus*) are two additional non-native species found in Lake McBride. Burhead sedge (*Scirpus cubensis*) was also found

in Lake McBride and is especially prevalent on the tussocks found in and along the edges of the lake. Experts are in disagreement about whether this species is native or non-native to Florida.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake McBride LVI survey (8-27-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Andropogon virginicus</i>	broomsedge bluestem
<i>Bacopa caroliniana</i>	lemon bacopa
<i>Bidens laevis</i>	smooth beggartick
<i>Bidens mitis</i>	smallfruit beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Brasenia schreberi</i>	watershield
<i>Cabomba caroliniana</i>	fanwort
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Colocasia esculenta (I)</i>	wild taro
<i>Cyperus esculentus</i>	yellow nutsedge
<i>Cyrilla racemiflora</i>	swamp titi
<i>Decodon verticillatus</i>	swamp loosestrife
<i>Dichanthelium</i> sp.	witch grass
<i>Dulichium arundinaceum</i>	three-way sedge
<i>Echinochloa walteri</i>	coast cockspur grass
<i>Eleocharis</i> sp.	eleocharis
<i>Eupatorium capillifolium</i>	dogfennel
<i>Fuirena scirpoidea</i>	southern umbrella sedge
<i>Habenaria repens</i>	water spider orchid
<i>Hydrilla verticillata (I)</i>	hydrilla
<i>Hydrocotyle</i> sp.	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Juncus effusus</i>	common rush
<i>Juncus marginatus</i>	grassleaf rush
<i>Leersia hexandra</i>	southern cutgrass
<i>Leucothoe racemosa</i>	sweetbells
<i>Limnobium spongia</i>	frog's bit
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia decurrens</i>	wingleaf primrose willow
<i>Ludwigia leptocarpa</i>	anglestem primrose willow

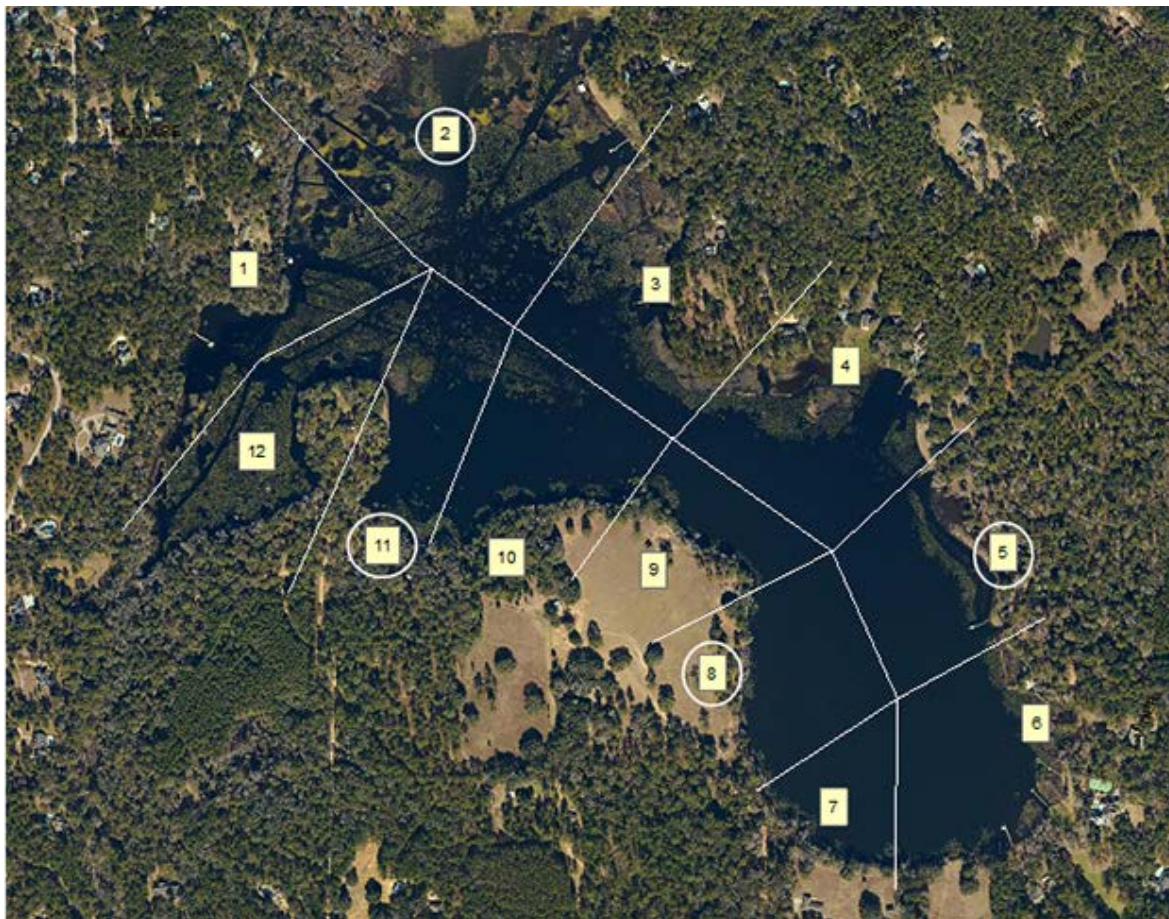
Scientific Name	Common Name
<i>Ludwigia sphaerocarpa</i>	globe-fruited primrose willow
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Mikania scandens</i>	climbing hempvine
<i>Myrica cerifera</i>	wax myrtle
<i>Myriophyllum heterophyllum</i>	twoleaf watermilfoil
<i>Myriophyllum pinnatum</i>	cutleaf watermilfoil
<i>Najas guadalupensis</i>	southern waternymph
<i>Nuphar sp.</i>	spatterdock
<i>Nymphaea odorata</i>	fragrant waterlily
<i>Nyssa sylvatica var. biflora</i>	swamp tupelo
<i>Panicum hemitomon</i>	maidencane
<i>Paspalum urvillei</i>	vaseygrass
<i>Pinus taeda</i>	loblolly pine
<i>Polygonum densiflorum (glabrum)</i>	denseflower knotweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Rhexia mariana</i>	maryland meadowbeauty
<i>Rhynchospora glomerata</i>	clustered beaksedge
<i>Rubus trivialis</i>	southern dewberry
<i>Saccharum giganteum</i>	sugarcane plumegrass
<i>Sagittaria filiformis</i>	threadleaf arrowhead
<i>Sagittaria lancifolia</i>	duck potato
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Salvinia minima</i>	water spangles
<i>Sapium sebiferum(I)</i>	Chinese tallow tree
<i>Scirpus cubensis</i>	burhead sedge
<i>Scirpus cyperinus</i>	woolgrass
<i>Sesbania herbacea</i>	bigpod sesbania
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Sphagnum sp.</i>	sphagnum moss
<i>Taxodium ascendens</i>	pond cypress
<i>Typha sp.</i>	cattail
<i>Utricularia subulata</i>	zigzag bladderwort
<i>Xyris sp.</i>	yelloweyed grass

Names in bold are exotic
I-Category I Invasive Exotics
II-Category II Invasive Exotics

For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage <http://www.dep.state.fl.us/water/sas/train>

[ing/docs/lvi_primer.pdf](#). For additional information about exotic Category I and II invasive exotic plants, please go to the Florida Exotic Pest Plant Council <http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake McBride showing unit divisions. Circled numbers denote surveyed units.



Lake Munson Lake Vegetation Index Results (7-31-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

Aquatic life use category	LVI Range	Description
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Lake Munson was 58, placing the lake's vegetative community in the healthy category.

Sixty-nine species were found during the survey. The native species pond cypress (*Taxodium ascendens*) was the most dominant species in the lake. Other native shoreline vegetation included: red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica biflora*).

Unfortunately, camphor tree (*Cinnamomum camphora*), wild taro (*Colocasia esculenta*), Chinese privet (*Ligustrum sinense*), water hyacinth (*Eichhornia crassipes*), Peruvian primrose willow (*Ludwigia peruviana*),

wandering jew (*Tradescantia zebrina*) and Chinese tallow (*Sapium sebiferum*), all listed as Category I Invasive Exotics (Florida Exotic Pest Control Council <http://www.fleppc.org/>), were found in the littoral zone of Lake Munson. Alligator weed (*Alternanthera philoxeroides*) and rattlebox (*Sesbania punicea*) are Category II Invasive Exotics found in the lake. Other non-native species in and around the lake include yellow nut sedge (*Cyperus esculentus*), parrot feather watermilfoil (*Myriophyllum aquaticum*) and water span-gles (*Salvinia minima*).

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Munson LVI survey (7-31-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Alternanthera philoxeroides(II)</i>	alligator weed
<i>Ambrosia trifida</i>	great ragweed
<i>Ampelopsis arborea</i>	peppervine
<i>Baccharis halimifolia</i>	eastern baccharis
<i>Bidens laevis</i>	smooth beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Campsis radicans</i>	trumpet vine
<i>Canna flaccida</i>	golden canna
<i>Carex crus-corvi</i>	ravenfoot sedge
<i>Carex decomposita</i>	cypressknee sedge
<i>Carex lupulina</i>	hop sedge
<i>Carex</i> sp.	sedge
<i>Catalpa bignonioides</i>	southern catalpa
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Cinnamomum camphora (I)</i>	camphor tree
<i>Colocasia esculenta (I)</i>	wild taro
<i>Commelina virginica</i>	Virginia dayflower
<i>Cyperus esculentus</i>	yellow nutsedge
<i>Echinochloa walteri</i>	coast cockspur grass
<i>Eichhornia crassipes (I)</i>	water hyacinth
<i>Eupatorium capillifolium</i>	dogfennel
<i>Fraxinus caroliniana</i>	carolina ash
<i>Gelsemium sempervirens</i>	evening trumpet flower
<i>Hydrocotyle</i> sp.	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Hymenocallis</i> sp.	spiderlily
<i>Iris hexagona</i>	dixie iris
<i>Itea virginica</i>	Virginia sweetspire
<i>Lemna minor</i>	common duckweed
<i>Leucothoe racemosa</i>	sweetbells
<i>Ligustrum sinense (I)</i>	Chinese privet
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Ludwigia peruviana (I)</i>	Peruvian primrosewillow
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Mikania scandens</i>	climbing hempvine
<i>Morus rubra</i>	red mulberry
<i>Myrica cerifera</i>	wax myrtle

Scientific Name	Common Name
<i>Myriophyllum aquaticum</i>	parrot feather watermilfoil
<i>Nyssa aquatica</i>	water tupelo
<i>Nyssa sylvatica</i> var. <i>biflora</i>	swamp tupelo
<i>Phanopyrum gymnocarpon</i>	savannah panicgrass
<i>Polygonum densiflorum</i> (<i>glabrum</i>)	denseflower knotweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Ptilimnium capillaceum</i>	mock bishop's weed
<i>Quercus nigra</i>	water oak
<i>Quercus virginiana</i>	southern live oak
<i>Rubus trivialis</i>	southern dewberry
<i>Sabal palmetto</i>	cabbage palm
<i>Saccharum giganteum</i>	sugarcane plumegrass
<i>Sacciolepis striata</i>	American cupscale-grass
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Salvinia minima</i>	water spangles
<i>Sambucus canadensis</i> subsp. <i>nigra</i>	American elderberry
<i>Sapium sebiferum</i>(I)	Chinese tallow tree
<i>Saururus cernuus</i>	lizard's tail
<i>Schoenoplectus californicus</i>	giant bulrush
<i>Sesbania punicea</i>(II)	rattlebox
<i>Smilax auriculata</i>	earleaf greenbriar
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Taxodium ascendens</i>	pond cypress
<i>Toxicodendron radicans</i>	eastern poison ivy
<i>Tradescantia fluminensis</i> (I)	wandering jew
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Tripsacum dactyloides</i>	eastern gamagrass
<i>Vitis rotundifolia</i>	muscadine
<i>Woodwardia areolata</i>	netted chain fern

I - Category I Invasive Exotics

II - Category II Invasive Exotics

Names in bold are exotics

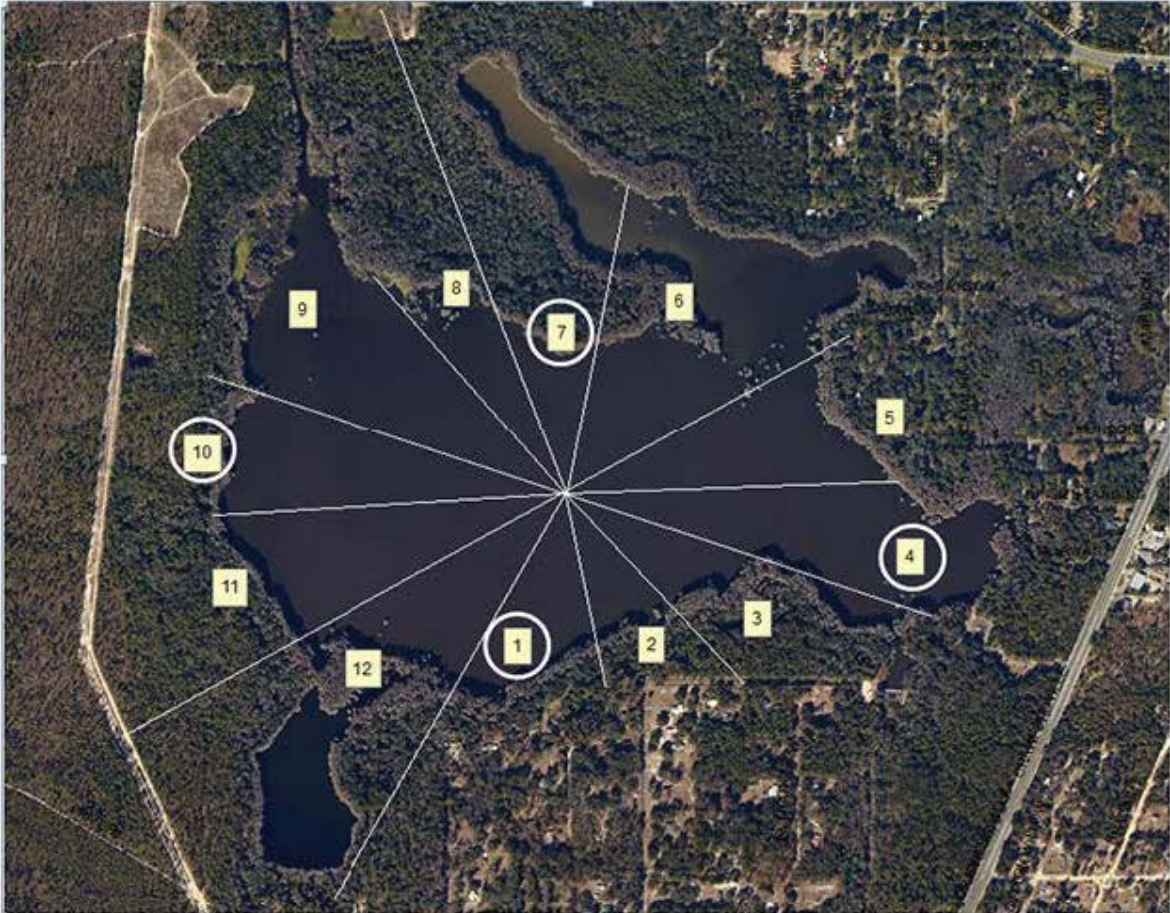
For additional information about the LVI,
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http://www.dep.state.fl.us/water/sas/training/docs/lvi_primer.pdf.

For additional information about exotic Category I and II invasive exotic plants, please

go to the Florida Exotic Pest Plant Council
<http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Munson showing unit divisions. Circled numbers denote surveyed units.



Lake Piney Z Lake Vegetation Index Results (8-20-2015)

The Lake Vegetation Index (LVI) is a multi-metric index that evaluates how closely a lake's plant community resembles one that would be expected in a condition of minimal human disturbance. It is based on a rapid field assessment of aquatic and wetland plants as indicators of various effects of human disturbance over time. Plants respond to physical disturbances such as introduction of exotic species or lakeshore alterations,

and chemical disturbance such as introduction of excess nutrients, particulates, or herbicides from the surrounding land uses.

The LVI method is performed from a boat, and involves dividing a lake into 12 units and identifying plants in 4 of the 12 units (Figure 1). Plants are identified in the selected unit by a visual boat "drive by" and also via a transect approach. The resulting data is used to calculate the LVI and is evaluated according to the scoring system in Table 1.

TABLE 1. Category names, ranges of values for LVI, and example descriptions of biological conditions typically found for that category.

Aquatic life use category	LVI Range	Description
Exceptional	78–100	Nearly every plant present is a species native to Florida, invasive taxa typically not found. About 30% of taxa present are identified as sensitive to disturbance.
Healthy	43–77	About 85% of plant taxa are native to Florida; invasive taxa present. Sensitive taxa have declined to about 15%.
Impaired	0–42	About 70% of plant taxa are native to Florida. Invasive taxa may represent up to 1/3 of total taxa. Less than 10% of the taxa are sensitive.

The Lake Vegetation Index score for Piney Z was 55, placing the lake's vegetative community in the healthy category.

Sixty-six species were found during the survey. Buttonbush (*Cephalanthus occidentalis*) was the most dominant species in the lake. Other native shoreline vegetation included: American elderberry (*Sambucus canadensis* subsp. *nigra*), red maple (*Acer rubrum*), coastal plain willow (*Salix carolina*) and pond cypress (*Taxodium ascendens*). Unfortunately, water hyacinth (*Eichhornia crassipes*), Chinese privet (*Ligustrum sinense*) and Chinese tallow (*Sapium sebiferum*), all listed as Category I

Invasive Exotics by the Florida Exotic Pest Control Council <http://www.fleppc.org/>, were found in the littoral zone of Piney Z. Alligator weed (*Alternanthera philoxeroides*) is a Category II Invasive Exotic found in the lake. Additionally, the exotic indian jointvetch (*Aeschynomene indica*), yellow nutsedge (*Cyperus esculentus*), vaseygrass (*Paspalum urvillei*), water spangles (*Salvinia minima*) and Japanese climbing fern (*Lygodium japonicum*) were also found in or near the lake.

For a complete list of plants found during the LVI survey, please see Table 2.

TABLE 2. Scientific and common names of the plants identified during the Lake Piney Z LVI survey (8-20-15).

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Aeschynomene indica</i>	indian jointvetch
<i>Alternanthera philoxeroides (II)</i>	alligator weed
<i>Ampelopsis arborea</i>	peppervine
<i>Baccharis glomeruliflora</i>	silverling
<i>Bacopa caroliniana</i>	lemon bacopa
<i>Bidens laevis</i>	smooth beggartick
<i>Boehmeria cylindrica</i>	false nettle
<i>Campsis radicans</i>	trumpet vine
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Cyperus esculentus</i>	yellow nutsedge
<i>Decodon verticillatus</i>	swamp loosestrife
<i>Diodia virginiana</i>	Virginia buttonweed
<i>Diospyros virginiana</i>	common persimmon
<i>Echinochloa walteri</i>	coast cocksbur grass
<i>Eichhornia crassipes (I)</i>	water hyacinth
<i>Eleocharis baldwinii</i>	road-grass
<i>Erechtites hieracifolia</i>	American burnweed
<i>Eupatorium capillifolium</i>	dogfennel
<i>Hydrocotyle</i> sp.	water pennywort
<i>Hydrolea quadrivalvis</i>	waterpod
<i>Hypericum mutilum</i>	dwarf st. johnswort
<i>Ipomoea</i> sp.	morning glories
<i>Juncus effusus</i>	common rush
<i>Lemna minor</i>	common duckweed
<i>Ligustrum sinense (I)</i>	Chinese privet
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Ludwigia arcuata</i>	needleleaf ludwigia
<i>Ludwigia decurrens</i>	wingleaf primrose willow
<i>Ludwigia leptocarpa</i>	anglestem primrose willow
<i>Ludwigia sphaerocarpa</i>	globe-fruited primrose willow
<i>Luziola fluitans</i>	southern watergrass
<i>Lycopus rubellus</i>	taperleaf water horehound
<i>Lygodium japonicum</i>	Japanese climbing fern
<i>Mikania scandens</i>	climbing hempvine
<i>Myrica cerifera</i>	wax myrtle
<i>Nelumbo lutea</i>	American lotus
<i>Nymphaea odorata</i>	fragrant waterlily

Scientific Name	Common Name
<i>Nyssa sylvatica</i> var. <i>biflora</i>	swamp tupelo
<i>Panicum hemitomon</i>	maidencane
<i>Paspalum urvillei</i>	vaseygrass
<i>Phytolacca americana</i>	American pokeweed
<i>Pinus taeda</i>	loblolly pine
<i>Polygonum densiflorum</i> (<i>glabrum</i>)	denseflower knotweed
<i>Polygonum punctatum</i>	dotted smartweed
<i>Pontederia cordata</i>	pickerelweed
<i>Quercus nigra</i>	water oak
<i>Rhexia mariana</i>	Maryland meadowbeauty
<i>Rhus copallinum</i>	American pokeweed
<i>Rhynchospora inundata</i>	narrowfruit horned beaksedge
<i>Rhynchospora nitens</i>	short beaked beaksedge
<i>Rubus trivialis</i>	southern dewberry
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Salix carolina</i>	coastal plain willow
<i>Salvinia minima</i>	water spangles
<i>Sambucus canadensis</i> subsp. <i>nigra</i>	American elderberry
<i>Sapium sebiferum</i>	Chinese tallow tree
<i>Schoenoplectus californicus</i>	giant bulrush
<i>Scirpus cyperinus</i>	woolgrass
<i>Sesbania herbacea</i>	bigpod sesbania
<i>Solidago fistulosa</i>	pine barren goldenrod
<i>Taxodium ascendens</i>	pond cypress
<i>Triadenum virginicum</i>	marsh st. johnswort
<i>Typha</i> sp.	cattail
<i>Vitis rotundifolia</i>	muscadine
<i>Woodwardia areolata</i>	netted chain fern
<i>Woodwardia virginica</i>	Virginia chain fern

Names in bold are exotic

I - Category I Invasive Exotics

II - Category II Invasive Exotics

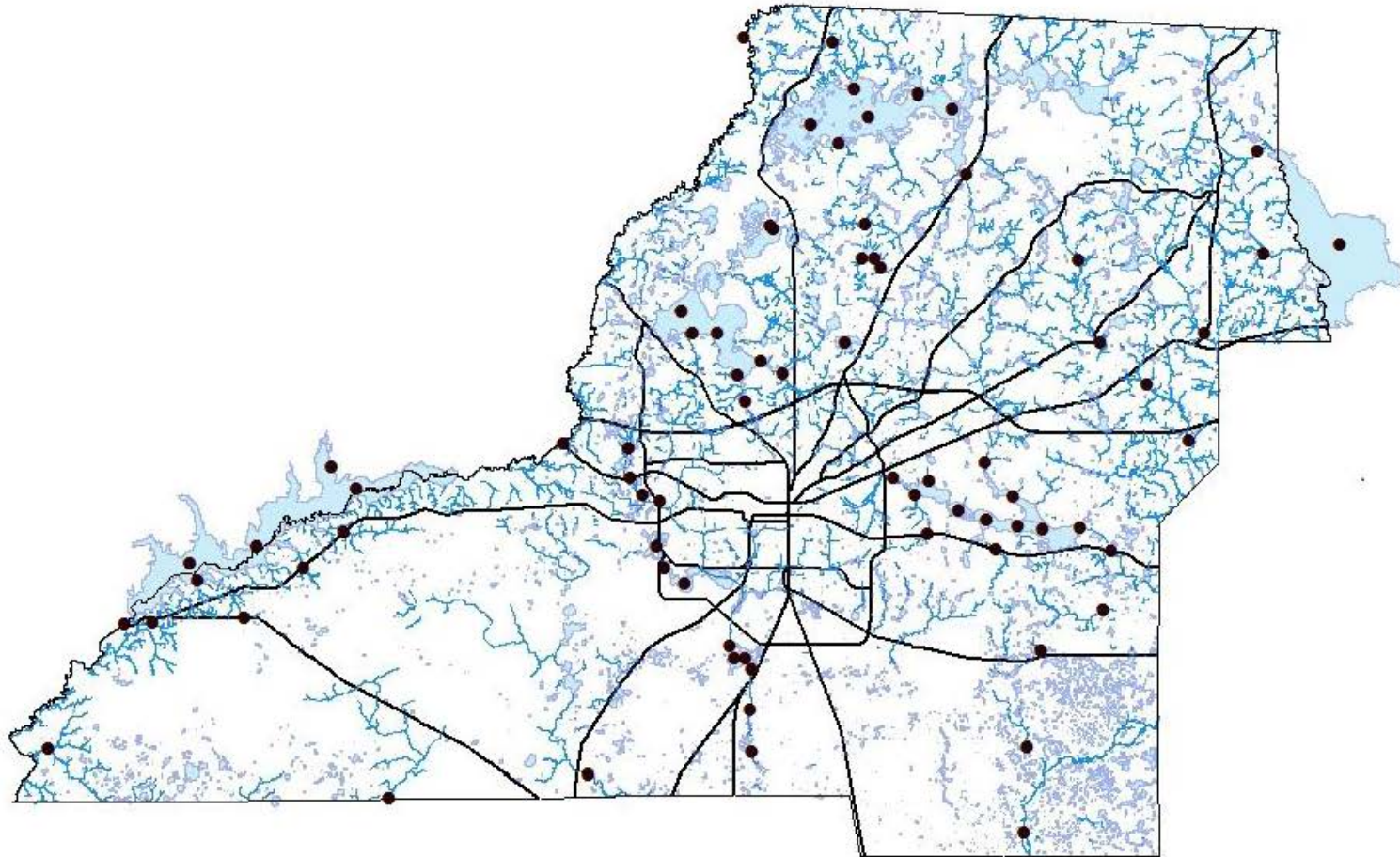
For additional information about the LVI, please go to the Florida Department of Environmental Protection webpage
<http://www.dep.state.fl.us/water/sas/training/>

docs/lvi_primer.pdf. For additional information about exotic Category I and II invasive exotic plants, please go to the Florida Exotic Pest Plant Council
<http://www.fleppc.org/list/list.htm>.

FIGURE 1. Lake Piney Z showing unit divisions. Circled numbers denote surveyed units.



Leon County Water Quality Stations



**Leon County
Board of County Commissioners**


Notes for Agenda Item #28

Leon County Board of County Commissioners

Cover Sheet for Agenda #28

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

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

Fiscal Impact:

This item seeks the Board's approval to expand the Greater Frenchtown/Southside Community Redevelopment Area and, subsequent to the City's approval of the expansion, will require both the County and City to make annual tax increment payments to the Tallahassee Community Redevelopment Area (CRA) for an additional 26 parcels starting in FY 2018. The baseline for the calculation of the tax increment will be the 2016 certified values and the payment will be based on the City's millage rate. Staff anticipates the early payments to be insignificant but they will continue to grow annually through the duration of the Greater Frenchtown/Southside Community Redevelopment Area which will expire in 2030.

Staff Recommendation:

- Option #1: Accept the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the Greater Frenchtown/Southside Community Redevelopment Area (Attachment #1) and authorize the County Administrator to execute an agreement with the City, in a form to be approved by the County Attorney, governing the expansion of the Greater Frenchtown/Southside Community Redevelopment Area that includes:
- a. Millage parity for the expanded parcels; and,
 - b. The expiration of the Greater Frenchtown/Southside Community Redevelopment Area in 2030.

Title: Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

July 12, 2016

Page 2

Report and Discussion

Background:

This item seeks Board approval to expand the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and acceptance of the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the GFS District (Attachment #1). Pursuant to the County's Interlocal Agreement with the City, the creation of a new CRA or a boundary adjustment to an existing CRA within the City limits shall require written approval of the County.

The GFS District was established in June 2000 when the City Commission adopted the GFS Community Redevelopment Plan and established the GFS Community Redevelopment Trust Fund. The GFS District consists of three distinct geographic sections and is comprised of over 1,450 acres of residential, office, commercial/retail, industrial, and green/open space land uses, all located near downtown Tallahassee (Attachment #2). Included within the boundaries of the redevelopment area are thirteen neighborhood communities; seven major commercial/retail areas including sections of Tennessee Street, Tharpe Street, North and South Monroe Streets, Gaines Street, Lake Bradford Road and South Adams Street; and numerous mixed-use areas. In addition, the redevelopment area borders parts of the Florida A&M University and the Florida State University.

In 2012, the CRA Board directed staff to examine the possibility of expanding the boundaries of the GFS District to include the 26 commercial parcels (6 blocks) that front the east side of South Monroe Street between Van Buren and Perkins Street (the South Monroe Study Area). CRA staff provided the results of their preliminary analysis, which indicated the existence of one or more of the fifteen blight conditions listed in Chapter 163.340(8), F.S., within the South Monroe Street Study Area, which would allow the study area to be designated as blighted. The CRA Board directed staff to move forward preparing a Finding of Necessity for the South Monroe Street Study Area.

At the February 27, 2013 CRA Board meeting, staff presented the draft Finding of Necessity of the South Monroe Street Study Area, which found the aggregate assessed property values in the study area did not show any appreciable increase in the five years prior to 2012. This single condition of blight met the blight determination requirements of Chapter 163.340(8), F.S., for a Finding of Necessity if both the City and County agreed to accept a single blight condition through an interlocal agreement or by resolution. The CRA Board did not object to the use of a single blight condition but questioned whether the "no appreciable change" in the aggregate value of the properties during the previous five years was a suitable measure given the national drop in residential and commercial properties starting in 2008.

Title: Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

July 12, 2016

Page 3

CRA staff expanded the blight analysis and updated the South Monroe Street Study Area Finding of Necessity to include four conditions of blight (described in the Analysis Section below as listed in Chapter 163.340(8), F.S. On June 23, 2016, the CRA Board (1) accepted the Finding of Necessity for the South Monroe Street Study Area, (2) approved the expansion of the GFS District boundary to include the study area parcels and (3) authorized CRA staff to move forward with the activities needed to formally adopt the Finding of Necessity and expand the boundary of the GFS district.

Based on the CRA Board's direction, the next step is to present the South Monroe Street Study Area Finding of Necessity to the Board of County Commissioners (Board) for acceptance and, per the Interlocal Agreement that governs the CRA, for the Board to approve the expansion of the GFS District to include the 26 parcels in the study area (a map of the 26 parcels can be found on page 4 of Attachment #1).

Analysis:

Following this initial direction, there have been several discussions regarding additional expansions of the GFS District boundaries beyond the Study Area and/or the creation a new redevelopment district altogether. To best utilize limited resources and avoid the possibility of multiple revisions to the GFS District Redevelopment Plan and/or area, staff is moving forward with the expansion and Finding of Necessity for the South Monroe Street Study Area as part of the Redevelopment Plan update. At a future date, should the Board decide to move forward with additional revisions to the CRA area, staff will initiate a separate process.

As part of the GFS Community Redevelopment Plan update, staff has updated the draft Finding of Necessity. There is no appreciable increase in the aggregate assessed property values within the South Monroe Street Study Area for the previous five years (2010 to 2014), but the latest analysis also noted three other consistent blighting factors within the study area, for a total of four blighting conditions. The four blight conditions and analysis are described below, and are included in the draft Finding of Necessity.

1. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the five years prior to the finding of such conditions

The aggregate assessed property values in the South Monroe Street Study Area did not show any appreciable increase in the five years prior to 2015. In 2010, the certified taxable value was \$6,399,830 for the study area; by 2015 the value had declined to \$5,639,514. Although there have been some increases in individual property values in the study area in recent years, the aggregate value of the properties today is \$760,316 less than it was in 2010. The 2016 certified values will not be available from the Leon County Property Appraiser until October, but no significant increase in the value of the properties in the South Monroe Street Study Area from 2015 to 2016 is expected.

2. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities

Of the six blocks within the South Monroe Street Study Area, all were found to have inadequate street layout or parking facilities. The inadequate street layout and parking facilities makes it hard for pedestrians and bicyclist to safely travel the area. Outdated parking designs places pedestrians and bicyclists between parked vehicles and moving traffic. The area also has inadequate public transportation facilities, primarily in the lack of shelters and seating for public transportation users.

3. Unsanitary and unsafe conditions

There are a number of unsafe conditions identified in the South Monroe Street Study Area, from narrow sidewalks placing pedestrians close to fast moving traffic, to not having guardrails near steep embankments. The outdated parking design and sidewalk layout also forces pedestrians to walk behind parked cars at the edge of the street, an unsafe condition. The absence of a complete pedestrian sidewalk network, along with insufficient parking designs, leads to unsafe conditions for pedestrians, cyclists and those with special access needs. This condition was found within all six blocks of the study area.

4. Deterioration of site and other improvements

The analysis found minor and major site and structural deterioration within the South Monroe Street Study Area. There were a number of driveways and parking lots with cracked or uneven pavement and potholes. Other properties had damaged signs, broken windows and damaged and collapsed roofs. Deteriorating sites and structures are often indications that re-investment in the area may be risky, which tends to further inhibit improvements in the area. Examples of site deterioration were found within all six blocks of the study area.

Fiscal Impact:

Approving the South Monroe Street Study Area Finding of Necessity and adding the 26 parcels to the GFS District will result in additional tax increment contributions by the City and County to the CRA that can be reinvested in the study area. However, because the expansion of the GFS District will not occur until after June 30th, the baseline value (the value from which future tax increment payments are calculated) for the new parcels will be based on the 2016 certified values. As a result, the County would not make a tax increment payment to the CRA for the parcels in the study area until FY 2018, when the tax increment can be calculated using the difference in the 2017 certified values and the 2016 baseline values. The County's tax increment contribution for the new parcels would be equal to the City's millage rate for that year. For example, the City's current millage rate is 4.2 mils, if that is the rate in effect when the CRA begins collecting tax increment on the new parcels, the County's contribution for the 26 parcels in the South Monroe Street Study Area will also be based on 4.2 mils. If the City's millage rate increases or decreases from one year to the next, the County contribution will be based on that revised rate. However, there will be no change to the contribution rate from the City and County

Title: Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

July 12, 2016

Page 5

on the existing boundary parcels – the City contribution will be based on the City millage rate for that year, and the County contribution will be based on the County millage rate for that year.

Because there were no increases in the aggregate property values in the South Monroe Street Study Area from 2010 until 2015, it is not anticipated that the addition of the 26 parcels to the GFS District will result in significant tax increment contributions by the City and County in the near term. Provided below, using confirmed revenue figures, for illustration purposes only, is the calculation of tax increment that would be due from both the City and County using 2014 as the baseline value, 2015 as the first year to calculate any tax increment due to the CRA and a millage rate of 4.2 for both the City and County. In this scenario, the City and County would each have had to make an additional \$267 tax increment contribution to the GFS District beyond what would be required under the existing district boundaries.

2014 Taxable Value	\$5,606,025
2015 Taxable Value	\$5,639,514
Increase/ (Decrease)	\$ 33,489
FY 2016 TIF Revenue	\$ 267.24

Assuming an extreme growth in property values of 5% from 2016 to 2017, the County's tax increment payment to the CRA in FY 2018 for these 26 parcels would be approximately \$1,150. Although the anticipated tax increment payment associated with the South Monroe Street Study Area beginning in FY 2018 will not be substantial in the near term, the County's payments will grow annually through the life of the GFS District which will expire in 2030. The addition of the 26 parcels to the GFS District will make them eligible for CRA redevelopment assistance which can provide incentives for additional private investment in the South Monroe corridor, improve the appearance of the district, and increase the value of the properties in the long term.

Next Steps:

As previously stated, the Interlocal Agreement that governs the CRA requires the expansion of the GFS District to be approved by both the County and City Commissions. Should the Board approve the GFS District expansion efforts and accept the Finding of Necessity with the four aforementioned conditions of blight, the City Commission is required by Florida Statutes as the governing authority for the CRA to adopt the Finding of Necessity for the South Monroe Street Study Area by resolution. Staff anticipates that the City will take up this issue, subject to the Board's approval on July 12th, at its meeting on July 13, 2016.

Once the County and City have agreed on the boundary expansion for the GFS District and the City has adopted the Finding of Necessity for the 26 parcels, the formal expansion of the boundaries will be guided in accordance with Chapter 163, F.S. This will include notice to the local taxing authorities regarding the proposed expansion of the GFS District boundaries. At this time, staff anticipates presenting the proposed expansion at the September 28, 2016 City Commission meeting for adoption by ordinance at a Public Hearing on the same date. Following the City Commission's adoption of the ordinance expanding the GFS District by the 26 parcels in

Title: Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

July 12, 2016

Page 6

the South Monroe Street Study Area, the property owners and/or tenants will be eligible to apply for CRA grant assistance.

Options:

1. Accept the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the Greater Frenchtown/Southside Community Redevelopment Area (Attachment #1) and authorize the County Administrator to execute an agreement with the City, in a form to be approved by the County Attorney, governing the expansion of the Greater Frenchtown/Southside Community Redevelopment Area that includes:
 - a. Millage parity for the expanded parcels; and,
 - b. The expiration of the Greater Frenchtown/Southside Community Redevelopment Area in 2030.
2. Do not approve the expansion of the Greater Frenchtown/Southside Community Redevelopment Area.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Finding of Necessity, March 2016.
2. Map of Existing GFS District Boundaries.



City of Tallahassee Community Redevelopment Agency
Greater Frenchtown/Southside
Community Redevelopment Area

**Finding of Necessity for Redevelopment:
South Monroe Street Study Area**

Prepared March 2016

Table of Contents

Executive Summary	2
Methods	4
Results of the Analysis.....	5
<u><i>Deterioration of Site and Other Improvements</i></u>	<u>5</u>
<u><i>No Appreciable Increase in Aggregate Assessed Values</i></u>	<u>6</u>
<u><i>Unsanitary or Unsafe Conditions</i></u>	<u>7</u>
<u><i>Inadequate Street Layout, Parking and Public Transportation Facilities</i></u>	<u>8</u>
Recommendation	10
Appendix A: Block Summaries	11

Executive Summary

The Greater Frenchtown/Southside Community Redevelopment Area (GFS District), originally the Tallahassee Community Redevelopment Area, was established in June 2000 when the City Commission adopted the Greater Frenchtown/Southside Community Redevelopment Plan and established the Greater Frenchtown/Southside Community Redevelopment Trust Fund.

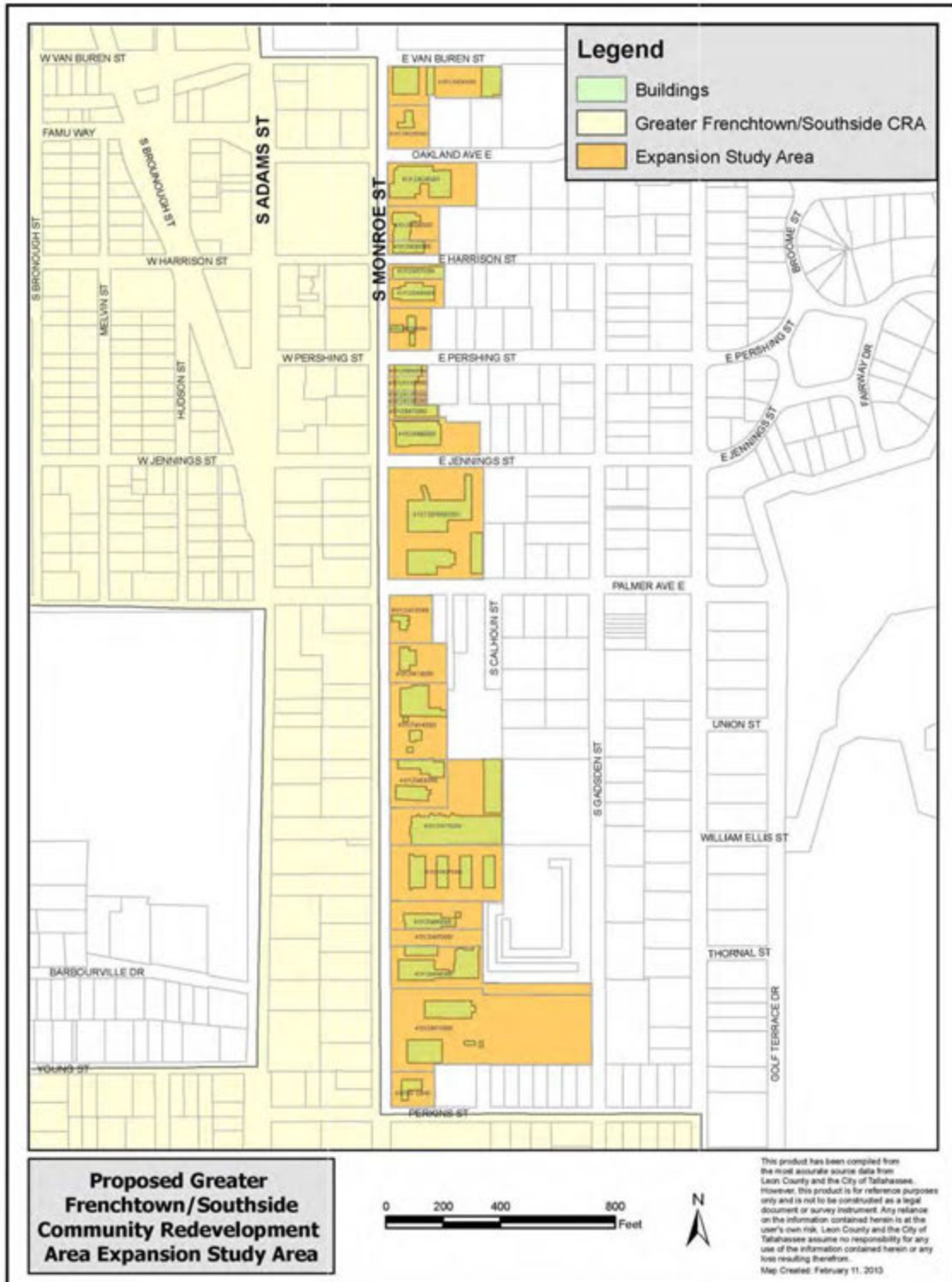
The original GFS District study area included a number of properties that were not part of the adopted boundaries of the district. City Commission concerns over the size of the study area and the impact it might have on City and County tax revenues resulted in the removal of some areas sections of the original study that might have qualified as blighted from the recommended district boundaries. This included some properties on the east side of South Monroe Street, between Van Buren Street and Perkins Street.

The City of Tallahassee Community Redevelopment Agency (CRA) Board directed staff to examine the possibility of expanding the boundaries of the GFS District to include the commercial properties fronting the east side of South Monroe Street between Van Buren and Perkins Streets (the South Monroe Street Study Area, see Map 1). To determine if the South Monroe Street Study area properties meet the definition of blight as defined in Section 163.340(8), Florida Statutes (F.S.), CRA and City staff conducted an analysis of the 26-parcel, six-block South Monroe Street Study Area. The result of that analysis, presented in this Finding of Necessity: South Monroe Street Study Area determined that at least four of the blighting conditions listed in Section 163.340(8), Florida Statutes (F.S.) were evident in the study area. The four blighting conditions are:

- Predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities.
- Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements

The facts presented in this report are the basis for an officially adopted finding of necessity for redevelopment within the South Monroe Street Study Area. A need for redevelopment has been found within the study area and it is recommended that the GFS District boundaries be expanded to include the 26 parcels and six blocks shown on the study area map at page 3.

Map 1
Proposed Greater Frenchtown Southside Community Redevelopment Area Expansion Study Area



Methods

The creation or expansion of a redevelopment area requires an official Finding of Necessity declaring that redevelopment is necessary in the public interest. The purpose of this report is to present the facts relating to a Finding of Necessity for redevelopment within the South Monroe Street Study Area, to evaluate the facts and determine if conditions of blight as defined in Section 163.340(8), F.S., exist within the South Monroe Street Study Area, and to provide recommendations regarding the expansion of the existing GFS District boundary to include the South Monroe Street Study Area.

The methodology for preparing this report included an examination of the physical attributes of the properties in the South Monroe Street Study Area (from the public right-of-way) by CRA staff in January and February 2016, as well through the research of existing public data and reports on conditions in the area. The results of the staff analysis are summarized in this report. To qualify as blighted, the properties had to demonstrate one or more of the 15 definitions of blight listed below from 163.340(8), F.S.

Definition of blight from Section 163.340(8), F.S.: “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

Results of the Analysis

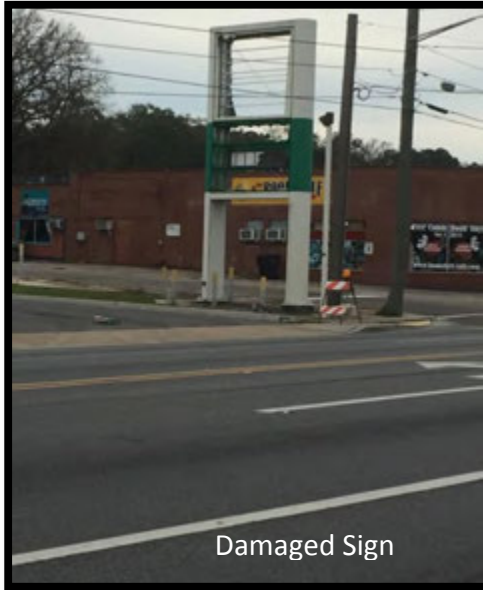
During the analysis of the South Monroe Street Study Area conducted by CRA staff, a number of blight conditions from Section 163.340(8), F.S. were noted on various properties and within the blocks in the study area. However, the four conditions described below were the most prominent and were noted throughout the study area. The existence of four blight conditions within the individual blocks of the study area is sufficient to recommend the official adoption of a finding of necessity for the South Monroe Street Study Area, and to include the study area within the boundary of the existing GFS District.

Deterioration of Site and Other Improvements

Conditions that may lead to deterioration of buildings and site includes broken paving and sidewalks, deficient parking lots, missing curbs, impaired or missing walkways and damaged signage. When a building or site was found to be in exhibiting deteriorating conditions, staff further defined the level of deterioration using the three measures listed below. The level of deterioration is included as part of the block analysis summaries at Appendix A.

- Minor deterioration - defects in the roof, walls, chimney, doors, or windows, such as worn material, cracks and broken glass.
- Major deterioration - defects over a larger area or a combination of defects.
- Dilapidated - major elements are giving way, or virtually no doors and windows, or a combination of major defects.

Deterioration varying from minor to dilapidated was found throughout the area; however, most deterioration appeared to be minor. Deteriorating properties are often indicative of insufficient property income or revenue and, for that reason, tend to become progressively worse. A small number of deteriorating structures are a signal to owners of nearby properties or interested investors, that reinvestment into the properties may be risky, which tends to inhibit private investment in the surrounding area. Deteriorating buildings are often vacant or neglected which makes them vulnerable to misuse, fire hazards, or occupation for criminal purposes. Finally, deteriorating buildings are vulnerable to invasion by vermin and rodents that pose a health danger to the occupants and to nearby residents. For all these reasons, deteriorating buildings and structures contribute to blighting conditions.



Damaged Sign



Building Deterioration



Broken Driveway



Deteriorated Parking Lot

No Appreciable Increase in Aggregate Assessed Values

Section 163.340(8)(b), F.S., states a blighting factors exists when “[a]ggregate assessed values in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.” In its analysis of the study area, CRA staff found that the aggregate assessed property values in the study area did not show any appreciable increase in the five years prior to 2015. In fact, as shown in Table 1, below, the aggregated property values in the study area decreased \$760,316 over the five year period, from a value of \$6,339,830 in 2010 to \$5,639,514 in 2015.

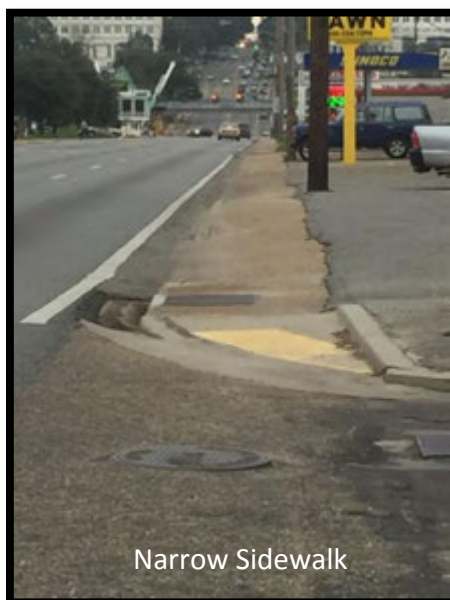
Table 1 Taxable Value of Study Area		
Year	Certified Taxable Value	Annual Change
2010	\$6,399,830	N/A
2011	\$6,064,829	-8.15%
2012	\$5,653,068	-6.79%
2013	\$5,613,696	-0.70%
2014	\$5,606,025	-0.14%
2015	\$5,639,514	0.59%
Average Annual Change		-2.92%

Unsanitary or Unsafe Conditions

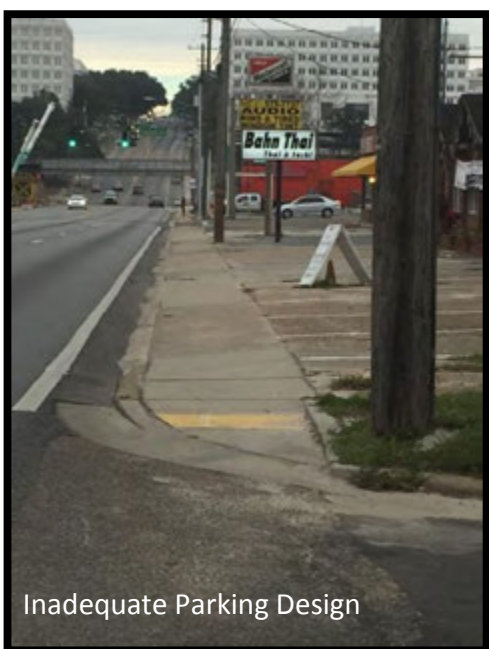
The existence of unsafe conditions in the study area included the lack of sidewalks, narrow sidewalks, the lack of guardrails near steep embankments and inadequate parking designs. There are a number of uncomfortably narrow sidewalks close to high volumes of moving traffic along the study area. In addition, many of the side streets in and adjacent near the study area do not have sidewalks, forcing pedestrians and others to travel along the streets. Outdated parking designs along many of the blocks in the area forces pedestrians, cyclists and others to travel behind parked cars where they are susceptible to street traffic and vehicles backing out of their parking spaces. The lack of a complete pedestrian sidewalk network, mixed with substandard parking designs leads to unsafe conditions for persons with special access needs, pedestrians and cyclists.



Steep Embankment



Narrow Sidewalk



Inadequate Parking Design



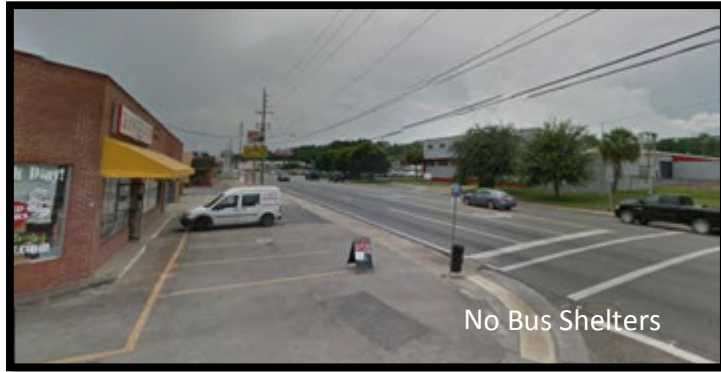
No Sidewalk Connectivity

Inadequate Street Layout, Parking and Public Transportation Facilities

Along the study area there are a number of areas missing curb and sidewalks. Most of the missing curb is due to excessive curb cuts in the study area designed to provide customers to the businesses in the area access to parking. This type of off-street parking is an outdated parking design that affects the safety of pedestrians and others, and can limit private investment and improvement. The area is also has inadequate bus shelters for public transportation patrons. There are no shelters and or seating available

for public transportation users and the bus stops are particularly close to moving traffic. The inadequate street layout and parking design makes it difficult for businesses to attract customers who need parking spaces. The inadequate street layout also makes it difficult for those traveling other than by a private vehicle to both safely travel the area and frequent commercial and retail establishments in the area.



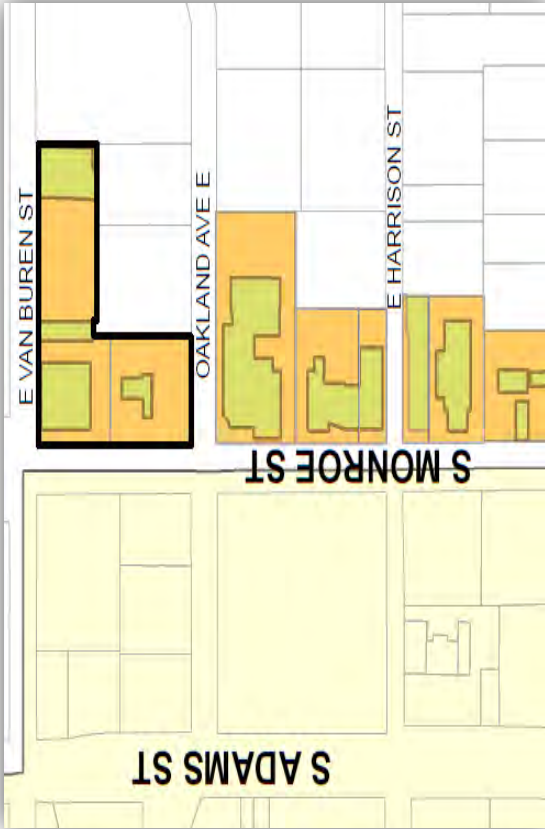


Recommendation

It is recommended that the CRA Board accept this Finding of Necessity for the South Monroe Street Study Area, and that the City of Tallahassee Commission adopt the Finding of Necessity. Further, it is recommended that the CRA Board, Leon County Board of Commissioners and City of Tallahassee Commission, in accordance with the interlocal agreement, approve the expansion of the existing Greater Frenchtown/Southside Community Redevelopment to include the 26 parcels and six blocks contained in the South Monroe Street Study Area.

Appendix A: Block Summaries

Greater Frenchtown Southside Expansion Survey - Block Summary - Block I

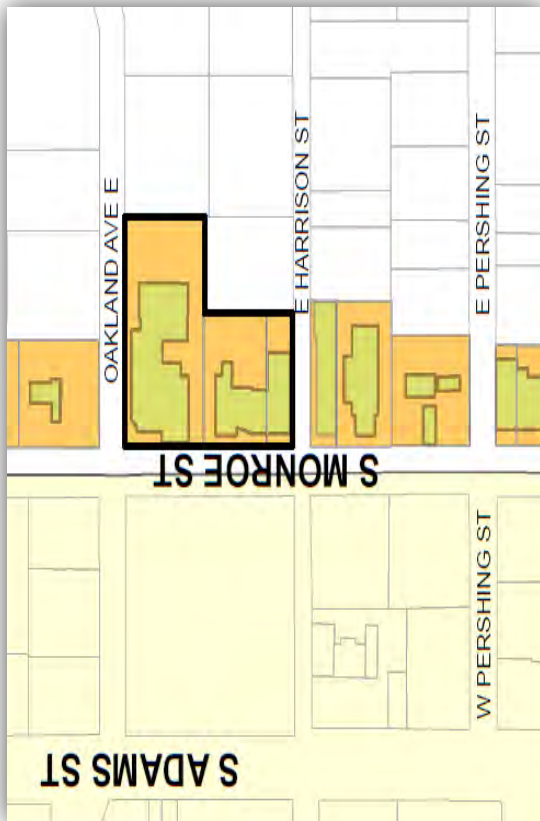


Notes

- No sidewalks: Van Buren, Oakland
- Inadequate sidewalks and multiple curb cuts along Monroe and Oakland
- Deteriorated former BP Gas Station sign

Date	Block	Buildings	Sidewalk missing / inadequate
January 14, 2016	1	4	X
Minor deterioration	Major deterioration X	Dilapidated	Vacant Building / storefront Vacant Lot
Functionally obsolete: Underutilized parcels in relation to building; Overhead Utilities; Outdated buildings; Outdated building density patterns		Inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities - ___X___	
Unsafe Conditions – Narrow sidewalks near high volumes of traffic		___ – Public facilities – no bus shelter	
Site Deterioration: Ground Surface ___ Parking lot ___ Signage X Walkway ___			
Unsanitary/unsafe conditions: Junk car ___ Debris ___ Glass ___ Trash ___ Junk, not cars ___ Other ___			

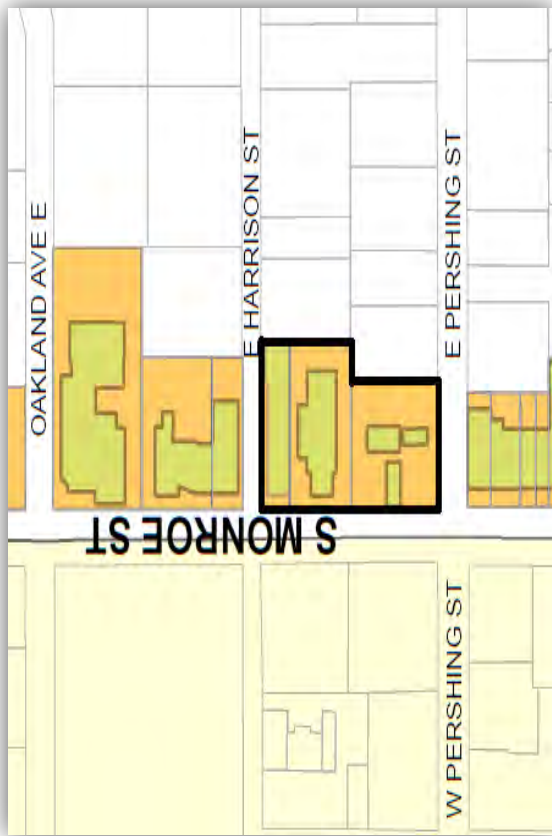
Notes



No Sidewalk: Oakland, Harrison
 Inadequate sidewalks and multiple curb cuts along Monroe
 Parking in front of businesses, direct pull off from Monroe
 Vacant building/suite

Date January 14, 2016	Block 2	Buildings 2	Sidewalk missing / inadequate X
Minor deterioration	Major deterioration	Dilapidated	Vacant Building / storefront X Vacant Lot
Functionally obsolete: Underutilized parcels in relation to building; Overhead Utilities; Outdated buildings; Outdated building density patterns			
Unsafe Conditions – Parking between R.O.W. and building; Pedestrians walking behind parked cars on narrow sidewalks.			
Site Deterioration: Ground Surface ___ Parking lot ___ X ___ Signage ___ Walkway ___			
Unsanitary/unsafe conditions: Junk car ___ Debris ___ Glass ___ Trash ___ Junk, not cars ___ Other ___			

Greater Frenchtown/Southside Expansion Survey - Block Summary - Block 3

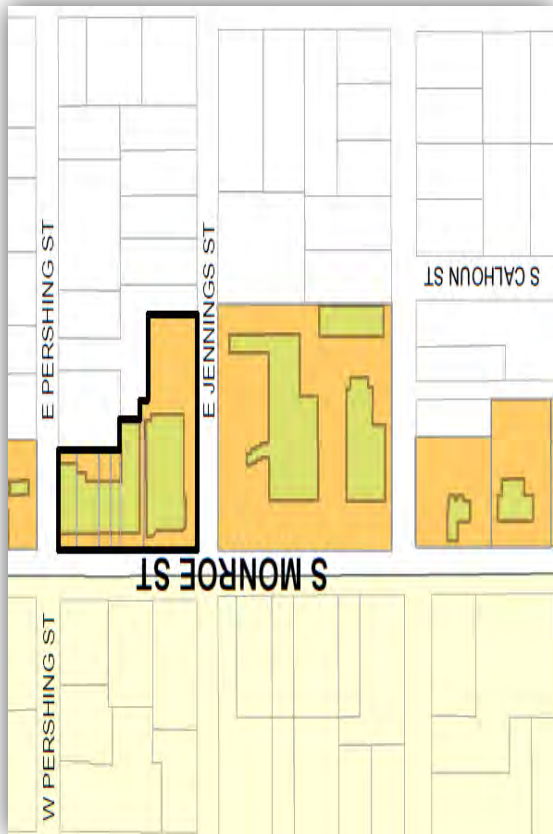


Notes

- No sidewalks: Harrison, Pershing
- Inadequate sidewalks and multiple curb cuts along Monroe
- Underutilized parking area/parking lot

Date January 14, 2016	Block 3	Buildings 5	Sidewalk missing / inadequate X
Minor deterioration	Major deterioration X	Dilapidated	Vacant Building / storefront Vacant Lot
Functionally obsolete: Underutilized parcels in relation to building; Overhead Utilities; Outdated buildings		Inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities - <u> </u> X <u> </u>	
Unsafe Conditions – Parking between R.O.W. and building; Narrow sidewalks near high volumes of traffic		<u> </u> – Public facilities – no bus shelter	
Site Deterioration: Ground Surface <u> </u> X <u> </u> Parking lot <u> </u> X <u> </u> Signage <u> </u> Walkway <u> </u>			
Unsanitary/unsafe conditions: Junk car <u> </u> Debris <u> </u> Glass <u> </u> Trash <u> </u> Junk, not cars <u> </u> Other <u> </u>			

Greater Frenchtown/Southside Expansion Survey - Block Summary - Block 4

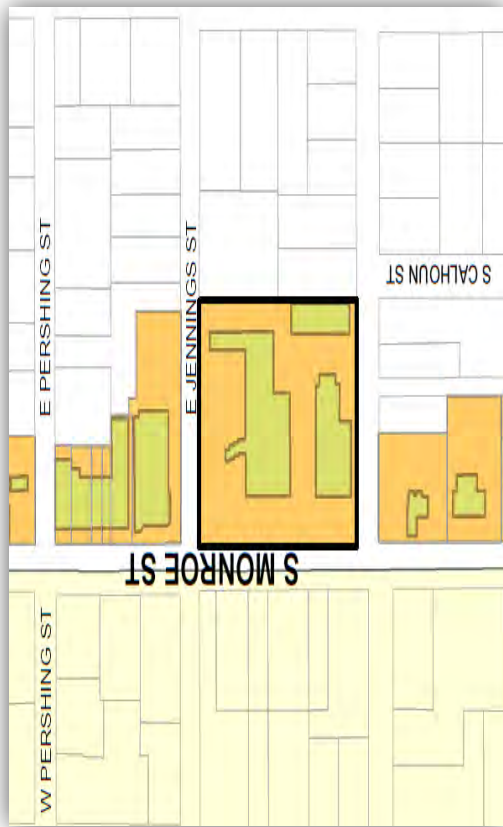


Notes

- Sidewalk missing: Pershing and Jennings
- Inadequate sidewalks and multiple curb cuts on Monroe
- Broken windows
- Junk vehicles and other trash, miscellaneous items
- Deteriorated vehicular use area

Date January 14, 2016	Block 4	Buildings 2	Sidewalk missing / inadequate X
Minor deterioration X	Major deterioration	Dilapidated	Vacant Building / storefront Vacant Lot
Functionally obsolete: Outdated building density; Overhead Utilities; Outdated buildings		Inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities - <u> </u> X <u> </u>	
Unsafe Conditions: Parking between R.O.W. and building; Pedestrians walking behind parked cars on narrow sidewalks		___ - Public facilities - no bus shelter	
Site Deterioration: Ground Surface X Parking lot X Signage ___ Walkway X			
Unsanitary/unsafe conditions: Junk car X Debris ___ Glass ___ Trash ___		Junk, not cars X Other ___	

Greater Frenchtown/Southside Expansion Survey - Block Summary - Block 5



Notes

Sidewalk missing on East Jennings Street and Palmer Avenue

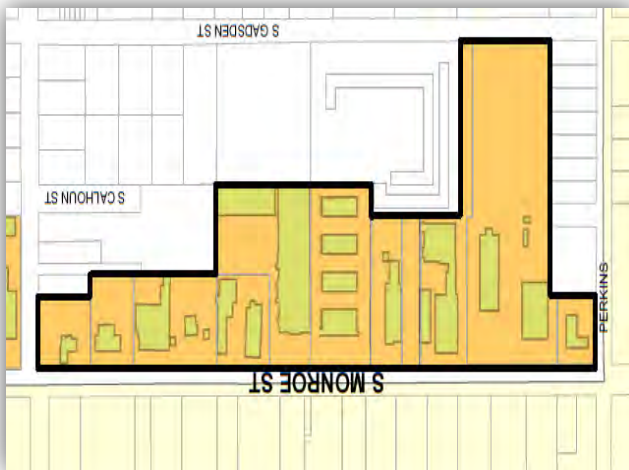
Inadequate sidewalk and multiple curb cuts on Monroe

Boarded windows and dilapidated roof

Deteriorated and underutilized parking/vehicular use area

Date January 14, 2016	Block 5	Buildings 2	Sidewalk missing / inadequate X
Minor deterioration X	Major deterioration	Dilapidated X	Vacant Building / storefront Vacant Lot
Functionally obsolete: Outdated building density			
Unsafe Conditions: Narrow sidewalks near high volumes of traffic			
X – Public facilities – no bus shelter			
Site Deterioration: Ground Surface ___X___ Parking lot ___X___ Signage ___		Walkway ___X___	
Unsanitary/unsafe conditions: Junk car ___ Debris ___ Glass ___ Trash ___ Junk, not cars ___ Other ___			

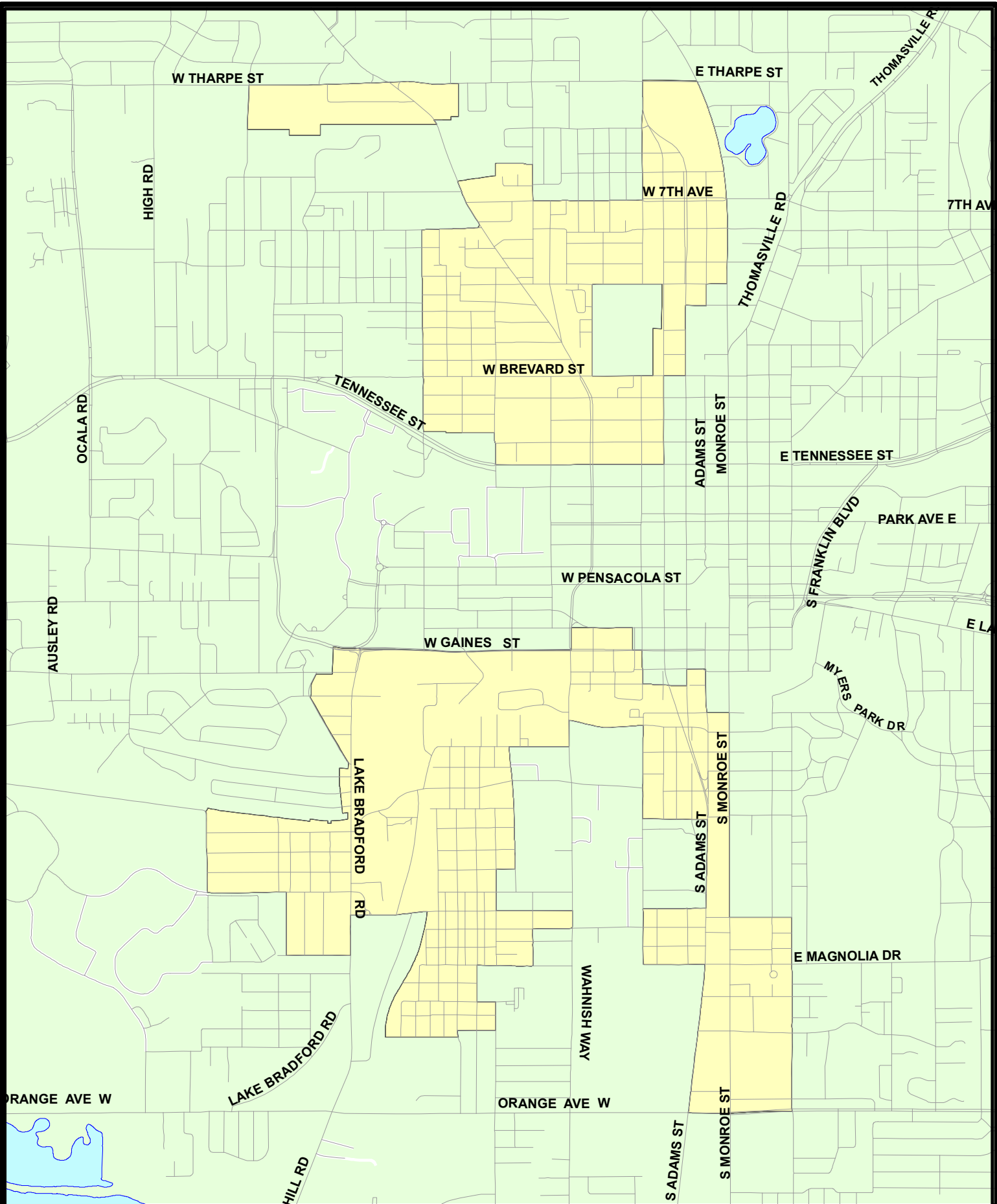
Greater Frenchtown/Southside Expansion Survey - Block Summary - Block 6



Notes

- Inadequate sidewalk and multiple curb cuts on Monroe
- Deteriorated and underutilized parking/vehicular use area
- Unsafe conditions – steep embankment with no guard rails
- Underutilized parcel
- Mold and mildew
- One collapsed roof

Date January 14, 2016	Block 6	Buildings 16	Sidewalk missing / inadequate X
Minor deterioration X	Major deterioration	Dilapidated X	Vacant Building / storefront Vacant Lot X
Functionally obsolete: Underutilized parcels in relation to building; Overhead Utilities; Outdated buildings			
Unsafe Conditions: Narrow sidewalks near high volumes of traffic ___ – Public facilities – no bus shelter			
Site Deterioration: Ground Surface ___ Parking lot ___X___ Signage ___ Walkway ___X___			
Unsanitary/unsafe conditions: Junk car ___ Debris ___X___ Glass ___ Trash ___ Junk, not cars ___X___ Other ___X___			



Greater Frenchtown/Southside Community Redevelopment Area

**Leon County
Board of County Commissioners**


Notes for Agenda Item #29

Leon County Board of County Commissioners

Cover Sheet for Agenda #29

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Designation of a Delegate to Participate in the 8 80 Cities Copenhagen Study Tour from October 3-7, 2016

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director of Planning, Land Management & Community Enhancement Cherie Bryant, Planning Department Manager
Lead Staff/ Project Team:	Megan Doherty, Principal Planner

Fiscal Impact:

This item has no fiscal impact to the County because it is organized by 8 80 Cities and entirely funded by the Knight Foundation.

Staff Recommendation:

Option #1: Board designation of a delegate to participate in the 8 80 Cities Copenhagen Study Tour from October 3 - 7, 2016.

Report and Discussion

Background:

This item seeks the Board's guidance in nominating an individual to serve on an applicant team that will apply and compete for an all-expenses-paid study tour of Copenhagen from October 3 – 7, 2016. This will be the third Copenhagen Study Tour funded by the Knight Foundation for selected civic innovators to participate in a walking and biking tour to study urban design in Copenhagen, Denmark.

Through a competitive application process, Leon County and the City of Tallahassee were one of 13 Knight Communities across the United States that were chosen to participate in in the 2015 Copenhagen Study Tour. Cherie Bryant and Megan Doherty with the County/City Planning Department were selected to represent Leon County and Tallahassee in the 2015 Copenhagen Study Tour. 8-80 Cities, which organized the tour, is a Canada-based non-profit with an international outlook that promotes walking, bicycling, public transit, urban parks and other public spaces as great places for all. The organization, and this program, is dedicated to helping make cities livable for people from 8 to 80 years old, providing independence, safety and access to recreation regardless of the ability to drive.

Copenhagen is considered one of the world's most livable cities due to its pedestrian-friendly downtown, network of bike trails, ubiquitous urban green spaces and abundant public transportation. Upon returning to Tallahassee, staff applied the lessons learned to local bicycle and pedestrian projects. In addition, the Knight Foundation has selected a local community for a demonstration project by the Better Block Foundation to assist in realizing the value and potential of underutilized corridors through temporary transformations. The winning community will be announced later this summer and the project is anticipated for the fall.

The Knight Foundation, which funds this tour and program, describes its mission as supporting “transformational ideas that promote quality journalism, advance media innovation, engage communities and foster the arts...we believe that democracy thrives when people and communities are informed and engaged.” To implement the community engagement piece of their mission, the Knight Community Foundations Program was created to support informed and engaged communities by working with local leaders to implement transformational projects. The program invests in the 26 communities where brothers John S. and James L. Knight owned newspapers, of which Tallahassee and Leon County is one such community. The Program seeks to connect with community leaders in order to build a platform for experimentation and learning. As stated on their website:

“We invest in civic innovators who help cities attract and keep talented people, expand economic opportunity and create a culture of engagement. We believe that the design of places plays an outsize role in achieving these goals. Our foundation has invested more than \$841 million in community initiatives since its creation in 1950. We want our national network of learning to inspire the actions of residents in each of our communities and help us build a better democracy and a successful future.”

Analysis:

According to the Knight Foundation and 8 80 Cities, there is nowhere better in the world to learn how innovative approaches to city building can enrich public life. Accordingly, Copenhagen has been selected by Knight and its partners as a model city for studying walking, biking, and transit. Over the past 30 years, the city has radically transformed its transportation system by focusing on people-first design and a world-class bicycle network. Copenhagen has complemented that system with a sophisticated network of walking streets, public spaces, and effective and efficient public transportation. This study tour allows participants to fully experience the city on two wheels or two feet and learn from world-renowned experts and professionals who play a role in creating great public spaces and mobility systems around the world.

8-80 Cities and the Knight Foundation recently announced they will accept applications for the third Copenhagen Study Tour. The tour will occur October 3 - 7. Last year, as a first time participant, our local delegation was limited to two people. However, as a returning participant this year, three delegates may participate in the 2016 study tour.

The application materials call for a mixed group of leaders from government, non-profit, and private sectors that has influence over public space, walking and biking infrastructure. Since most transportation during the tour is on foot and bicycle, participants must be able to comfortably ride a bike in an urban environment. To further staff development and training, the County Administrator and City Manager have selected Barry Wilcox, Division Manager of Comprehensive Planning and Urban Design in the Planning Department. Staff has been notified that the City's designee will be Commissioner Nancy Miller. This item seeks the Board's guidance for nominating an individual to serve on an applicant team and participate in the 2016 Copenhagen Study Tour.

Team members must be finalized and submitted with the application materials by Monday, July 18. The County/City Planning Department is assisting with application preparation for 2016. On Wednesday, July 27, applicant teams must present to the 8 80 Cities selection panel. Each team will be granted ten minutes for a brief presentation followed by a question and answer session. Winning teams will be notified on Friday, July 29.

8 80 Cities and the Knight Foundation specifically ask that all team members be present for the July 27 presentation (conducted via conference call between 10am and 1pm) and that the following questions be answered:

- If you had the political will and public support, what could your team accomplish in your city to advance biking and walking in 48 months?
- What is your proof that you can get this done?
- If your city has participated in the 2014 or 2015 Study Tour, how did your city apply the lessons learned?

As previously noted, the application materials call for a mixed group of leaders from government, non-profit, and private sectors that has influence over public space, walking and biking infrastructure. The Board may wish to nominate a sitting Commissioner, or a governmental partner vital in the development of public spaces people-first design such as delegate from one of the universities, the Downtown Improvement Authority, or the State of Florida as future investments are deliberated for the urban core of the capital city. Alternatively, the Board may direct the County Administrator to designate the appropriate staff to participate. Based on the Board's action, Planning Department staff will work with the applicant team to finalize application materials and prepare for related grant activities, including the interview and program participation.

Options:

1. Board designation of a delegate to participate in the 8 80 Cities Copenhagen Study Tour from October 3 - 7, 2016.
2. Authorize the County Administrator to identify the appropriate staff person to participate in the 8 80 Cities Copenhagen Study Tour from October 3 – 7, 2016.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #30

Leon County Board of County Commissioners

Cover Sheet for Agenda #30

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney 

Title: Approval of the Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures

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

Fiscal Impact:

This item has no fiscal impact to the County

Staff Recommendation:

Option #1: Approve the Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures (Attachment #1).

Report and Discussion

Background:

On December 9, 2014, during consideration of an Agenda Item on a voluntary annexation, the Board directed the County Attorney to bring back an item outlining the rules and procedures governing the annexation of property into the boundaries of the City of Tallahassee (“City”).

On February 10, 2015, the Board accepted the Staff Report on the Rules Governing Annexation Procedures and directed staff to prepare a proposed amendment to the Tallahassee-Leon County Comprehensive Plan (“Comprehensive Plan”), Intergovernmental Coordination Element, Policy 2.1.4 [I] to allow more time for the Board to review future proposed annexations. On September 15, 2016, the Board reviewed several options and ultimately voted to amend the Comprehensive Plan to require the County and City enter into an interlocal agreement governing annexation procedures. On May 18, 2016, and on May 24, 2016, the City and County respectively voted to amend Policy 2.1.4[I] of the Comprehensive Plan (attachment #2), thereby requiring the City and County enter into an Interlocal Agreement governing annexation procedures.

Analysis:

The proposed Interlocal Agreement governing annexation procedures with the City (attachment #1) effectuates the recent amendment to Policy 2.1.4[I] of the Comprehensive Plan. The proposed Interlocal Agreement provides that when the City receives a request or petition for voluntary annexation, the City will provide notice of the request to the County Administrator. The City must complete an Annexation Plan, consisting of a specific description of the proposed areas to be annexed, an assurance of land use compatibility, the facilities to be provided and the provider for said facilities, how the level of service standards will be met, and the amount of the agreed upon water and/or sewer rebate that would be provided to the annexation petitioner(s). The City must provide the Annexation Plan to the County Administrator, County Attorney, and the County’s Director of Development Support and Environmental Management not less than twenty days before the City’s first reading of the ordinance considering such annexation, but in no event less than five days before the next regularly scheduled Board of County Commissioners meeting. The Board shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a public meeting prior to the adoption of the annexation ordinance by the City Commission, and such comments will be provided to the City Manager at least five days prior to the public hearing on the annexation ordinance.

The Interlocal Agreement provides for dispute resolution in the event that the County objects to a proposed voluntary annexation. Should the County object to a proposed annexation, the County Administrator and City Manager or their designees shall meet and confer to discuss the areas of concern expressed by the County. If the joint meeting does not resolve the dispute, the City and County shall submit the dispute to mediation. In the event the County continues the object to the proposed annexation, then the County or the City may pursue whatever remedies may be available at law.

Involuntary annexation is not addressed by the Interlocal Agreement and is instead governed by Chapter 171, Florida Statutes. For an involuntary annexation, the annexation ordinance adopted by the City must be submitted to a vote of the registered electors of the proposed area to be annexed before the area can be annexed. Additionally, the City Commission may choose to also

submit the annexation ordinance to a separate vote of the registered electors of the annexing municipality; this is called a dual-referendum and the annexation ordinance must pass both referendums to be adopted.

Options:

1. Approve the Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures (Attachment #1).
2. Do not approve the Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures.
3. Board Direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Interlocal Agreement between the City of Tallahassee and Leon County for Annexation Procedures.
2. Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4.[I].

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY FOR ANNEXATION PROCEDURES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2016, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”) and the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”).

RECITALS

WHEREAS, On May 18, 2016, and on May 24, 2016, the City of Tallahassee City Commission and the Leon County Board of County Commissioners respectively approved an amendment to Policy 2.1.4 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan governing annexation of properties into the City of Tallahassee;

WHEREAS, Policy 2.1.4 provides that the County and the City shall set out procedures for annexation by an interlocal agreement; and

WHEREAS, the County and the City desire to enter into an agreement to set out such procedures for annexation.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained and set forth, and obligations herein contained, and subject to the terms and conditions herein stated, the City and County hereby agree as follows:

1. City Annexation Plan. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan for annexation (“City Annexation Plan”) setting forth the schedule for the delivery of City-provided urban services to the property subject to annexation and which shall include:
 - a. A specific description of the proposed areas to be annexed, including the annexation of right-of-ways, if any;
 - b. An assurance of land use compatibility;
 - c. The facilities to be provided and the provider for such facilities;
 - d. How level of service standards will be met;
 - e. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

2. Voluntary Annexation. When the City receives a petition for voluntary annexation, it will provide notice of the petition, together with the parcel number(s) and ownership information available from the Leon County Property Appraiser, to the relevant City departments for official review and comment, and to the County Administrator. The City Annexation Plan

together with the petition for each annexation shall be provided by the City to the County Administrator, the County's Director of Development Support and Environmental Management and the County Attorney, and shall be provided at least twenty (20) calendar days before the first reading of the ordinance considering such annexation, where such period shall also be at least five (5) calendar days before the next regularly scheduled Board of County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation ordinance(s) by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation ordinance(s).

3. County objections to proposed annexation. In the event that the County objects to the annexation, the City Manager and County Administrator, or their designees, shall meet and confer and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed thirty (30) days for the purpose of holding the joint meeting. Should the joint meeting resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith. In the event the County continues to object to the proposed annexation following the joint meeting, the City and County shall submit the dispute to mediation. The expense of a mutually acceptable mediator shall be divided equally between the City and County. The City shall delay the annexation process for a period not to exceed sixty (60) days for the purpose of conducting the mediation proceedings. The City Manager and the County Administrator shall represent the parties at the mediation. Should the mediation resolve the dispute, such resolution shall be reduced to writing and presented to the City Commission and County Commission for appropriate action consistent therewith. In the event the County continues to object to the proposed annexation, then either party may pursue whatever remedies may be available at law, in equity, or otherwise.
4. Dispute Resolution. Any dispute arising under this Agreement, which is not the subject of the procedures set out in section 3, shall be subject to the procedures set out in this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as alternative dispute resolution processes are set forth in section 3 and section 4.
 - a. The aggrieved party shall give written notice to the other party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
 - b. Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss

- and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.
- c. If a dispute is not resolved by the foregoing step, within forty-five (45) days after delivery of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall be certified in accordance Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either party can request that a mediator be selected by the American Arbitration Association, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.
 - d. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then, upon the agreement of both parties, such dispute may be referred to binding arbitration; otherwise, each party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
 - i. Such arbitration shall be initiated by delivery, from one party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.
 - ii. Within ten (10) days following the delivery of such Arbitration Notice, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

- iii. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.
5. Termination. This Agreement shall remain in effect unless terminated by mutual consent of the parties.
6. General provisions.
 - a. Governing law and venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida. The parties waive the right to trial by jury in any litigation arising from, concerning or relating to this Agreement.
 - b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
 - c. Modification. This Agreement shall not be modified, except in writing duly executed by the parties hereto.
 - d. Entire agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matter are superseded by this Agreement.
 - e. Ambiguity. This Agreement has been negotiated by the parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any party as the author hereof.
 - f. Costs and Attorney's Fees. In the event of litigation between the parties to construe the terms of this Agreement or otherwise arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable costs and attorney's fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.
 - g. Severability. It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.
7. Effective date. This Agreement shall be effective on the date of the last approval hereof.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this _____ day of _____, 2016.

CITY OF TALLAHASSEE

LEON COUNTY, FLORIDA

By: _____
Andrew Gillum, Mayor

By: _____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
James O. Cooke, IV
City Treasurer-Clerk

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

By: _____

Approved as to form:
City Attorney's Office

Approved as to form:
County Attorney's Office

By: _____
Lewis E. Shelley, Esq.
City Attorney

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

Policy 2.1.4: [I]

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee. The Interlocal Agreement for Annexation Procedures shall include:

- a. Annexation review policies and procedures that allow the County not less than 20 days prior to the first reading of the ordinance considering such annexation(s) to review the proposed annexation(s);
- b. Dispute resolution procedures should the County object to any proposed annexation;
- c. The requirement for a City Annexation Plan prior to the passage of any ordinance for annexation which shall include, at a minimum, a specific description of the proposed areas to be annexed, an assurance of land use compatibility, the schedule for the delivery of City-provided urban services to the area proposed for annexation, how the level of service standards will be met, the facilities to be provided and the responsible entity for said facilities, and, in the event of a voluntary annexation, the amount of any agreed upon water and/or sewer rebate that would be due to the petitioner.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #31

Leon County Board of County Commissioners

Cover Sheet for Agenda #31

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee, and the Council on Culture & Arts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Mary Smach, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

See next page.

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 2

Staff Recommendation:

- Option #1: The full Board to consider the appointment of four members to the Big Bend Health Council for a term of two years, ending July 31, 2018. The eligible applicants are: April Moore, June Wiaz, William McCort and Stephen Rollin.
- Option #2: The full Board to consider the appointment of one member to the Board of Adjustment & Appeals for a term ending June 30, 2019. The eligible applicants are: Jeff Blair and Paul Patronis.
- Option #3: The full Board to consider the appointment of three members to the Canopy Roads Citizens Committee: two members for terms ending October 31, 2018 and one member for a term ending October 31, 2019. The eligible applicants are: Marie Cowart, Katie Britt, Pierce Todd Wither, Ken Schilling, Michael Thomas, Sarah Barrett and Tabitha Frazier.
- Option #4: The full Board to consider the appointment of one member to the Community Health Coordinating Committee for a term ending September 30, 2017. The eligible applicant is Mike Hill.
- Option #5: The full Board to consider the appointment of one member to the Development Support & Environmental Management Citizens User Group for a term of three years, ending September 30, 2019. The eligible applicant is Mathew Tharpe.
- Option #6: The full Board to consider the reappointment of one member to the Educational Facilities Authority for a term of five years, ending July 31, 2021. The eligible applicant is Dennis Bailey.
- Option #7: The full Board to consider the reappointment of one member to the Investment Oversight Committee for a term of three years, ending July 31, 2019. The eligible applicant is Michael Kramer.
- Option #8: The full Board to consider the appointment of one member to the Council on Culture & Arts for the remainder of the resigning member's term, ending September 30, 2017. The eligible applicants are: Elizabeth Ricci and Kati Schardl.

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 3

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 to fill vacancies.

Analysis:

Big Bend Health Council

Purpose: Provide for local representation in planning and evaluating health needs of a regional 14-county service district.

Composition: Twenty-one members from 14 counties: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla, and Washington. Members serve two-year terms, ending July 31. Leon County has four appointments; one health care provider, two health care purchasers and one non-governmental health care consumer. One of the four should represent the elderly.

Vacancies: All four seats representing Leon County have terms expiring on July 31, 2016. Cathy Adkison and Bill Wertman are not seeking reappointment. April Moore and June Wiaz are both seeking reappointment (Attachments #1 & #2) and the council indicates that their past attendance has been good. Term is for two years. Applications have been received from William McCort and Stephen Rollin and both are eligible. See table #1.

Table #1 – Big Bend Health Council

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
April Moore	7/31/2016	3.	April Moore	Full Board to make four appointments: Term expires 7/31/2018
June Wiaz	7/31/2016	4.	June Wiaz	
Cathy Adkison	7/31/2016	5.	William McCort	
Bill Wertman	7/31/2016	6.	Stephen Rollin	

Board of Adjustment and Appeals (BOAA)

Purpose: The BOAA is responsible for determining appeals of code-related land development request (LDRs) interpretations and granting variances to the provisions of the LDRs based on documented hardship.

Composition: There are nine members - three from the County plus an alternate, three from the City plus an alternate, and one appointed alternately by the County and City. Members serve three (3) year terms, expiring June 30. According to the BOAA's Bylaws, members shall not serve more than two full consecutive terms on the Board, whether appointed by the County Commission or the City Commission.

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 4

Vacancies: The term of member Ryan Wetherell expires on June 30, 2016. Mr. Wetherell has served two terms and is not eligible for reappointment due to term limits. Term is for three years. Applications were received from Jeff Blair and Paul Patronis and both are eligible. See Table #2.

Table #2. Board of Adjustment and Appeals (BOAA)

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Ryan Wetherell	6/30/2016	7 8	Jeff Blair Paul Patronis	Full Board to make one appointment: Term expires 6/30/2019

Canopy Roads Citizens Committee

Purpose: The Committee makes recommendations to the County and City 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, and enhance the Canopy roads.

Composition: The Committee has eight members; four appointed by the County and four appointed by the City. Members serve three-year terms, expiring on October 31. 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. Additionally, the full Board appoints a County Commissioner to serve as an ex-officio, non-voting member.

Vacancies: There are three vacancies. One vacancy is due to the resignation of Robert Farley whose term expires October 31, 2016 (Attachment #9). The two additional vacancies are the result of terms having expired on October 31, 2015: James Billingsly, who is not seeking reappointment and Tabitha Frazier who is seeking reappointment. Applications have been received and Table #3 lists the eligible applicants.

Table #3: Canopy Roads Citizens Committee

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Robert Farley James Billingsley Tabitha Frazier	10/31/2016 10/31/2015 10/31/2015	10. 11. 12. 13. 14. 15. 16.	Marie Cowart Katie Britt Pierce Todd Wither Ken Schilling Michael Blair Thomas Sarah Barrett Tabitha Frazier	Full Board to make three appointments: 1. Term expires 10/31/2019 2. Term expires 10/31/2018 3. Term expires 10/31/2018

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 5

Community Health Coordinating Committee

Purpose: The committee provides public input in the matter of the healthcare status of the Leon County Community and its citizens to staff. They serve as a hub of information and serve as an essential element in coordinating existing community partners. The community operates as a Focus Group.

Composition: The advisory committee has nine members each representing a specific agency or organization who serves a continuous term.

Vacancy: The vacancy is for a member who is a representative from the Big Bend Health Council. An application has been received from Mike Hill and he is eligible. See Table #4.

Table #4: Community Health Coordinating Committee

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Representative from the Big Bend Health Council	9/30/2017	17.	Mike Hill	Full Board to make <u>one</u> appointment: Term expires 9/30/2017

Development Support & Environmental Management Citizens User Group (User Group)

On September 2, 2014, the Board adopted an Enabling Resolution 14-37, to reauthorize the Development Support & Environmental Management Citizen's User Group as a standing Focus Group.

Purpose: The purpose of the User Group is to provide the Board recommendations regarding proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance, as requested by the Board and staff.

Composition: The User Group has fourteen (14) members, with each Commissioner appointing one at large member and the full Board appointing seven (7) members.

Vacancies: The vacancy is for a member who represents a business association or organization, and it has not been filled since adopting the enabling resolution. An application from Mathew Tharpe was submitted and he is eligible. See Table #5.

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 6

Table #5: Development Support & Environmental Management Citizens User Group

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Member who represents a business association or organization	3 year term expiring on Sept. 30	18.	Mathew Tharpe	Full Board to make <u>one</u> appointment: Term expires 9/30/2020

Educational Facilities Authority (EFA)

Purpose: The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects.

Composition: There are seven members appointed by the full Board, with each member serving a term of five (5) years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. Currently, Chairman Lindley, appointed by the full Board, serves as a liaison for a two-year term.

Vacancies: The term for member Dennis Bailey, the representative for higher education, will expire on July 31, 2016. Dennis Bailey is eligible and is seeking reappointment (Attachment #19) and the Authority indicates his past attendance has been good. Term is for five years. Mr. Bailey's application is included as Attachment #20. See Table #6.

Table #6: Educational Facilities Authority

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Dennis Bailey	7/31/2016	20.	Dennis Bailey	Full Board to make <u>one</u> appointment: Term expires 7/31/2021

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 7

Investment Oversight Committee

Purpose: Reviews and recommends changes in investment practices of Leon County; reviews the County's portfolio activity for compliance with the investment plan; reviews investment policies and makes recommendations to the Board for amendments.

Composition: Members serve three-year terms, expiring July 31. The membership consists of five members; three appointed members – two from the Board and one from the Clerk’s office, the County Administrator or designee, and the Clerk of Courts or designee.

Vacancies: The terms of Stan Barnes and Michael Kramer expired July 31, 2016. Stan Barnes has served three terms and is therefore not eligible for reappointment due to term limits. Michael Kramer is eligible and seeking reappointment (Attachment #21) and the committee indicates that his past attendance has been good. Term is for three years. Michael Kramer’s application is included as Attachment #22. See Table #7.

Table 7: Investment Oversight Committee

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Michael Kramer	7/31/2016	22.	Michael Kramer	Full Board to make <u>one</u> appointment: Term expires 7/31/2019

Council on Culture & Arts (COCA)

Purpose: The responsibility of COCA is to administer the cultural and capital grants programs on behalf of the County, coordinate and disseminate information regarding cultural events and opportunities.

Composition: COCA has 17 members – eight citizen appointees by the Board, seven citizen appointments by the City, one City Commissioner, and one County Commissioner. Members serve four-year terms, expiring September 30. The County has one appointment from each of the following categories: Business, Heritage, Marketing, Practicing Artist, Tourism, Volunteer, and two At-Large members. No Council member may serve more than two full terms.

Vacancy: Mr. Stephen Hogge, At-Large Member, resigned December, 2015. COCA is required to forward/recommend three names for each vacancy. The COCA Nominating Committee has forwarded a letter with the names recommended for the At-Large vacancy (Attachment #23). The Board appointed Jay Revell at the April 12, 2016 Board Meeting, but Mr. Revell has declined his appointment to the Council on Culture & Arts. Therefore, COCA asks that the Board consider appointing one of their other two nominees: Elizabeth Ricci and Kati Schardl. See Table #8

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 8

Table #8: Council on Culture and Arts

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Stephen Hogge*	9/30/2017	23. 23.	Elizabeth Ricci Kati Schardl	Full Board to make <u>one</u> appointment: Term expires 9/30/2017

**The Board appointed Jay Revell at the April 12, 2016 Commission meeting, however, Mr. Revell has declined the appointment.*

Options:

1. The full Board to consider the appointment of four members to the Big Bend Health Council for a term of two years, ending July 31, 2018. The eligible applicants are: April Moore, June Wiaz, William McCort and Stephen Rollin.
2. The full Board to consider the appointment of one member to the Board of Adjustment & Appeals for a term ending June 30, 2019. The eligible applicants are: Jeff Blair and Paul Patronis.
3. The full Board to consider the appointment of three members to the Canopy Roads Citizens Committee: two members for terms ending October 31, 2018 and one member for a term ending October 31, 2019. The eligible applicants are: Marie Cowart, Katie Britt, Pierce Todd Wither, Ken Schilling, Michael Thomas, Sarah Barrett and Tabitha Frazier.
4. The full Board to consider the appointment of one member to the Community Health Coordinating Committee for a term ending September 30, 2017. The eligible applicant is Mike Hill.
5. The full Board to consider the appointment of one member to the Development Support & Environmental Management Citizens User Group for a term of three years, ending September 30, 2019. The eligible applicant is Mathew Tharpe.
6. The full Board to consider the reappointment of one member to the Educational Facilities Authority for a term of five years, ending July 31, 2021. The eligible applicant is Dennis Bailey.
7. The full Board to consider the reappointment of one member to the Investment Oversight Committee for a term of three years, ending July 31, 2019. The eligible applicant is Michael Kramer.
8. The full Board to consider the appointment of one member to the Council on Culture & Arts for the remainder of the resigning member's term, ending September 30, 2017. The eligible applicants are: Elizabeth Ricci and Kati Schardl

Title: Consideration of Full Board Appointments to the Big Bend Health Council, Board of Adjustment and Appeals, Canopy Roads Citizens Committee, Community Health Care Coordinating Committee, Development Support & Environmental Management Citizens User Group, Educational Facilities Authority, the Investment Oversight Committee and the Council on Culture & Arts

July 12, 2016

Page 9

Recommendation:

Options #1, #2, #3, #4, #5, #6, #7 and #8.

Attachments:

1. Moore email
2. Wiaz email
3. Moore Application
4. Wiaz Application
5. McCort Application
6. Rollin Application
7. Blair Application
8. Patronis Application
9. Farley resignation
10. Cowart Application
11. Britt Application
12. Wither Application
13. Schilling Application
14. Thomas Application
15. Barrett Application
16. Frazier Application
17. Hill Application
18. Tharpe Application
19. Bailey email
20. Bailey Application
21. Kramer email
22. Kramer Application
23. COCA letter, Ricci & Schardl Applications

From: "Moore, April" <admoore2@fsu.edu>
To: Mary Smach <SmachM@leoncountyfl.gov>
Date: 6/23/2016 8:41 AM
Subject: RE: Big Bend Health Council

Thanks Mary!

April Moore, M.Ed.
assistant director
wellness education & member outreach
fsu campus recreation
2202C | 960 learning way | tallahassee, florida 32306
office: 850-645-0603
admoore2@fsu.edu<mailto:admoore2@fsu.edu>

find what moves you
[cr07-spsolidred] <<http://fsu.campusrec.com/>>

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]
Sent: Wednesday, June 22, 2016 5:46 PM
To: Moore, April <admoore2@fsu.edu>
Subject: Fwd: Big Bend Health Council

Hi April,

It was a pleasure speaking with you yesterday. As per our conversation, I understand that you would like to be reappointed to the Council. I will include your reappointment in our agenda item for the July 12th meeting.

Thank you for your time,

Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311

www.leoncountyfl.gov<<http://www.leoncountyfl.gov/>>

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

>>> Mary Smach 6/16/2016 5:23 PM >>>
Dear Ms. April Moore,

On behalf of the Board of County Commissioners, I want to thank you for serving as one of the Leon County appointees to the Big Bend Health Council. Your current term expires July 31, 2016, and we would appreciate knowing if you are interested in serving another term.

Please let us know as soon as possible so that we may include the reappointment on our agenda for the July 12th Board of County Commissioners meeting.

In addition, if you are seeking reappointment, we are currently seeking a representative from the Big Bend Health Council to serve on our Community Health Coordinating Committee. If you are interested, please visit our website:
<http://cms.leoncountyfl.gov/committees/detail.asp?id=121>

Regards,

Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301


From: June Wiaz <JWiaz@comcast.net>
To: Mary Smach <SmachM@leoncountyfl.gov>
Date: 6/22/2016 9:00 AM
Subject: Re: Big Bend Health Council

Hi, Mary --
I'm interested in being reappointed to the Big Bend Health Council. Thank you for asking!

June

> On Jun 16, 2016, at 5:26 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:
>
> Dear Ms. Jill Wiaz,
>
> On behalf of the Board of County Commissioners, I want to thank you for serving as one of the Leon County appointees to the Big Bend Health Council. Your current term expires July 31, 2016, and we would appreciate knowing if you are interested in serving another term.
>
> Please let us know as soon as possible so that we may include the reappointment on our agenda for the July 12th Board of County Commissioners meeting.
>
> In addition, if you are seeking reappointment, we are currently seeking a representative from the Big Bend Health Council to serve on our Community Health Coordinating Committee. If you are interested, please visit our website:
> <http://cms.leoncountyfl.gov/committees/detail.asp?id=121>
>
> Regards,
>
> Mary Smach
> Agenda Coordinator
> Leon County Administration
> 301 S. Monroe St. Suite 502
> Tallahassee, FL 32301
> 850-606-5311
>
> www.leoncountyfl.gov
>
> "People Focused. Performance Driven"
>
> Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: April Moore		Date: 6/20/14
Home Phone: 850-556-1266	Work Phone: 850-645-0603	Email: admoore2@fsu.edu
Occupation: Assistant Director- Fitness & Movement Clinic	Employer: Florida State University	
Please check box for preferred mailing address. Work Please		
<input checked="" type="checkbox"/> Work Address: 118 Varsity Way		
City/State/Zip: Tallahassee, FL 32306		
<input checked="" type="checkbox"/> Home Address (<i>Required to determine County residency</i>): 2005 F North Meridian Rd		
City/State/Zip: Tallahassee, FL 32303		
Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Do you own property in Leon County? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, is it located within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
For how many years have you lived in and/or owned property in Leon County? 2 years		
Are you currently serving on a County Advisory Committee? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) are you a member? _____		
Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) have you served? _____		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Big Bend Health Council 2nd Choice: Community Health Coordinating Committee		
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: _____		
<i>If you are appointed to a Committee, you are expected to attend regular meetings.</i>		
How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input checked="" type="checkbox"/> 4 or more		
And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more		
What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night		
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.		
Race: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other		
Sex: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female Age: 30 Disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input type="checkbox"/>		

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Occupation encompasses: Health, Wellness, Recreation, preventative health, therapy; Currently oversee Wellness Coordinator, Wellness Coaches and Campus Rec Athletic Trainers; Current Co-Chair of National Intramural-Recreational Sports Association (NIRSA) Health & Wellbeing Commission; Current Chair of FSU Nutrition and Fitness Strategic Health Team; Current member of Tallahassee Working Well Committee; Past Chair of National Association of Student Personnel Administrators (NASPA) Health and Wellness Knowledge Community; various presentations and publications related to subject; please see resume attached for more comprehensive education, position, presentation, other information

References (you must provide at least one personal reference who is not a family member):

Name: Amy Magnuson Telephone: 850-644-8868

Address: 960 Learning Way, Tallahassee, FL 32306

Name: George Brown Telephone: 205-348-3994

Address: U of Alabama Recreation, 401 5th Ave East, Box 870373, Tuscaloosa, AL 35487

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? 9 Yes 9 No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? 9 Yes 9 No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? 9 Yes 9 No If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? 9 Yes 9 No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? 9 Yes 9 No If yes, please explain. _____

Do you or your employer, or your spouse or child or their employers, do business with Leon County? 9 Yes 9 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? 9 Yes 9 No

If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

APRIL MOORE

•2005F NORTH MERIDIAN ROAD • TALLAHASSEE, FL 32303•
•MOBILE: (850)556-1266 • EMAIL: ADMOORE2@FSU.EDU•

EDUCATION & CERTIFICATIONS

University of West Florida (UWF), Pensacola, FL

Masters of Education in College Student Personnel Administration, May 2009

Bachelors of Science in Hospitality, Recreation, and Resort Management, August 2007

American Red Cross

CPR, First Aid for Professional Rescuer Instructor Certified, 2012-2014

PROFESSIONAL EXPERIENCE

Assistant Director – Fitness & Movement Clinic (FMC)

Florida State University (FSU): May 2012-present

Administrative Responsibilities:

- Oversee day-to-day operations of Fitness & Movement Clinic (FMC) (12,088 sq ft) and Bobby E. Leach Center (100,000+ sq ft)
- Assist in long-term strategic planning and providing vision for FMC and for integrated health and wellness programs for FSU
- Directly manage a \$480,000 program budget
- Led department in researching and obtaining online payment system- CyberSource/Authorize.net
- Develop appropriate reports and summaries of business operations for director
- Implemented new recreation management software- Innosoft Fusion- for all of Campus Recreation
- Coordinate membership sales, locker rentals, Pro Shop sales, and equipment checkout for recreation
- Develop plans for Other Capital Outlay purchases and equipment replacement
- Responsible for approving student employee payroll and maintaining up-to-date employee records

Personnel Management and Development:

- Supervise and direct the Wellness Coordinator, Recreation Membership Coordinator, (3) Athletic Training Graduate Assistants, FMC Skilled Trade Worker, and FMC Custodial Staff
- Directly oversee FMC Customer Service desk student staff and Building Supervisors (approx.. 50 students)
- Developed student leadership positions: Student Director of Accounting, Student Director of Human Resources, Student Director of Development, and Student Director of Employee Conduct
- Administer all FMC staff trainings and in-services; assist with Leach trainings and in-services

Collaborative Partnerships and Committees:

- Lead and advance collaborative relationships and initiatives between Wellness, Athletic Training, Physical Therapy, Health Clinic, and other FSU departments
- Collaborate with fitness to provide comprehensive health and exercise programs
- Maintain ongoing relationships with vendors and outside companies to ensure maintenance and upgrades of products and equipment
- Designed and Implemented Certified Athletic Training Program in collaboration with Athletic Training Academic Department and Sport Club Coordinator
- Serve on Campus Recreation Student Development Committee and Risk Management Committee
- Formal Hearing Officer for Office of Student Rights and Responsibilities
- Co-Chair for Campus Rec All-Staff Leadership Trainings 2013-2014
- Chair of National Intramural-Recreational Sports Association 2014 State Summit Planning Committee
- Represent Campus Rec at Manual Medicine meetings (involves all Wellness Center stakeholders)

Facility Design and Construction:

- Assisted with final planning of construction of Health & Wellness Center- innovative & collaborative building with partners from Wellness, Health Clinic, Specialty Clinics, Chiropractors, Athletic Training, Physical Therapy, Academic Nursing Program, Health Testing, and Psychiatry Clinic
- Opened the FMC within Health & Wellness Center: made equipment purchasing decisions, worked with building contractors and equipment vendors, developed grand opening policies and procedures for facility (including employee, patron, risk management, monetary operations, and other policies)

Initiatives, Program Oversight, Assessment:

- Oversee Campus Rec Wellness Coordinator and Programs, as well as campus recreation outreach, wellness programming and testing services
- Chair of FSU Healthy Campus 2020 Fitness/Nutrition Strategic Planning Committee
- Explore comprehensive wellness initiatives for students, faculty, and staff
- Use tools, worksheets, and national objectives to compare baseline data (NCHA-II, Core, and CDC) for FSU to nationwide health data
- Implement various programming initiatives including marketing campaigns, wellness fairs, and other committee wellness ideas
- Work in conjunction with Human Resources to develop Institutional Review Board-approved Health Risk Appraisal similar to National College Health Assessment II for faculty/staff that incorporates Healthy Campus 2020 faculty/staff objectives

National Co-Chair: Health & Wellbeing Commission

National Intramural-Recreational Sports Association (NIRSA), March 2012- present

- Serve on NIRSA Strategic Values Steering Committee
- Direct the work of commission members across the country
- Collaborate with other Commission Chairs and Board of Directors to strategically plan NIRSA goals and objectives
- Facilitate conference calls, set agendas and record minutes for Commission
- Communicate with NIRSA National Board and other NIRSA Commissions through conference calls, administrative reports and updates
- Co-wrote and revised white paper introducing new NIRSA wellness visual model with approach through theories of : Dimensions of Wellness and Socio-Ecological Model for Health
- Administered national Health & Wellbeing half-day preconference for NIRSA and ACPA in March 2013 at Annual Meeting in Las Vegas, Nevada

National Co-Chair: Health in Higher Education Knowledge Community

National Association for Student Personnel Administrators (NASPA): May 2011- May 2013

- Facilitated conference calls, set agendas, and record minutes for HHEKC National Leadership Team
- Communicated with National NASPA Board and Region III NASPA Board through administrative reports and updates
- Collaborated with Graduate Student Knowledge Community (GSKC) as well as American College Health Association (ACHA) to host free graduate student/mental health webinar series
- Communicated health and wellness current events , trends, and policy updates to NASPA community, Knowledge Community, and social media followers
- Planned and administered 2012 National HHEKC Preconference in Phoenix, Arizona: March 2012
- Coordinated national HHEKC business meeting: March 2011, March 2012, March 2013
- Participated in strategy conference calls with ACHA leadership
- Participated in monthly national NASPA KC Leadership Calls
- Maintained HHEKC budget
- Prepared all marketing and advertising materials for pre-conference and general KC advertising
- Created and managed social media (Facebook and Twitter) for HHEKC

Recreation Facility and Personnel Development Coordinator

University of West Florida: July 2011-May 2012

Administrative Responsibilities:

- Oversaw day-to-day operations of Health, Leisure, and Sports Facility (108,000sq ft), Athletic Field House (54,000 sq ft), and University Park (16.2 acres)
- Planned, schedule, and coordinated special events in all Recreation, Athletic, and University Park facilities (approx. 7500 special events/year)
- Directly managed a \$190,000 program budget, assisted in preparation of \$1.3 million departmental budget
- Created and maintained facility operation policies, special event and reservation policies, risk management policies, vehicle checkout policies and training, and daily operating policies/procedures
- Coordinated locker rentals, Pro Shop and membership sales, and equipment checkout
- Researched and acquired student employee scheduling software (When2Work)
- Approved student employee payroll and maintained employee records, building operation reports, accident/incident reports
- Transitioned facility operations to a paperless facility reporting system using the i-pad tablet

Personnel Management and Development:

- Supervised and directed three paraprofessional staff and forty (40) building supervisor and special events student staff
- Met regularly with paraprofessionals, student staff, and special event contacts
- Hired, interviewed, trained and evaluated paraprofessionals and student staff

Initiatives, Program Oversight, Assessment:

- Served on recreation staff training committee; planned All-Staff fall and spring trainings
- Member of Student Affairs Healthy Behaviors Task Force: developed objectives for student and employee wellness at UWF
- Member of Division of Student Affairs Assessment Committee: developed and assessed division-wide learning and program outcomes; evaluated individual department assessment outcomes
- Worked directly with departmental assessment efforts using StudentVoice to administer surveys measuring needs, satisfaction, program outcomes, and learning outcomes
- Assisted with department's Council for the Advancement of Standards (CAS) review process

Student Involvement Coordinator

University of West Florida: August 2009-July 2011

Administrative Responsibilities:

- Advised, mentored, and advocated for over 170 registered student organizations
- Updated and maintained policies/procedures concerning RSO registration procedures, facility usage, event procedures, and other general procedures
- Researched and led UWF towards acquiring a comprehensive student organization database (CollegiateLink/StudentVoice); responsible for maintaining users and processes on database
- Maintained the Student Activities department website using Adobe Dreamweaver 4
- Directly managed a \$7,000 program budget, assisted with preparation and request for \$900,000 departmental budget
- Assisted student organizations in annual budget preparation and the loan and grant process
- Created the student organization incentive program for accountability purposes

Personnel Management and Development:

- Supervised and directed the work of the Graduate Assistant of Student Organizations
- Met regularly with student organization presidents to track leadership and student organization progress

- Created the Internal Student Organization Council (ISOC) to enhance communication between student organizations, SGA, and administration; directly advised 10 undergraduate members of the ISOC
- Served as a conflict-resolution mediator and counselor/mentor for student organization members
- Served as UWF Voyages Leadership Program Facilitator/Mentor

Programming:

- Planned the monthly Leadership Workshop Series and Roadshow Workshop series
- Facilitated Student Organization Orientation meetings
- Created and facilitated Graduate Assistant Professional Development Series for 11 GA's
- Planned and administered Student Org Advisor Institute
- Coordinated and collaborated with multiple departments to execute over 15 large-scale events annually

Recreation Services Graduate Assistant

University of West Florida: May 2007-May 2009

Administrative Responsibilities:

- Supervised Recreation Facility (108,000 sq ft), Athletic Field House (54,000 sq ft), University Park (16.2 acres) and day-to-day operations in each facility
- Planned, organized, and supervised special events within the facility
- Updated and maintained policies and procedures for the facilities

Personnel Management and Development:

- Interviewed, hired, scheduled, supervised, and disciplined over 30 undergraduate Facility Operations student staff
- Led bi-weekly Building Manager meetings and monthly all-staff meetings
- Assisted in developing, assessing and evaluating student learning outcomes for all recreation staff

PUBLICATIONS

Moore, April (2012). *Healthy Campus 2020: Transforming the Health of Our College Campuses*. NASPA Knowledge Community 2013 Spring Publication (pp 31-33).

PRESENTATIONS

Berkey, S., Lovett, D.A., Moore, A.D. (presented 2014, April). *Preparing for the Apocalypse: Integrating Sustainable Practices into Facility Management*. Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), Nashville, TN.

Lovett, D.A., Moore, A.D., Norwood, J. (presented 2014, April). *Happiness*. Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), Nashville, TN.

Lovett, D.A., Moore, A.D. (presented 2014, April). *Employee Wellness*. Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), Nashville, TN.

Berkey, S., Gerbers, K.E. Lovett, D.A. & Moore, A.D. (presented 2014, February). *Breaking Down Barriers to Student Wellness*. Presentation at Jon C. Dalton Institute of College Student Values, Florida State University, Tallahassee, FL.

Magnuson, A. & Moore, A.D. (presented 2014, February). *FSU Healthy Campus 2020*. Presentation at Jon C. Dalton Institute of College Student Values, Florida State University, Tallahassee, FL.

- Lovett, D.A. & Moore, A.D. (presented 2013, March). *Transforming Wellness on Campus: A Look at Healthy Campus 2020 Initiatives*. Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), Las Vegas, NV.
- Moore, A.D. (presented 2013, March & 2012, October). *Beyond the Walls: Managing Recreational Facilities*. Presentation at Exercise Science Program Leadership Class, University of Central Florida, Orlando, FL.
- Moore, A.D. (presented 2012, October). *Transforming Wellness on Campus: A Look at Healthy Campus 2020 Initiatives*. Presentation at State of Florida Drive-In Conference, National Association of Student Personnel Administrators (NASPA), Boca Raton, FL.
- Moore, A.D. (presented 2012, June). *Leading Millennials: Using Theory to Frame Learning and Practice*. Presentation at Mexico National Annual Conference, National Association of Student Personnel Administrators (NASPA), Monterrey, MX & Guadalajara, MX.
- Moore, A.D. (presented 2012, March). *Using Healthy Behavior Competencies to Frame Student Learning in Student Affairs*. Presentation at Health in Higher Education Preconference, National Association of Student Personnel Administrators (NASPA), Phoenix, AZ.
- Moore, A.D. (presented 2012, January). *Get Healthy Now, Stay Healthy for Life*. Presentation at UWF Housing & Residence Life RA Training, University of West Florida, Pensacola, FL.
- Moore, A.D. (presented 2011, August). *Coaching and Mentoring Today's College Student*. Presentation at UWF Athletic Department Staff Training, University of West Florida, Pensacola, FL.
- Brosius, K., McMahon, K., & Moore, A.D. (presented 2011, April). *Man v Food: A Look at Education, Awareness, and Initiatives in Higher Education*. Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), New Orleans, LA.
- Moore, A.D. (presented 2010, April). *Using Co-Curricular Transcripts to Supplement the Student Experience*. Poster Presentation at National Conference, National Intramural-Recreational Sports Association (NIRSA), Anaheim, CA.
- Moore, A.D. (presented 2010, March). *Writing and Assessing Learning Outcomes*. Presentation at Health in Higher Education Preconference, National Association of Student Personnel Administrators (NASPA), Chicago, IL.
- Moore, A.D. (presented 2010, January). *Leadership, Integrity, and Your Chapter's Image*. Presentation at Mt. Olympus Leadership Retreat, UWF Greek Affairs Department, Pensacola, FL.

PROFESSIONAL & COMMUNITY ACTIVITIES

Florida State University (FSU): 2012-Present

- Tallahassee Working Well Community Health Committee: Member, 2013-2014
- Office of Student Rights and Responsibilities Hearing Officer: 2013-2014
- FSU Noles Professional Institute: 2013
- Garnet and Gold Scholar Society: Overall Program Advisor, 2012-Present
- Manual Medicine Committee: Member, 2012-Present
- FSU Healthy Campus 2020 Committee: Rec Representative, 2012-Present
- Nutrition and Exercise HC Committee: Co-Chair, 2012-Present (see relevant experience)
- Mentoring Institute: 2012

National Association of Student Personnel Administrators (NASPA): Member 2008-Present

- NASPA International Exchange Program, U.S. Delegate: 2013
- Health in Higher Education Knowledge Community (HHEKC): 2009-Present
- National HHEKC Co-Chair: 2011-2013 (see relevant experience)
- NASPA-Florida Advisory Board: Newsletter Editor, 2009-2011
- Region III HHEKC Representative & Region III Advisory Board, 2009-2012
- NASPA/Southern Association for College Student Affairs (SACSA) New Professionals Institute: 2010 Cohort
- National Association for Campus Activities (NACA)/Association for Student Conduct Administration (ASCA) Student Organization Institute: 2010 Cohort

National Intramural-Recreational Sports Association (NIRSA): Member 2007-present

- NIRSA Presentation Proposal Reviewer for 2014 Annual Conference: 2013
- NIRSA Health & Wellbeing Commission Chair: 2012-Present (see relevant experience)
- NIRSA Mentor Program: 2011-Present
- NIRSA Governance Commission for National Assembly: Student Leader, 2008-2009


University of West Florida (UWF): 2008-2012

- SA Division Healthy Behaviors Task Force: Member, 2012- present
- Running Club: Advisor, 2010-2012
- Festival on the Green Planning Committee: 2010-2012
- Dining Services Advisory Committee: Member, 2011-2012
- UWF Homecoming Committee: Member, 2011-2012
- NCAA DII National Soccer Championships: Volunteer, 2011
- ACIS Regional & National Flag Football Tournaments: Volunteer, 2006-2012
- Student Involvement Coordinator Search Committee: Member, 2011
- Division of Student Affairs Technology Committee: UCSA Rep, 2010-2011
- Greek Affairs Internal CAS Review Team: 2011
- Sexual Assault Violence Prevention Planning Committee: Member, 2011
- Wellness Program Specialist Search Committee: Member, 2011
- Athletic Advisor Search Committee: Chair, 2010
- Assistant Sports Information Director Search Committee: Member, 2010
- Custodian Search Committee: Chair, 2009-2011
- Making Way for Excellence Committee: Member, 2009-2011
- Fee Appeals Committee: Representative, 2008-2009
- Student Government Association: Graduate Assessment Intern 2008
- Freshman Academic Foundations Seminar: Instructor, 2008
- Student Affairs Symposium: Co-Coordinator, 2008

AWARDS & RECOGNITION

- NASPA United States Delegate: International Exchange with Instituto Tecnológico y de Estudios in Mexico City, Leon, Guadalajara, and Queretaro, Mexico, 2013
- NASPA Guest Speaker and Consultant: NASPA-Mexico First Annual National Student Affairs Conference, 2012
- NASPA William Leftwich Award for Outstanding New Professional, 2011
- NASPA Excellence Awards—Silver Award for UWF Recreation department, 2009
- NIRSA National Service Award, 2009
- NIRSA Region II Student Excellence Grant Recipient, 2008
- NIRSA Foundation Scholarship Recipient, 2008
- NIRSA William N. Wasson Student Leadership and Academic Award, 2007

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: June Wiaz Date: 04-Aug-2014

Home Phone: (850) 894-4234 | Work Phone: (850)350-0048X | Email: jwiaz@comcast.net

Occupation: CLINICAL DIETITIAN | Employer: DAVITA DIALYSIS

Preferred mailing location: Home Address

Work Address: DAVITA DIALYSIS
5857 WEST TENNESSEE STREET

City/State/Zip: TALLAHASSEE FL 32304

Home Address 3436 WELWYN WAY

City/State/Zip: TALLAHASSEE FL 32309

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? 18.00years

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: Community Health Coordinating Committee 2nd Choice: Big Bend Health Council, Inc.

What cultural arts organization do you represent, if any?
CIVIC BUT NOT "CULTURAL" -- MEMBER OF TALLAHASSEE DIETITIANS ASSOCIATION AND BOARD MEMBER NEW LEAF MARKET.

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, 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: 54

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.

I AM A FLORIDA LICENSED, REGISTERED DIETITIAN WORKING WITH DIALYSIS PATIENTS AT A CLINIC IN TALLAHASSEE, AS WELL AS DEVELOPMENTALLY DISABLED CITIZENS AT A RESIDENTIAL COMMUNITY. BOTH GROUPS HAVE VERY SPECIALIZED DIETARY NEEDS. I'M ALSO CERTIFIED IN CHILDHOOD WEIGHT MANAGEMENT AND HAVE EXPERIENCE COUNSELING INDIVIDUALS ON A VARIETY OF CHRONIC ILLNESSES (INCLUDING DIABETES, HYPERTENSION, WEIGHT LOSS, FOOD ALLERGIES, ETC.) I HAVE BEEN LICENSED FOR NEARLY SEVEN YEARS AND HAVE A MS FROM FSU IN CLINICAL NUTRITION. (THIS WAS A CAREER CHANGE FOR ME AS I WORKED IN THE ENVIRONMENTAL FIELD FOR MANY YEARS FIRST AND HAVE A MS FROM WASHINGTON UNIVERSITY IN ST. LOUIS IN ENGINEERING AND POLICY.)

I CURRENTLY AM PRESIDENT OF THE BOARD OF DIRECTORS FOR NEW LEAF MARKET AND HAVE PREVIOUSLY SERVED AS SECRETARY/TREASURER. I WAS A FOUNDING MEMBER OF THE TALLAHASSEE FOOD NETWORK AND BIG BEND CLIMATE ACTION TEAM.

I AM A MEMBER OF THE LOCAL, STATE AND NATIONAL DIETITIANS' ASSOCIATIONS AND SERVED AS PRESIDENT OF OUR LOCAL CHAPTER APPROXIMATELY 5 YEARS AGO.

THE SKILLS I WOULD BRING ARE CONSENSUS BUILDING (A KEY METHOD OF EFFECTIVE COMMITTEE WORK) AND KNOWLEDGE OF PREVENTION OF DIET-RELATED CHRONIC ILLNESS. IN FACT, THAT IS THE REASON I MADE A MID-LIFE CAREER SHIFT SOME YEARS AGO -- IT SEEMED SO OBVIOUS THAT THERE WAS SO MUCH MORE WE COULD DO TO CURTAIL DIET AND LIFESTYLE RELATED DISEASE. I FEEL PASSIONATELY THAT DIETITIANS HAVE BEEN OVERLOOKED AS A GREAT RESOURCE IN THESE EFFORTS!

References (you must provide at least one personal reference who is not a family member):

Name: KATHRYN ZIEWITZ, OFFICE OF RESOURTelephone: 850-606-5383
Address: LEON COUNTY GOVT. 301 S. MONROE ST. TALLAHASSEE, FL 32301

Name: DR. H. AVON DOLL, MEDICAL DIRECT Telephone:
Address: DAVITA DIALYSIS, 878 STRONG RD., QUINCY, FL 32351

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? 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: June Wiaz

This application was electronically sent: 8/4/2014 2:36:31PM

June Wiaz, MS RD/LD

3436 Welwyn Way, Tallahassee, FL 32309 Cell: 850-559-0202 Home: 850-894-4234 JWiaz@comcast.net

Summary

Dietitian with 6+ years experience working with dialysis patients with some consulting with chronic kidney disease patients hoping to adjust diets to avoid kidney failure. Also experience with developmentally disabled patients and their special dietary challenges. Some private weight-loss and food intolerance/allergy consulting as well. Aspiration is to work more in the field of prevention, with specialization in vegetarian diets.

Highlights

- Licensed Dietitian in Florida
- Expertise in renal nutrition
- Nutrition education, including diabetes
- Gluten and dairy free diets
- Organic foods advocate
- Vegetarian health expert
- Other special dietary needs
- Weight-loss counseling

Accomplishments

Presented continuing education talks 1-2 times per year for other DaVita Dialysis dietitians at our twice-yearly meetings on topics such as inflammation, liver function, and the role and importance of albumin as a health marker

Served as adjunct instructor at Florida State University from 2009-2011

Member of the Board of Directors of New Leaf Market (food co-operative) from 2008 to the present; board president since January 2014

Member of the Tallahassee Dietetics Association since 2007; president in 2008-2009

Experience

Clinical Dietitian, DaVita Dialysis -- March 2008 to Present

Currently employed with DaVita Dialysis counseling patients about appropriate diet for dialysis. Counseling frequently also includes wt. loss (a requirement for transplant eligibility) and diabetes management with more than half of the dialysis patients also diabetic. Research and identify nutritional components of foods, diets and menu choices. Coordinate nutrition care with other members of the health care team. Consult regularly with physician on patients' weight and hypertension control measures, especially fluid control. Other co-morbidities also addressed, eg. HIV/AIDS, gall bladder disease, GERD.

Consultant, Tallahassee Developmental Center – January 2013 to Present

Currently consultant who helps determine appropriate diets for developmental disabled adult residents of TDC, as well as analyze their weights and lab values and make recommendations about dietary supplementation or restrictions with respect to calories and texture. Collaborate extensively with interdisciplinary care team to meet the nutritional needs of each patient.

Adjunct Instructor – August 2009 to December 2011

Adjunct Instructor at Florida State University Department of Nutrition who taught upper-level course entitled Nutrition and Health Issues. Previous instruction experience in graduate school included Intro to Nutrition and a food policy course.

Independent Environmental Writer – 2003-2007

Co-author of *Green Empire: The Story of the St. Joe Company in the Florida Panhandle*. Other miscellaneous book chapters and articles as well.

Education

MS Clinical Nutrition Florida State University, Tallahassee, Florida, 2008

BS Alternative Health, Clayton School of Natural Health, Birmingham, Alabama, 1998


MS Engineering & Policy, Washington University, St. Louis, Missouri, 1983

BS Lehigh University, Bethlehem, Pennsylvania, 1981

Interests/Hobbies

Gardening, kayaking, biking, running, hiking, reading, writing

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: William McCort	Date: 05-Sep-2014	
Home Phone: (850) 893-9395	Work Phone: (860)509-4969X	Email: w.mccort@gmail.com
Occupation: RETIRED - GOVERNMENT OPER		
Employer: FORMERLY -AGENCY FOR HEALTH CARE ADMINISTRATION		
Preferred mailing location: Home Address		
Work Address: 10051 NEAMATHLA TRAIL		
City/State/Zip: TALLAHASSEE FL 32312		
Home Address 10051 NEAMATHLA TRAIL		
City/State/Zip: TALLAHASSEE FL 32312		
Do you live in Leon County? Yes If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes 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? 29.00years		
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: Big Bend Health Council, Inc. 2nd Choice: Community Health Coordinating Committee		
What cultural arts organization do you represent, if any?		
NONE		
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:		
IN ADDITION TO THE COMMITTEES SPECIFIED ABOVE, I AM INTERESTED IN ACTIVITIES RELATED TO COORDINATING		
<u>If you are appointed to a Committee, you are expected to attend regular meetings.</u>		
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: 69		
Disabled? No District: District 4		

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.

I HAVE NOT SERVED ON ANY COMMITTEES RELATED TO COUNTY GOVERNMENT.
I HAVE A BA IN PSYCHOLOGY AND A MASTERS IN SOCIAL WORK FROM FLORIDA STATE UNIVERSITY. MY EMPLOYMENT EXPERIENCES HAVE INCLUDED WORK IN COMMUNITY MENTAL HEALTH PROGRAMS IN GEORGIA AND ALABAMA, MANAGING HUMAN SERVICE PROGRAMS FOR SENIOR CITIZENS IN ARKANSAS, ADMINISTRATIVE POSITIONS AT FLORIDA STATE HOSPITAL AND MANAGEMENT RESPONSIBILITIES IN HEALTH CARE REGULATORY FUNCTIONS AT THE AGENCY FOR HEALTH CARE ADMINISTRATION, INCLUDING LEGISLATION ANALYSIS AND ADMINISTRATIVE RULE DEVELOPMENT AND ADOPTION.

References (you must provide at least one personal reference who is not a family member):

Name: JAMES MELVIN Telephone: 850.324.7143
Address: 3893 WARD BASIN ROAD, MILTON, FL 32583

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? 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: William M. McCort

This application was electronically sent: 9/5/2014 1:56:10PM

William M. McCort

10051 Neamathla Trail
Tallahassee, FL 32312

Email: w.mccort@gmail.com
Phone: 850.509.4969

Professional Experience

Agency for Health Care Administration

Senior Management Analyst

July 2003 - June 2012

Revised and developed administrative rules related to regulation of health care facilities
Reviewed and analyzed legislation and proposed legislative revisions to agency responsibilities
Consulted with agency staff on health care facility licensure and regulatory issues

Government Operations Consultant III

December 1991 - July 2003

Supervised activities of regulatory unit responsible for licensure and Medicare/Medicaid certification of health care facilities and provider organizations

Florida State Hospital

Assistant Hospital Administrator

January 1991 - December 1991

Administered Program Development and Monitoring functions, including Quality Assurance, Staff Development, Program Planning, Risk Management, and MIS

Director, Program Planning and Development

August 1985 - January 1991

Supervised oversight of Psychology, Nursing and Social Work Services at the Hospital

Community Resource Group, Inc./Ozark Transit - Springdale, Arkansas

Transportation Director

January 1983 - August 1985

Managed regional commuter and human service program using local and federal funding

Office of Human Concern, Inc. - Rogers, Arkansas

Aging Services Director/Handicapped Services Coordinator

June 1977 - January 1983

Managed multi-county senior citizens program utilizing Older Americans Act and other funding

Wiregrass Mental Health Center - Dothan, Alabama

Director, Barbour County Services

August 1974 - August 1975

Established and staffed county satellite office providing mental health services

William M. McCort

Archbold Community Mental Health Center

Mental Health Associate

September 1971 - August 1974

Participated in establishment of day treatment program in outlying county

Conducted group sessions on inpatient unit at Archbold Hospital

Community Activities


Luna Manor Property Owners Association Board

October 2010 - Present

Serving as Association President from January 2012 to present

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

BIG BEND HEALTH COUNCIL, INC.

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>	
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Name: Stephen Rollin	Date: 10/6/2015 3:07:07PM
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Home Phone: (850) 386-7985	Work Phone: (-)X	Email:
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Occupation: RETIRED	Employer: FSU
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Preferred mailing location: Home Address
Work Address:

City/State/Zip: TALLAHASSEE, FL

Home Address 864 MADERIA CIRCLE

City/State/Zip: TALLAHASSEE, FL 32312-1812

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes 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? 46 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?

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: 74.00

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.

I WAS A PROFESSOR AT FSU FOR 33 YEARS, INCLUDING EIGHT YEARS AS DEPARTMENT HEAD FOUR YEARS AS ASSOCIATE DEAN AND CENTER DIRECTOR. I AM PASSED PRESIDENT OF BOTH CCYS AND TURN ABOUT. I WAS ALSO A TRUSTEE OF CORNERSTONE SCHOOL. I AM A FELLOW OF BOTH THE AMERICAN PSYCHOLOGICAL ASSOCIATION AND THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. I WAS ALSO A LICENSED PSYCHOLOGIST; LICENSED IN THE STATE OF FLORIDA. I HAD A PRIVATE PRACTICE, FOR TEN YEARS IN GADSDEN COUNTY.

References (you must provide at least one personal reference who is not a family member):

Name: JANET FERRIS
Address: 525 BOBBIN BROOK

Telephone: 8508938585

Name: ART COOPER
Address: 3814 LEANE DR.

Telephone: 8508931797

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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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: Stephen A. Rollin

This application was electronically sent: 10/6/2015 3:07:07PM

Vita Stephen A. Rollin

PERSONAL:

Home Address: 864 Maderia Circle
Tallahassee, Florida 32312

Email Address: srollin@ fsu.edu; srollin34@comcast.net

Telephones: 850 386-7985
850 567-5676 (cell)

EDUCATION:

Ed. D. University of Massachusetts, 1970 - Counseling

M. S. Indiana University, 1969 - Counseling and Guidance

B. A. University of Illinois, 1962 - History

PROFESSIONAL LICENSE:

1982 - 2006 Florida Psychologist License PY 0003030(retired)

EXPERIENCE:

2004-present Consultant Stephen A. Rollin and Associates and EPPC Global Management.

2003 - 2004 Professor and Director; The Center for Educational Research and Policy Studies.

2001-2003 Professor and Executive Associate Dean.

2001-2001 Professor and Associate Dean, Graduate Studies and Research.

1996-2004 Professor and Director, Center for Policy Studies and Research in Education.

1998 (spring) Telecom New Zealand, Distinguished Visitor.

1996 (summer) Telecom New Zealand, Distinguished Visitor.

1995 (summer) Consultant to DARE Foundation of New Zealand and New Zealand Police, Wellington, New Zealand.

1995 (summer) US AID Consultant, Project HEDS, Sumatra, Indonesia.

1994 (summer) Consultant to DARE Foundation of New Zealand and New Zealand Police, Wellington, New Zealand.

1994 (summer) US AID Consultant, Project HEDS, Sumatra, Indonesia.

1994 (spring) Sabbatical (one semester), Massey University, Palmerston North, New Zealand.

1993-2004 Professor, Counseling Psychology and Human Systems.

1990 (summer) US AID Consultant, Ministry of Education, Republic of Botswana.


1988-2000 Practicing Psychologist (part-time), Quincy Psychological Services, Quincy, Florida.

1987-1988 Senior Research Consultant, Research Foundation, State of New York, World Bank project in Republic of Indonesia.

1983 (summer) Visiting Fellow, Department of Psychology, Western Australian Institute of Technology, Perth, Western Australia.

1978-1985 Head, Department of Human Services and Studies, Florida State University.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: Jeff Blair	Date: 08-May-2015	
Home Phone: (850) 694-1209	Work Phone:	Email: jblair@fsu.edu
Occupation: Dispute Resolution Professional	Employer: Florida State University	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE FL		
Home Address 9143 STATGATE WAY		
City/State/Zip: TALLAHASSEE FL 32309		
Do you live in Leon County? Yes If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes 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? 38.00years		
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? Leon County Code Enforcement Board		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Planning Commission 2nd Choice: Adjustment and Appeals Board		
What cultural arts organization do you represent, if any?		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
<u>If you are appointed to a Committee, you are expected to attend regular meetings.</u>		
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, 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: Age: 60		
Disabled? No District: District 4		

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.

Examples of Committee Experience:

Leon County Code Enforcement Board (served as chair twice)
 Leon County Food Coop (New Leaf Market) Board of Directors
 Neighborhood Justice Center Mediator
 Leon County Mediation Program co-developor
 Facilitated over 150 committees and over 2000 meetings professionally.

Educational Background:

Conflict Resolution Graduate Program: Florida State University
 Bachelors of Science in Social Policy—Advanced Standing Program: Florida State University (Honors)
 Associate of Arts: University of Florida
 Mediation and Conflict Resolution. 40 Hours. William F. Lincoln. TCC. November 1982.
 Certification from National Center for Collaborative Planning and Community Services. July 1983.
 Advanced Dispute Resolution. 20 Hours. William F. Lincoln. TCC. March, 1984.

Dispute Resolution Center, Florida Supreme Court. Mediator Training. 20 Hours. October 1998.
Planning Dispute Resolution. Florida State University. Urban and Regional Planning Graduate Program. 1999.
Neighborhood Justice Center. FSU. 1999.
U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and
Consensus Building Professionals qualified/approved practitioner
Qualified/approved practitioner on EPA's Environmental ADR Neutrals Roster

Certifications Effective in Leon County:
Florida Supreme Court Certified Mediator 1999
Certified General Contractor 1982

Examples of Community Volunteer Activities:
Leon County Mediation Program. 1999. Designed program (process) and related brochure for a Leon County
Florida mediation program for development review disputes.

Leon County Code Enforcement Board. 1989 – 1997. Chaired quasi-judicial review board hearing cases of
alleged violations of county ordinances (including environmental, zoning, housing and junk).

Community Interests, Inc.—New Leaf Market (Leon County Food Coop). 1977 – 1998. Served on Board of
Directors: served as BPD Chair, Secretary and President of member-owned natural foods market. Served as
Board of Directors' facilitator for over ten years.

Americorps. Served as project leader, and coordinated services of workers in renovating and providing
renovations and repairs to the homes of low-income families

Habitat for Humanity. Served as project leader, and coordinated services of workers in renovating and
providing homes to low-income families.

Rainbow-Rehab. Served as project leader, and coordinated services of workers in renovating a

References (you must provide at least one personal reference who is not a family member):

Name: ROBERT JONES Telephone: 850-597-1197
Address: 183 ROSEHILL WEST, TALLAHASSEE, FL

Name: PAM HALL Telephone: 850-445-6007
Address: TALLAHASSEE, FL

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: Jeff Blair

This application was electronically sent: 5/8/2015 1:25:59PM

BIO

JEFF A. BLAIR is faculty at Florida State University, and serves as Associate Director for the FCRC Consensus Center. He is principle and owner of *Facilitated Solutions* a consulting company specializing in stakeholder advisory groups, visioning, workplan (strategic action plan) development and strategic planning initiatives. His work for the Center and *Facilitated Solutions* includes facilitation, process design, strategic planning, and consensus-building on complex public policy initiatives. He has worked with federal, state, local government, and private sector representatives to design and implement collaborative approaches to planning, rule making, and dispute resolution with an emphasis on public participation in the design and implementation of policy in over 150 projects and over 2000 meetings. In addition, he teaches classes and conducts trainings in various dispute resolution topics. Ongoing projects include serving as lead facilitator and conflict resolution consultant for agency stakeholder advisory councils and commissions such as the Florida Department of Agriculture and Consumer Services (FDACS) Pest Control Enforcement Advisory Council, Pesticide Review Council, FDACS Agricultural Feed, Seed and Fertilizer Advisory Council, and the Florida Coordinating Council on Mosquito Control, and DBPR's Florida Building Commission including facilitating over 58 special issue stakeholder workgroup projects for the Commission and a total of over 900 individual meetings for the Commission since 1999. He facilitated the Florida Division of Emergency Management's Flood Resistant Standards Workgroup and the Florida Emergency Notification System Vision Workshop. He has done work for the National Oceanic and Atmospheric Administration (NOAA) including the National Saltwater Recreational Fishing Summit, Deepwater BP Oil Spill Programmatic Environmental Impact Statement scoping workshops, NOAA Fisheries Chesapeake Modeling Symposium and the Gulf of Mexico Grouper Forum. Work for United States Environmental Protections Agency (USEPA) includes the National Bedbug Summit and the International Public Health Pesticides Workshop in London, England. Work for the private sector includes designing and facilitating the Recreational Boating Stakeholders Growth Summit, and working with National Pest Management Association (NPMA), National Marine Manufactures Association (NMMA), Association for Structural Pest Control Regulatory Officials (ASPCRO), Association of American Plant Food Control Officials (AAPFCO), Florida Green Building Coalition (FGBC), and National Association of Home Builders (NAHB). Mr. Blair has provided facilitation, planning, and process design for numerous agencies, entities, non-profit organizations and associations since 1977. He is a Florida Certified General Contractor and operated a successful design-build firm in Tallahassee Florida from 1980 – 1998 winning the parade of homes three times. He is a graduate of the University of Florida (Philosophy and Anthropology) and the Florida State University (Social Policy and Dispute Resolution).

RELATED SKILLS

- U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and Consensus Building Professionals qualified/approved practitioner
<http://www.ecr.gov/Resources/Roster/Roster.aspx>
- Qualified/approved practitioner on EPA's Environmental ADR Neutrals Roster
- Florida Supreme Court Certified Mediator http://www.flcourts.org/gen_public/adr/certify.shtml
- Association for Conflict Resolution (ACR) member <http://www.acrnet.org/>
- LinkedIn Profile: <http://www.linkedin.com/pub/jeff-blair/17/523/b19>
- Leon County Florida, Code Enforcement Board. 1999 – 1996. Served as chair.

CURRENT PROFESSION

FSU Faculty (Associate in Research) and Associate Director, FCRC Consensus Center at Florida State University (FSU), January 2004 – Present. (Previously *Regional Director and Coordinator of Research Projects*, Tallahassee and South Florida Office, FCRC Consensus Center at FSU 1998 – December 2003).

Responsible for developing and overseeing FCRC Consensus Center projects. Duties include:

- Direct provision of collaborative process services (facilitation, mediation, negotiation, process design, strategic and action planning, consensus-building and process assessment and consultation) in public-policy cases;
- Provision of negotiation, facilitation, communication and effective meetings training to local government and state agency staff, as well as to private sector interests involved in public policy discussions;
- Provision of facilitation and process design training to public and private sector neutrals;
- Consultation with public and private sector interests in public policy and regulatory issues regarding their consensus-building and conflict resolution needs;
- Assistance to public and private sector entities regarding strategic planning and visioning;
- Activities to increase public awareness and use of alternative conflict resolution procedures;
- Administrative activities related to the continued operation of the FCRC Consensus Center; at Florida State University; and,
- Conflict resolution, process design, communication and effective meetings trainings for private and public sector groups including Florida Atlantic University, Florida International University, Florida State University, Miami-Dade College, Miami-Dade County, various state agencies, and various public and private sector industry and regulatory agency associations.

DISPUTE RESOLUTION TRAINING


- Mediation and Conflict Resolution. 40 Hours. William F. Lincoln. TCC. November 1982.
- Certification from National Center for Collaborative Planning and Community Services. July 1983.
- Advanced Dispute Resolution. 20 Hours. William F. Lincoln. TCC. March, 1984.
- Interviewing and Recording. Florida State University. College of Social Work. Fall Semester 1998.
- Dispute Resolution Center, Florida Supreme Court. Mediator Training. 20 Hours. October 1998.
- Planning Dispute Resolution. Florida State University. Urban and Regional Planning Graduate Program. Spring Semester 1999.
- Neighborhood Justice Center. FSU. 12 Credit Hours. 12 Credit Hours. Spring Semester 1999.
- Certification from Supreme Court of Florida, Certified County Mediator. July 1999.

OTHER SKILLS

- Florida Certified General Contractor License
- Owner Blair Homes and Design, 1980 – 1999.
- Three times winner Tallahassee Parade of Homes
- Realtors' Choice award Tallahassee Parade of Homes
- Medaled in over 100 triathlons, duathlons and road-running races

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

BOARD OF ADJUSTMENT AND APPEALS

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>	
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Name: Paul Patronis	Date: 6/22/2016 11:03:37AM
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Home Phone: (850) 980-3605	Work Phone: ()-X	Email: nt_98@hotmail.com
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Occupation: MANAGEMENT ANALYST	Employer: STATE OF FL
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Preferred mailing location: Home Address
Work Address:

City/State/Zip: TALLAHASSEE, FL 32399

Home Address 1211 WALTON DRIVE

City/State/Zip: TALLAHASSEE, FL 32312

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? 40 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?

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, 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: Male Age: 44.00

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.

TALLAHASSEE NATIVE AND ARMY VET. FAMILY OLD TALLAHASSEE AND HAS PROMINENT IN , TALLY, PCB AND STATE OF FL POLITICS FOR MANY YEARS. I HAVE 15 YEARS EXPERIENCE WORKING FOR THE STATE OF FL IN VARIOUS ROLES, MOST NOTABLY WORKING AS AN ADMINISTRATIVE LAW JUDGE DEALING WITH REEMPLOYMENT ASSISTANCE TO A MANAGEMENT ANALYST REVIEWING PROGRAMS TO ENSURE THEY CONFORM TO FEDERAL POLICY/IES.

References (you must provide at least one personal reference who is not a family member):

Name: RON DRAA Telephone: 8503216140
Address: TALLAHASSEE

Name: BRIAN CRONIN Telephone: 8503214424
Address: TALLAHASSEE

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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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? Yes
If yes, please explain. I WORK FOR DEO WHICH WORKS WITH CAREERSOURCE FLORIDA. I DO NOT HAVE ANY DECISION MAKING AUTHORITY IN REGARD TO THIS COMMONALITY

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: Paul N. Patronis

This application was electronically sent: 6/22/2016 11:03:37AM

>>> "Wiebler, Brian T." <Brian.Wiebler@talgov.com> 1/19/2016 8:07 PM >>>

Stephanie,

This is an update to the November 2, 2015 message below to Christine regarding the resignation of Bob Farley from the Canopy Roads Citizen Committee. Mr. Farley announced at the meeting tonight that this was his last meeting and, due to his relocation to Washington County, he is no longer able to serve on the Committee.

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 www.talgov.com
"People Focused. Performance Driven"

Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Wiebler, Brian T.
Sent: Monday, November 02, 2015 12:09 PM
To: Coble, Christine
Cc: Tedder, Wayne; Bryant, Cherie (Planning); Wilcox, Barry
Subject: Resignation of Bob Farley from Canopy Roads Citizen Committee

Christine,

This is to inform you that Robert Farley is resigning from the Canopy Roads Citizen Committee due to a work related relocation. He is willing to continue to serve as he is available until a replacement is appointed. He will be moving around the first of the year.

Please let me know if you need any further information.

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 www.talgov.com
"People Focused. Performance Driven"

Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: bfarley@mtnresources.com [mailto:bfarley@mtnresources.com]
Sent: Monday, November 02, 2015 11:51 AM
To: Wiebler, Brian T.
Subject: Re: CRCC Meeting


Hi Brian,

I must resign as my residence will be about 100 miles away, but I am not planning to move until the first of next year, so am willing to transition until replacement is appointed. Thanks.

Regards, Bob

Sent from my iPhone

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>	
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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

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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

February 25, 2008

CURRICULUM VITAE

Marie E. Cowart

Office Address:

Institute on Aging & Public Policy or
Florida State University
Tallahassee, FL 32306-3055
(904) 644-8830
FAX (904) 644-2304
E-Mail: mcowart@fsu.edu

Department of Urban
and Regional Planning
Florida State University
Tallahassee, FL 32306

EDUCATION:

Columbia University, 1982, Dr.P.H., School of Public Health
Specialty: Health Care Administration
Tulane University, 1966, M.S. Hyg., School of Public Health
University of Florida, 1961, B.S.N.

POSITIONS HELD:

Dean Emerita, College of Social Sciences, 2003-present
Dean, College of Social Sciences, 2000-2003
Interim Dean, College of Social Sciences, 1999-2000.

Senior Scientist, Office of Research, 1999 (parttime)

Professor Emerita, Department of Urban and Regional Planning, 2003-present
Professor of Urban and Regional Planning, Florida State University (1990 to 2003).

Pepper Institute on Aging and Public Policy, Florida State University. Director, 1985-1992. Research Associate, 1992-2003; Affiliate, 2003 - present.

Affiliate, Center for the Study of Population, Florida State University, August 1990 to present.

Professor of Nursing (1986 to 1990), Associate Professor, Community Health Nursing (1977-1986). Assistant Professor, Community Health Nursing (1973-1977). Instructor, School of Nursing (1970-1973). Instructor, Nursing Television Project (USPHS Grant NPG 203-3,3), (1968-1970).

Affiliate Faculty, Interdivisional Marriage and the Family Program, Florida State University, 1988 to 1994.

Staff, staff development and supervisory positions in a number of hospitals, September 1959 to December 1968.

GRANTS and CONTRACTS:

“Comprehensive Cancer Control Project” Contract with the Florida Department of Health, Family Health. Project Director, 2002-2003. \$341,998.

“Obesity Prevention Program.” Contract with the Florida Department of Health, Project Director, 2002-2003.

“Arthritis and Cardiovascular Prevention Program.” Contract with the Florida Department of Health. Project Director, 2002-2003.

“Chronic Disease Epidemiology Support System.” Contract with Florida Department of Health, Co-Principal Investigator with W. J. Serow, 2000-2002. \$2,378,253.

“Cardiovascular Risk Factor Surveillance in Five Rural Counties.” Contract with Union County Health Department. Project Director, 1999-2000, \$25,183.

“Community Intervention Project Cardiovascular Health Program” Contract with Orange County Health Department. Project Director, 1999-2000, \$68,085.

“Parental Role Model in Tobacco Use.” Contract with the Florida Department of Health, Epidemiology Section. Project Director. 1998-2000,\$400,668.

"Chronic Disease Program, Behavioral Risk Surveillance System" Contract with DHRS Health Program Office, Project Director, 1987-1997. (\$74,000, 1987-1988; \$86,000, 1988-1989; \$88,000, 1989-1990; \$70,000, 1990-1991; \$77,687, 1991-1992; \$77,687, 1992-1993; \$129,940, 1993-1994; \$140,000, 1994-1995; \$145,940, 1995-1996; \$136,451, 1996-1997; \$208,000 1997-1998; \$219,000, 1998-1999; \$353,149, 1999-2000).

"Health Education and Policy for the Florida Clean Indoor Air Act," Contract with DHRS Health Program Office, Project Director, 1990-1997 (\$30,000, 1990-1991; \$42,286, 1991-1992; \$42,272, 1992-1993; \$44,096, 1993-1994; \$45,000, 1994-1995; \$44,811, 1995-1996; \$44,811, 1996-1997; \$44,000, 1997-1998; \$45,000, 1998-1999; \$44,811, 1999-2000; \$53,000, 2000-2001; \$53,000, 2001-2002).

“Evaluation of the Tallahassee Memory Disorder Clinic.” Project Evaluator. Contract from the Florida Department of Elder Affairs through Tallahassee Memorial HealthCare. 1998-1999. (\$5,400); second year, 1999-2000 (\$5,400).

"Cancer Control and Research Project," Contract with DHRS Health Program Office, Project Director, 1987-1998. (\$411,505).

"Development of State-wide Training for Public Health Employees Using Electronic Media." Contract with Florida DHRS Health Program Office, (\$55,795, 1991-1992; \$76,000, 1992-1993; \$198,4527.48, 1993-1995). Principal Investigator.

"Long Term Care -- A Synopsis." Mildred and Claude Pepper Foundation (\$5,000) Co-Principal Investigator with Jill Quadagno, 1994-1995.

"Long Term Care in America: Whats Wrong? How Should It Be?" Intramural grant from the Pepper Institute on Aging and Public Policy (\$23,740) Co-Principal Investigator with Jill Quadagno, 1994-1995.

"Community Care for the Elderly Training." Contract with the Department of Health and Rehabilitative Services Aging and Adult Services Program Office, (\$287,243, 1992-1994), Principal Investigator.

"Disaster Preparedness for the Elderly." Contract with Florida Department of Elder Affairs (\$50,042, 1992) Principal Investigator.

"External Review of Project Aids Care Medicaid Waiver," Contract with Florida Medicaid Office, (\$40,000, 1992-1993), Co-principal Investigator with Jean Mitchell, Department of Economics.

"Hospitals, Nursing Homes and the Right to Die: The Impact of the 1990 Patient Self Determination Act." Intramural Planning Grant from FSU Contracts and Grants Office, (\$6,000, 1992-1993), Co-Principal Investigator with Henry Glick, Department of Political Sciences.

"Study on Employment: Older Workers and the Impact of Labor and Personnel Shortages on the Social Services Industry." Florida Pepper Commission, Co-Principal Investigator with M. Hardy, 1990-1991, \$28,286.

"Intergenerational Family Project," Contract with Florida DHRS Health Program Office, (\$242,000, 1989-1990; \$385,467, 1990-1991; \$411,573, 1991-1992). Principal Investigator.

"Medicaid and Ethics," Contract with Florida DHRS Aging and Adult Services Program Office, \$62,000, 1989-1990. Co-Principal Investigator with J. Quadagno.

"Ethics in Aging Policy Seminars, III" Contract with Florida DHRS Aging and Adult Services Program Office, \$22,000, 1989-1990. Principal Investigator.

"Cardiovascular Risk and Social Support," FSU Planning Grant, \$6,000, 1989-1990. Co-Principal Investigator with Fred Seamon.

"Health and Longterm Care Personnel Study," Contract with Florida Health Care Cost Containment Board, \$158,000, Co-Principal Investigator with William J. Serow, 1988-1990.

"Ethical Decisions in Alzheimer's Disease," Contract with DHRS Aging and Adult Services Program Office, Principal Investigator. \$10,600, 1988-1989.

"Educational Training in Aging," Contract with DHRS Aging and Adult Services Program Office, Principal Investigator. \$60,000, 1988-1989.

"Florida Disabled Adults Study," Contract with DHRS Aging and Adult Services Program Office, \$50,000, Principal Investigator, 1988.

"Annual Aging Network Training," Contract with DHRS Aging and Adult Services Program Office, \$26,000, Principal Investigator, 1988.

"Successful Aging: Psychophysiological Influences on Health Behaviors of the Elderly." Intramural Planning Grant, competitive. FSU Contracts and Grants Office, \$6,000. Principal Investigator with N. Green, E. Haymes, R. Moffatt, R. Rider, D. Pargman, M. Sutherland, and T. Toole. 1988-1989.

"Personnel in Acute and Long Term Care," Contract with the Florida Hospital Cost Containment Board, \$5,000.00, Principal Investigator, 1988.

"Ethics Intensive II," Contract with DHRS Aging and Adult Services Program Office, \$13,634.70. Co-Project Director with Leo Sandon, 1987.

"Caregiving: Maintaining Support for Independence in the Elderly," Contract with DHRS Aging and Adult Services Program Office, \$9,000. Project Director, 1986-1987.

"Ethics and Aging Policy," Contract with DHRS Aging and Adult Services Program Office, \$10,859.40. Co-Principal Investigator with Leo Sandon, 1986.

"Evaluation of a Unified Administrative System," Contract with DHRS Aging and Adult Services, Program Office, \$31,000 (G. Grizzle, G. Peterson, M. Cowart, B. Bellingham, J. Altholz), 1985-1986.

"Program in Family and Community Health Nursing Masters Education Program," Program grant funded by HSS, Division of Nursing for \$600,000. (D. Frank, M. Cowart, M. Shannahan, J. Cook, E. T. Singer), 1985-1988.

"Creating Living Environments for Elderly Life Styles," Endowment for the Humanities, Mini-Grant \$1,300, Project Director, 1985-1986.

"Creating Living Environments for Elderly Life Styles," Contract with DHRS Aging and Adult Services Program Office, \$3,450, Project Director, 1985-1986.

"Health Promotion/Health Education for Senior Citizens in Three Rural Florida Counties," funded by the Department of Health and Rehabilitative Services Program Office to District II Health Program Office, \$5,000, grant writer and consultant, 1983.

"Chronic Disease Prevention Program: Risk Appraisal: Employees in an Industrial Setting," DHRS, Tallahassee, Florida, Project Director (\$46,700), 1979-81.

"New Public Issues in Health Care: A Conference on Ethics and Policy," by the Florida State University Department of Philosophy and School of Nursing. Funded by the Florida Endowment for the Humanities, Fiscal Officer and Program Coordinator (\$4,915), 1978.

"Changing Concepts of Health: A Conference on the Ethics of Health Care," sponsored by The Florida Nurses Association, funded by The Florida Endowment for the Humanities. Project Director and Program Coordinator (\$7,300), 1976.

PUBLICATIONS AND RESEARCH:

Books and Monographs:

Cowart, M.E. & Quadagno, J., eds. (1996). From Nursing Homes to Home Care. Binghamton, NY: The Haworth Press, Inc. (Special Issue, Volumes 3/4, Journal of Aging and Social Policy and book volume). 197 pp. (refereed)

Cowart, M.E. & Quadagno, J. (1995). Crucial Decisions in Long Term Care. Tallahassee: Mildred and Claude Pepper Foundation. 24 pp.

Cowart, M.E. & Serow, W.J. (1992) Nurses in the Workplace. Newberry, CA: Sage Publishers. 304 pp.

Cowart, M.E., and R. Allen, eds. (1981) Changing Conceptions of Health Care: Public Policy and Ethical Issues for Nurses. Thorofore, NJ: Charles B. Slack. 115 pp.

Cowart, M.E., et al. (1981) Comprehensive Health Improvement Program: Risk Assessment, Risk Appraisal, Risk Reversal. Tallahassee, Florida: Florida State University. 80 pp. (Mimeo Manual). (Cited in Kansas, Iowa, North Carolina, and West Virginia Manuals).

Cowart, M. E. (1981) Implementing Health Policy in Baccalaureate Nursing Curricula. New York: National League for Nursing. Pub. No. 15-1844. 11 pp.

Chapters in Books:

Cowart, M.E. (2004) "Dementia in Older Adults." Encyclopedia of Applied Psychology, Vol. X

Cowart, M.E. (1996). "Long Term Care Policy and the American Family." In From Nursing Homes to Home, Cowart, M.E. & Quadagno, J., eds. Binghamton, NY: The Haworth Press. pp. 169-184. (refereed)

Chow, N.W.S. and Cowart, M.E. (1994) "Home Based Services: Hong Kong and the United States." Harry Stoop, ed., International Perspectives on Health Care and the Elderly (Proceedings Hong Kong Conference). New York: Peter Lang Publishing, Inc. pp. 97-109.

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- Cowart, M.E. (1992) An Assessment of Project AIDS Care: Cost-Effectiveness, Access and Quality, Volume II: Quality of Care. Tallahassee: Florida State University.
- Cowart, M.E. (1992) Disaster Planning for Older Persons. Tallahassee: Florida State University.
- Cowart, M.E. & Massa, J. (1991) Topics on Aging: Publications and Research of the Faculty and Graduate Students, 1984-1989. Tallahassee: Florida State University Institute on Aging.
- Cowart, M.E. (1991) Work in the Aging Network: A Study of Personnel in Florida Senior Services Agencies, Volume I: A Survey & Volume II: Projections for 1995 and 2000. Tallahassee: Florida State University Institute on Aging for the Florida Pepper Commission on Aging.
- Serow, W. F. and Cowart, M. E. (1990) Beyond Shortage: Nursing Personnel in Florida, Florida, Volumes I, II, III, IV, V and VI for the Florida Legislature and the Florida Health Care Cost Containment Board, Tallahassee, Fl. Volume I, Final Report Summary
Volume II, Appendices to Final Report
Volume III, Modified Nurse Supply Projection Model
Volume IV, Recruitment and Retention of Nursing Personnel
Volume V, Survey of Temporary Staffing Agencies
Volume VI, Study Instruments
- Cowart, M. E. and Highum, E. (1989) Topics on Aging: Publications and Research of the Faculty and Graduate Students, 1984-1989. Tallahassee: Florida State University Institute on Aging.
- Cowart, M., Seamon, F. and Schmeling, W. (1989) The Disabled Adult in Florida. Final Report for the Florida Department of Health and Rehabilitative Services Aging and Adult Services Program Office, Tallahassee, Fl.
- Carlson, S. and Cowart, M. (1988) Shifts in the Supply and Demand of Nursing and Other Health Care Personnel. Final Report for the Florida Hospital Cost Containment Board, Tallahassee, Fl. 104 pp.
- Cowart, M. E. and Pellett K., eds. (1987) Topics on Aging: Publications and Research of the Faculty and Graduate Students, 1982-1987. Tallahassee, Florida State University, Institute on Aging.
- Frank, D.I., Cowart, M.E., Shannahan, M. and Cook, J. 1984 Proposal for Masters Program in Family and Community Health Nursing to State University System Board of Regents. Tallahassee, Florida.
- Florida State University School of Nursing Self-Study Report, Chapter 5, pp. 225-53. 1978. Tallahassee, Florida.
- Cowart, M.E. 1981 Comprehensive Health Improvement Program. Final Project Report, HRS Contract.
- Cowart, M.E., et al. 1980 "Health Care Costs and Access." Florida Governor's Conference on Aging, Proceedings,

pp. 27-44. Tallahassee, Florida: Florida Council on Aging. (Issue paper and recommendations).

Cowart, M.E. with others. 1972 "Human Resources Development Needs Study Committee Report." Tallahassee, Florida: Chamber of Commerce.

Dissertation and Thesis:

Cowart, M.E. (1982) A Comparison of Attitudes, Working Conditions, and Nursing Practice of Foreign Nurse Graduates and U.S. Nurse Graduates in Florida, 1981. Columbia University, New York. Ann Arbor, Michigan, University Microfilms International, (dissertation).

Cowart, M.E. (1966) Extra Hospital Nursing Needs of the Aged, Tulane University, New Orleans, Louisiana, (unpublished masters thesis).

PROFESSIONAL AFFILIATIONS:

National:

American Academy of Nursing, Fellow
American Gerontological Society
Association on Gerontology in Higher Education, Fellow
American Public Health Association
American Nurses Association
Danforth Associate - 1978/1984
National League for Nursing - 1972/1990

State and Regional:

Florida Public Health Association, 1970-1990.
Southern Gerontological Society
Florida Council on Aging
American Lung Association of Florida, 1970-1990
Florida Nurses Association

OTHER SCHOLARLY ACTIVITIES:

Journal of Cross-Cultural Gerontology, reviewer. 1995-6.

American Journal of Nursing, Reviewer for Book of the Year Award in Community Health Nursing, December 1987, 87(12).

Professional Education and Research Committee (grant review), American Lung Association of Florida, 1984 - present. (Distributed \$500,000 each year from 1991 - 1996).

Reviewer, Journal of the American Planning Association, 1993-1996.

Reviewer, Journal of Planning Literature. 1994

Reviewer, Nursing Outlook, 1992 -present.

Reviewer, The Gerontologist, 1991 - 2004.

Reviewer, Journal of Applied Gerontology, 1991 - present.

Reviewer, Journal of Religion and Aging, 1989 - 1992

Reviewer Grants and Abstracts, Sigma Theta Tau (Nursing Honorary), 2003-present

Editorial Advisory Board, Journal of Community Health Nursing, 1982 - present.

Editorial Review Board, Journal of Family and Health Care, 1984 - present.

Planning Committee and Chair, Abstracts Review Subcommittee, National High Blood Pressure: Southeastern U.S. 3rd Annual Conference, 1985.

Editorial Board, Florida Journal of Public Health, 1981 - 1985.

Review of Manuscripts for Textbooks for Mosby Publishing, Springer Publishing, Reston Publishing, Brady Publishers, Addison-Wesley, and Lawrence Erlbaum Associates, Publishers.

AWARDS:

Marie E. Cowart Professorship, est. 2004 (held by Jay Turner, Professor of Sociology)

Dean Emerita, College of Social Sciences, 2003 .

Professor Emerita, Department of Urban and Regional Planning, 2003.

The Marie E. Cowart Scholarship Fund, endowed, 2003.

Fellow, Association for Gerontology in Higher Education, 1999-present.

FSU Sabbatical Program Award, 1998

FSU Professor of Excellence Program Award, 1997

Fellow, American Academy of Nursing, 1990-present.

Fellow, Royal Society of Health, 1980-1990.

Honorary Member Award, American Nurses Association, 1983.

Special Award, Advanced Registered Nurse Practitioner Section, Florida Nurses Association, 1983.

Certification of Excellence as a Community Nurse Practitioner, American Nurses Association, 1976-1980.

Outstanding Board Member, Florida Lung Association, Big Bend Branch, 1976.

Recipient, NEH Traineeship Medical Ethics, with Renee Fox, Department of Sociology, University of Pennsylvania, 1975.

Sigma Theta Tau, Beta Pi Chapter, Charter Member, 1974 to present (University Nurses Honorary).

Award for Radio and Television, Ohio State University, "Traction," Television Script, 1970.

INVITED PRESENTATIONS:

Professional and Community Meetings and Testimony:

"Home and Community Based Care." Task Force on Affordable Housing, Department of Community Affairs, Tallahassee, September, 1994.

"Florida Health Reform: Implications for Seniors." Department of Elder Affairs Statewide Advisory Council. Tallahassee, February 1994.

"Assessment of Quality of Care in Project AIDS Care." 11th Annual National Home and Community-Based Services Conference. St. Petersburg, September 1993.

"The Way We Care: Long Term Care for Special Needs Populations." Plenary presentation at the Florida Public Health Association Annual Meeting, Tallahassee, September 1993.

"Aging and Public Health." Plenary presentation at the Florida Public Health Association Annual Meeting, Winter Haven, September, 1992.

"Family and Support Systems Among Black Elderly." Presentation at Health and Aging Among Black Americans Conference, sponsored by Florida A and M University and UF Geriatric Education Center., Tallahassee, July 1992.

"Florida Study of Personnel Needs in Senior Services Agencies." Testimony at the Public Workshop by the U.S. Senate Select Committee on Aging, Atlanta, March 15, 1991.

"A Report on the Study of Personnel Shortages in Social Services Agencies." Florida Pepper Commission on Aging, Tallahassee, April 12, 1991.

"Nursing Personnel Shortage." Florida Medical Association, Orlando, December 1990.

"Personnel in Long Term Care." Florida Association of Homes for the Aged, Miami, May 1990.

"Preliminary Report on the Nursing Shortage Study" Presentation to Florida House of Representatives Health Care Committee, November 1989.

"Priorities for Health Policy, 1989 Legislative Session" Presentation at Task Force for Senate Health Care Committee, eight member panel appointed by Senator Jeanne Malchon, 1989 Session.

"Preparing and Coping with the Challenges of Aging for Ourselves and Our Loved Ones," Florida Women's Network, March 18, 1988, Tallahassee.

Testimony. "Current Research Initiatives in Aging," Ad Hoc Committee on Aging, House of Representatives, January 5, 1987.

"Legal and Ethical Dilemmas of Health Care," FSU Law School and Center for Human Services and Policy, September 18, 1986, round table discussant.

"Beyond DRG's," Florida Hospital Association, Orlando, January 9, 1987, planning committee and session chair.

"Ethics and Autonomy for the Older Adult," Florida International University and DHRS, Miami, April 4-6, 1987, panelist and moderator.

"Negotiating the Political System for Nursing Input: Staff, Elected Officials, Appointees," Florida Association of Nursing Service Administrators Annual Meeting, Orlando, November 7, 1985.

"Impact of Hospital Cost Containment on the Elderly," Florida Council on Aging, Orlando, September 10, 1985.

"Containing Costs at the Cost Center Level," Memorial Medical Center Nurse Managers, Jacksonville, Florida, August 21, 1985.

"Current Legislation and Its Effect on Specialty Practice," American College of Nurse Midwives, Region 3, 4th Annual Conference, Delray Beach, Florida, June 23, 1985.

Cowart, M. "Teaching About Aging in Society," Florida Social Studies Teachers Annual Conference, with D. Speake, P. Whiteside, and M. L. Duggar, Tallahassee, Florida. October 18, 1985.

Cowart, M. "Policy Involvement in Lowering Hospital Costs in Florida," Graduate Class in Nursing Administration, Texas Woman's University, Houston Campus, Houston, Texas, March 11, 1985.

Cowart, M. "Primary Health Care Nurse Practitioner: One State's Perspective." Council on Primary Health Care Nursing Strategy Conference, American Nurses Association. Kansas City, Missouri, March 11, 1984.

Duggar, M.L. and Cowart, M. "Self-Management: Deterrent to Institutionalization." Third National Leadership Conference on Long Term Care Issues. Sponsored by Hillhaven Foundation, Washington, DC, March 9, 1984. (Refereed, proceedings published).

Cowart, M. E. "Creating a Safe Working Environment," American Nurses Association Bi-annual Convention, Washington, DC, July 1, 1982. (Program Chair)

Cowart, M. E. "Difference in Attitudes, Practice, and Work Setting for U.S. and Foreign Prepared Nurses in Florida, 1981," presented at Florida Nurses Association District Two Research forum, Jacksonville, Florida, June 7, 1982.

Cowart, M. E. "Teaching Public Policy," Public Policy Conference, National League for Nursing, Philadelphia, April, 1980. (published)

Cowart, M. E. "Nursing Leadership: A Future Perspective," Second Annual Management Workshop, Sigma Theta Tau, Gamma Epsilon and Theta Chapters (Boston University and Northeastern University), Boston, Massachusetts, February, 1980.

"Health Care Access and Cost," Florida Governor's Conference on Aging, Orlando, Florida, August, 1980. (Section Chairperson).

"Community Care for the Elderly," Moderator, Public Health Nursing and Gerontological Nursing Section, Florida

Nurses Association Convention, Miami, Florida, September, 1979.

"County Allocation of Funds for Health and Social Services Agencies," Leon County Association of Community Services, Tallahassee, Florida, March, 1979.

"Legal Testimony," Florida Nurses Association Convention Program, Community Health Nursing Section, Orlando, Florida, October, 1978.

"Ethical Issues in Health Care and Medical Research," Moderator and Conference Co-Chair, Tallahassee, Florida, October, 1978. (Funded by Florida Endowment for the Humanities).

"Florida Health Systems Agencies," Florida Nurses Association Convention Program, Miami, Florida, October, 1976.

PARTICIPATION IN COMMUNITY AND PUBLIC SERVICE:

National and Regional:

White House Conference on Aging, Delegate, December 2005. (appointed by the National Policy Committee)

Association for Gerontology in Higher Education, Membership Committee, 1994-1996.

National Council on Aging, Annual Meeting Local Arrangements Committee, Miami, May 1991.

American Nurses Association Credentialing Committee, 1988-1990. (five member committee that establishes policy for all nursing advanced certification programs).

American Public Health Association Governing Council, 1988-1990 (elected).

Southern Gerontological Society Board of Directors, 1988-1990, 2001-2003 (elected)
Public Policy Committee, 1990-1994.

American Nurses Association, Nominating Committee, 1986-1987, (elected).

Association for Gerontology in Higher Education, Publications Committee, 1986-1988. Program Committee, 1988-1990. Program and Local Arrangements Committee, 1989 Annual Meeting, Tampa.

Faculty Research Grant Support Program, Howard University, grant reviewer, 1987.

National League for Nursing Accreditation Site Visitor for Baccalaureate and Higher Degree Programs, 1985-1990.

American Nurses Association Council on Primary Care Nurse Practitioner's Task Force to Develop Strategies on Nurse Practitioner Issues, 1983-1984.

Southern Gerontological Society, Policy Committee Member, 1982-1983, 1989-1991, 2003-2005 (elected)..

American Nurses Association, Advisory Council Member, 1981-1983. (Council of 110 nurses nationwide to advise the Executive Director and Board of Directors).

U.S. Department of Food and Drug Administration, Panel on G.U. Implants, Rockville, Maryland, Consumer Representative, 1977-1978.

State:

Governor's Task Force on Excellence in Nursing Home Care, 2007- present.

Florida Osteoporosis Council, 2002-2003.

Commission on End of Life Care, Commissioner and Deputy Chair. Legislatively established Commission to report to the 1999 and 2000 Florida Legislatures. 1998-1999.

Florida Department of Elder Affairs, Geriatric Model of Care Task Force, 1996.

Florida Department of Health and Rehabilitative Services Health Program Office, Strategic Planning Task Force, 1966.

Florida Public Health Association, Gerontology Section Chair and Board Member, 1993-1994.

Agency for Health Care Administration. CHPA Data Advisory Committee, 1993.

Florida Health Care Cost Containment Board, Technical Assistance for state survey to 160,000 nurses, 1990-1991.

Task Force to Establish a Department of Elderly Affairs, 1990-1991. (Governor appointed).

Florida Council on Aging Board of Directors, 1988-1990 (elected).

Florida Hospital Cost Containment Board, 1985-1988. Nine-member board appointed by Governor Bob Graham to control costs in Florida's 270 hospitals, a 15 Billion Dollar a year industry. Vice Chair, 1986-1988. Indigent Care Work Group, Chair, 1987.

Nurses' Round Table, 1982-1983 (Statewide group convened to plan a coordinated data collection for the 110,000 licensed nurses in the state. Florida Department of Health and Rehabilitative Services, Comprehensive Health Planning. Consultant to statewide nurse manpower survey, 1983-85.

Florida Task Force on Competition and Consumer Cost in Health Care, 1982-1984 (Appointed to 17 member Task Force by Governor Bob Graham, proposed recommendations for Health Care Access Act passed in 1984 by the Florida Legislature).

Florida Hospital Cost Containment Board, Ad Hoc Advisory Panel 1981-1982.

Florida Governor's Conference on Aging, Committee on Health Care Access and Costs, Chairman, 1980 (published working paper).

Florida Nurses Association (6000 members)

Nominating Committee, Chair, 1991-1992

Ad Hoc Committee on Nurse Practice Act Sunset 1982-1986

Legislative Committee, 1983-1985

President (elected), 1981-1983

President Elect, (elected), 1981-1983

Board of Directors, (elected), 1977-1983
Division on Community Nursing Practice, Chairman (elected), 1977-1979; Vice Chairman (elected),
1976-1977

American Lung Association of Florida
Occupational Health Committee, 1985-1988.
Research and Education Committee, 1984-1996 (Grant Review)
Program Coordinating Committee, 1983-1985, Chair 1984-1985
Pulmonary Rehabilitation Task Force, 1982-1984
Board Member, 1975 to 1985.

"Nursing Interventions for the Patient with a Problem with Alcohol," Inservice education offered to statewide participants, sponsored by Florida Department of Health and Rehabilitative Services, 1977.

Public Health Training Task Force, Division of Health, Department of Health and Rehabilitative Services, 1974-1976. (Developed year-long course for public health nurses).

Local:

Tallahassee Memorial Healthcare Foundation, Board of Trustees, 2007-present.
Alzheimer's Resource Council of Tallahassee, 2005 to 2007.
Leon County Senior Outreach Committee, 2005 to present.
Leon County Indigent Care Council, 1998-1999.
AARP Community Council, 1995 to 1999.
Lake Ella Manor Advisory Board, 1989 to 1997.
Tri-County Home Health Care, Inc. (now, AmeriCare, Inc., Advisory Board, 1976-2001.
Tallahassee Senior Center Board of Directors, 1991-1993.
Advent Christian Village Technical Advisory Board, 1988-1990.
School Health Advisory Committee, Leon County School System, 1985-1989.
Big Bend Science Fair, Judge, Tallahassee, Florida, (1985-1990)
Panhandle Science Fair Judge, Tallahassee, Florida, 1984.
Leon County Science Fair Judge, Tallahassee, Florida, March 5, 1983.
Sigma Theta Tau Beta Pi Chapter, President, 1984-1985.
Long Range Planning Advisory Council: Health Services for the Elderly, Tallahassee Community Hospital, 1983.
Leon County Commission, Advisory Committee for Human Service Grant Review, 1977-1979, Chairman, 1978-1979.
Neighborhood Health Clinic, Board of Directors, 1974-1976.
Florida Nurses Association, District 23 (member, 1968 - present)
Board Member, 1972-1976, President, 1973-1974
American Lung Association of Florida, Big Bend Branch
Board Member, 1973 to 1987, Secretary, 1973-1974
Vice President, 1975-1978, 1982-1983
President, 1983-1985 (proposed city smoking ordinance)
Florida Panhandle Health Systems Agency
Council Board Member, 1976-1979
Nominating Committee Chairman, 1978-1979
Health Plan Development Committee Chairman, 1978-1979
Capital Sub-Council Board Member, 1976-1979
Department of Health and Human Services Self-Assessment
Process, 1981

Health Services Sub-Committee, 1972-1975 (became Florida Panhandle Health Systems Agency).
Comprehensive Health Planning of Big Bend, Inc.
Team Planning Committee, Primary Care, Big Bend Comprehensive Planning Clinic, 1969-1971 (became Neighborhood Health Clinic).

Service to the College of Social Sciences:

Coordinator, Health Policy Research Masters Degree, 1999-2003
Ad Hoc Committee to establish the Interdisciplinary Masters program in Health Policy Research, Chair. 1997-1999.
Askew School of Public Administration, Collins Chair search, outside member, 1996.
Academic Policy Committee, 1993-1997.
Teaching Incentive Program review committee, 1995, 1996.
Department of Geography Chair Search, outside member 1993-1994.
Administrative Committee, 1985-1992
Committee on Sexual Harassment and Discrimination, 1992.
Department of Sociology Chair Search, outside member, 1992.
Promotion and Tenure Committee, 1991-1993
Ad Hoc Space Committee, 1991-2.
College Information and Data Processing Committee, 1990-1992
Mildred and Claude Pepper Building Committee, Chair, 1990- present.
Search Committee, Mildred and Claude Pepper Professorship in Sociology, 1991.

Service to the Department of Urban and Regional Planning:

Director, Masters of Science in Planning program, 1994-1996.
Admission Committee, 1990-1991, 1994-1996.
Budget Committee, 1994-1996.
Administrative and Personnel Committee, 1990-1991; Chair, 1992-1994.
Curriculum Committee, Chair, 1992-1994, 1996-8 member, 1992-1998
Ad Hoc Committee on Minority Recruitment and Retention, Chair, 1994.
Minority Recruitment, 1996-1997.
Synoptikos (Planning student organization), faculty advisor, 1996-1997.

SERVICE TO THE SCHOOL OF NURSING:

Standing Committees:

Merit Ad Hoc committee, 1989-1990
Executive Committee, 1984-1988
Semester 5 Coordinator, 1984-1987
Coordinator NUR 3065 and NUR 3065L, 1984-1986
Graduate Education Committee, Member, 1980-1990
By-laws Committee, Member, 1988-1989
Promotion and Tenure, Member, 1976-1990, Chairman, 1977-1978, and 1986-1988
Community Health Nursing Faculty, Chairman, 1977-1978
Studies and Projects, Member, 1977-1978
Handbook Committee, Member, 1977-1978
Terminal Jury for RN students, Mentor, 1976-1979
Learning Resource Committee, Member, 1976-1977, and 1982-1985; Chair, 1983-1985

Student Affairs Committee, Member, 1976-1977
Curriculum Committee, Member, 1976-1979, 1980-1982, and 1987-1989

Ad Hoc Committees:

Ad Hoc Honors Committee, member, 1987-1988
Governor's Health Fair Coordinator, 1981-1983
Homecoming Conference Committee, 1981-1983
Student Appeals Chairman, 1981-1983
RN Advisory Committee, 1980-1981
Graduating Class Advisor, 1979
Role and Scope, School of Nursing, Participant, 1976
Development Community Health Nursing Specialty in the Masters Program Proposal, Participant, 1976, 1980, 1984-86
Ad Hoc Accreditation Report Committee, Member, 1977-1978
Self Study for Accreditation, Member, 1976-1977

SERVICE TO THE UNIVERSITY:

Westcott Lakes Retirement Community Board Member, 2005 to present.
Advisory Committee on University Senior Housing Community, 2003 to 2005.
SACS Sub Committee on _____, 2002-present.
Ad Hoc Strategic Planning Committee for the Office of Research, co-chair, 2001-2003.
Council for Research and Creativity, 2001-present.
Deans Sub Committee on Private Fund Raising, 2001-present.
Search Committee for the Associate Vice President for Research, chair, 2001.
Search Committee for the Dean of the School of Social Work, chair, 2000.
Search Committee for the Vice President for Research, chair, 2000.
Council of Deans, 1999-2003
Ad Hoc Committee on Faculty Support for Scholarly Activities, Co-chair, 1999-2003.
President's Committee to Implement Recommendations of the Futures Commission, 1998-1999.
Appointments Committee, Chair. 1998-1999.
Presidents Commission on the Future, Chair. 1997-1998.
Faculty Senate President, 1996-1998 (see separate committee listing)
Senate Steering Committee, 1986-1990, 1993-1999(vice-chair, 1994-1996)
Faculty Senator, 1977-1979, 1982-1984, 1985-1990, 1991-1999.
FSU Foundation Board, 1996-1998. Executive Committee, 1997-1998.
FSU National Alumni Association Board, 1996-1998.
Athletic Advisory Board, 1996-1998.
Ad Hoc Committee to Review the Panama Canal Zone Program, 1994- 1998.
Salary Equity Committee, 1993
Campus Development and Space Committee, 1991-1998, Chair Space Sub-committee, 1993-98.
Committee to Prepare SACS Report on Research, 1992-1993
Committee to Prepare for the Top 25 Public Universities, 1992-1993
Committee on Faculty Research Support (COFERS), 1993, 1999.
Senate Computing and Information Resources Committee, 1991-1994
Search Committee for Provost, 1994.
Search Committee for University President, 1990-1991; 1993-1994.
Search Committee for Director of Budget and Fiscal Analysis, 1990
Ad Hoc Committee on Public Health, 1988-1989

Senate Library Committee, 1988-1991, (Chair 1988-1989)
Promotion and Tenure Committee, 1986-1987
Calendar Committee, 1986-1989
Student Health Fees, 1987
FSU Alumni Task Force on Planning for the Future, 1987-88
Allied Health Council, 1984-1989 (Regional Committee established by the Board of Regents)
Ad Hoc Committee on Health Care Financing, 1983-85
Ad Hoc Committee on Gerontology, 1983-85
Faculty Senate Budget Committee, 1983-1985
Graduate Policy Council Subcommittee to Review Doctoral Program in Biological Sciences, 1983-1984,
 Subcommittee to Review Doctoral Program in Counseling and Human Systems, 1985-1986,
 Subcommittee to Review Doctoral Program in Spanish, 1986-1987
Graduate Policy Council, 1982-1987
League of Mentors, 1982-1988
Admissions Committee, Program in Medical Sciences, 1977-1979
Council for Instruction, 1981-1983
Disability Task Force, 1978-1979
Public Service Coordinating Council, 1978-1979
Honorary Degree Committee, 1978-1979
Curriculum Committee, 1978-1979
Insurance and Benefits Committee, 1977-1979

SERVICE TO THE STATE UNIVERSITY SYSTEM:

Chancellor's Task Force on Service to K-12, 1999-2000.
Faculty Senate Presidents Advisory Council, 1994-1998.
International Exchange Center on Gerontology
 Search Committee for Director, 1990-1992
 Advisory Board, 1985-1992
 Task Force to Define Mission, 1991
SUS University Centers on Gerontology, consortia, 1985-1992.

DOCTORAL COMMITTEES:

Pam Finnerty, College of Education, Counseling and Human Systems. "A Model for Chronically, Mentally Ill Aged Clients," completed in 1982. Patricia Johnson, Major Professor.

Sandra Schoenfisch, College of Education, Higher Education. "Attrition in Schools of Nursing," completed in 1983. Lou Bender, Major Professor.

Nancy Smith, Home and Family Life. "The Interaction of Family Environment and Metabolic Control in Type II Non-Insulin Dependent Diabetes Mellitus," completed in 1985. Kal Zonker, Major Professor.

Chris Mansfield, Public Administration. "An Analysis of Emergency Medical Services System Policy in Florida." Completed 1988, Pete Page, Major Professor.

Janice Weber, Home and Family Life. "The Impact of Family Attitudes on the Quality of Life of the Member Who is Terminally Ill Due to Breast Cancer." Completed 1987. Mary Hicks, Major Professor.

Ann Kravitz, Adult Education. "Volunteerism and Organizational Structure of Voluntary Agency." Completed

1987. Irwin Jahns, Major Professor.

Fran Martin, Adult Education. "Client's and Nurses' Perceptions of the Nurse's Teaching Role and Its Effect on Learning." Completed, 1988. Roy Ingham, Major Professor.

Carrie Heck, Counseling and Human Systems. "Occupational Stress in Working Women." Completed 1986. Ann Hingst, Major Professor.

Rieko Darling, Communication Disorders. "The Effect of Loudness on Auditory Brain Response." Completed, 1987. Lloyd Price, Major Professor.

Louise Kahn, Home and Family Life. "Sibling Relations in Caregiving of Older Parents." Completed, 1987. Craig Everett, Major Professor.

Terri Gesse, Educational Leadership. "Involvement of Nurse Midwives in Policy." Completed, 1989. Sandi Melton, Major Professor, Educational Leadership.

Ken Ackerman, Home and Family Life. "Early Parental Death as a Psychogenic Correlate in Neoplastic Disease," completed, 1988. Mary Hicks, Major Professor, Home and Family Life.

Larry Solberg, Communication Disorders. "A Study of the Conversational Discourse Among Right Hemisphere Brain-damaged Patients." Completed 1990. Amy Weatherby, Major Professor.

Mary Mathis, Sociology. "Historical Analysis of the Lay Midwife in Florida." Completed 1990. Bruce Bellingham, Major Professor.

Mark Paugh, Educational Leadership. "Continuing Education Requirements in Respiratory Therapy." Completed 1990. Clyde Maurice, Major Professor, Educational Leadership.

Harry Cartright, Educational Leadership. "Job Satisfaction Among Respiratory Care Program Chairpersons." Completed, 1990. Allan Tucker, Major Professor, Educational Leadership.

Kate Bemis, Religion. "Four Ethical Issues in Aging." Completed 1990. Leo Sandon, Major Professor, Religion.

Janet Colson, Food and Nutrition. "The Effectiveness of a Nutrition Education Program Designed for Sodium Reduction in an Elderly Population." Completed, 1990. Nancy Green, Major Professor, Nutrition and Food Science.

Edna Johnson, Marketing. "Satisfaction of Older Consumers." Completed 1991. Mel Stith, Major Professor, Marketing.

Lynn McCorkel, Library Science. "Treatment Information Channels and Treatment Information Seeking Behavior of HIV Positive Persons in Dade County." Completed 1991. Ron Blazek, Library Science, Major Professor.

David LeGardre, Home and Family Life. "The Impact of Death on Family Member Quality of Life." Completed 1992. Carol Darling, Home and Family Life, Major Professor.

Sherry Shuian Su, Library Science. "An Investigation of Perceived Information Needs and Information Seeking Behavior of the Elderly Chinese Immigrants in the Los Angeles Area." Completed, September 1993. Charles Conoway, Major Professor.

Jessie D. Redding-Barkley, Education. "The Different Perceptions of Job Satisfaction Among Laboratory Directors and Medical Technologists of Various Personality Types." Completed 1994. Holly Thomas, Major Professor.

Cornelius Tiggelman, Home and Family Life. "Coping with Stress and Quality of Life for Persons with AIDS and their Families." Completed 1994. Carol Darling, Home and Family Life, Major Professor.

Lein Fang Han, Sociology. "Race, Gender and Access to Care for Persons with AIDS: The Case of Florida Medicaid." Completed 1994. Ike Eberstein, Major Professor.

Edward Schumacher, Economics. "The Labor Market for Registered Nurses: Hospitals, Training and Turnover." Completed 1994. Barry Hirsch, Major Professor.

John Tichenor, Sociology. "New Federalism and Social Policy: A Case Study of Board and Care Home Regulations." Completed Fall 1994. Jill Quadagno, Major Professor.

Susan Phillips, Political Science. "State Certificate of Need: An Event History" Completed Spring 1995. Charles Barrilleaux, Major Professor.

Penny Pearson, Education. "The Relationship Between Rehabilitation Professionals' Attitudes Towards Older Adults and their Perceptions of Family Involvement in the Rehabilitation Process." Defended Summer 1995. Debra Ebner, Major Professor.

Monica Hingorani Nandan, Social Work. "An Exploration of Social Service Staff Members' Commitment to Interdisciplinary Care Plan Teams." Defended, Summer 1996. Shimon Gottschalk, Major Professor.

Elizabeth Jane Riegner, Home and Family Life. "The Relationship of Role Strain, Percieved Social Support, and Humor to Quality of Life Among Couples Experiencing the Life-Limiting Illness of Chronic Obstructive Pulmonary Disease." Defended, Summer 1996. Tom Cornille, Major Professor.

Sandra Prater, Social Work. "The Effects of a Perinatal Intervention Program on Pregnancy Outcomes for Urban Native American Mothers and Infants." Defended Summer 1996. Patricia Martin, Major Professor.

Yvonne Kay Smith, Home and Family Life. "An Examination of Marital Stress, Sexual Satisfaction, Marital Satisfaction, and Quality of Life of Myocardial Infarction Patients." Defended, Summer, 1996. Mary Hicks, Home and Family Life, Major professor.

Walter Prather, Human Sciences. "Family Stress and Learned Helplessness: Risk Factors Influencing Marital Satisfaction and Quality of Life." Dissertation defended, 1997. Carol Darling, Major Professor.

Sheila LittleJohn Blake, Human Sciences. "Family Patterns in African-American Families Who Are Coping with Childhood Asthma. Dissertation defended, 1997. Tom Cornille, Major Professor.

Christopher Linsin, History. "More than Amenity Alone: A Social History of Retirement in the Century Villages, 1968-1992. Completed, 1997. Neil Betton, Major Professor.

Brian Celso, "The Relationship between Health Status, Humor as a Coping Strategy, and Life Satisfaction among Institutionalized Older Adults." Dissertation defended, 1998. Debra Ebner, Major Professor.

Ellen L. Crawford, Psychology. "A Study of the Relationship between Coping Strategies, Percieved Control and Successful Aging." Dissertation defended, 1998. Mark Licht, Major Professor.

Betty Presnell, Education. How Small Business managers Acquire the Knowledge Necessary for Success. Dissertation Defense March 1999. Irwin Jahns, Major Professor.

Ute Krappen, Urban and Regional Planning. _____ Defended, 1999. Peter Doan, Major Professor.

Patricia Ann Rivera, Psychology. "Effectiveness of a Psychoeducational Intervention for the Reduction of Distress in Mexican-American Caregivers of Demented Patients" Defended, 1999. Edwin I. Magargee, Major Professor.

Janet Nambi, Marriage and the Family. "Resiliency and Vulnerability among Bereaved Adolescents: A study of the Susceptibility of Bereaved Adolescents to Delinquency, Social, Psychological and School Problems. Charles Figley, Major Professor.

Vickie Lund, Human Sciences. "Perceived Quality of Life for Persons with BiPolar Disorder: The Role of Medical Compliance, Family and Health Stress, Level of Coping, and Health Locus of Control. Defended, 1999. Carol Darling, Major Professor.

Jennifer Troiler, Economics, "An Empirical Investigation of Economic Regulation in the Nursing Home Industry." Defended, 1999. Tim Sass, Major Professor

Steve Presnell, Education. Defended, 2001. Irwin Jahns, Major Professor

Don Workman, Education. Defended, 2001. Irwin Jahns, Major Professor.

Alicia Lobos Maki, Education. Defended, 2005. Jane Burkhead, Major Professor.

Josephine Kershaw, Education. Defended, 2000. Sande Milton, Major Professor

Linda Johnson, Human Sciences. Defended 2000. Bonnie Greenwood, Major Professor.

Bea Mitzar, Adult Education, Defended, 2001. Irwin Jahns, Major Professor.

Elsie Crowell, Urban and Regional Planning. Dissertation Phase. Mary Ellen Guy, Major Professor.

Annie Jackson, Social Work. Defended. Linda Vinton, Major Professor.

George Luke, Sociology, Defended 2004, Patricia Martin, Major Professor

Terry Reese, Rehabilitation Counseling, Defended 2003. William English, Major Professor.

Tina DesHotels, Sociology, Defended 2004. Jill Quadagno, Major Professor.

Rachel LaCroiz, Sociology. Defended 2006. Patricia Martin, Major Professor.

Rhonda Waddell, Social Work. Defended 2006. Neil Abell, Major Professor.

Susan Kallaher, Rehabilitation Counseling. Prospectus phase. Debra Ebner, Major Professor.

MASTERS COMMITTEES:

Donna Darity, Nursing. "The Effect of Shared Decisionmaking on Client Health Behavior." Completed, 1988. Marie Cowart, Major Professor.

Betty Sanford, Nursing. "Intensity of Care Needs Within to Diagnostic Related Groups." Completed, 1988. Dianne Speake, Major Professor.

David Teitelman, Urban and Regional Planning. "Planning for the Elderly: A Long Term Coordinated Approach to Meeting the Health and Housing Needs of the 65 Year Old Population in Tallahassee." Research paper completed 1992. Marie Cowart, Major Professor. (Presidential Management Intern finalist)

Susan Shewmake, Urban and Regional Planning. "The Impact of the Health Care System on the City of Tallahassee." Research paper completed 1992. Marie Cowart, Major Professor.

Leslie Resnick, Urban and Regional Planning. "Perceptions of Do Not Resuscitate Orders." Research paper completed 1993. Marie Cowart, Major Professor. (paper published in the Journal of Social Work and Health,26(4):1-21.

Althea Plair, Urban and Regional Planning. "Relationship of Population Growth and Increasing Health Costs to the State." Research paper completed 1993. Marie Cowart, Major Professor.

Rea Ann Weichman, Urban and Regional Planning. "Feasibility Study of a Community Hospital Maternity Service." Research paper completed 1993. Marie Cowart, Major Professor.

Tom Hamby, Urban and Regional Planning. "Policy Response to Pre-School Children's Immunization Levels." Completed 1993. Marie Cowart, Major Professor.

Tanya Wojner, Urban and Regional Planning. "Nursing Home Access for Persons with AIDS." Completed 1994. Alan Kubrin, Major Professor.

Frances Henry, Nursing. "Life Course of Widows Who Are Black." Completed Fall 1994. Mary Shannahan, Major Professor.

Gavin Kennedy, Urban and Regional Planning. "Ryan White Funding for Persons with AIDS." Completed Spring 1995. Marie E. Cowart, Major Professor. (Presidential Management Intern)

Jill Hunley, Urban and Regional Planning. "Sub-Acute Care in Florida Nursing Homes." Completed Spring 1995. Rebecca Miles Doan, Major Professor.

Lisa Wallace, Urban and Regional Planning. "Service Needs of the Elderly." Completed 1996. Marie E. Cowart, Major Professor. (Presidential Management Intern)

Mary Holton, Urban and Regional Planning. "Equity and Other Ethical Issues in Explicit Health Care Rationing: Utilitarianism and the Oregon Health Plan." Completed, 1996. Marie E. Cowart, Major Professor.

Susan Hammersten, Urban and Regional Planning. "Hospital Accessibility for Rural Residents of Florida, 1993." Completed 1996. Marie E. Cowart, Major Professor. (Presidential Management Intern)

Alissa Barber, Urban and Regional Planning. "Technology Industry Expansion in the Orlando Area." Completed,

1998. Rebecca Miles-Doan, Major Professor.

Greg Jones, Urban and Regional Planning. Health and Retirement: A National Cohort Study, Completed 1997..
Marie E. Cowart, major professor.

Farnita Saunders, Urban and Regional Planning. "Success in Linking Supportive Services and Housing Assistance."
Completed 1997. Charles Connerly, Major Professor.

Kim Allen, Nursing. "Attitudes of BS and AS Nursing Students about Alcoholism." Completed, 1997. Patricia Dean,
Major Professor.

Lisa Gray, Urban and Regional Planning. "Influence of Socioeconomic and Behavioral Factors on Health Conditions in
the Elderly: A Case Study Involving Central Florida." Completed 1998. Marie E. Cowart, major professor.

Jacqueline McNeil, Urban and Regional Planning. "Risk Factors for Nursing Home Admission." Completed 1998.
Marie E. Cowart, major professor.

Jimmy Pastrano, Geography. "Health Care Resource Allocation: Spatial Access to Clinics for Florida's Migrant
and Seasonal Farm Workers." In process. Jan Kodras, Major Professor.

Debbie Wager, Urban and Regional Planning. Defended, Summer 1999. Marie E. Cowart, major professor.

Julie Helter, Urban and Regional Planning, Defended Spring 2001, Marie E. Cowart, major professor.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CANOPY ROADS CITIZENS COMMITTEE



**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: Katie Britt		Date: 3/29/2016 5:14:44PM
Home Phone: (863) 307-1329	Work Phone: ()-X	Email: katiesueb10@yahoo.com
Occupation: ENVIRONMENTAL SPECIALIST	Employer: FL DEP	
Preferred mailing location: Home Address		
Work Address: 3900 COMMONWEALTH BLVD MS3570		
City/State/Zip: TALLAHASSEE, FL 32399		
Home Address 1900 CENTRE POINTE BLVD APT 18		
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?	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?		6 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?		
<i>If you are appointed to a Committee, you are expected to attend regular meetings.</i>		
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?		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: 23.00
Disabled? No	District: District 5	

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.

I HAVE NOT BEEN ON ANY OTHER COMMITTEES FOR LEON COUNTY. I GRADUATED FROM FSU IN 2014 WITH AN ENVIRONMENTAL SCIENCE DEGREE DOUBLE MAJORING IN INTERNATIONAL AFFAIRS WITH A CONCENTRATION IN RELIGION. I AM PURSUING A MASTER OF SCIENCE DEGREE IN NATURAL RESOURCE POLICY FROM THE UNIVERSITY OF FLORIDA ONLINE UTILIZING THE STATE TUITION WAIVER. I HAVE BEEN WORKING FOR FL DEPT. OF ENVIRONMENTAL PROTECTION FOR THE PAST 2 YEARS. I AM CURRENTLY IN THE WATER RESTORATION DIVISION MANAGING NONPOINT SOURCE FEDERAL AND STATE GRANTS FOR WATER QUALITY IMPROVEMENT. I AM ON THE BOARD FOR THE JUNIOR LEAGUE OF TALLAHASSEE AND AT THE END OF MAY I WILL BE A CERTIFIED FLORIDA MASTER NATURALIST THANKS TO THE LEON COUNTY IFAS EXTENSION OFFICE. I ENJOY VOLUNTEERING FOR OUTDOOR ENVIRONMENTAL OR SPORTING EVENTS AS WELL AS EVENTS FOCUSED AROUND GIRLS AND CHILDREN.

I MET MS. MARY ANN LINDLEY TODAY AND WAS BLOWN AWAY BY HER KINDNESS AND INTEREST IN MY LIFE- I HOPE I COULD BE A GOOD FIT FOR A COMMITTEE AND CAN CULTIVATE MY PASSIONS THROUGH THIS EXPERIENCE.

References (you must provide at least one personal reference who is not a family member):

Name: TRINA VIELHAUER Telephone: 850-245-2998
Address: 3900 COMMONWEALTH BLVD. MS3600, TALLAHASSEE, FL 32399

Name: TOM SINGLETON Telephone: 850-556-9733
Address: 285 TAYLOR ROAD, MONTICELLO, FL 32344

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? Yes

If yes, please explain. FL DEP CONTRACTS WITH LEON COUNTY FOR CERTAIN SERVICES AND TO MANAGE CERTAIN GRANT/STATE FUNDS. THIS DOES NOT RELATE TO MY

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: Katie Britt

This application was electronically sent: 3/29/2016 5:14:44PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CANOPY ROADS CITIZENS COMMITTEE

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>											
<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Name: PIERCE TODD WITHER</td> <td style="border: none;">Date: 5/11/2016 11:55:56AM</td> </tr> <tr> <td style="border: none;">Home Phone: (850) 320-4549</td> <td style="border: none;">Work Phone: (850)222-2636X</td> </tr> <tr> <td style="border: none;">Email: piercewithers@gmail.com</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Occupation: DIRECTOR OF FINANCE</td> <td style="border: none;">Employer: ST JOHN'S EPISCOPAL CHURCH</td> </tr> </table>		Name: PIERCE TODD WITHER	Date: 5/11/2016 11:55:56AM	Home Phone: (850) 320-4549	Work Phone: (850)222-2636X	Email: piercewithers@gmail.com		Occupation: DIRECTOR OF FINANCE	Employer: ST JOHN'S EPISCOPAL CHURCH		
Name: PIERCE TODD WITHER	Date: 5/11/2016 11:55:56AM										
Home Phone: (850) 320-4549	Work Phone: (850)222-2636X										
Email: piercewithers@gmail.com											
Occupation: DIRECTOR OF FINANCE	Employer: ST JOHN'S EPISCOPAL CHURCH										
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<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 A 4TH GENERATION FLORIDIAN AND A NATIVE OF LEON COUNTY.

I HOLD TWO GRADUATE THEOLOGICAL DEGREES FROM ANDOVER-NEWTON THEOLOGICAL SCHOOL (BOSTON, MASS.) AND A BACHELOR'S DEGREE FROM FLORIDA INTERNATIONAL UNIVERSITY (MIAMI, FLA.). I AM AN ORDAINED CHRISTIAN MINISTER IN THE ANGLICAN-CATHOLIC TRADITION.

I AM AN ACTIVE MEMBER AND VOLUNTEER AT THE EPISCOPAL CHURCH OF THE ADVENT. RECENT COMMUNITY ACTIVITIES INCLUDE WORKING TO FEED AT-RISK CHILDREN DURING THE SUMMER, SERVING AS A BOARD MEMBER FOR BIG BEND HABITAT FOR HUMANITY, TREASURER AND SPRING PARTY HOST OF THE COTILLION CLUB OF TALLAHASSEE, AND ADVOCATE FOR SAFE PEDESTRIAN PATHWAYS IN OUR COMMUNITY'S HISTORIC IN-TOWN NEIGHBORHOODS.

I AM AN AVID STUDENT OF THE HISTORY OF OUR AREA, AND A PASSIONATE SUPPORTER OF EFFORTS TO PROTECT LEON COUNTY'S ICONIC CANOPY ROADWAYS WHILE PLANNING FOR RESPONSIBLE AND SUSTAINABLE GROWTH IN OUR COMMUNITY.

AS A RESIDENT OF ONE OF TALLAHASSEE'S MOST BEAUTIFUL CANOPY ROADS, I AM BLESSED TO LIVE IN SUCH AN INCREDIBLE PLACE AND TAKE SERIOUSLY THE RESPONSIBILITY TO PRESERVE LEON COUNTY'S NATURAL BEAUTY AND CULTURAL RESOURCES FOR GENERATIONS TO COME.

References (you must provide at least one personal reference who is not a family member):

Name: MR BILL MOOR, JR Telephone: 850-402-8020
Address: CAPITAL CITY TRUST CO

Name: REV RANDALL SARTIN Telephone: 850-386-5109
Address: CHURCH OF THE ADVENT

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: PIERCE TODD WITHERS

This application was electronically sent: 5/11/2016 11:55:56AM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CANOPY ROADS CITIZENS COMMITTEE

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: Ken Schilling		Date: 6/13/2016 6:05:01PM
Home Phone: (850) 567-1043	Work Phone: (-)X	Email: kenrschilling@gmail.com
Occupation: RETIRED	Employer: RETIRED	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE, FL		
Home Address 2520 STONEHOUSE CT		
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?		31 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?		
<i>If you are appointed to a Committee, you are expected to attend regular meetings.</i>		
How many days permonth would you be willing to commit for Committee work?		1
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
<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>		
Race: Caucasian	Sex: Male	Age: 65.00
Disabled? No	District:	
<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>		

OTHER THAN BEING A CYCLIST ON TALLAHASSEE'S CANOPY ROADS FOR 35+ YEARS (AND BEING AN UNAPOLOGETIC TREE-HUGGER), MY ABILITY TO FOLLOW INSTRUCTIONS WHILE REMAINING MOSTLY PLEASANT ARE MY MAJOR QUALIFICATIONS TO SERVE.

ALL SERIOUS ASIDE, I HAVE BEEN A TALLAHASSEE RESIDENT SINCE 1970 (SAVE 3 YEARS IN PENSACOLA '85-'88). I RETIRED IN 2013 AFTER 42 YEARS IN THE FINANCE AND INSURANCE INDUSTRY WITH MY LAST "TOUR OF DUTY" AT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES.

IN MY MIND, AT LEAST, I KNOW HOW TO BE OF SERVICE TO INTERNAL AND EXTERNAL CUSTOMERS AND I BELIEVE THAT I HANDLE DOCUMENTS REALLY WELL. WHEN PUSHED, I AM ABLE TO ORGANIZE 2 ROCKS IN A PAPER BAG.

I'D LIKE TO DO ALL A CITIZEN COULD DO TO PRESERVE AND PROTECT WHAT MAKES TALLAHASSEE/LEON COUNTY THE SUPERB PLACE IT IS. I CURRENTLY VOLUNTEER AS A MEALS-ON-WHEELS DELIVERER (ON A BICYCLE, OF COURSE, THROUGH CAPITAL CITY CYCLISTS BICYCLE CLUB), HAVE PARTICIPATED IN ABILITY FIRST AND HABIT-FOR-HUMANITY BUILDS AND PICK UP LITTER WHEN WALKING MY DOG.

PRETTY IMPRESSIVE, HUH?

ANY CONSIDERATION WILL BE APPRECIATED.

References (you must provide at least one personal reference who is not a family member):

Name: DENNIS SCOTT Telephone: 850-228-7825
Address: NATHANIEL TRACE, TALLAHASSEE

Name: DEAN DUGGER Telephone: 850-544-2243
Address: QUAIL VALLEY RD, TALLAHASSEE

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.


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 - If yes, please explain.
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 - 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: Ken Schilling

This application was electronically sent: 6/13/2016 6:05:01PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CANOPY ROADS CITIZENS COMMITTEE

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: Michael (Blair) Thomas	Date: 6/17/2016 1:57:04PM
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Home Phone: (503) 616-0304	Work Phone: (-)X	Email: mbt12@my.fsu.edu
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Occupation: GRADUATE ASSISTANT / INSTRUCTOR	Employer: FLORIDA STATE UNIVERSITY
---	------------------------------------

Preferred mailing location: Home Address
 Work Address: 113 COLLEGIATE LOOP
 BELLAMY BUILDING 634
 City/State/Zip: TALLAHASSEE, FL 32306

Home Address 472 WEST JEFFERSON ST. APT. #305
 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?	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?	4 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?

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? 1
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Race: Sex: Age:
 Disabled? 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.

CURRENTLY I AM A PHD CANDIDATE AT FLORIDA STATE UNIVERSITY AND I TEACH UNDERGRADUATE COURSES AT THE ASKEW SCHOOL OF PUBLIC ADMINISTRATION AND POLICY. I HOLD A MASTER'S IN PUBLIC HEALTH FROM PORTLAND STATE UNIVERSITY AND A MASTER'S IN PUBLIC ADMINISTRATION FROM FLORIDA STATE UNIVERSITY.

I WORKED ON VARIOUS COMMITTEES (LOCAL, REGIONAL, AND STATE) FROM 2009-2012 IN THE STATE OF OREGON, SO I DO HAVE EXTENSIVE EXPERIENCE VOLUNTEERING AND WORKING IN THAT CAPACITY. I HAVE ALSO VOLUNTEERED FOR NUMEROUS CAUSES THAT ARE IMPORTANT TO ME.

I AM APPLY TO VOLUNTEER ON EITHER COMMISSION, BECAUSE THERE IS A NEED AND I WOULD LIKE TO GET INVOLVED RIGHT AWAY AND MAKE ANY CONTRIBUTION THAT IO CAN!

References (you must provide at least one personal reference who is not a family member):

Name: DR FRAN BERRY Telephone: 850-644-7603
Address: 113 COLLEGIATE LOOP BELLAMY BUILDING 649 TALLAHASSEE, FL 32306

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? No

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: Blair Thomas

This application was electronically sent: 6/17/2016 1:57:04PM

CURRICULUM VITAE

Blair Thomas, M.P.H., M.P.A., PhD Candidate

June 17, 2016

634 Bellamy Building

Askew School of Public Administration and Policy

Florida State University

Tallahassee, FL 32306-2250

EDUCATION

- 2012-Present Ph.D. in Public Administration and Policy, Gov. Reubin O'D. Askew School of Public Administration and Policy, Florida State University, Tallahassee, FL
- 2015 Certificate, Public Financial Management, Gov. Reubin O'D. Askew School of Public Administration and Policy, Florida State University, Tallahassee, FL
- 2014 M.P.A. (Public Financial Management), Gov. Reubin O'D. Askew School of Public Administration and Policy, Florida State University, Tallahassee, FL
- 2012 M.P.H. (Health Management and Policy), Sen. Mark O. Hatfield School of Government, Portland State University, Portland, OR
Final Paper: Tobacco Policy Recommendation for Tualatin Hills Parks and Recreation District (Beaverton, OR). *The paper was used to facilitate the organization's Smoke-Free Initiative, which was implemented in 2014.
- 2007 B.A. in Political Science, Minor in Education, The University of Portland, Portland, OR

RESEARCH & TEACHING INTERESTS

Public Administration * Health Administration * Marketing and Branding * Financial Management * Qualitative Methods

RESEARCH PUBLICATIONS UNDER REVIEW

- 2016 Thomas, Blair. Ky-necting the Dots: How Kentucky's Willingness to Loosen the Reins Sparked a Health Insurance Enrollment Race in the Bluegrass State.
- 2015 Lu, Y., Yang, K., and **Thomas, B.** (2015). Designing Performance Management Systems in Anticipation of Unintended Consequences: What Can We Learn from the Stop and Frisk Practices and Performance System in New York City?

NON-REFEREED PUBLICATIONS

- 2015 Thomas, Blair. (2015). Ferocity and grace. *Portland: The University of Portland Magazine*, 35(3): 5.

ACADEMIC HONORS & AWARDS

- 2016 Conference Travel Grant, College of Graduate Students, Florida State University (\$200)
- 2015 Student of the Month: May 2015, Gov. Reubin O.D. Askew School of Public Administration and Policy, Florida State University
- 2014 Who's Who among Students in American Universities and Colleges, New York, NY
- 2014 Nominated, Student Seminole Award, Florida State University
Awarded to students who have made special contributions to the University in the areas of leadership and service.
- 2013 FSU Foundation Seminole Torchbearers 27th Annual Class
Recognizes 100 Students for Leadership Contributions to FSU
- 2013 Pi Alpha Alpha Honor Society, Florida State University
- 2013-Present Florida State University Grant (4x), The Graduate School (\$4,000)
- 2012 Upsilon Phi Delta Honor Society, Portland State University
- 2012 Outstanding Professional Development Award, Hatfield School of Government, Portland State University
- 2012-Present Gov. Reubin O.D. Askew Eminent Scholar Chair Assistantship Award, Askew School of Public Administration and Policy, Florida State University (\$103,000)
- 2012-Present Alumni Profile, Hatfield School of Government, Portland State University,
- 2007 Dean's List, University of Portland, Portland, OR
- 2003-2005 Dean's List / President's List, Portland Community College, Portland, OR

TEACHING HONORS & AWARDS

- 2015-2016 Program of Instructional Excellence Teaching Associate, Florida State University (\$3,500)

2015, 2016 Nominated (2x), Outstanding Teaching Assistant Award, Program of Instructional Excellence, Florida State University

RESEARCH & GRADUATE APPOINTMENTS

2013-2016 Graduate Assistant for Dr. Kaifeng Yang, Florida State University

2013 Grant Research Assistant, National Institutes of Health (NCI), R03, "Behavioral and Environmental Contributors to Tobacco Disparities in Rural Youth," Principal Investigator: Debra Bernat.

2012-2013 Graduate Assistant for Dr. Lance deHaven-Smith, Florida State University

2012 Researcher, Tualatin Hills Parks and Recreation District, Beaverton, OR

TEACHING EXPERIENCE

2015 Guest Lecturer, Public Administration 4223: Budgeting & Finances, Florida State University

2014-Present Instructor of Record, Public Administration 3003: Public Administration in American Society, Florida State University, 5 Terms

2014 Academic Tutor, Department of Athletics, Florida State University

2013-2016 Teaching Assistant, Public Administration 5106: Public Organizations (Graduate Level Online), Florida State University, 7 Terms

2011-2012 Teaching Assistant, Public Health Education 363: Communicable Diseases and Chronic Health Problems, Portland State University, 5 Terms

2011 Teaching Assistant, Public Health Education 410: Stress, Food, and Health, Portland State University, 1 Term

NATIONAL TEACHING CERTIFICATIONS & TRAININGS

2016* Preparing Future Faculty (PFF) Certificate, The Graduate School, Florida State University

*Participated in over 20 hours of continuing education related professional development in collegiate teaching.

2016* Preparing Future Professionals (PFP) Certificate, The Graduate School, Florida State University

- 2014 College Reading and Learning Associations (CRLA) Tutor Certification
- 2013 Program of Instructional Excellence Advanced Certificate, The Graduate School, Florida State University
*Participated in over 10 hours of continuing education related professional development in collegiate teaching.
- 2012 Program of Instructional Excellence Certificate, The Graduate School, Florida State University

CONFERENCE PRESENTATIONS

- 2016 Thomas, Blair. (2016). Ky-necting the Dots: How Kentucky's Willingness to Loosen the Reins Sparked a Health Insurance Enrollment Race in the Bluegrass State. Presented Paper at the American Society for Public Administration (ASPA), Seattle, WA.
- 2015 Thomas, Blair. (2015). Kynect-ing the Dots: An Analysis into Kynect and the Stakeholders Responsible for the Branding and Marketing of Kentucky's State Health Insurance Marketplace. Presented Paper at the Northeast Conference of Public Administration (NECoPA), Arlington, VA.
- 2014 **Lu, E., Yang, K., and Thomas, B.** (2014). Police Management and Government Accountability: A Case Study of Stop and Frisk Practices in New York City. Presented Paper at the Association for Public Policy Analysis and Management (APPAM), Albuquerque, NM.
- 2014 Thomas, Blair. (2014). Un-Cover-ed Oregon: How Officials at Cover Oregon Failed to Take into Account Proper Procurement Processes in the Development of the State Health Insurance Exchange. Presented Paper at the Southeast Conference of Public Administration (SECoPA), Atlanta, GA.
- 2014 **Bernat, D., Saunders, C., and Thomas, B.** (2014). Cigarette and smokeless tobacco use and acquisition among metropolitan and rural adolescents. Presented Poster at the 14th Annual Meeting of the American Academy of Health Behavior, Charleston, SC.
- 2014 Thomas, Blair. (2014). Mirrored Reflections: An Investigation into the Identity Crises that Public Administration and Public Health Share. Presented Paper at the Florida Political Science Association (FPSA) Conference, St. Augustine, FL.

- 2013 Thomas, Blair. (2013). Mirror, Mirror on the Wall: An Investigation into the Identity Crises that Public Administration and Public Health Share. Presented paper at the Southeast Conference of Public Administration (SECoPA), Charlotte, NC.
- 2006 Thomas, Blair. (2006). The Role of Religion on Immigrant Voting. Presented paper at the American Experiment: Religious Freedom Conference, Portland, OR.

TEACHING PRESENTATIONS

- 2016 **Thomas, B** (2016). The Understated Value of Teaching at the Askew School. Presentation for the Program of Instructional Excellence at the Florida State University Graduate School, Tallahassee, FL.
- 2016 **Marcous, M. & Thomas, B.** (2016). Go Big or Go Home: Activities for Large Classrooms. Presentation for the Program of Instructional Excellence at the Florida State University Graduate School, Tallahassee, FL.

CONTRIBUTIONS & SERVICE

Public Service

- 2015-2016 Volunteer, Ronald McDonald House Charities, Tallahassee, FL
- 2014 Volunteer, Providence Healthcare & MLS Portland Timbers "Moving Oregon" Children's Event, Portland, OR
- 2010-2012 Secretary and Treasurer, Oregon Governor's Council on Physical Fitness and Sports, Salem, OR
- 2010-2012 Tualatin Hills Parks and Recreation District Parks Advisory Board, Beaverton, OR
- 2007-2011 Beaverton (Oregon) Human Rights Advisory Commission
2010 Diversity Award Committee Chair

Professional / Academic Service

- 2016-Present Reviewer, *Public Administration Review*

University Service

- 2016-Present Honors, Scholars and Fellows Student Collaboration Committee, The Graduate School, Florida State University

- 2016 OTAA Peer Review Committee, The Graduate School, Florida State University
- 2015 Moderator, University-Wide Teaching Assistant Training, Program of Instructional Excellence, Florida State University
- 2013-2014 Peer Mentor, HealthyNOLE Health Promotion Program, Florida State University
- 2006-2007 Senior Sports and Features Reporter, *The Beacon* Student Newspaper, The University of Portland
- 2005 Men's Basketball, The University of Portland

Department Service

- 2016 PAD Undergraduate Accreditation Committee, Askew School of Public Administration and Policy, Florida State University
- 2016 PAD Ethical Course Development Committee, Askew School of Public Administration and Policy, Florida State University
- 2015-Present MPA & Ph.D. Student Representative, Faculty Committee, Askew School of Public Administration and Policy, Florida State University
- 2015 Academic Grade Appeal Committee, Askew School of Public Administration and Policy, Florida State University
- 2015 Faculty Search Committee, Askew School of Public Administration and Policy, Florida State University
- 2015 Academic Personnel Hiring Committee, Askew School of Public Administration and Policy, Florida State University
- 2014-2015 MPA Student Representative, Faculty Committee, Askew School of Public Administration and Policy, Florida State University
- 2014-2015 MPA Policy Development Student Representative, Askew School of Public Administration and Policy, Florida State University
- 2014 Student Representative, Course Redesigning Committee, Askew School of Public Administration and Policy, Florida State University

2012-Present Co-Vice President, Public Administration Graduate Student Association
(PAGA), Florida State University

OTHER RELEVANT EXPERIENCE

2011-2012 Contributor, *The Lund Report (Healthcare News Site)*, Portland, OR

2009-2010 Visual Merchandiser, CIP- Adidas America, Portland, OR


2007-2009 Brand Coach, CIP- Adidas America, Portland, OR

PROFESSIONAL AFFILIATIONS

American Society of Public Administration (ASPA)

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CANOPY ROADS CITIZENS COMMITTEE

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: Sarah Barrett		Date: 6/29/2016 6:26:04PM
Home Phone: (561) 385-5212	Work Phone: (-)X	Email: shmageggi20@hotmail.com
Occupation: BIOLOGICAL SCIENTIST	Employer: FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION	
Preferred mailing location: Home Address		
Work Address: 620 S. MERIDIAN STREET 6B		
City/State/Zip: TALLAHASSEE, FL 32399		
Home Address 8712 SALAMANCA CT		
City/State/Zip: TALLAHASSEE, FL 32311		
Do you live in Leon County?	Yes	If yes, do you live within the City limits? No
Do you own property in Leon County?	Yes	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?		7 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?		

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, 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: 40.00
 Disabled? No District: District 5

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.

AS A WILDLIFE BIOLOGIST WITH FWC, I FREQUENTLY SERVE ON TEAMS IN NUMEROUS CAPACITIES - FACILITATOR, RECORDER AND CONTRIBUTOR.

MY EDUCATIONAL BACKGROUND IS NOTED ON MY RESUME.

PAST EMPLOYMENT AFFORDED ME THE OPPORTUNITY TO WORK WITH NATIVE AND NON-NATIVE VEGETATION. I LIVE ALONG OLD ST. AUGUSTINE ROAD AND ENJOY THE PRIVILEGE OF DRIVING EACH DAY.

References (you must provide at least one personal reference who is not a family member):

Name: DAVE TELESCO Telephone: 850-228-5310
Address: 2046 DOOMAR DRIVE

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: Sarah Barrett

This application was electronically sent: 6/29/2016 6:26:04PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">It is the applicant's responsibility to keep the information on this form current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: <u>Tabitha Frazier</u>		Date: <u>5/21/11</u>
Home Phone: <u>531-9825</u>	Work Phone: <u>766-3217</u> <small>cell</small>	Email: <u>FrazierTabitha@gmail.com</u>
Occupation: <u>Home business manager</u>	Employer: <u>self</u>	
<p>Please check box for preferred mailing address.</p> <p><input type="checkbox"/> Work Address:</p> <p style="margin-left: 20px;">City/State/Zip:</p>		
<p><input checked="" type="checkbox"/> Home Address</p> <p style="margin-left: 20px;"><u>415 Vinnedje Ride</u></p> <p style="margin-left: 20px;">City/State/Zip: <u>Tallahassee, FL 32303</u></p>		
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For how many years have you lived in and/or owned property in Leon County? <u>10</u> years</p>		
<p>Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference</p> <p>1st Choice: <u>Canopy Roads</u> 2nd Choice: _____</p>		
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please check those areas in which you are interested, or describe other areas not listed:</p> <p>Culture and Arts ___ Environmental/ Growth Management ___ Health Care ___ Human Relations ___</p> <p>Human Services ___ Housing ___ Library Services ___</p> <p>Other Areas _____</p>		
<p>Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, on what Committee(s) have you served? _____</p>		
<p>How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more</p> <p>And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? <input type="checkbox"/> Day <input checked="" type="checkbox"/> 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: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other</p> <p>Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>34</u> Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>District <u>3</u></p> <p style="text-align: center; font-size: small;">Persons needing a special accommodation to participate in an Advisory Committee should contact Christine Coble by telephone at 606-5300 or e-mail at CobleC@leoncountyfl.gov</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. Please attach your resume, if one is available.

Please see attached

References (you must provide at least one personal reference who is not a family member):

Name: Cliff Thaeil Telephone: 545-8866

Address: Tan Moore Dr

Name: John Londot Telephone: work 222-6891

Address: 722 Ingleside Drive

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes No If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes No If yes, please explain _____

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes No If yes, please explain _____

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No

If yes, please explain _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: Talitha Linn

Please return Application

by mail: Christine Coble, Agenda Coordinator
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301

by email: coblec@leoncountyfl.gov

Tabitha Frazier

415 Vinnedge Ride Tallahassee, FL 32303
FrazierTabitha@gmail.com
(850) 531-9825
(850) 766-3217

Experience:

2011- Supervisor for Ochlockonee River Soils and Water Conservation District

I was recently appointed district 3 supervisor for the Ochlockonee River Soil and Water Conservation District here in Leon County. Soil and water conservation supervisors duties are quite broad and relate to the development and implementation of soil and water conservation practices on private lands, with similar responsibilities in cooperation with state and local agencies managing publicly-owned lands. These duties are performed in conjunction with federal, state, regional, and other local partners.

2006-Present Florida Master Wildlife Conservationist

Leon County IFAS extension
Tallahassee, Florida

In this capacity I volunteer several times a year under the direction the University of Florida Institute of Food and Agricultural Sciences Extension, here in Leon County. I serve as a field and lab guide to area middle school students. I teach them an understanding in the inter-relationship between a watershed's geological aspects such as, soils, landscape, and hydrolic elements, when they are overlaid by human land use and water use patterns.

Through my connection with the leon county extension I also participant on the Tri-County Extension Advisory Committee for Climate Change & Sustainability as well as teach conservation wildlife, and youth shotgun shooting to area 4-H programs.

Tabitha Frazier

415 Vinnedge Ride Tallahassee, FL 32303
FrazierTabitha@gmail.com
(850) 531-9825
(850) 766-3217

2001-2005 Graduate Studies

Department of Environmental Engineering Sciences, University of Florida
Gainesville, Florida.

The environmental engineering graduate program at UF is unique in that it is diversified between scientists and traditional engineers. The course track is distinctive in its recognition that environmental engineers need to have a comprehensive understanding of chemistry and ecosystem structure and health, and that ecologists have a similar need to understand and interact intelligently with policy makers. This program allowed me to take courses outside of the College of Engineering such as Environmental Law, taught at the Levin College of Law, as well as biogeomorphology of hydric soils, taught in the Department of Soil and Water Science. I was also lucky enough to take a field work course with Wade Hurt, the father of Hydric soil identification. The focus of my graduate work with my major professor, Bill Wise, was on hydrologic flow and geomorphology of Florida wetlands, specifically Steephead storage capacity in the coastal plain.

2000-2001 Environmental Science Internship Northwest Florida Water Management District (NFWWMD), Midway, Florida

During my Senior year at Florida State I was fortunate enough to have an internship with the Northwest Florida Water Management District. Although I performed many duties while at the district such as wetland tree ID surveying, my internship focused on an extensive “slough” study of the Apalachicola River. There are 98 sloughs along the 103 mile Florida portion of the river. The intent of the study was to help determine minimum allowable water flow of the Apalachicola in an effort to keep these sloughs filled with enough water for fish reproduction.

The NFWWMD is the least funded in the state. When Florida’s water management districts were formed, funding for each was determined based on local property tax. North Florida was mostly rural and offered a low tax base. It was difficult for legislators to foresee the huge role that the NFWWMD will eventually play in Florida’s future. The NFWWMD is responsible for consumptive use permitting (water withdrawal) and management of the Floridan aquifer. The Floridan aquifer is the largest source of fresh ground water available in the Southeastern U.S. There have already been discussions of a pipeline being installed from north Florida to greater populated south Florida. Unfortunately, because of the way the districts were formed it will take a major legislation in the Florida legislature in order to amend funding. My experience at the District has made me aware of many good people who want to do the right thing, but face challenges from budget constraints, bureaucracy, and political considerations.

Tabitha Frazier

415 Vinnedge Ride Tallahassee, FL 32303
Fraziertabitha@gmail.com
(850) 531-9825
(850) 766-3217

Volunteer Work:

All positions I have held since leaving graduate school have been in a volunteer capacities allowing me to focus the majority of my time on my family and three small children. I am blessed living in Leon County; its a community filled with caring engaged citizens that have allowed me to stay connected not just intellectually but physically to the things and community I love through volunteer work.

I currently serve as the corresponding secretary for the Leon County Democratic Executive Committee. I am a Master Wildlife conservationist registered with the state of Florida. I serve on the executive board of the Democratic Club of North Florida and lastly my work as a Supervisor for the Ochlockonee River soils in water conservation district is unpaid, thus qualifies as volunteer.

Education


Masters of Science – Environmental Engineering Sciences, 2005

University of Florida, Gainesville, Fl

Bachelors of Science – Environmental Studies, minor in Biology, 2001

Florida State University, Tallahassee, Fl

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT COMMUNITY HEALTH COORDINATING COMMITTEE

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>	
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Name: R Michael Hill	Date: 6/22/2016 6:01:01PM
----------------------	---------------------------

Home Phone: (850) 819-0878	Work Phone: (850)747-5599X	Email: mhill@pancarefl.org
----------------------------	----------------------------	----------------------------

Occupation: HEALTHCARE EXECUTIVE	Employer: BIG BEND HEALTH COUNCIL
----------------------------------	-----------------------------------

Preferred mailing location: Work Address
 Work Address: NWFL/BB HEALTH COUNCIL
 403 E 11TH STREET
 City/State/Zip: PANAMA CITY,FL 32401

Home Address R MICHAEL HILL
 2309 RAMBLEWOOD CT
 City/State/Zip: TALLAHASSEE,FL 32306

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? 33 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?

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: 72.00
 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.

PRESIDENT AND CEO NW FLORIDA/BIG BEND HEALTH PLANNING COUNCIL ESTABLISHED BY FLORIDA STATUTE TO DO LOCAL HEALTH PLANNING. FORMER MEMBER OF THE NATIONAL INSTITUTES OF HEALTH (NIH) COUNCIL OF PUBLIC REPRESENTATIVES(3 YR TERM)MASTERS DEGREE (MPA) PUBLIC ADMINISTRATION

References (you must provide at least one personal reference who is not a family member):

Name: TOM BROOKS
Address: 131 GADSDEN ST

Telephone: 878-5212

Name: MARGRET MILLS
Address: MERIDAN RIDE

Telephone:

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: R Michael Hill

This application was electronically sent: 6/22/2016 6:01:01PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT

CITIZENS USER GROUP

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: Mathew Tharpe		Date: 6/17/2016 7:54:16AM
Home Phone: (850) 868-0806	Work Phone: ()-X	Email: mtharpe@tharpeconstruction.com
Occupation: GENERAL CONTRACTOR	Employer: THARPE CONSTRUCTION & REMODELING LLC	
Preferred mailing location: Work Address		
Work Address: PO BOX 14868		
City/State/Zip: TALLAHASSEE, FL 32317		
Home Address 117 GLENHAVEN TERRACE		
City/State/Zip: TALLAHASSEE, FL 32312		
Do you live in Leon County?	Yes	If yes, do you live within the City limits? No
Do you own property in Leon County?	Yes	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?		25 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?		

Please indicate your area of expertise and/or experience in one of the following areas of eligibility:

- Development, planning, or environmental-related consulting services
- Real estate professional or represents a real estate-related organization or association
- Serves on a neighborhood association board or represents a neighborhood-based organization or association
- Employed by a local university or local school system
- Involved with land development
- Represents a business association or organization
- Represents a community-based, environment-related organization
- Citizen at-Large District 1 District 2 District 3 District 4 District 5

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: 33.00

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.

I HAVE OWNED MY OWN CONSTRUCTION COMPANY FOR 6 YEARS AND I HOLD A STATE CERTIFIED BUILDING CONTRACTORS LICENSE. I HAVE PREVIOUSLY SERVED ON THE GOVERNANCE COMMITTEE FOR THE CHAMBER OF COMMERCE.

References (you must provide at least one personal reference who is not a family member):

Name: JAY REVELL Telephone: 8505679419
Address: PO BOX 1639 TALL, FL 32302

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? No

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? 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: Mathew Tharpe

This application was electronically sent: 6/17/2016 7:54:16AM

From: "Bailey, Dennis" <DBailey@admin.fsu.edu>
To: Mary Smach <SmachM@leoncountyfl.gov>
Date: 6/21/2016 9:31 PM
Subject: Re: Education Facilities Authority

Mary,
It was good to talk to you this evening. I will be happy to serve another term.
Thank you for taking care of everything.
Dennis

On Jun 16, 2016, at 5:02 PM, Mary Smach <SmachM@leoncountyfl.gov<mailto:SmachM@leoncountyfl.gov>> wrote:

Dear Mr. Dennis Bailey,

On behalf of the Board of County Commissioners, I want to thank you for serving on the County's Educational Facilities Authority. Your current term expires July 31, 2016, and we would appreciate knowing if you are interested in serving another term.

Please let us know as soon as possible so that we may include the reappointment on our agenda for the July 12th Board of County Commissioners meeting.

Regards,


Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311

www.leoncountyfl.gov<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">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 style="text-align: center;">Applications will be discarded if no appointment is made after two years.</p>	
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Name: Dennis Bailey Date: 10-Dec-2014

Home Phone: (850) 894-8510 | Work Phone: (850)644-8136X | Email: dbailey@fsu.edu

Occupation: SR. ASSOC. VP FOR FACILITIES | Employer: FSU

Preferred mailing location: Work Address
 Work Address: MENDENHALL 116B
 969 LEARNING WAY
 City/State/Zip: TALLAHASSEE FL 32306-4149

Home Address 2682 S. HANNON HILL DR
 City/State/Zip: TALLAHASSEE FL 32309

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? 12.00years

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: Educational Facilities Authority 2nd Choice:

What cultural arts organization do you represent, if any?
 NONE

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:
 ANY FACILITIES RELATED AREA.

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? 1
 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: Male Age:
 Disabled? No District: District 4

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.

THIS WILL BE MY FIRST OPPORTUNITY TO SERVE ON A COUNTY COMMITTEE. HOWEVER, I THINK I AM EXTREMELY QUALIFIED TO SERVE ON THE EDUCATIONAL FACILITIES AUTHORITY COMMITTEE. I HAVE WORKED AT FSU AS THEIR CHIEF FACILITIES OFFICER SINCE 1983, AND I HAVE BEEN IN HIGHER EDUCATION FACILITIES MANAGEMENT SINCE 1979. I HAVE A BS IN CIVIL ENGINEERING FROM ROSE HULMAN INSTITUTE OF TECHNOLOGY AND AN MBA FROM INDIANA UNIVERSITY. I AM LOOKING FORWARD TO SERVING THE CITIZENS OF LEON COUNTY. SEE ATTACHED RESUME.

References (you must provide at least one personal reference who is not a family member):

Name: KYLE CLARK
Address: FSU - VP FINANCE AND ADMIN

Telephone: 850-645-5953

Name: MIKE MARTIN
Address: FSU BASEBALL COACH

Telephone: 850-644-1068

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: Dennis Bailey

This application was electronically sent: 12/10/2014 12:57:06PM

From: Michael Kramer <kramer.michael@aerocareusa.com>
To: Norma Parrish <nbparrish@leoncountyfl.gov>
CC: Mary Smach <SmachM@leoncountyfl.gov>
Date: 5/16/2016 3:11 PM
Subject: RE: Reappointment

I am willing to continue serving, but would be receptive if someone else wanted a tour as Chairman.

Michael Kramer

Desloge Home Oxygen & Medical Equipment
850 656 8900

From: Norma Parrish [mailto:nbparrish@leoncountyfl.gov]
Sent: Monday, May 16, 2016 2:38 PM
To: Michael Kramer
Cc: Mary Smach
Subject: Reappointment

Hello Michael!

We are reviewing the appointments for the IOC and note that your term expires this July. Are you are willing to be reappointed?


Thank you so much!

Norma Parrish, CPA
Treasury Manager
Clerk of Circuit Court & Comptroller, Leon County
Attn: Finance
301 S. Monroe Street #100
Tallahassee FL32301

PH.850-577-4043
FAX 850-577-4255
Delivery address:
Norma Parrish, Treasury Manager
Clerk of Circuit Court & Comptroller
315 S. Calhoun
Bank of America Bldg Suite 750
Tallahassee FL 32301

This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential and may be legally privileged. It is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or agent responsible for delivering or copying of this communication, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender that you have received the message in error, and then delete it. Thank you.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p>It is the applicant's responsibility to keep the information on this form 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: Michael Kramer		Date: 12/10/2008
Home Phone: 906 0458	Work Phone: 544 0503	Email: mkramer05@comcast.net
Occupation: Administrator	Employer: Desloge Home Oxygen	
Please check box for preferred mailing address.		
<input checked="" type="checkbox"/> Work Address: 2510 Miccosukee Rd Suite 101 City/State/Zip: Tallahassee, FL 32308		
<input checked="" type="checkbox"/> Home Address 3661 Letitia Lane City/State/Zip: Tallahassee, FL 32312		
Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No For how many years have you lived and/or owned property in Leon County? <u>12</u> years		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference 1st Choice: Civic Center Authority 2nd Choice: Research & Development Authority 3 rd Choice: Investment Oversight Committee		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please check those areas in which you are interested, or describe other areas not listed: Human Services ___ Housing ___ Health Care <input checked="" type="checkbox"/> Science ___ Library Services ___ Growth Management <input checked="" type="checkbox"/> Tourist Development ___ Transportation ___ Bicycle/Pedestrian ___ Parks & Recreation ___ Code Enforcement ___ Other Areas _____		
Have you served on any previous Leon County committees? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) have you served? _____		
How many days per month would you be willing to commit for Committee work? <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 to 3 <input checked="" type="checkbox"/> 4 or more And for how many months would you be willing to commit that amount of time? <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input checked="" type="checkbox"/> Night		

(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 African American Hispanic Asian Other
Sex: Male Female Age: 42 Disabled? Yes No

Persons needing a special accommodation to participate in an Advisory Committee should contact Christine Coble by telephone at 606-5300 or e-mail at CobleC@mail.co.leon.fl.us

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Current COO – Desloge Home Oxygen 2005
Former CFO/COO – Walls Industries 2000 - 2005
Former CFO – Super Lube 10-Minute Oil Change 1996 - 2000
Former Manager – Arthur Andersen & Company 1992 - 1996

University of Texas at Austin – MBA 1992, Georgia Institute of Technology – BCE 1988, MSCE 1990

References (you must provide at least one personal reference who is not a family member):

Name: Bryan Desloge Telephone: 850 841 9285

Address: 2510 Miccosukee Rd, Tallahassee, FL 32308

Name: John Lewis Telephone: 850 222 9730

Address: 401 E Virginia, 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 QUESTIONS BELOW, YOU MUST COMPLETE AN ORIENTATION BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Are you willing to complete a financial disclosure form, if applicable? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes No If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes No If yes, please explain _____

Do you or your employer, or your wife or child or their employers, do business with Leon County? Yes No If yes, please explain _____

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? 9 Yes No
If yes, please explain _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: _____

A handwritten signature in black ink, appearing to be 'All BQ', written over a horizontal line.

Please return Application to

Christine Coble, Agenda Coordinator
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301



June 30, 2016

Mary Smach, Agenda Coordinator
301 S. Monroe Street
Tallahassee, FL 32301

Dear Mary,

Jay Revell was recently appointed by the County Commission to the COCA Board of Directors. Unfortunately, Mr. Revell has recently informed us that he will be unable to serve as a member of the COCA Board of Directors. As a result, we are asking the County Commission to please consider appointing one of the other two candidates whose names were originally submitted for that particular Board seat. I have attached the original letter which was submitted to Commissioner Proctor on March 22, 2016 with the names and applications for the three candidates which our Board originally recommended for the vacant Board seat.

If you require any additional information, please feel free to contact me at 850-224-2500.

Thanks for your consideration.

Best,

Kevin M. Carr, Ph.D.
Grants Program Manager

COCA – Council on Culture & Arts
816 South ML King Jr. Blvd., Tallahassee, FL 32301
www.tallahasseearts.org
850-224-2500



March 22, 2016

Commissioner Bill Proctor
Office of the County Commission
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

Dear Commissioner Proctor,

One County-appointed position on the Council on Culture & Arts Board of Directors became vacant in December 2015 with the resignation of Stephen Hogge.

COCA is required to put forth three names to the County Commission for each vacant Board position. As recommended by COCA's Executive Committee, approved unanimously by COCA's Board of Directors, and in accordance with our organization's bylaws, the Board submits the following individuals for your consideration. I have included their application materials for your review. Careful thought was given to the skills and influence these new appointees will need to compliment the current membership of the Board, as well as the demographic composition of the board as a whole.

At Large (formerly filled by Stephen Hogge)

Jay Revell, Executive Director, Tallahassee Downtown Improvement Authority

Elizabeth Ricci, Attorney, Rambana & Ricci, PLLC

Kati Schardl, Editor/Writer, Visit Florida

We look forward to hearing from you soon regarding the Commission's actions. And, as always, feel free to contact us if you have any questions.


Sincerely,

Kevin M. Carr, Ph.D.
Grants Program Manager and Board Liaison

COCA – Council on Culture & Arts
816 South ML King Jr. Blvd., Tallahassee, FL 32301
www.tallahasseearts.org
850-224-2500

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

COUNCIL ON CULTURE & ARTS

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: Elizabeth Ricci		Date: 2/8/2016 3:23:15PM
Home Phone: (850) 667-6773	Work Phone: (850)224-4529X85055	Email: elizabeth.ricci@rambana.com
Occupation: ATTORNEY	Employer: RAMBANA & RICCI, PLLC	
Preferred mailing location: Work Address		
Work Address: 9918 BUCK POINT ROAD 9918 BUCK		
City/State/Zip: TALLAHASSEE,FL 32312		
Home Address 9918 BUCK POINT ROAD 9918 BUCK		
City/State/Zip: TALLAHASSEE,FL 32312		
Do you live in Leon County? Yes If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes 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? 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? Yes		
If yes, on what Committee(s) are you a member? CULTURAL RESOURCES COMMISSION (LEGACY COCA)		
Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.		
<input checked="" type="checkbox"/> Business <input type="checkbox"/> Heritage <input type="checkbox"/> Marketing <input type="checkbox"/> Practicing Artist <input checked="" type="checkbox"/> Volunteer <input type="checkbox"/> Tourism		
<u>If you are appointed to a Committee, you are expected to attend regular meetings.</u>		
How many days permonth would you be willing to commit for Committee work? 1		
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		
<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> Race: Caucasian Sex: Female Age: 40.00 Disabled? No District:		
<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> <p>I WAS A CRC MEMBER IN THE PAST AND ENJOYED WORKING ON THE GRANT COMMITTEE AND LEARNING ABOUT THE MANY OPPORTUNITIES FOR ARTISTS AND THE PUBLIC TO BE ENGAGED IN ART AND CULTURE. I RAN THE TALLAHASSEE ITALIAN FAMILY FESTA FOR THREE YEARS AND PERSONALLY VALUE CULTURAL AND ARTISTIC EVENTS. THEY PROVIDE VALUE TO FAMILIES AND DRAW BUSINESS.</p>		

References (you must provide at least one personal reference who is not a family member):

Name: SHELLEY DUKE Telephone: 850 7669307
Address: 7183 OX BOW CIRCLE TALLAHASSEE, FL 32312

Name: MEREDITH TRAMMELL Telephone: 2123687130
Address: 1500 E. PARK AVENUE TALLAHASSEE, FL 323201

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: Elizabeth Ricci

This application was electronically sent: 2/8/2016 3:23:15PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

COUNCIL ON CULTURE & ARTS

<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: Kati Schardl		Date: 2/11/2016 3:23:07PM
Home Phone: (850) 933-7054	Work Phone: (850)205-3848X	Email: kittykati.schardl@gmail.com
Occupation: EDITOR/WRITER	Employer: VISIT FLORIDA, INC.	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE,FL		
Home Address 1617 JACKSON ST.		
City/State/Zip: TALLAHASSEE,FL 32303		
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?		40 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?		
Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.		
<input type="checkbox"/> Business	<input checked="" type="checkbox"/> Heritage	<input type="checkbox"/> Marketing
<input checked="" type="checkbox"/> Tourism	<input checked="" type="checkbox"/> Practicing Artist	<input type="checkbox"/> Volunteer
<i>If you are appointed to a Committee, you are expected to attend regular meetings.</i>		
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
<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: 59.00</p> <p>Disabled? District:</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>		

References (you must provide at least one personal reference who is not a family member):

Name: LINDA HALL
Address: GOOSEHALL@GMAIL.COM

Telephone: 850-591-4693

Name:
Address:

Telephone:

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: Kati Schardl

This application was electronically sent: 2/11/2016 3:23:07PM

**Leon County
Board of County Commissioners**


Notes for Agenda Item #32

Leon County Board of County Commissioners

Cover Sheet for Agenda #32

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Second and Final Public Hearing to Adopt a Proposed Ordinance Amending the Leon County Land Development Code to Allow Outdoor Sport Shooting Ranges in the Rural Zoning District

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director of Development Services Ryan Guffey, Concurrency Management Planner, Development Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt a proposed Ordinance amending the Leon County Land Development Code to allow outdoor sport shooting ranges in the Rural zoning district (Attachment #1).

Report and Discussion

Background:

On July 7, 2015, the Leon County Board of County Commissioners (BCC) adopted an Ordinance amending the Rural zoning district (Ordinance 15-08). The amendment to the Rural zoning district was in response to direction by the Board, as well as response to proposed amendments to the Rural Future Land Use (FLU) Category of the Comprehensive Plan.

On September 23, 2014, the Board approved a Settlement Agreement as a result of litigation involving the Keep It Rural Coalition (KIRC), Thelma Crump, and Leon County concerning a proposed development within the Rural zoning district. One of the terms of the Settlement Agreement required the County to consider amendments to the Rural FLU category to determine whether commercial development was appropriate on properties designated “Rural” on the Future Land Use Map of the Comprehensive Plan. An application for a Comprehensive Plan Amendment to the Rural FLU Category was submitted by the KIRC on September 26, 2014. The amendment addressed the Board’s Strategic Initiative to “protect the rural character of our Rural Land Use Category” that was adopted by the Board on January 27, 2015.

Ordinance 15-08 was reviewed by the Department of Development Support and Environmental Management (DSEM) Citizen’s User Group prior to adoption by the Board. The Citizen’s User Group recommended that outdoor sport shooting ranges be considered as an allowable use in the Rural zoning district. Due to agenda deadlines, staff was only able to complete a preliminary review of other jurisdictions to determine how they addressed the location and standards for outdoor sport shooting ranges before the proposed Ordinance went to the Board in July 2015. The review revealed a lack of consistency among other jurisdictions with regard to the development of locational standards for outdoor sport shooting ranges. As a result, staff did not include outdoor sport shooting ranges in Ordinance 15-08 amending the Rural zoning district. However, the July 7, 2015 agenda item for the referenced Ordinance noted that staff would continue to analyze the development of locational standards for outdoor sport shooting ranges and bring back a recommendation to the Board later in the year. Staff received authorization from the Board to proceed with drafting a proposed Ordinance at their meeting on December 8, 2015.

Analysis:

The Rural zoning district contains specific standards for non-residential uses or activities. Some non-residential uses continue to be allowed at major intersections, while other retail uses (as part of a bona-fide agricultural operation) are allowed in the Rural district, provided the uses are functionally related to or supportive of agriculture, silviculture or natural resource based use. Rural commercial that is functionally supportive of agricultural, silvicultural, or natural resource based is allowed at some intersections, provided development standards can be met. This provides greater certainty and predictability with regard to where non-residential uses can occur in the Rural district. A select number of non-residential uses and activities are identified as restricted uses in the Rural zoning district due to their increased potential for adverse impacts to adjacent properties.

Restricted uses have additional development standards that must be addressed prior to approval. These standards and restrictions were established to ensure consistency with the Comprehensive Plan and to address the Board's Strategic Priority to "protect the rural character of the Rural Land Use Category." Therefore, staff recommends that outdoor sport shooting ranges may be allowed as a restricted use in Rural.

An outdoor sport shooting range has never been specifically listed as an allowed use within the Rural zoning district. An outdoor sport shooting range could be expected to have some adverse impacts such as noise, traffic and safety concerns. As a result, any proposed Ordinance to allow outdoor sport shooting ranges in the Rural zoning district will need to include the development of site-specific standards to mitigate the anticipated off-site impacts to adjacent and nearby property owners. Existing outdoor sport shooting ranges were taken into consideration during the drafting of the Ordinance.

There are only two (2) outdoor shooting ranges in Leon County. One is located in the Apalachicola National Forest (located in the Rural zoning district). The other is a private shooting range on Oak Ridge Road, which is located in the Urban Fringe zoning district and would not be affected by any proposed amendments to the Rural district. Both outdoor shooting ranges are considered to be legally non-conforming uses, as the use is currently not allowed in either zoning district.

Staff has drafted an Ordinance amending Section 10-1.101 "Definitions" and Section 10-6.612 "Rural zoning district" of the Leon County Land Development Code (LDC) to include outdoor sport shooting ranges as a restricted use in the Rural zoning district (Attachment #1). A restricted use requires review pursuant to the Type "C" site and development plan review process with final disposition by the Board at a duly noticed Public Hearing.

Staff presented the draft Ordinance to the KIRC and Tall Timbers. KIRC specifically noted concerns about the impact of an outdoor sport shooting range on the rural character of Leon County, including the impacts of noise and safety on surrounding properties. KIRC, through their representation on the DSEM Citizen's User Group, provided specific restrictions to mitigate the anticipated impact. Tall Timbers noted concern about the possible ramifications of the Ordinance for hunting leases on plantation property. Shooting ranges ancillary to hunting plantations have been specifically exempted from the proposed Ordinance. Buffer requirements, access management criteria, hours of operation for all restricted uses, and a minimum 500' setback from all property lines has been included in the proposed Ordinance to mitigate adverse impacts from noise, lighting, and related issues. KIRC supports the attached amended Ordinance.

DSEM Citizen's User Group Comments and Recommendations

The Ordinance went through numerous revisions in order to meet the requirements of State Statute and to incorporate the recommendations of the KIRC; therefore, the DSEM Citizen's User Group was convened to review each draft at meetings on February 16, April 18 and May

Title: Second and Final Public Hearing to Adopt a Proposed Ordinance Amending the Leon County Land Development Code to Allow Outdoor Sport Shooting Ranges in the Rural Zoning District

July 12, 2016

Page 4

17, 2016. During this process, the County Attorney's Office determined that Leon County is statutorily preempted from regulating certain aspects of outdoor sport shooting ranges, which limited the number of proposed revisions to the Ordinance. The User Group recommended the Board approve the final draft of the Ordinance that was presented to them at the May 17th meeting.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and found it consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #2). The proposed Ordinance was found consistent with the Comprehensive Plan by the Tallahassee-Leon County Planning Commission at a Public Hearing on June 7, 2016.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #3).

Options:

1. Conduct the second and final Public Hearing and adopt the proposed Ordinance amending the Leon County Land Development Code to allow outdoor sport shooting ranges in the Rural zoning district (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt the proposed Ordinance amending the Leon County Land Development Code to allow outdoor sport shooting ranges in the Rural zoning district.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Consistency Memorandum from PLACE
3. Legal Advertisement

ORDINANCE NO. 16- _____

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING
5 CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE
6 CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING
7 SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-
8 6.612, RURAL ZONING DISTRICT, TO ALLOW OUTDOOR
9 SPORT SHOOTING RANGES AS A RESTRICTED USE;
10 PROVIDING FOR CONFLICTS; PROVIDING FOR
11 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
12

13 WHEREAS, the intent of the Rural Zoning District is to maintain and promote agriculture,
14 silviculture and natural resource based activities, to preserve natural systems and ecosystem
15 functions and to protect the scenic vistas and pastoral development patterns that typify Leon
16 County's rural areas; and
17

18 WHEREAS, Outdoor Sport Shooting Ranges are a type of active recreation that is
19 functionally related to a natural resource-based activity; and
20

21 WHEREAS, Outdoor Sport Shooting Ranges are a type of use that assist in promoting a
22 natural resource based activity; and,
23

24 WHEREAS, Outdoor Sport Shooting Ranges shall be regulated as a Restricted Use; and,
25

26 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
27 FLORIDA:
28

29 **SECTION 1.** Section 10-1.101 of Article I of Chapter 10 of the Code of Laws of Leon County,
30 Florida, entitled "Definitions" is hereby amended to include the following new definition:
31

32 **Sec. 10-1.101. Definitions.**
33

34 * * *

35
36 Outdoor Sport Shooting Range shall mean an area designed and operated for the use of
37 rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, or any other similar type of
38 sport shooting.
39

40 * * *

41
42 **SECTION 2.** Section 10-6.612 of Article VI of Chapter 10 of the Code of Laws of Leon County,
43 Florida, entitled "Rural zoning district," is hereby amended to read as follows:
44
45

1 **Sec. 10-6.612. Rural zoning district.**

1. District Intent The intent of the Rural zoning district is to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Allowable land uses within this district include agriculture, silviculture, ecotourism based activities, very low density residential, community and passive recreational facilities, and some forms of active recreation as a restricted use. Non-residential uses, with the exception of community and passive recreational facilities, that are not functionally related to and supportive of agriculture, silviculture and other natural resource-based activities shall be prohibited within the Rural zoning district. This district is not intended to accommodate commercial activities designed to service basic household needs of area residents. Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein. Due to the need to protect and preserve existing Rural lands from fragmentation and to promote infill and redevelopment within the Urban Services Area and Rural Communities, urban services are not planned or programmed for this area. Design standards and development standards for non-residential development and restricted uses, as noted herein, shall be required to prevent encroachment and fragmentation of agricultural uses as well as to ensure compatibility with adjacent uses.	2. Allowable District Location The district may only be located within areas designated Rural on the Future Land Use Map.
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PERMITTED, PROHIBITED, AND RESTRICTED USES

3. Principal Uses	4. Prohibited Uses	5. Restricted Uses	6. Rural Accessory Uses Functionally Related to Bona-Fide Agriculture, Silviculture or Natural Resource-Based Activities
(1) Agricultural (2) Silviculture (3) Wholesale Trade: Farm-product raw materials (4) Wholesale Nursery Products (5) Rural commercial (6) Community services (7) Low-density residential (single, two-family, or manufactured home) (8) Passive recreation (9) Light infrastructure (10) Cemeteries	(1) Manufacturing (2) Extraction and bottling of mineral or springwater – wholesale (3) High Pressure well stimulation/Acid Fracturing and/or Hydraulic Fracturing (4) Gas stations, fuel oil and liquefied petroleum products (5) Convenience stores (6) Grocery stores (7) General merchandise sales (8) Drug stores (9) Automotive repair (10) Motor vehicle racing tracks/amusement parks (11) Heavy Infrastructure (with the exception of those listed under restricted uses) (12) Active recreation (with the exception of those listed under restricted uses) (13) Other uses which are not functionally supportive of and accessory to established agricultural, silvicultural or natural resource-based activities within the Rural zoning district.	(1) Mining (2) Landscape counseling and planning (3) Airports, flying fields and services (4) Camps and recreational vehicle parks (5) Botanical and zoological gardens (6) Archaeological historical sites (7) Commercial kennels (8) Veterinary clinics (9) Riding academies/livery or boarding stables (10) <u>Outdoor Sport Shooting Ranges</u>	Pursuant to Section 823.14, F.S., a bona-fide farm operation shall be exempt from local regulation, ordinance, rule or policy that prohibits, restricts, regulates or otherwise limits activities of a bona-fide farm operation on land classified as agricultural land pursuant to s. 193.461 FS. Pursuant to Section 823.14(3)(b), F.S., "farm operation" shall mean all conditions or activities which occur on a farm in connection with that farm's products.

2

7. Development Standards										
Use Category	a. Lot area (acres)	b. Minimum lot frontage	c. Front yard setback	d. Corner yard setback	e. Side yard setback	f. Rear Yard Setback	g. Maximum percent impervious surface area	h. Maximum height at building envelope perimeter	i. Maximum height per additional setback	j. Total maximum height
Low Density Residential	10 acres minimum	15 feet	30 feet	30 feet	20 feet	50 feet	30	35 feet	1'/1'	Not applicable

Rural Commercial	3.0 acres minimum; 5.0 acres maximum*	40 feet	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	30	35 feet	1'/1'	45 feet
Community Services	3.0 acres minimum; 5.0 acres maximum	40 feet	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	30	35 feet	1'/1'	45 feet
Restricted Uses; Passive Recreation Facilities	3.0 acres minimum	Not applicable	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	30	35 feet	1'/1'	45 feet
Comp. Plan Policy 2.1.9 Subdivision	0.5 acres minimum	15 feet	25 feet	25 feet	15 feet	50 feet	30	35 feet	1'/1'	Not applicable

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development shall provide no less than 0.50 acre of buildable area. Nonresidential development and community service facilities are limited to a maximum of 900 gallons of wastewater flow per day. 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, schools, parks, etc.).

Footnotes:

* If subdivision is proposed to create the rural commercial parcel, then the remaining portion of the property shall meet the minimum lot size standards noted herein.

8. Development Standards for Community Service uses:

Community Service uses shall also be subject to the buffer zone standards (section 10-7.522), the parking and loading requirements (Subdivision 3 of Division 5 of Article VII) and applicable design standards outlined in subsection 11 of this section.

- (1) Single structure: 5,000 gross square feet maximum
- (2) Site area: 3 acres minimum; Maximum of 5 acres

9. Rural Commercial Intersection Location Standards:

The intersection location standard is intended to group rural commercial activities toward intersections to provide access and to prevent fragmentation of agricultural uses.

- (1) *Major Function:*
Provide sales and services functionally related to and supportive of agriculture, silviculture and natural resource-based activities.
- (2) *Location:*
On or near the intersection (access within 330 feet of the centerline of the intersection) of an arterial/arterial or arterial/major collector roadway
- (3) *Site area:*
3.0 acres minimum with a maximum of 5.0 acres per quadrant
- (4) *Allowable building square footage:*
Maximum of 10,000 gross square feet per intersection (only 2 quadrants per intersection may be developed for rural commercial). Single structure limited to a maximum of 5,000 gross square feet

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10. Development standards for restricted uses.

All proposed restricted uses shall meet the applicable provisions of Section 10-6.611 (Special Exception uses and Restricted uses); the applicable design standards noted in subsection 11 of this section; the buffer zone standards (section 10-7.522); and, the parking and loading requirements (Subdivision 3 of Division 5 of Article VII). All restricted uses shall be limited to a maximum building area of 2,000 gross square feet per acre with no more than 5,000 gross square feet of retail commercial or office space. The following restricted uses require satisfaction of additional criteria:

(1) Mining activities.

- a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes NAICS items 212321 and 212324.
- b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
 1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.
 2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.
 3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.
 4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the county administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.

(2) Camps and recreational vehicle parks (NAICS 721211 and 721214).

- a. All camps and recreational vehicle parks must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
 1. Sanitary facilities shall be provided.
 2. Not more than five campsites per gross acre shall be provided.
 3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.

(3) Airports, flying fields and services

- a. All airports, flying fields and services must meet the specific development standards as noted in this section and as required by state or federal law, and shall require review and approval by the Board of County Commissioners following a duly noticed public hearing.

(4) Outdoor Sport Shooting Ranges

- a. This subsection shall not apply to personal firearm use on private property or to businesses that operate an outdoor sport shooting range as an ancillary use to a legal, principal use, such as but not limited to, a hunting plantation, timber plantation, or special event venue.
- b. All outdoor sport shooting ranges must meet the specific development standards as noted in this section, and shall require a Type "C" review and approval by the Board of County Commissioners following a duly noticed public hearing.
- c. All outdoor sport shooting ranges must demonstrate protection of adjacent properties and the public interest which shall include, but not limited to the following:
 1. An outdoor sport shooting range shall not be located within an unrecorded or recorded subdivision or in the Residential Preservation Overlay District.
 2. No outdoor sport shooting range shall be permitted within 500 feet of the property line.
 3. The firing lines shall be oriented to minimize off site impacts, including but not limited to noise and safety of existing structures and roadways.
 4. Access to a Canopy Road shall be subject to Article VI, Division 7 of the LDC.
 5. A minimum of a Type D Buffer and 15 foot high berm behind the line of fire/targets shall be constructed.
 6. Leon County encourages the use of the National Rifle Association's Range Source Book for best practices.
 7. Leon County encourages compliance with the Florida Department of Environmental Protection's Best Management Practices for Environmental Stewardship of Florida Shooting Ranges.
 8. Leon County encourages outdoor sport shooting ranges to have Range Safety Officers on the premises during the hours of operation.

9. To ensure compatibility with the surrounding area, additional site specific conditions may be imposed, such as but not limited to conditions related to noise reduction and safety.

11. Site Design Criteria.

Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein.

- (1) A plan and supporting narrative must be submitted pursuant to the applicable site and development plan process outlined in Article VII that demonstrates compliance, as applicable, with the following:
 - a. Freestanding onsite signs shall be limited to monument-style signs and the sign base shall be consistent with the materials and design context of the primary onsite building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited. For sites not located at intersections, onsite ground signs shall be limited to no more than 32 square feet in area and limited to no more than 10 feet in height.
 - b. Building design standards including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments.
 - c. On-site lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination, consistent with the "Dark Sky Friendly" guidelines.
 - d. All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
 - e. Lighting at the property line (six feet above ground) adjacent to residential uses shall not exceed 0.1 footcandles.
 - f. Lighting for parking areas shall not exceed 15 feet in height as measured from average grade to the light fixture.
 - g. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent residential density is 0.5 dwelling units per acre or greater, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.
 - h. The trash collection dumpster shall be accessible to waste collection vehicles, and shall be located in the side or rear setback area of the onsite principle building. The dumpster shall be screened with a material and design treatment consistent with the building façade of the principle building.
 - i. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary onsite building.
 - j. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.
 - k. The hours of operation shall be limited to 6:00 am to ~~10:00~~ 8:00 pm.
 - l. To ensure compatibility, other site design treatments and considerations may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.

1 **SECTION 4.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
2 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
3 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
4 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
5 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.
6

7 **SECTION 5.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
8 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
9 such portion shall be deemed a separate, distinct, and independent provision and such holding
10 shall not affect the validity of the remaining portions of this Ordinance.
11

12 **SECTION 6.** Effective date. This ordinance shall be effective according to law.
13
14

15 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
16 Florida, this ____ day of _____, 2016.
17
18

19 LEON COUNTY, FLORIDA
20
21

22 BY: _____
23 BILL PROCTOR, CHAIRMAN
24 BOARD OF COUNTY COMMISSIONERS
25
26

27 ATTEST:
28 BOB INZER, CLERK OF THE COURT
29 AND COMPTROLLER
30 LEON COUNTY, FLORIDA
31
32

33 BY: _____
34

35 APPROVED AS TO FORM:
36 LEON COUNTY ATTORNEY'S OFFICE
37
38

39 BY: _____
40 HERBERT W.A. THIELE, ESQ.
41 COUNTY ATTORNEY
42



MEMORANDUM



"People Focused. Performance Driven"

TO: Ryan Guffey, Concurrency Management Planner, Development Services Division
Leon County Department of Development Services and Environmental Management

FROM: Susan Denny, Senior Planner, Land Use Planning
Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Land Use Planning Division
Tallahassee-Leon County Planning Department

DATE: May 23, 2016

SUBJECT: Comprehensive Plan Consistency Review of Proposed Ordinance Establishing Outdoor Sport Shooting Ranges as a Restricted Use in the Rural Zoning District

Description of the Proposed Ordinance:

The proposed ordinance would amend Sections 10-1.101 and 10-6.612 of the Leon County Land Development Code (LDC) to add the use of outdoor sport shooting ranges as an allowable restricted use within the rural zoning district. In addition to the general site design standards for restrictive uses in the Rural zoning district, outdoor shooting ranges would also be required to adhere to the following review requirements and development standards:

- Outdoor sport shooting ranges shall require a Type "C" site plan, which requires approval by the Board of County Commissioners following a duly noticed public hearing.
- Outdoor sport shooting ranges must demonstrate protection of adjacent properties and the public interest, which shall include, but not be limited to the following:
 - An outdoor sport shooting range shall not be located within an unrecorded or recorded subdivision or in the Residential Preservation Overlay District;
 - No outdoor sport shooting range shall be permitted within 500 feet from all property lines;
 - Access to a Canopy Road shall be subject to Article VI, Division 7 of the LDC .;
 - Firing lines shall be oriented to minimize off site impacts, including but not limited to noise and safety of existing structures and roadways;
 - A minimum of a Type D Buffer and 15 foot high berm behind the line of fire/targets shall be constructed;
 - Use of National Rifle Association's Range Source Book for best practices shall be encouraged;
 - The use of Florida Department of Environmental Protection's (FDEP) Best Management Practices for shooting ranges shall be encouraged;

- Leon County encourages outdoor sport shooting to have Range Safety Officers on premises during hours of operation; and
- To ensure compatibility with the surrounding area, additional site specific conditions may be imposed, such as but not limited to noise reduction and safety,

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

I. Land Use Element Policy 2.2.1[L] (See Attachment #1):

The Rural/Agricultural zoning district implements the Rural/Agricultural Future Land Use Map (FLUM) category in the Tallahassee/Leon County Plan. Land Use Element Policy 2.2.1[L] states that “[t]he intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County’s rural areas.”

The Comprehensive Plan defines recreation as either passive, i.e., nature oriented (hiking, boat landings, neighborhood parks) or active, (swimming pools, ball fields, tennis courts) [See Comprehensive Plan Glossary]. An outdoor gun range is an active recreational use. Policy 2.2.1 states that active recreational uses may be permitted in the Rural/agricultural FLUM category provided that [the uses] are compatible with the natural and rural surrounding, and that active recreational uses “functionally are related to or supportive of agricultural, silviculture, natural resource and ecotourist activities”. A gun range is a natural resource based active recreational use because its operation requires a multi-acre rural environment and is arguably integral to the rural way of life.

II. Land Use Element Policy 2.1.1.[L] (See Attachment #1):

Policy 2.1.1 [L], which requires protection of existing residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the residential environment. Specifically it requires “additional development requirements for community facility (active recreation) when adjoining low density residential areas that result in effective visual and sound buffering (either through vegetative buffering, or other design techniques) between the community facility and the low density residential uses.”

The proposed ordinance implements the visual and sound buffering requirements as follows:

- The ordinance prohibiting outdoor firing ranges in subdivisions within a Residential Protection Overlay (RPO) [Sec. 10-6.612(10)(4)(c)(1)] to minimize the sight and sound impacts in residential areas;
- The ordinance prohibits sport shooting range within 500 feet from any property lines [Sec. 10-6.612(10)(4)(c)(2)] to reduce the site and sound impacts on adjacent property owners.
- The ordinance requires that firing lines shall be shall be oriented to minimize off site impacts , including but not limited to notice and safety of existing structures and roadways [Sec. 10-6.612(10)(4)(c)(3)]; and
- The ordinance requires a minimum of a Type D Buffer and 15 foot high berm behind the line of fire/targets shall be constructed to increase safety and mitigate noise. [Sec. 10-6.612(10)(4)(c)(5)]; and

- To ensure compatibility with the surrounding area, including light and sound impacts, additional site specific conditions may be imposed, such as but not limited to noise reduction and safety to ensure compatibility with the surrounding area [Sec. 10-6.612(10)(4)(c)(9)].

III. Conservation Element Policy 1.3.2 [C] (See Attachment #1):

The ordinance implements Policy 1.3.2[C] by requiring that proposed outdoor shooting ranges avoid or minimize access via a designated Canopy Road, consistent with the requirements of LDC. [Sec. 10-6.612(10)(4)(c)(4)].

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds the proposed Rural Outdoor Shooting Range Ordinance consistent with the Comprehensive Plan.



NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, July 12, 2016, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-6.612, RURAL ZONING DISTRICT, TO ALLOW OUTDOOR SPORT SHOOTING RANGES AS A RESTRICTED USE; 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 the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise July 4, 2016



**Leon County
Board of County Commissioners**

Notes for Agenda Item #33

Leon County Board of County Commissioners

Cover Sheet for Agenda #33

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator
Herbert W.A. Thiele, County Attorney

Title: First and Only Public Hearing for the Proposed Abandonment of a Portion of Orchard Pond Road

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Department of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Joseph D. Coleman, County Surveyor Dan Rigo, 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 Resolution for the abandonment of a portion of Orchard Pond Road (Attachment #1).

Report and Discussion

Background:

This item requests the Board to adopt a Resolution of abandonment, renunciation, and disclaimer of the maintained right-of-way contained within the portion of Orchard Pond Road located east of its intersection with the new Orchard Pond Parkway toll road (Attachment #1). Orchard Pond Road is an unpaved road extending eastward from Old Bainbridge Road to Meridian Road across a tract of land owned entirely by Orchard Pond L.L.C. It has for many years been continually maintained by the County, but has never been formally recognized as maintained right-of-way with the filing of a maintenance map nor has the right-of-way ever been conveyed or otherwise dedicated to the County by deed, easement, or plat.

Pursuant to the Second Addendum to Tri-Party Infrastructure and Conveyance Agreement, paragraph 6(b), approved by the Board at its April 12, 2016 regular meeting, the Board agreed to abandon the easternmost portion of Orchard Pond Road upon the opening of the new toll road. The abandonment will renounce and disclaim any of the County or public rights in the right-of-way and, as a result, will relinquish any maintenance responsibility or liability on the part of the County or public for that portion of right-of-way. A sketch of the portion of Orchard Pond Road proposed to be abandoned (the "Orchard Pond Road East Segment") is provided as Attachment #2.

Upon the Board's adoption of the Resolution and its subsequent recording in the official records, any ownership rights of the County or the public in the maintained right-of-way will be extinguished and the ownership will revert to Orchard Pond L.L.C. as the owner abutting each side of the right-of-way. In exchange, Orchard Pond L.L.C. has already conveyed to the County any of its interest in the portion of Orchard Pond Road lying west of its intersection with the new toll road (the "Orchard Pond Road West Segment"), as shown in Attachment #2, to be used by the County as a recreational trail. In addition, Orchard Pond L.L.C. conveyed to the County a parcel of land on each end of the recreational trail for use as trail head parking lots.

Analysis:

Section 336.09, Florida Statutes, authorizes the Board at its discretion and upon its own motion to vacate, abandon, discontinue, and close any existing public or private road to the extent it is under its control, and to renounce and disclaim any right of the County and the public in and to any such land. Such action is required to be taken by Resolution at a public hearing.

Section 336.10, Florida Statutes, requires that a notice of the public hearing be published in a local paper at least two weeks prior to the date of the public hearing. In accordance with the Statute, the notice for this public hearing was timely published in the Tallahassee Democrat (Attachment #3).

Options:

1. Conduct the first and only public hearing and adopt the Resolution for the abandonment of a portion of Orchard Pond Road (Attachment #1).
2. Do not adopt the Resolution for the abandonment of a portion of Orchard Pond Road
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution of Abandonment, Renunciation, and Disclaimer of a Portion of Orchard Pond Road
2. Map of Orchard Pond Road East Segment and West Segment
3. Notice of Public Hearing

RESOLUTION: 16-_____

**A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
ABANDONING, RENUNCIATING, AND DISCLAIMING THE ROADS, STREETS,
AND LANDS ASSOCIATED WITH, AND INCIDENT TO, THE
PORTION OF ORCHARD POND ROAD LYING EAST OF
THE ORCHARD POND PARKWAY**

WHEREAS, on the 27th day of June, 2016, the Board of County Commissioners (the “Board”) of Leon County, Florida (the “County”) published a notice of public hearing to take place on July 12, 2016 at which the Board would consider the abandonment, renunciation, and disclaimer of the rights and interests of the County and the public in the hereinafter described portion of Orchard Pond Road and the lands associated therewith, and incident thereto, lying east of its intersection with Orchard Pond Parkway as legally described and depicted in Exhibit “A” attached hereto and incorporated herein (hereinafter described as the “Orchard Pond Road East Segment”); and

WHEREAS, said notice of public hearing is evidenced by the Proof of Publication attached hereto as Exhibit “B”, which reflects the advertisement of said notice of public hearing in the Tallahassee Democrat, a newspaper of general circulation in Leon County, Florida; and

WHEREAS, pursuant to said notice of public hearing and Chapter 336, Florida Statutes, the Board conducted said public hearing on July 12, 2016 in the Commission Chambers of the Leon County Courthouse, during which the Board received public comment from each and every person so requesting.

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

1. The Board hereby finds that the Orchard Pond Road East Segment was presumed dedicated to the County and the public, pursuant to Section 95.361, Florida Statutes, by virtue of the County having regularly maintained or repaired such road for at least the immediate past seven years, and hereby renounces, disclaims, vacates and abandons any right or interest of the County or the public in the Orchard Pond Road East Segment as legally described and depicted in Exhibit “A” attached hereto.

2. The Clerk of the Board is hereby directed, pursuant to Section 336.10, Florida Statutes, to publish notice of the adoption of this Resolution, within thirty (30) days following its adoption, in one issue of a newspaper of general publication in Leon County, Florida, and that the Clerk thereafter record in the official records of Leon County, Florida the Proof of Publication of notice of public hearing, this Resolution as adopted, and the Proof of Publication of the notice of the adoption of this Resolution.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 12th day of July, 2016.

LEON COUNTY, FLORIDA

By: _____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:

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

By: _____

Approved as to Form:

Office of the County Attorney
Leon County, Florida

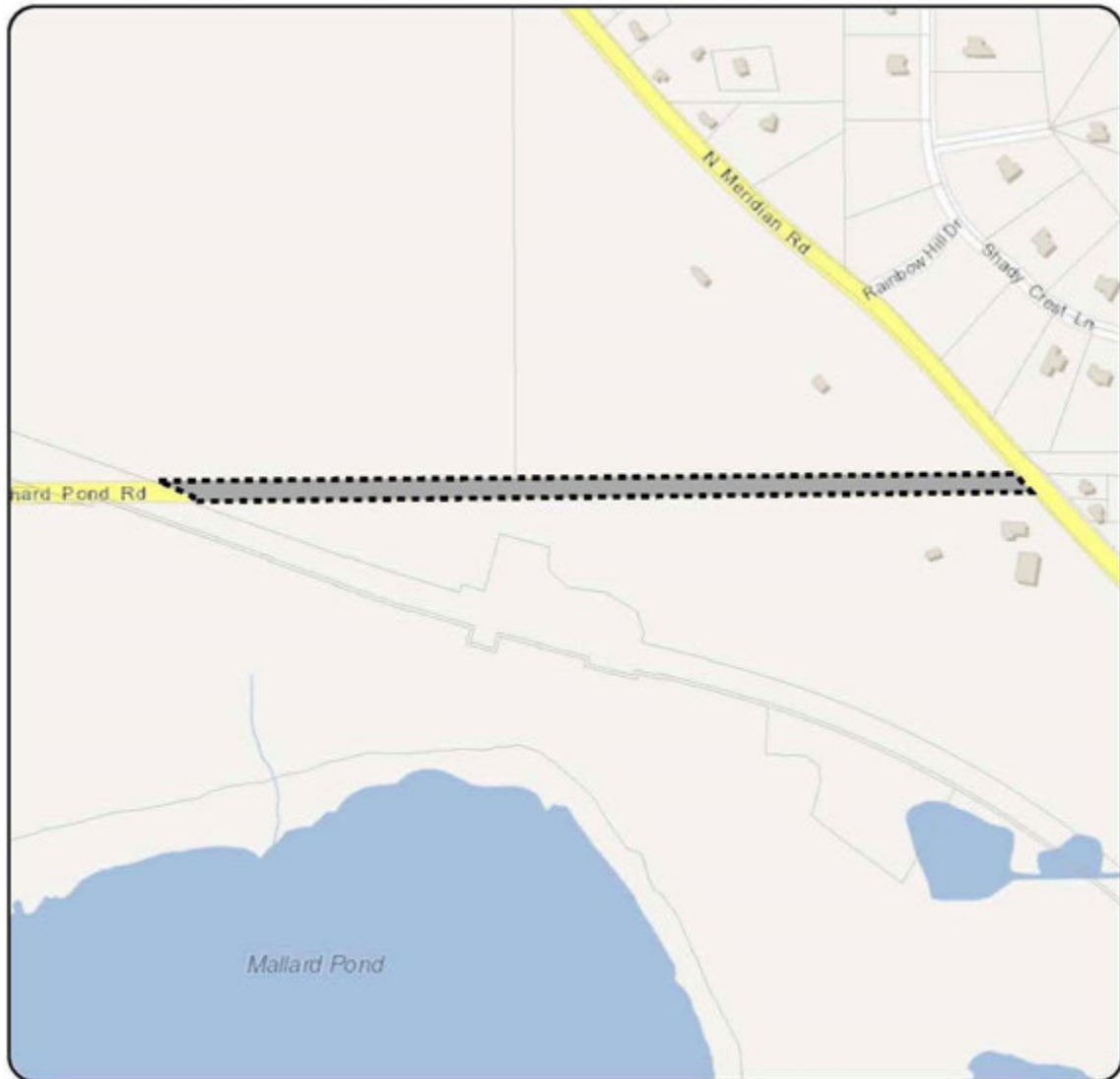
By: _____
Herbert W. A. Thiele
County Attorney

Exhibit "A"

LEGAL DESCRIPTION **(Orchard Pond Road East Segment)**

All of that road known as Orchard Pond Road located along the South boundary line of Sections 1 and 2, also being the North boundary line of Sections 12 and 11, Township 2 North, Range 1 West, Leon County, Florida, from 33.0 feet west and parallel with the centerline of Meridian Road and approximately 3630.0 feet West to the Easterly right-of-way boundary of the proposed Orchard Pond Parkway.

DEPICTION OF ORCHARD POND ROAD EAST SEGMENT **(approximate location - not to scale)**



 Orchard Pond Road East Segment

Exhibit “B”

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “Board”) will conduct a public hearing on Tuesday, July 12, 2016, 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 the adoption of a resolution abandoning, renouncing, and disclaiming the roads, streets, and lands associated with, and incident to, the portion of Orchard Pond Road lying east of the Orchard Pond Parkway, which lies in unincorporated Leon County.

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 the documents may be inspected at the following locations during regular business hours:

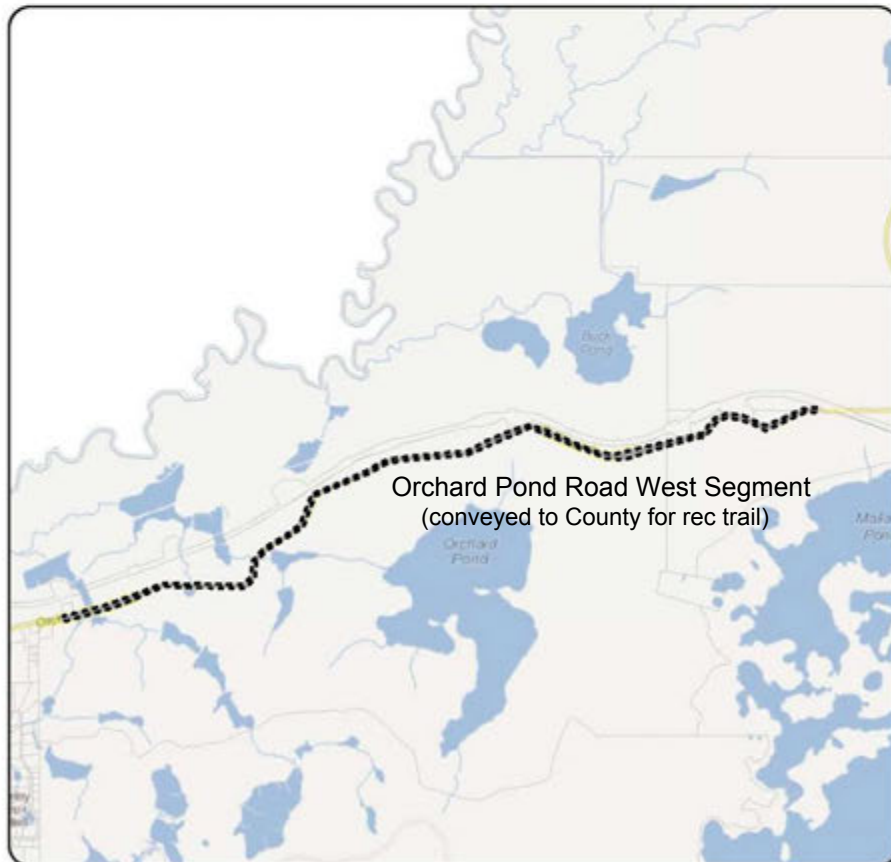
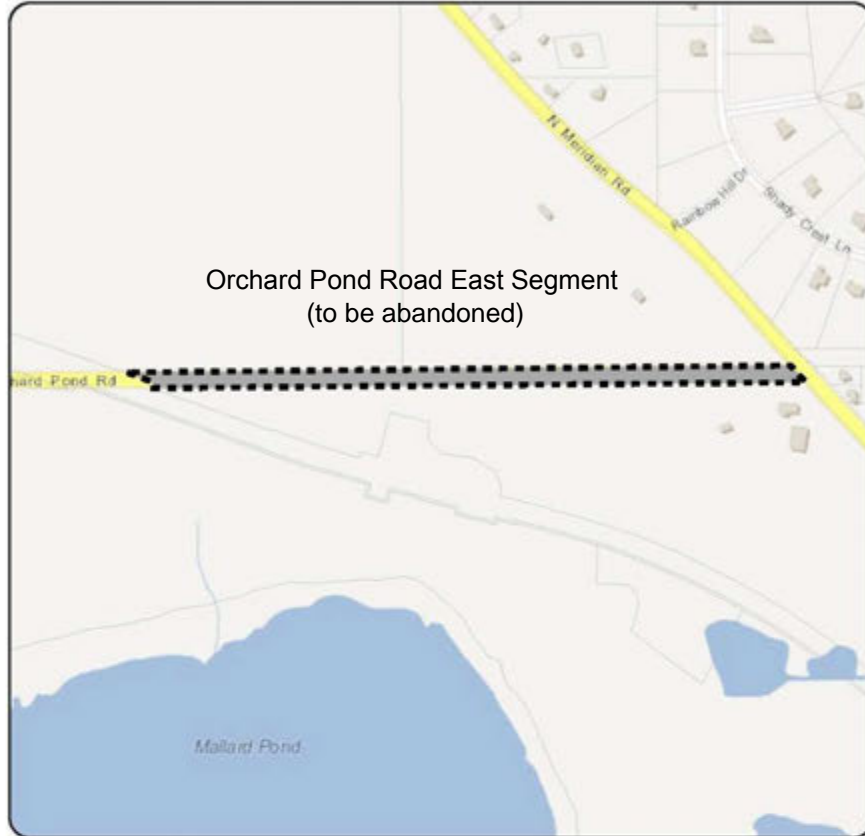
Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Clerk’s Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: June 27, 2016

Map of Orchard Pond Road Segments



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a public hearing on Tuesday, July 12, 2016, 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 the adoption of a resolution abandoning, renouncing, and disclaiming the roads, streets, and lands associated with, and incident to, the portion of Orchard Pond Road lying east of the Orchard Pond Parkway, which lies in unincorporated Leon County.

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.

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Tallahassee, Florida 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: June 27, 2016

F12-00089

**Leon County
Board of County Commissioners**


Notes for Agenda Item #34

Leon County
Board of County Commissioners
Sitting as the Leon County Energy Improvement District

Cover Sheet for Agenda #34

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator
 Herbert W.A. Thiele, County Attorney 

Title: Authorization to Enter into an Interlocal Agreement with the Florida Development Finance Corporation for Administration of a Residential and Commercial PACE Program and Adopt Resolution Approving Trust Indenture and Related Financing Documents for Commercial PACE Program Utilizing Ygrene

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Maggie Theriot, Director, Resource Stewardship

Fiscal Impact:

This item has no fiscal impact to the County at this time.

Staff Recommendation:

- Option # 1: Authorize staff to enter into an Interlocal Agreement with the Florida Development Finance Corporation for administration of a residential and commercial PACE program, and authorize the County Administrator to execute the Agreement, in a form approved by the County Attorney (Attachment #1).
- Option #2: Adopt Resolution approving Trust Indenture and related financing documents for Commercial PACE program utilizing Ygrene (Attachment #2).

Report and Discussion

Background:

During its December 2015 Retreat, the Board approved a new Strategic Initiative to reevaluate opportunity for residential Property Assessed Clean Energy (PACE). This agenda item seeks Board consideration for a proposed new PACE program model providing for both residential and commercial PACE through an interlocal agreement with the Florida Development Finance Corporation. In addition, this agenda item recommends the approval of all related financing documents for the County's existing Commercial PACE program.

On April 22, 2010, the Board adopted an ordinance creating the Leon County Energy Improvement District (the "District") which, among other things, provides for PACE financing through special assessment for certain property improvements related to energy efficiency, energy conservation and weatherization in Leon County.

As other local governments throughout the country initiated programs involving PACE, Fannie Mae and Freddie Mac and their parent entity, the Federal Housing Finance Agency (FHFA), effectively halted residential PACE because the financing takes a senior lien position in terms of property-based debt repayment obligations. Since Leon County was the leader in Florida, and nationally, with regard to the County's PACE program and because of the refusal of Fannie/Freddie to allow their borrowers to participate in our PACE program, the Board authorized the Leon County Attorney's Office to institute litigation challenging the position of FHFA. After an appeal, the litigation efforts of Leon County were unsuccessful. The challenges to FHFA by the other PACE jurisdictions were also, ultimately, unsuccessful on various appeals.

After efforts to launch a residential PACE program were thwarted by the FHFA, the District actively pursued the commercial element of PACE. Commercial PACE was not affected by FHFA's stance because the majority of commercial real estate mortgages are not owned by Fannie Mae or Freddie Mac. At the December 14, 2011 meeting the District directed that the addition of commercial elements be added to the PACE program and the underlying ordinance. On February 14, 2012, the District adopted an amended ordinance addressing the implementation of such commercial element provisions. As a result of the amended scope, staff immediately began exploring the design of a commercial PACE component to the program.

On October 23, 2012 the Board authorized the issuance of an RFP for third-party administration of a PACE program. The selection process resulted in Ygrene Energy Fund being chosen as the District's PACE administrator during the June 18, 2013 Board meeting. Efforts between Ygrene and Leon County began immediately to prepare for the launch of a program such as vendor training, fostering local relationships, identifying the first project candidate and finalizing the revenue bond. On November 19, 2013, the District adopted a resolution authorizing the bond validation proceedings in the amount not to exceed \$200,000,000. Such proceedings occurred March 10, 2014. With great dismay, the County's efforts were once again delayed as the bond issuance was appealed to the Florida Supreme Court. After fighting and ultimately winning the

Title: Authorization to Enter into an Interlocal Agreement with the Florida Development Finance Corporation for Administration of a Residential and Commercial PACE Program and Adopt Resolution Approving Trust Indenture and Related Financing Documents for Commercial PACE Program Utilizing Ygrene

July 12, 2016

Page 3

County's case the District was once again free to proceed in establishing a PACE program in October 2015.

In addition to reestablishing the commercial element, the Board during its December 2015 Retreat directed staff to reevaluate opportunities for residential PACE. On December 8, 2015 the Board, sitting as the Energy Improvement District, held a Public Hearing to adopt the Resolution on intent to use the uniform method of collecting non-ad valorem assessments and also approving interlocal agreements between the District and Tax Collector as well as the District and the Property Appraiser thus setting the stage to resume program development efforts.

This agenda is essential to the following FY2012 – FY2016 Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Pursue opportunities to fully implement a commercial and residential PACE program. (2012)
- Reevaluate current market conditions for the opportunity for the County to institute a residential PACE program. (2016)

These particular Strategic Initiatives aligns with the Board's Strategic Priorities - Environment:

- (EN2) Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns.
- (EN3) Educate citizens and partner with community organizations to promote sustainable practices.
- (EN4) Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar.

Analysis:

PACE is a relatively new financing tool across the nation, taking shape mainly since 2010. As a result the industry has experienced nearly constant transformation in regards to program models, service delivery, and financing structure. Likewise Leon County's own pursuits reflect this evolution. Staff attended the first annual PACE Nation Summit in February 2016 for the purpose of gaining in-depth perspective of the trajectory of PACE and alternative models to first-lien residential PACE. The Summit marked the first national event where professionals in PACE markets across the U.S. came together to share their knowledge and experiences with each other. Perspective, relationships and insight gained through the conference served as a catalyst for staff to examine program models poised to deliver a PACE program best suited to our local context. For example, the Leon market is too small to justify a standalone exclusive provider and competition adds value and choice for property owners.

Title: Authorization to Enter into an Interlocal Agreement with the Florida Development Finance Corporation for Administration of a Residential and Commercial PACE Program and Adopt Resolution Approving Trust Indenture and Related Financing Documents for Commercial PACE Program Utilizing Ygrene

July 12, 2016

Page 4

After extensive examination, staff has identified a program model that delivers a turn-key solution for both commercial and residential PACE. Offered through the Florida Development Finance Corporation (FDFC) the program emulates the best practices from across the nation, including inclusion of language that provides a limited subordination for residential PACE to the right to proceeds for a given tax-year to address certain concerns by the FHFA in cases of default. Through an innovative approach, the FDFC would serve as a turn-key program for the District with multiple PACE Program Administrators to the District by providing oversight of financing, quality control, consumer protections, preparation of documents for annual non-ad valorem assessments, tracking payment information, data collection, etc. Also, the FDFC has performed due diligence on a variety of PACE Providers (such as Renovate America, Ygrene and Clean Fund) to review leadership, experience, sources of capital, operational capacities, customer service, marketing, fees, rates, underwriting, IT support, etc. The FDFC Board has developed a PACE policy and is working to finalize certain procedures, which include a variety of elements that Program Administrators must conform to, including acceptable marketing practices; training, certification and monitoring of qualified contractors; producing key metrics for reporting; and also interface with the property owner regarding the application, consumer protections, certain disclosures and post-funding support.

Although Ygrene (the County's initial third-party program administrator for PACE) and Leon County began forming a commercial program in the summer of 2013, the nearly two and a half year delay has had significant implications on the momentum and success of the partnership. Additionally, Ygrene is among the approved providers working to finalize an agreement with the FDFC. As a result it is anticipated that Ygrene would continue to have a local presence through oversight under FDFC policies and standards.

As additional background, the FDFC was authorized by the Florida Legislature under the Florida Development Finance Corporation Act of 1993 as a state-wide development finance authority. As such, the FDFC operates under the "Florida in the Sunshine" guidelines. The FDFC has an existing interlocal agreement with Leon County to issue traditional bonds (Attachment #3). The proposed interlocal agreement regarding PACE with the FDFC is required in order for a local government to place the special assessment on the tax roll since the FDFC does not have authority to do so.

The key to the Leon County Energy Improvement District implementing the residential PACE program is FDFC's ability to secure a provider (Renovate America) willing to contractually subordinate their PACE liens so as not to be affected by the FHFA rules. Renovate America has a proprietary program responsible for the most widely adopted residential PACE program in the United States, accounting for 90% of the residential market.

Title: Authorization to Enter into an Interlocal Agreement with the Florida Development Finance Corporation for Administration of a Residential and Commercial PACE Program and Adopt Resolution Approving Trust Indenture and Related Financing Documents for Commercial PACE Program Utilizing Ygrene

July 12, 2016

Page 5

Should the Board authorize staff to proceed with the FDFC, the interlocal agreement (Attachment #1) would be entered into by the Leon County Energy Improvement District rather than the Board of County Commissioners. Upon adoption of the Resolution approving the Trust Indenture (Attachment #2), the Energy Improvement District would still have access to the \$200,000,000 bonds although the relationship with FDFC does not require the utilization of this bonding capacity by the District or County at this time.

Upon authorization, the FDFC interlocal agreement will be finalized and executed in a form approved by the County Attorney. It is anticipated FDFC program implementation steps such as contractor training, marketing and area networking will occur in August and September with formal kick off and applications anticipated to be accepted for residential properties in October 2016. Given national indicators, demand is much higher for residential PACE than commercial. As a result, efforts will first focus on launching a strong and stable residential program in October with the commercial program element anticipated in spring 2017. The partnership with the FDFC will provide for the fulfillment of a long standing commitment to property owners by providing a financing tool that will foster energy reduction and contribute to the economic vitality of Leon County.

Options:

1. Authorize staff to enter into an Interlocal Agreement with the Florida Development Finance Corporation for administration of a residential and commercial PACE program, and authorize the County Administrator to execute the Agreement, in a form approved by the County Attorney (Attachment #1).
2. Adopt Resolution approving Trust Indenture and related financing documents for Commercial PACE program utilizing Ygrene (Attachment #2).
3. Board direction.

Recommendation:

Option #1 and #2

Attachments:

1. Proposed draft interlocal agreement with the Florida Development Finance Corporation for the administration of a PACE program
2. Resolution Adopting Trust Indenture and related financing documents
3. Existing interlocal agreement with the Florida Development Finance Corporation

This instrument was prepared by or under the supervision
of (and after recording should be returned to):

[ISSUER COUNSEL]
[ADDRESS 1]
[ADDRESS 2]
[CITY/STATE/ZIP]

(SPACE reserved for Clerk of Court)

**INTERLOCAL AGREEMENT RELATING TO
FLORIDA DEVELOPMENT FINANCE CORPORATION'S
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**

BY AND BETWEEN

FLORIDA DEVELOPMENT FINANCE CORPORATION

AND

[INSERT PUBLIC AGENCY], FLORIDA

DATED AS OF _____, 20__

TABLE OF CONTENTS

	Page
SECTION 1.	AUTHORITY FOR INTERLOCAL AGREEMENT..... 3
SECTION 2.	DEFINITIONS..... 3
SECTION 3.	INTERPRETATION..... 5
SECTION 4.	NOTICE OF INTENT; IMPOSITION OF SPECIAL ASSESSMENTS; COORDINATION 5
SECTION 5.	FEEES AND COSTS 7
SECTION 6.	TERM OF INTERLOCAL AGREEMENT..... 7
SECTION 7.	FILING..... 7
SECTION 8.	LIMITED LIABILITY 7
SECTION 9.	AMENDMENTS 8
SECTION 10.	ASSIGNMENT 8
SECTION 11.	EXECUTION IN COUNTERPARTS 9
SECTION 12.	SEVERABILITY 9
SECTION 13.	APPLICABLE LAW 9
SECTION 14.	EFFECTIVE DATE..... 9
EXHIBIT A	FORM OF PUBLIC HEARING NOTICE FOR RESOLUTION OF INTENT
EXHIBIT B	FORM OF RESOLUTION OF INTENT
EXHIBIT C	FORM OF ANNUAL ASSESSMENT RESOLUTION

**INTERLOCAL AGREEMENT RELATING TO
FLORIDA DEVELOPMENT FINANCE CORPORATION'S
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of _____, 20__, by and between Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a local agency organized and existing under the laws of the State of Florida ("FDFC") and [INSERT PUBLIC AGENCY], a _____ of the State of Florida (the "Public Agency" and together with FDFC the "Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 163.08, Florida Statutes, as amended (the "Florida PACE Act"), the Florida Legislature found that in order to make qualifying renewable energy, energy efficiency and conservation and wind resistance improvements more affordable and assist real property owners who wish to undertake such improvements, there is a compelling State of Florida ("State") interest in enabling property owners to voluntarily finance such improvements with local government assistance; and

WHEREAS, under the Florida PACE Act, the Florida Legislature determined that the actions authorized under the Florida PACE Act, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements between property owners and local governments and the resulting imposition of voluntary non-ad valorem assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the State and its property owners and inhabitants; and

WHEREAS, FDFC has determined that there is a substantial need within the State for a financing program which can provide funds to property owners and inhabitants to enable them to finance qualifying improvements under the Florida PACE Act on a cost-effective basis; and

WHEREAS, the Florida Legislature determined that FDFC has the authority to issue revenue bonds for the purpose of financing said qualifying improvements pursuant to Section 288.9606(7), Florida Statutes; and

WHEREAS, FDFC acts as a special development financing authority that specializes in providing financing support to fund projects that support economic development and job creation on a state-wide basis and the Florida PACE Act is an economic development tool that provides communities with an additional option for financing, stimulates production of qualifying products, promotes competition, increases

property values, lowers energy consumption, mitigates wind damage, and creates jobs; and

WHEREAS, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-09, as amended and supplemented from time to time (the "Bond Resolution"), authorizing the issuance of revenue bonds ("Bonds") in order to finance qualifying improvements under the Florida PACE Act, which revenue bonds shall be secured by and payable from the proceeds of voluntary non-ad valorem assessments levied against the real properties that are benefitted by such qualifying improvements (the "Assessments"), all in accordance with the provisions of the Florida PACE Act and other applicable provisions of law and in accordance with FDFC's Property Assessed Clean Energy ("PACE") Program (the "FDFC PACE Program"); and

WHEREAS, on July 18, 2014, in accordance with Chapter 75, Florida Statutes, the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida issued an Amended Final Judgment validating the issuance of the Bonds by FDFC and on October 15, 2015, the Supreme Court of the State of Florida affirmed such Final Judgment; and

WHEREAS, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-10 setting forth its policies and procedures relating to the FDFC PACE Program; and

WHEREAS, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-11 approving Renovate America, Inc. as its first PACE provider for the FDFC PACE program; and

WHEREAS, FDFC anticipates adding other potential approved PACE providers so as to insure a competitive marketplace in Florida for any potential property owners interested in the FDFC PACE Program; and

WHEREAS, the Public Agency desires to assist FDFC in furtherance of the objectives of the Florida PACE Act and the FDFC's PACE Program by entering into this Interlocal Agreement and thereby permitting the property owners within the boundaries of the Public Agency the ability to utilize the FDFC PACE Program and any FDFC approved PACE provider as an option and access funds to enable them to finance qualifying improvements; and

WHEREAS, the imposition of the Assessments against benefitted property is the prescribed mechanism under the Florida PACE Act for the repayment of revenue bonds issued for such purposes and is an essential vehicle to ensure the financial feasibility of the FDFC PACE Program; and

WHEREAS, to ensure the financial feasibility and security of the FDFC PACE Program, Section 163.08(8) of the Florida PACE Act provides that the lien of the Assessments shall be of equal dignity to county taxes and assessments; and

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), permits FDFC and the Public Agency, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit in the best interest of the real property owners within the boundaries of the Public Agency; and

WHEREAS, FDFC is requesting that the Public Agency utilize its home rule power of special assessment to impose the Assessments, as contemplated in Section 163.08(3), Florida Statutes, to ensure the owners of real property located within the boundaries of the Public Agency can access the FDFC PACE Program as an option to finance their qualified improvements and provide security for the repayment of their loans;

NOW THEREFORE, THE PARTIES TO THIS INTERLOCAL AGREEMENT AGREE AS FOLLOWS:

SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT. This Interlocal Agreement is adopted pursuant to the provisions of the Interlocal Act and other applicable provisions of law. At all times prior to and during the term of this Interlocal Agreement, FDFC and the Public Agency constitute "public agencies" as that term is defined in the Interlocal Act.

SECTION 2. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Annual Assessment Resolution" means a resolution adopted by the Public Agency annually that (A) imposes new Assessments against those property owners entering into financing agreements with the FDFC under the FDFC PACE Program since adoption of the last Annual Resolution, and (B) approves an electronic assessment roll to be submitted to the Tax Collector for the next tax bill containing the required collection information for all property owners with outstanding Assessments under the FDFC PACE Program, in each case limited to those property owners within the boundaries of the Public Agency.

"Assessments" means the non-ad valorem assessments levied against the properties that are benefitted by the qualifying improvements in accordance with the Florida PACE Act and the FDFC PACE Program.

"Bond Resolution" means Resolution No. 15-09 of the FDFC adopted on December 4, 2015 relating to the Bonds and the FDFC PACE Program, as amended and supplemented from time to time.

"Bonds" means bonds that are issued by FDFC from time to time pursuant to the Bond Resolution.

"FDFC" means Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a local agency organized and existing under the laws of the State of Florida

"FDFC PACE Program" means the FDFC's Property Assessed Clean Energy (PACE) Program adopted pursuant to the Bond Resolution.

"Florida PACE Act" means Section 163.08, Florida Statutes, as may be amended from time to time.

"Interlocal Act" means Part I of Chapter 163, Florida Statutes, as amended.

"Interlocal Agreement" means this Interlocal Agreement Relating To Florida Development Finance Corporation's Property Assessed Clean Energy (PACE) Program, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Parties" mean both the FDFC and the Public Agency and their respective assigns.

"Property Appraiser" means the county property appraiser for real property within the boundaries of the Public Agency.

"Public Agency" means _____ of the State of Florida.

"Resolution of Intent" means a resolution adopted by the Public Agency pursuant to the Uniform Assessment Collection Act providing notice to all owners of real property within the boundaries of the Public Agency that non-ad valorem assessments may be imposed pursuant to the Florida PACE Act and may be collected pursuant to the Uniform Assessment Collection Act if the property owner chooses to utilize the FDFC PACE Program and any FDFC approved PACE provider to finance their qualifying improvements.

"State" means the State of Florida.

"Tax Collector" means the county tax collector for real property within the boundaries of the Public Agency.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended and supplemented from time to time.

SECTION 3. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Interlocal Agreement; the term "heretofore" shall mean before the effective date of this Interlocal Agreement; and the term "hereafter" shall mean after the effective date of this Interlocal Agreement. This Interlocal Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Interlocal Agreement.

SECTION 4. NOTICE OF INTENT; IMPOSITION OF SPECIAL ASSESSMENTS; COORDINATION.

(A) In accordance with the Uniform Assessment Collection Act and the Florida PACE Act, the Public Agency hereby agrees to impose Assessments within the boundaries of the Public Agency and to utilize the Uniform Assessment Collection Act for collection of such Assessments from each property owner that voluntarily enters into a financing agreement pursuant to the Florida PACE Act and the FDFC PACE Program. Specifically, the Public Agency agrees to:

(1) advertise a public hearing to be held by the Public Agency at which the Public Agency will consider adoption of a Resolution of Intent, thus providing notice to the owners of real property within the boundaries of the Public Agency that non-ad valorem assessments may be imposed pursuant to the Florida PACE Act and may be collected pursuant to the Uniform Assessment Collection Act, such advertisement to be substantially in the form and within the timing requirements set forth in EXHIBIT A attached hereto;

(2) after holding the public hearing referred to in (1) above, adopt a Resolution of Intent, substantially in the form attached hereto as EXHIBIT B, and mail an executed copy to FDFC, the Tax Collector and the Property Appraiser;

(3) enter into a written agreement with the Tax Collector and the Property Appraiser regarding costs associated with use of the Uniform Assessment Collection Act, to the extent such agreement is not already in place;

(4) prior to September 15 of each calendar year, adopt an Annual Assessment Resolution, substantially in the form attached hereto as EXHIBIT C, which imposes new Assessments against those property owners entering into financing agreements with FDFC under the FDFC PACE Program since adoption of the last Annual Resolution, and certifies an electronic assessment roll to be

submitted to the Tax Collector for the next tax bill, in each case based on information provided by FDFC;

(5) remit Assessment proceeds received by the Public Agency from the Tax Collector directly to FDFC or its designee;

(6) take all actions necessary to enforce collection of the Assessments pursuant to the Uniform Assessment Collection Act; and

(7) at the request of FDFC, re-impose the Assessments as necessary to the extent required by changes in State law or subsequent judicial decisions.

(B) FDFC shall be responsible for all other actions required by the Florida PACE Act, including but not limited to:

(1) assisting the Public Agency with preparing all documents required for the Public Agency to impose the Assessments pursuant to the Florida PACE Act and the Uniform Assessment Collection Act, including finalization of the documents attached as exhibits hereto and assistance with the written agreement with the Tax Collector and Property Appraiser, if requested by the Public Agency;

(2) providing a copy of the Resolution of Intent, together with any other documents required by the Florida PACE Act or the Uniform Assessment Collection Act, to the Florida Department of Revenue;

(3) ensuring that each property owner that voluntarily enters into a financing agreement with FDFC pursuant to the FDFC PACE Program has met all of the financial and other requirements provided for by the Florida PACE Act and the FDFC PACE Program;

(4) providing the requisite notifications to all real property owners participating in the FDFC PACE Program;

(5) recording a summary or memorandum of the financing agreement with the property owner in accordance with the Florida PACE Act;

(6) tracking payment information for each property owner participating in the FDFC PACE Program and maintaining the related assessment rolls for all such participating parcels within the boundaries of the Public Agency;

(7) once certified by the Public Agency, submitting the electronic assessment roll relating to the FDFC PACE Program each year to the Tax Collector on behalf of the Public Agency; and

(8) administering all other aspects of the FDFC PACE Program including the payment of Bonds with proceeds derived from the Assessments.

(C) The Parties agree to fully cooperate and coordinate with the Tax Collector and Property Appraiser for real property within the boundaries of the Public Agency and comply with all other requirements of the Florida PACE Act and the Uniform Assessment Collection Act. The Public Agency acknowledges and agrees that failure to meet its obligations under subsection (A) above shall constitute a breach under this Interlocal Agreement and that in the case of such breach, FDFC shall be entitled to (in addition to any and all other remedies available to FDFC at law or in equity) seek injunctive and other equitable relief, and the Public Agency agrees that it shall not plead in defense thereto that there would be an adequate remedy at law.

SECTION 5. FEES AND COSTS.

(A) All fees and costs related to the recording of this Interlocal Agreement, the Resolution of Intent process and any other fees and costs incurred by FDFC or the Public Agency with respect to the Assessments and the FDFC PACE Program will be paid for solely by FDFC and reimbursed to FDFC through the FDFC PACE Program by the respective FDFC approved PACE provider.

(B) To advance the purposes of the Florida PACE Act, to minimize participation costs, and because each property owner is voluntarily undertaking to achieve and underwrite the compelling State of Florida interests described in the Florida PACE Act, the FDFC urges either the waiver by the Tax Collector and Property Appraiser of their fees or a flat __ dollar (\$_.00) fee per year per tax parcel for such purposes which shall be paid by FDFC and reimbursed to FDFC through the FDFC PACE Program.

SECTION 6. TERM OF INTERLOCAL AGREEMENT. This Interlocal Agreement shall remain in effect for as long as real property owners within the boundaries of the Public Agency are participating in the FDFC PACE Program and have unpaid Assessments outstanding.

SECTION 7. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in and for _____, Florida.

SECTION 8. LIMITED LIABILITY.

(A) FDFC shall defend, indemnify and hold the Public Agency and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or gross negligence of FDFC or its directors,

officials, officers, employees and agents in connection with the FDFC PACE Program, including without limitation, the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. The Public Agency shall defend, indemnify and hold FDFC and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or grossly negligent acts of the Public Agency or its directors, officials, officers, employees and agents in connection with its obligations under this Interlocal Agreement, including without limitation, the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. In no event shall any of FDFC's or the Public Agency's officials, officers or employees be held directly liable for any damages or liability resulting from this Interlocal Agreement.

(B) Neither FDFC or the Public Agency, or any agent, board member, officer, official, advisor or employee of FDFC or the Public Agency shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except as provided in Section 8(A) above, or for any act of omission or commission by the other party hereto and its agents, officers, officials or employees. The terms of this Section 8 shall survive termination or expiration of this Interlocal Agreement.

(C) Neither this Interlocal Agreement nor any Bonds issued by FDFC on behalf of the FDFC PACE Program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of FDFC or the Public Agency, the State of Florida, or any political subdivision or agency thereof. The issuance of any Bonds by FDFC on behalf of the FDFC PACE Program shall not directly, indirectly, or contingently obligate FDFC, the Public Agency, the State of Florida, or any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

(D) The FDFC and the Public Agency are and shall be subject to Sections 768.28 and 163.01(9), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 9. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of FDFC and the Public Agency and subsequent ratification by each party's respective governing body.

SECTION 10. ASSIGNMENT. This Interlocal Agreement may be assigned, in whole or in part, by any party at any time with the prior written consent of the other party hereto, which consent shall not unreasonably be withheld.

SECTION 11. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 12. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 13. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 14. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 7 hereof are satisfied.

[SIGNATURE PAGES FOLLOW]

[FDFC SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FDFC by the authorized signatory identified below.

**FLORIDA DEVELOPMENT FINANCE
CORPORATION**

By: _____
Name: _____
Title: _____

[PUBLIC AGENCY SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the [INSERT PUBLIC AGENCY] by its _____, its seal affixed hereto, as attested by its _____ as of the _____ day of _____, 20__.

[INSERT PUBLIC AGENCY], FLORIDA

(SEAL)

ATTEST:

By: _____
_____, its _____

By: _____
_____, its _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
_____, Public Agency Attorney

EXHIBIT A

FORM OF PUBLIC HEARING NOTICE FOR RESOLUTION OF INTENT

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The [Board of County Commissioners (the "Board")][the City Council (the "City Council")] of [PUBLIC AGENCY], Florida (the "[County][City]") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied over a number of years to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within the [unincorporated][incorporated] area of the [County][City] as authorized by Sections 163.08 and 197.3632, Florida Statutes, which will allow such assessments to be collected annually, commencing in November 20[16], in the same manner as provided for ad valorem taxes.

The [Board][City Council] will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by Sections 163.08 and 197.3632, Florida Statutes, at a public hearing to be held on [PUBLIC HEARING DATE] at [PUBLIC HEARING TIME], or as soon thereafter as the matter may be heard, in the [STREET ADDRESS OF PUBLIC HEARING LOCATION], [PUBLIC AGENCY], Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the [PUBLIC AGENCY]. Copies of the proposed form of resolution may be obtained from [PUBLIC AGENCY CONTACT DEPARTMENT AND PHONE NUMBER]. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the [Board][City Council] with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the [PUBLIC AGENCY ADA CONTACT DEPARTMENT, ADDRESS AND PHONE NUMBER] prior to the date of the hearing.

Publication Dates (may vary based on publication frequency):

[once, 28 days prior to the public hearing]

[once, 21 days prior to the public hearing]

[once, 14 days prior to the public hearing]

[once, 7 days prior to the public hearing]

EXHIBIT B

FORM OF RESOLUTION OF INTENT

RESOLUTION NO. _____

A RESOLUTION OF THE [PUBLIC AGENCY], FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE [UNINCORPORATED][INCORPORATED] AREA OF THE [PUBLIC AGENCY]; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the [PUBLIC AGENCY], Florida (the "[County][City]") is contemplating the imposition of special assessments to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within the [unincorporated][incorporated] area of the [County][City] as authorized by Sections 163.08 and 197.3632, Florida Statutes (the "PACE Assessments"); and

WHEREAS, the [County][City] intends to use the uniform method for collecting the PACE Assessments because this method will allow such special assessments to be collected annually commencing in November 20[16], in the same manner as provided for ad valorem taxes; and

WHEREAS, the [County][City] held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 20[16], and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the [County][City], the [County][City] intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting the PACE Assessments. Such PACE Assessments shall be levied within the [unincorporated][incorporated] area of the [County][City]. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated herein by reference.

2. The [County][City] hereby determines that the levy of the PACE Assessments is needed to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within the [unincorporated][incorporated] area of the [County][City].

[3. Pursuant to Section 163.08(4), Florida Statutes, the property appraiser and the tax collector serving the area in which the [County][City] is located have agreed that the [County][City] may have until August 15, 20[16] to adopt this Resolution, such agreements being attached hereto as Exhibit C and incorporated herein by reference.]

4. Upon adoption, the clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the applicable tax collector, and the applicable property appraiser by [January 10, 20[16]] [March 10, 20[16]] [August 15, 20[16]].

5. This Resolution shall be effective upon adoption.

DULY ADOPTED this _____ day of _____, 20[16].

[PUBLIC AGENCY]

Title:

(SEAL)

ATTEST:

Clerk

EXHIBIT C
FORM OF ANNUAL ASSESSMENT RESOLUTION

[TO COME]

BMO Draft #3
6/24/2016

RESOLUTION NO. 2016-EID-___

A RESOLUTION OF THE BOARD OF THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT SUPPLEMENTING RESOLUTION 2013-01-EID ADOPTED BY THE DISTRICT ON NOVEMBER 19, 2013; AUTHORIZING THE ISSUANCE OF THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT TAXABLE REVENUE BONDS, SERIES 2016 IN THE NOT TO EXCEED AGGREGATE PRINCIPAL AMOUNT OF \$100,000,000; APPROVING THE FORM OF THE TRUST INDENTURE; DELEGATING THE SALE OF THE SERIES 2016 BONDS TO THE PURCHASER; APPROVING THE FORM OF THE BOND PURCHASE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Leon County Energy Improvement District (the "District") on November 19, 2013, approved Resolution 2013-01-EID, as amended and supplemented (the "Master Bond Resolution") which authorized not to exceed \$200,000,000 Leon County Energy Improvement District Revenue Bonds (the "Bonds") for the purpose of financing the cost of "qualifying improvements" as defined in the PACE Act, as defined below, and "energy efficiency improvements," "renewable energy improvements" or "wind resistance improvements" as defined in Chapter 15 of the Code, as defined below;

WHEREAS, pursuant to a Trust Indenture between the District and Zions Bank, a division of ZB , National Association, as Trustee (the "Indenture"), the District now desires to provide for the sale of such not to exceed aggregate principal amount \$100,000,000 Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016 (the "Series 2016 Bonds") in eleven series at a negotiated sale; and

WHEREAS, due to the complex nature of this financing, the critical importance of the timing of the sale of the Series 2016 Bonds, as hereinabove defined, and due to the willingness of the Purchaser to purchase the Series 2016 Bonds, at interest rates favorable to the District, it is hereby determined that it is in the best interest of the public and the District to sell the Series 2016 Bonds at a negotiated sale; and

WHEREAS, the District desires to provide further approval of the form of and authorize execution of certain documents in connection with the issuance of the Series 2016 Bonds, to

approve the form of the Indenture and to appoint certain other agents to serve in connection with the Series 2016 Bonds; and

WHEREAS, the District has been or will be provided all applicable disclosure information required by Section 218.385, Florida Statutes; and

WHEREAS, the District desires to do certain other things in connection with the delivery of the Series 2016 Bonds.

BE IT RESOLVED BY THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the District is adopted pursuant to the provisions of Chapter 125, Florida Statutes, as amended, Section 163.08, Florida Statutes, as amended (the "PACE Act"), Chapter 189, Florida Statutes, as amended (the "Special District Act"), Chapter 15 of the Leon County Code of Ordinances (the "Code"), the Master Bond Resolution and other applicable provisions of law (collectively, the "Act").

SECTION 2. AUTHORIZATION OF SERIES 2016 BONDS. There is hereby authorized and directed to be issued not to exceed aggregate principal amount of \$100,000,000 Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016, to be issued in eleven Series to be designated Series 2016A through Series 2016K. The Series 2016 Bonds shall be issued under and secured by the Master Bond Resolution and the Indenture, which by reference are hereby incorporated in this Resolution as if set forth in full herein.

SECTION 3. AUTHORIZATION OF TRUST INDENTURE. The form of the Trust Indenture attached hereto as Exhibit "A" to be entered into by and between the District and Zions Bank, a division of ZB, National Association (the "Trustee") is hereby approved and adopted by the District. The Chairman or Vice Chairman are hereby authorized and directed to execute such Indenture on behalf of the District in the manner provided by law. The Indenture shall be subject to such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman and the execution of the Indenture by the Chairman or Vice-Chairman shall be conclusive evidence of any such approval.

SECTION 4. DELEGATED SALE. Subject to full satisfaction of the conditions set forth in this Section 4, the District hereby authorizes a delegated negotiated sale of the Series 2016 Bonds to Ygrene Energy Fund Inc. (the "Purchaser"), in accordance with the terms of a Bond Purchase and Draw Down Agreement (the "Purchase Agreement") to be dated the date of sale and to be in substantially in the form attached hereto as Exhibit "B," with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman or the Vice Chairman in accordance with the provisions of this Section 4 and upon recommendation of the Financial Advisor, his execution thereof being deemed conclusive

evidence of the approval of such changes and full satisfaction of the conditions set forth in this Section 4 (including, without limitation, making the final determination concerning the structuring and marketing of the Series 2016 Bonds to obtain the most favorable interest rate on the Series 2016 Bonds) and the execution and delivery of the Purchase Agreement by the Chairman or Vice Chairman shall be deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section. In accordance with the Purchase Agreement, Cortland Capital Market Services is hereby appointed as escrow agent.

Notwithstanding the foregoing, the Purchase Agreement shall not be executed by the Chairman or Vice Chairman until such time as all of the following conditions have been satisfied:

Receipt by the Chairman or the Vice Chairman of a properly delivered Purchase Agreement to purchase the Series 2016 Bonds by the Purchaser, said offer to provide for, among other things, (i) the issuance of not exceeding \$100,000,000 aggregate principal amount of Series 2016 Bonds, (ii) an initial interest rate as of the date of issuance of not more than the amount permitted under Section 159.824(1)(d), Florida Statutes, and (iii) the maturities of the Series 2016 Bonds, with the final maturity of the Series 2016 Bonds being not later than December 1, 2066.

Upon satisfaction of the conditions set forth in this Section, the Chairman or Vice Chairman are hereby authorized to execute and deliver the Series 2016 Bonds and any other documents, agreements or certificates relating to the Series 2016 Bonds, and are further authorized and directed to prepare and furnish to the purchasers of the Series 2016 Bonds, when the Series 2016 Bonds are issued, certified copies of all the proceedings and records of the District relating to the Series 2016 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2016 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the District as to the truth of all statements contained therein.

SECTION 5. APPOINTMENT OF TRUSTEE, PAYING AGENT AND REGISTRAR. Zions Bank, a division of ZB, National Association is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2016 Bonds.

SECTION 6. DETAILS OF SERIES 2016 BONDS. The Series 2016 Bonds shall mature on the dates and in the amounts, and shall bear interest at the rates and shall be subject to redemption as shall be provided in the Indenture and the Purchase Agreement.

SECTION 7. GENERAL AUTHORIZATION. The Chairman or Vice-Chairman or any other appropriate officers of the District are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Master Bond Resolution,

this Resolution, the Indenture, the Purchase Agreement, the Financing Agreements and any agreements with the Trustee, Paying Agent and Registrar and the Escrow Agent or any other document required as a prerequisite or precondition to the issuance of the Series 2016 Bonds and any such representation made therein shall be deemed to be made on behalf of the District. All action taken to date by the officers of the District, the Financial Advisor or Bond Counsel in furtherance of the issuance of the Series 2016 Bonds is hereby approved, confirmed and ratified.

SECTION 8. PRIOR RESOLUTIONS. All prior resolutions of the District inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as otherwise modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

**LEON COUNTY ENERGY IMPROVEMENT
DISTRICT**

By: _____
Chairman

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

By: _____
Clerk

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

EXHIBIT "A"
FORM OF TRUST INDENTURE

EXHIBIT "B"

FORM OF BOND PURCHASE AND DRAW-DOWN AGREEMENT

BMO Draft #4
6/24/2016

LEON COUNTY ENERGY IMPROVEMENT DISTRICT

and

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION
as Trustee

TRUST INDENTURE

Dated as of _____ 1, 2016

Relating to

Leon County Energy Improvement District Taxable Revenue Bonds

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND CONSTRUCTION	7
Section 1.01 <u>Definitions</u>	7
Section 1.02 <u>Construction</u>	15
ARTICLE II REPRESENTATIONS AND COVENANTS OF THE DISTRICT	16
Section 2.01 <u>Representations by the District</u>	16
Section 2.02 <u>Covenants of the District</u>	17
Section 2.03 <u>Deposits to Revenue Fund</u>	18
ARTICLE III AUTHORIZATION AND ISSUANCE OF BONDS	18
Section 3.01 <u>Authorization of Series 2016 Bonds</u>	18
Section 3.02 <u>Conditions Precedent to Authentication and Delivery of each Series of the Series 2016 Bonds</u>	19
Section 3.03 <u>Registered Bonds</u>	19
Section 3.04 <u>Loss, Theft, Destruction or Mutilation of Series 2016 Bonds</u>	19
Section 3.05 <u>Terms of Series 2016 Bonds - General</u>	20
Section 3.06 <u>Interest on the Series 2016 Bonds</u>	25
Section 3.07 <u>Payment of Principal on the Series 2016 Bonds</u>	27
Section 3.08 <u>Security for Sub-Series Bonds</u>	27
Section 3.09 <u>Execution and Authentication of Series 2016 Bonds</u>	27
Section 3.10 <u>Negotiability, Transfer and Registry of Series 2016 Bonds</u>	28
Section 3.11 <u>Ownership of Series 2016 Bonds</u>	30
Section 3.12 <u>Payments on Bonds Due on Non-Business Days</u>	30
Section 3.13 <u>Series 2016 Bonds to be Certificated</u>	31
ARTICLE IV REDEMPTION OF BONDS.....	31

Section 4.01	<u>Mandatory Redemption</u>	31
Section 4.02	<u>Reserved</u>	31
Section 4.03	<u>Notice of Redemption</u>	31
Section 4.04	<u>Partial Redemption of Sub-Series Bond</u>	32
Section 4.05	<u>Reborrowing of Amounts Redeemed</u>	32
ARTICLE V ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR.....		32
Section 5.01	<u>Revenue Fund</u>	32
Section 5.02	<u>Moneys Held in Trust; Investment of Moneys</u>	33
Section 5.03	<u>Investment Earnings</u>	33
Section 5.04	<u>Records</u>	33
Section 5.05	<u>Reports From the Trustee</u>	34
ARTICLE VI DEFAULT PROVISIONS; REMEDIES.....		34
Section 6.01	<u>Events of Default Applicable to Each Sub-Series Bond</u>	34
Section 6.02	<u>Events of Default Applicable to all Series 2016 Bonds</u>	35
Section 6.03	<u>Remedies Applicable to Each Sub-Series Bond</u>	35
Section 6.04	<u>Remedies Applicable to all Series 2016 Bonds</u>	35
Section 6.05	<u>Application of Revenues and Other Moneys After Default Applicable to a Sub-Series Bond</u>	36
Section 6.06	<u>Remedies Not Exclusive</u>	37
Section 6.07	<u>Remedies Vested in Trustee and Owner of Particular Sub-Series Bond</u>	37
Section 6.08	<u>Individual Bond Owners Action Restricted</u>	37
Section 6.09	<u>Termination of Proceedings</u>	38
Section 6.10	<u>Waiver and Non-Waiver of Event of Default</u>	38

ARTICLE VII CONCERNING THE TRUSTEE AND THE PROGRAM ADMINISTRATOR	38
Section 7.01 <u>Trustee; Appointment and Acceptance of Duties</u>	38
Section 7.02 <u>Responsibilities of Trustee</u>	38
Section 7.03 <u>Evidence on Which Trustee May Act</u>	40
Section 7.04 <u>Compensation; No Trustee Liens</u>	40
Section 7.05 <u>Certain Permitted Acts</u>	41
Section 7.06 <u>Resignation of Trustee</u>	41
Section 7.07 <u>Removal of Trustee</u>	41
Section 7.08 <u>Appointment of Successor Trustee; Temporary Trustee</u>	41
Section 7.09 <u>Transfer of Rights and Property to Successor Trustee</u>	41
Section 7.10 <u>Merger or Consolidation of Trustee</u>	42
Section 7.11 <u>Program Administrator and Escrow Agent</u>	42
ARTICLE VIII AMENDMENTS AND SUPPLEMENTAL INDENTURES; AMENDMENTS OF BOND DOCUMENTS.....	42
Section 8.01 <u>Supplemental Indentures Not Requiring Consent of Owners of Series 2016 Bonds</u>	42
Section 8.02 <u>Supplemental Indentures Requiring Consent of Owners of Series 2016 Bonds</u>	43
Section 8.03 <u>Reliance on Opinion of Counsel</u>	44
Section 8.04 <u>Consents Required</u>	44
Section 8.05 <u>Amendments of Bond Documents Not Requiring Consent of Owners of Series 2016 Bonds</u>	44
Section 8.06 <u>Amendments of Bond Documents Requiring Consent of Owners of Series 2016 Bonds</u>	44
ARTICLE IX DISCHARGE.....	45
Section 9.01 <u>Discharge of Indenture</u>	45

Section 9.02 Discharge by Delivery46

Section 9.03 Discharge by Deposit.....46

ARTICLE X MISCELLANEOUS46

Section 10.01 Evidence of Signatures of Bond Owners and Ownership of Series
2016 Bonds.....46

Section 10.02 Series 2016 Bonds Not an Obligation of the State or Any Political
Subdivision.....47

Section 10.03 Preservation and Inspection of Documents.....48

Section 10.04 Parties Interested Herein.....48

Section 10.05 No Recourse on the Series 2016 Bonds.....48

Section 10.06 Severability of Invalid Provisions48

Section 10.07 Successors.....49

Section 10.08 Notices, Demands and Requests49

Section 10.09 Applicable Law.....51

Section 10.10 Table of Contents and Section Headings Not Controlling51

Section 10.11 Effective Date.....51

EXHIBIT A FORMS OF DRAWDOWN BONDS

EXHIBIT B FORMS OF SUB-SERIES BONDS

EXHIBIT C FORM OF FUNDING NOTICE AND REQUISITION

EXHIBIT D FORM OF INVESTOR LETTER (from purchaser of Drawdown Bond)

EXHIBIT E FORM OF INVESTOR LETTER (from investors in Sub-Series Bonds)

EXHIBIT F INTEREST RATES

TRUST INDENTURE

This TRUST INDENTURE dated as of _____ 1, 2016 (this "Indenture"), by and between the LEON COUNTY ENERGY IMPROVEMENT DISTRICT, a dependent special district created pursuant to the laws of the State of Florida (the "District"), and Zions Bank, a division of ZB, National Association, a national banking association organized and existing under and by virtue of the laws of the United States, and being duly qualified to accept and administer the trusts created hereby, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, the District is a valid and legally existing dependent special district within the State of Florida created pursuant to Chapter 189, Florida Statutes, as amended and Chapter 15 of the Leon County Code of Ordinances (the "Code"); and

WHEREAS, the District is authorized under the constitution of the State of Florida and other applicable laws, Chapter 125, Florida Statutes, Section 163.08, Florida Statutes, as amended (the "PACE Act"), Chapter 189, Florida Statutes, as amended and the Code (collectively, the "Act"), to issue revenue bonds and other debt obligations to provide funds for financing the cost of "qualifying improvements" as defined in the PACE Act to generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property ("Qualifying Improvements"); and

WHEREAS, on November 19, 2013, the District adopted Resolution No. 2013-01-EID, as supplemented by Resolution No. 2015-01-EID adopted on November 17, 2015 (collectively, the "Master Bond Resolution") authorizing the issuance of its Leon County Energy Improvement District Revenue Bonds in various series in an aggregate principal amount not to exceed \$200,000,000 outstanding from time to time (the "Bonds"); and

WHEREAS, the Bonds are issued for the purpose of providing funds to finance the cost of Qualifying Improvements for use by property owners within the jurisdiction of the District (each a "Property Owner" and collectively the "Property Owners") desiring such improvements and who are willing to enter into an Agreement to Pay Assessments and Finance Qualifying Improvements (each a "Financing Agreement" and collectively the "Financing Agreements") with the District as provided for in the PACE Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties (each an "Assessment" and collectively the "Assessments"); and

WHEREAS, the Bonds have been validated by the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, by final order issued on March 10, 2014 and affirmed on October 1, 2015 after an appeal to the Supreme Court of Florida; and

WHEREAS, pursuant to the provisions of the Master Bond Resolution, on _____, 2016, the District adopted Resolution No. 2016-_____ (the "Supplemental Resolution") authorizing the specific terms of the first series of Bonds (the "Series 2016 Bonds") and authorizing the execution and delivery of this Indenture; and

WHEREAS, in the Supplemental Resolution, the District determined that the Series 2016 Bonds to be issued hereunder will not exceed an aggregate principal amount of \$100,000,000; and

WHEREAS, pursuant to the Supplemental Resolution, the District determined that the Series 2016 Bonds shall be issued as [11] separate draw-down Bonds in an aggregate principal amount not exceeding \$100,000,000 outstanding from time to time, and allowing for the repayments of amounts drawn down and the reborrowing of such repaid amounts, as follows:

- (a) a Series 2016A Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 20-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016A Sub-Series Bonds (the "**Series 2016A Drawdown Bond**");
- (b) a Series 2016B Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 10-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016B Sub-Series Bonds (the "**Series 2016B Drawdown Bond**");
- (c) a Series 2016C Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016C Sub-Series Bonds (the "**Series 2016C Drawdown Bond**");
- (d) a Series 2016D Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 20-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016D Sub-Series Bonds (the "**Series 2016D Drawdown Bond**");
- (e) a Series 2016E Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 10-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016E Sub-Series Bonds (the "**Series 2016E Drawdown Bond**");

- (f) a Series 2016F Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016F Sub-Series Bonds (the “**Series 2016F Drawdown Bond**”);
- (g) a Series 2016G Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016G Sub-Series Bonds (the “**Series 2016G Drawdown Bond**”);
- (h) a Series 2016H Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016H Sub-Series Bonds (the “**Series 2016H Drawdown Bond**”);
- (i) a Series 2016I Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016I Sub-Series Bonds (the “**Series 2016I Drawdown Bond**”);
- (j) a Series 2016J Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016J Sub-Series Bonds (the “**Series 2016J Drawdown Bond**”); and
- (k) a Series 2016K Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a 5-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016K Sub-Series Bonds (the “**Series 2016K Drawdown Bond**”) and, together with the Series 2016A Drawdown Bond, the Series 2016B Drawdown Bond, the Series 2016C Drawdown Bond, the Series 2016D Drawdown Bond, the Series 2016E Drawdown Bond, the Series 2016F Drawdown Bond, the Series 2016G Drawdown Bond, the Series 2016H Drawdown Bond, the Series 2016I Drawdown Bond, the Series 2016J Drawdown Bond and the Series 2016K Drawdown Bond, the “**Drawdown Bonds**”); and

WHEREAS, pursuant to the Supplemental Resolution, the District determined that, in order to provide flexibility for different structures that will more closely reflect market conditions and marketplace acceptance of the Bonds in the future, additional series of Bonds

are contemplated to be issued under one or more separate trust indentures setting forth the particular terms of such additional series; and

WHEREAS, Ygrene Energy Fund Inc. (together with any successor thereto or replacement thereof appointed by the District under the Purchase Agreement, hereinafter referred to as the "Purchaser") will purchase the Drawdown Bonds and pay the purchase price of the Drawdown Bonds by making Advances (as defined herein) pursuant to and in accordance with this Indenture and the Bond Purchase and Draw-Down Agreement (the "Purchase Agreement") among the District, the Trustee, the Program Administrator, the Purchaser and the Escrow Agent; and

WHEREAS, each Advance under each Drawdown Bond will be considered a sub-series of such Drawdown Bond, will be registered by the Trustee with a separate sub-series number, will be secured solely by the Matching Collateral (hereinafter defined), will not be cross-collateralized or cross-defaulted with any other sub-series bond, and will be designated as follows:

- (a) Each Advance under the Series 2016A Drawdown Bond will be designated as a Series 2016A Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016A Sub-Series Bonds**");
- (b) Each Advance under the Series 2016B Drawdown Bond will be designated as a Series 2016B Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016B Sub-Series Bonds**");
- (c) Each Advance under the Series 2016C Drawdown Bond will be designated as a Series 2016C Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016C Sub-Series Bonds**");
- (d) Each Advance under the Series 2016D Drawdown Bond will be designated as a Series 2016D Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016D Sub-Series Bonds**");
- (e) Each Advance under the Series 2016E Drawdown Bond will be designated as a Series 2016E Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016E Sub-Series Bonds**");
- (f) Each Advance under the Series 2016F Drawdown Bond will be designated as a Series 2016F Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016F Sub-Series Bonds**");
- (g) Each Advance under the Series 2016G Drawdown Bond will be designated as a Series 2016G Sub-Series Bond (all such Advances are collectively referred to as the "**Series 2016G Sub-Series Bonds**");

- (h) Each Advance under the Series 2016H Drawdown Bond will be designated as a Series 2016H Sub-Series Bond (all such Advances are collectively referred to as the “**Series 2016H Sub-Series Bonds**”);
- (i) Each Advance under the Series 2016I Drawdown Bond will be designated as a Series 2016I Sub-Series Bond (all such Advances are collectively referred to as the “**Series 2016I Sub-Series Bonds**”);
- (j) Each Advance under the Series 2016J Drawdown Bond will be designated as a Series 2016J Sub-Series Bond (all such Advances are collectively referred to as the “**Series 2016J Sub-Series Bonds**”); and
- (k) Each Advance under the Series 2016K Drawdown Bond will be designated as a Series 2016K Sub-Series Bond (all such Advances are collectively referred to as the “**Series 2016K Sub-Series Bonds**” and, together with the Series 2016A Sub-Series Bonds, the Series 2016B Sub-Series Bonds, the Series 2016C Sub-Series Bonds, the Series 2016D Sub-Series Bonds, the Series 2016E Sub-Series Bonds, the Series 2016F Sub-Series Bonds, the Series 2016G Sub-Series Bonds, the Series 2016H Sub-Series Bonds, the Series 2016I Sub-Series Bonds, and the Series 2016J Sub-Series Bonds, the “**Sub-Series Bonds**”); and

WHEREAS, the Purchaser shall have the right to transfer and sell any Sub-Series Bond or Bonds to another investor, so long as the aggregate principal amount of the Sub-Series Bond or Bonds transferred and sold to any such investor equals or exceeds the Minimum Transfer Amount (as hereinafter defined) and all other conditions contained herein for the transfer of Series 2016 Bonds are met; and

WHEREAS, each Owner of a Sub-Series Bond shall have the right to transfer and sell any Sub-Series Bond or Bonds owned by it to another investor, so long as the aggregate principal amount of the Sub-Series Bond or Bonds transferred and sold to any such investor equals or exceeds the Minimum Transfer Amount (as hereinafter defined) and all other conditions contained herein for the transfer of Series 2016 Bonds are met; and

WHEREAS, the District has agreed to (i) make payments sufficient to pay the principal of and interest on the Series 2016 Bonds when due (whether at maturity, by redemption, acceleration or otherwise), but solely from the sources set forth herein and (ii) observe the other covenants and agreements and make the other payments set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

GRANTING CLAUSES

The District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2016 Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on the Series 2016 Bonds according to their tenor and effect, and to secure the performance and observance by the District of all the covenants, agreements and conditions herein and in the Series 2016 Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a), (b) and (c) below, to wit (the "Transferred Property"):

- (a) All right, title and interest of the District in and to the Pledged Revenues (as defined below); and
- (b) The Funds and Accounts (including all accounts and subaccounts therein) established under this Indenture, and all moneys on deposit therein;
- (c) Any and all property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder to the Trustee, which the Trustee is hereby authorized to receive at any and all times and to hold and apply the same subject to the terms of this Indenture; and
- (d) All proceeds of the foregoing;

provided however, that each Sub-Series Bond shall be secured only by the Matching Collateral for such Sub-Series Bond and shall have no lien on or right to any other collateral held by the Trustee hereunder;

TO HAVE AND TO HOLD, all and singular, the above-described property, with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the benefit, security and protection of all present and future Owners of the Series 2016 Bonds Outstanding; provided however, that each Sub-Series Bond shall be secured only by the Matching Collateral for such Sub-Series Bond and shall have no lien on or right to any other

collateral held by the Trustee hereunder under any circumstances, including any Event of Default under Section 6.02;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the District or its successors or assigns shall well and truly pay or cause to be paid the principal of such Series 2016 Bonds with interest, according to the provisions set forth in the Series 2016 Bonds, or shall provide for the payment or redemption of such Series 2016 Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions of Article IX (it being understood that any payment with respect to the principal of or interest on Series 2016 Bonds made by the District shall not be deemed payment or provision for the payment of the principal of or interest on Series 2016 Bonds, except Series 2016 Bonds purchased and canceled by the Trustee, all such uncanceled Series 2016 Bonds to remain Outstanding and the principal of and interest thereon payable to the Owners thereof), and shall also pay or cause to be paid all other sums payable hereunder by the District, then these presents and the rights hereby granted shall cease, terminate and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the District and upon the payment by the District of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the District such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the District all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Transferred Property is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the District does hereby agree and covenant with the Trustee, for the benefit of the respective Owners from time to time of the Series 2016 Bonds as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. The following capitalized terms, as used in this Indenture, shall have the meanings specified below unless the context otherwise shall require. All other capitalized terms which are defined in the Purchase Agreement, and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

“Accounts” means any accounts established hereunder.

“Act” has the meaning set forth for that term in the Recitals above.

“Addendum” has the meaning set forth in Section 5.01(c) of the Purchase Agreement.

“Advance” means each payment by the Purchaser of a portion of the purchase price of a Drawdown Bond in accordance with the terms of the Purchase Agreement.

“Advanced” means that an Advance has been made.

“Advances” means more than one Advance.

“Affiliates” or **“Affiliate”** means, if with respect to an entity, (i) any manager, member, officer or director thereof and any Person who or which is, directly or indirectly, the beneficial owner of more than 10% of any class of shares or other equity security, or (ii) any Person which, directly or indirectly, controls or is controlled by or is under common control with such entity. Control (including the correlative meanings of “controlled by” and “under common control with”) means effective power, directly or indirectly, to direct or cause the direction of the management and policies of such Person. With respect to a partnership or venture, “Affiliate” shall include, without limitation, any (i) general partner, (ii) general partner of a general partner, or (iii) partnership with a common general partner, and if any general partner is a corporation, any Person which is an “Affiliate” (as defined above) of such corporation. With respect to a limited liability company, “Affiliate” shall include, without limitation, any member.

“Assessment Identification Instructions” has the meaning set forth in Section 2.03 hereof.

“Assessment Liens” shall mean liens imposed by the Assessments levied upon the properties which are subject to the Financing Agreements, which liens shall be of equal dignity as the lien for general county taxes and assessments.

“Assessment(s)” has the meaning set forth for that term in the Recitals above.

“Authorized Representative” means, (i) with respect to the District, any person or persons designated to act on behalf of the District by a certificate filed with the Trustee and the Program Administrator containing the specimen signatures of such person or persons and signed on behalf of the District by its Chairman or Vice Chairman; (ii) with respect to the Program Administrator, any person or persons designated to act on behalf of the Program Administrator by a certificate filed with the District and the Trustee, containing the specimen signatures of such person or persons and signed on behalf of the Program Administrator by its President, Vice President or Secretary; and (iii) with respect to the Purchaser, any person or persons designated to act on behalf of the Purchaser by a certificate filed with the District and the Trustee, containing the specimen signatures of such person or persons and signed on behalf of the Purchaser by its President, Vice President or Secretary. Each such certificate may

designate an alternate or alternates, each of whom shall be entitled to perform all duties and exercise all powers of an Authorized Representative.

“Bond” or **“Bonds”** has the meaning set forth for that term in the Recitals above.

“Bond Counsel” means Bryant Miller Olive P.A., or any other attorney or firm of attorneys of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of municipal obligations and who is designated by the District.

“Bond Documents” means, collectively, this Indenture, the Purchase Agreement, the Program Administration Agreement and the Financing Agreements, together with all other documents or instruments executed by the District which evidence, secure or pertain to the Series 2016 Bonds.

“Bond Obligations” means the obligations to pay the principal of and interest on all or any portion of the Series 2016 Bonds.

“Bond Payment Date” means each Interest Payment Date and each Principal Payment Date, and any other date on which principal or redemption price or interest shall be payable on any of the Series 2016 Bonds according to their respective terms.

“Business Day” means a day of the year which is not a Saturday or Sunday or any other day on which banks located in the city of New York, New York and banks located in the city in which the Principal Office of the Trustee is located are required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

“Closing Date” means, with respect to any Drawdown Bond, the date of issuance and initial funding of such Drawdown Bond. The Closing Date for a particular Drawdown Bond may be different from that of another Drawdown Bond.

“Collateral Information” has the meaning set forth in Section 3.05(d) hereof.

“Counsel” means an attorney or firm of attorneys acceptable to the Trustee and the Program Administrator, and may, but need not be, Bond Counsel, counsel to the District or counsel to the Program Administrator.

“District” has the meaning set forth for that term in the Recitals above.

“Drawdown Bonds” has the meaning set forth for that term in the Recitals above.

“Escrow Agent” means Cortland Capital Market Services LLC, as Escrow Agent under the Purchase Agreement, and any successor or replacement appointed by the District.

“Event of Default” means any of those events defined as Events of Default by Section 6.01 of this Indenture.

“Financing Agreement(s)” has the meaning set forth for that term in the Recitals above. In addition, upon execution of an Addendum, the term “Financing Agreement, as it relates to a specific property, shall mean collectively the original Financing Agreement for such property and the related Addendum.

“Funds” means the funds established pursuant to Section 5.01 hereof.

“Funding Notice and Requisition” means a Funding Notice and Requisition substantially in the form attached hereto as Exhibit C.

“Governmental Authority” means the United States, the State of Florida, Miami-Dade County and any political subdivision, agency, department, commission, board, bureau, authority or instrumentality of any of them, including any local authorities, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of government, which has jurisdiction over the Program.

“Government Obligations” means direct obligations of, or obligations guaranteed by, the United States of America.

“Identifying Number” has the meaning set forth for that term in Section 3.05(d) hereof.

“Indenture” has the meaning set forth for that term in the Recitals above.

“Interest Payment Date” means with respect to each Sub-Series Bond, each June 30, commencing on the June 30 following the first time the Assessment related to such Sub-Series Bond is placed on a property tax bill.

“Interest Rate” means, as to each Advance made hereunder, the rate determined as provided in Section 3.06(a) hereof.

“Interest Rate Index” means: With respect to each Sub-Series Bond, the LIBOR Swap Rate corresponding to the applicable maturity as set forth in Exhibit F plus the additional amount applicable to the respective Sub-Series Bond as set forth in Exhibit F (the “Sub-Series Spread”), determined as of the date of the Financing Agreement associated with such Sub-Series Bond; provided that such rate shall be adjusted as follows: if the Qualifying Improvement is not completed within the period of time for holding the interest rate as provided in the applicable Financing Agreement, the Interest Rate Index for such Sub-Series Bond shall be the applicable LIBOR Swap Rate plus the Sub-Series Spread, determined as of the date the Addendum to the Financing Agreement associated with such Sub-Series Bond is executed.

“Investment Securities” means any investment authorized by the laws of the State.

“Legal Requirements” means any legal requirements related to the Program, including any local, state or federal statute, law, ordinance, code, rule or regulation, now or hereinafter in effect (including environmental laws), or any order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any Governmental Authority.

“LIBOR Swap Rate” means the rate per annum equal to the LIBOR Swap Rate corresponding to the applicable maturity as set forth in Exhibit F, published in the Wall Street Journal, or such similar service or publication as determined by the Purchaser, that displays the applicable LIBOR Swap Rate, determined monthly on the first day of each month, based on the applicable closing LIBOR Swap Rate on the previous Business Day. The monthly rate shall remain fixed for the entire month, except that if the applicable LIBOR Swap Rate rises by 0.10% over such monthly rate, the monthly rate may be adjusted upward to the new applicable LIBOR Swap Rate on the day after it was exceeded by 0.10%. The adjusted monthly rate shall remain in effect through the remainder of that month unless the applicable LIBOR Swap Rate rises by 0.10% over such adjusted monthly rate, in which case the monthly rate may be adjusted upward again to the new applicable LIBOR Swap Rate on the day after it was exceeded by 0.10%, and so on. On the first day of the next month, the process repeats with the rate recalculated on the first day of that next month. If the applicable LIBOR Swap Rate is discontinued or otherwise no longer available, the rate used shall be the rate determined by the Purchaser to be the closest equivalent widely-used industry benchmark rate to the applicable LIBOR Swap Rate, determined monthly on the first day of each month and adjusted as above set forth.

“Master Bond Resolution” has the meaning set forth for that term in the Recitals above.

“Matching Collateral” has the meaning set forth in Section 3.08(a) hereof.

“Maturity Date” means (i) with respect to the Drawdown Bonds, fifty (50) years from the Closing Date and (ii) with respect to each Sub-Series Bond, the date established for such Sub-Series Bond pursuant to Section 3.06(a) hereof.

“Minimum Transfer Amount” means \$100,000.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District, with the consent of the Program Administrator.

“Notice Address” means the applicable address set forth in, or provided in accordance with, Section 10.08 hereof.

“Outstanding” means, when used with respect to the Series 2016 Bonds, as of any date, all Series 2016 Bonds theretofore authenticated and delivered under this Indenture except:

(a) any Series 2016 Bond or any Sub-Series Bond canceled or delivered to the registrar for cancellation on or before such date;

(b) any Series 2016 Bond or any Sub-Series Bond in lieu of or in exchange for which another Series 2016 Bond or any Sub-Series Bond shall have been authenticated and delivered pursuant to Article III of this Indenture;

(c) any Series 2016 Bond or any Sub-Series Bond deemed to have been paid as provided in Section 9.02 or Section 9.03 of this Indenture; and

(d) any undelivered Series 2016 Bond or Sub-Series Bond (except for purposes of receiving the purchase price thereof upon surrender in accordance with this Indenture).

“Owner” or **“Owners”** or **“Registered Owner”** or **“Registered Owners”** means the registered owner, or owners, of the Series 2016 Bonds, including any Sub-Series Bond.

“PACE Act” has the meaning set forth for that term in the Recitals above.

“Person” means any natural individual, corporation, partnership, trust, unincorporated association, business or other legal entity, and any government or governmental agency or political subdivision thereof.

“Pledged Revenues” means, with respect to each Sub-Series Bond, the proceeds of the Assessments deposited with the Trustee for credit to the Revenue Fund or any account therein, including the interest due thereon and any applicable penalties collected by or on behalf of the District (including interest, penalties and other amounts received from the sale of tax certificates or otherwise), and, with respect to each Drawdown Bond, the Pledged Revenues for all the Sub-Series Bonds issued thereunder.

“Principal Office” means, with respect to any party, the office designated as such in, or as designated by the respective party in writing pursuant to, this Indenture.

“Principal Payment Date” means with respect to each Sub-Series Bond, each June 30, commencing on the June 30 following the first time the Assessment related to such Sub-Series Bond is placed on a property tax bill.

“Program” means the energy and wind resistance improvement finance program to be administered by the District, pursuant to which proceeds from the sale of the Series 2016 Bonds are made available to Property Owners in order to finance Qualifying Improvements in accordance with the PACE Act.

"Property Owner(s)" has the meaning set forth for that term in the Recitals above.

"Program Administration Agreement" means the Third Party Administration Agreement, dated as of _____, 2014, initially between the Leon County Energy Improvement District and the Program Administrator, as the same may be amended from time to time.

"Program Administrator" means Ygrene Energy Fund Florida, LLC, as Program Administrator under the Program Administration Agreement, and any successor or replacement appointed by the District under the Program Administration Agreement.

"Purchase Agreement" has the meaning set forth for that term in the Recitals above.

"Purchaser" has the meaning set forth for that term in the Recitals above.

"Qualifying Improvements" has the meaning set forth for that term in the Recitals above.

"Record Date" means, with respect to each Bond Payment Date, the close of business on the day preceding such Bond Payment Date, whether or not such day is a Business Day.

"Revenue Fund" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"S&P" means Standard & Poor's Global Inc. and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the District, with the consent of the District and the Program Administrator.

"Schedule of Drawings" has the meaning set forth for that term in Section 3.05(h) hereof.

"Series 2016 Bond" or **"Series 2016 Bonds"** has the meaning set forth for that term in the Recitals above. For purposes of clarification and for the avoidance of doubt, the Series 2016 Bonds consist of the Drawdown Bonds including all of the Sub-Series Bonds.

"Series 2016A Drawdown Bond" has the meaning set forth for that term in the Recitals above.

"Series 2016A Sub-Series Bonds" has the meaning set forth for that term in the Recitals above.

"Series 2016B Drawdown Bond" has the meaning set forth for that term in the Recitals above.

“Series 2016B Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016C Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016C Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016D Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016D Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016E Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016E Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016F Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016F Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016G Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016G Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016H Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016H Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“Series 2016I Drawdown Bond” has the meaning set forth for that term in the Recitals above.

“Series 2016I Sub-Series Bonds” has the meaning set forth for that term in the Recitals above.

“**Series 2016J Drawdown Bond**” has the meaning set forth for that term in the Recitals above.

“**Series 2016J Sub-Series Bonds**” has the meaning set forth for that term in the Recitals above.

“**Series 2016K Drawdown Bond**” has the meaning set forth for that term in the Recitals above.

“**Series 2016K Sub-Series Bonds**” has the meaning set forth for that term in the Recitals above.

“**Sub-Series Bonds**” has the meaning set forth for that term in the Recitals above.

“**Supplemental Resolution**” has the meaning set forth for that term in the Recitals above.

“**State**” means the State of Florida.

“**Supplemental Indenture**” means any indenture hereafter duly authorized and entered into between the District and the Trustee in accordance with Article VIII hereof, amending, modifying or supplementing this Indenture.

“**Transferred Property**” has the meaning set forth for that term in the Recitals above

“**Trustee**” has the meaning set forth for that term in the Recitals above, and includes any successor trustee appointed pursuant to Section 7.08.

“**Trustee Fees**” means the fees of the Trustee described in a separate agreement between the Trustee and the Program Administrator pursuant to which the Program Administrator agrees to pay the fees and expenses of the Trustee.

“**Trustee Expenses**” means the reasonable fees and expenses of the Trustee for necessary extraordinary services rendered by it under this Indenture as and when the same become due, including reasonable counsel fees.

Section 1.02 Construction. In this Indenture, unless the context otherwise requires:

Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Indenture.

The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Indenture, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Indenture.

Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

Words importing the redemption of a Series 2016 Bond or the calling of a Series 2016 Bond for redemption do not include or connote the payment of such Series 2016 Bonds at its stated maturity or the purchase of such Series 2016 Bonds.

References in this Indenture to particular sections of the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignation for codification purposes.

The terms "receipt", "received", "recovery", "recovered" and any similar terms, when used in this Indenture with respect to moneys or payments due the District, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the District, the Owners of the Series 2016 Bonds or the Trustee on its behalf.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF THE DISTRICT

Section 2.01 Representations by the District. The District represents and warrants to the Trustee and the Owners of the Series 2016 Bonds that:

- (a) The District is a dependent special district pursuant to the laws of the State.
- (b) The District has power and lawful authority to adopt the Master Bond Resolution and the Supplemental Resolution, to undertake the Program, to execute and deliver the Bond Documents to which it is a party, to issue the Series 2016 Bonds and receive the proceeds of the Series 2016 Bonds, to apply the proceeds of the Series 2016 Bonds as set forth herein, to pledge the Pledged Revenues to the Trustee, and to perform and observe the provisions of the Bond Documents to which it is a party and the Series 2016 Bonds on its part to be performed and observed.
- (c) The District has duly authorized the execution and delivery of each of the Bond Documents to which it is a party, the issuance, execution, sale and delivery of the Series 2016 Bonds, and the performance of the obligations of the District thereunder.
- (d) The District is not in violation of any Legal Requirements which would affect its existence or its ability to issue, execute, sell or deliver the Series 2016 Bonds, to enter into any of the Bond Documents or to perform any of its obligations thereunder.
- (e) Each Financing Agreement, when entered into, will be a valid and binding agreement of the District. Each Assessment will be secured by a lien on the respective property of equal priority and dignity with ad valorem taxes.

Section 2.02 Covenants of the District. The District hereby agrees with the Trustee and the Owners from time to time of the Series 2016 Bonds that, so long as the Series 2016 Bonds remain unpaid:

(a) The District will pay or cause to be paid the principal of and the interest on the Series 2016 Bonds as the same become due, whether at maturity or upon redemption, acceleration, purchase or otherwise, but solely to the extent provided in Section 10.02 hereof.

(b) The District will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Owners of the Series 2016 Bonds and/or the Trustee such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Owners or the Trustee, and grant a security interest unto the Owners and/or the Trustee in and to the Transferred Property and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Bond Documents to which it is a party and the Series 2016 Bonds.

(c) The District agrees to the payment, solely from the sources specified herein and in the Purchase Agreement, including the Transferred Property upon the exercise of remedies as described in Section 6.05 hereof, of the Trustee Fees and Trustee Expenses to the Trustee. The Purchaser shall be responsible for paying any printing costs of the Series 2016 Bonds, including any certificates required to be prepared for use in connection with any exchanges of Series 2016 Bonds, for the cost of which the District shall not be liable. The District also agrees to the payment, solely from the sources specified herein and in the Purchase Agreement, to the Program Administrator, of the Program Administrator Fees (as defined or set forth in the Purchase Agreement).

(d) The District agrees to the payment, solely from the sources specified herein and in the Purchase Agreement, including the Transferred Property upon the exercise of remedies as described in Section 6.05 hereof, as and when the same become due, to the Trustee, of any extraordinary expenses, including, without limitation, any costs of litigation, which may be incurred by the Trustee in connection with this Indenture, including the reasonable, actually incurred costs and fees of any attorneys or other experts retained by the Trustee in connection therewith.

(e) Subject to Section 10.02 hereof, the obligations of the District to make any payments required by the terms of this Indenture and the other Bond Documents, including, without limitation, the payments required in this Section 2.02, and to perform and observe the other agreements on its part contained herein and in the other Bond Documents shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise, until such time as the principal of and interest on the Series 2016 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture. The District (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments

provided for herein or in the other Bond Documents, (ii) will perform and observe all of its other agreements contained herein and the other Bond Documents and (iii) will not suspend the performance of its obligations hereunder and under the other Bond Documents for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any change in the laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, or any failure of the District to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Indenture or the other Bond Documents. The District may, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure or protect its rights hereunder.

Section 2.03 Deposits to Revenue Fund. The District will (i) instruct the Tax Collector to have all Pledged Revenues sent directly to the Trustee as received and (ii) not change such instruction without the consent of all Owners. The Trustee shall notify the Program Administrator each time it receives Pledged Revenues, and the Program Administrator shall promptly send to the Trustee written instructions identifying (i) the amount associated with each property and (ii) the corresponding Sub-Series Bond (the "Assessment Identification Instructions"). In the event that the Tax Collector inadvertently sends Pledged Revenues to the District or the Program Administrator, the District or the Program Administrator, as applicable, shall remit to the Trustee, immediately upon receipt, for deposit into the Revenue Fund, all Pledged Revenues received by it, accompanied by Assessment Identification Instructions. The Trustee shall pay the amounts indicated in the Assessment Identification Instructions to the Owners of the corresponding Sub-Series Bonds on each Bond Payment Date. The Trustee shall have no responsibility to determine whether the information contained in the Assessment Identification Instructions is accurate and shall have no liability with respect thereto.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Authorization of Series 2016 Bonds. There is hereby authorized, established and created eleven (11) series of Bonds of the District, to be known and designated as the Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016A, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016B, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016C, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016D, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016E, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016F, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016G, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016H, Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016I, Leon County Energy

Improvement District Taxable Revenue Bonds, Series 2016J, and Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016K.

No additional Bonds shall be authorized or issued under this Indenture. Each Drawdown Bond shall be issued for the purposes set forth herein by making an Advance thereunder of at least \$50,000. Each Drawdown Bond may be issued on the same day or on separate days.

Section 3.02 Conditions Precedent to Authentication and Delivery of each Series of the Series 2016 Bonds. Prior to the initial authentication and delivery of each Drawdown Bond, the Trustee shall have received each of the following:

- (a) executed original counterparts of this Indenture and the Purchase Agreement;
- (b) certified copies of the Master Bond Resolution and the Supplemental Resolution;
- (c) evidence of the payment of the initial purchase price of the Drawdown Bond as provided for in Sections 3.01 and 3.05(d) of this Indenture;
- (d) an opinion of Bond Counsel substantially to the effect that the Drawdown Bond constitutes the legal, valid and binding obligation of the District; and
- (e) an original investor letter executed by the initial purchaser(s) of the Drawdown Bond, in substantially the form set forth in Exhibit D hereto.

Section 3.03 Registered Bonds. The Series 2016 Bonds shall be in fully registered form and shall be payable in accordance with the provisions hereof and of the Series 2016 Bonds to the Owner thereof as shown on the records maintained by the Trustee.

Section 3.04 Loss, Theft, Destruction or Mutilation of Series 2016 Bonds. In the event a Series 2016 Bond is mutilated, lost, stolen or destroyed, the District may execute and the Trustee may authenticate and deliver a new Series 2016 Bond bearing a notation indicating the principal amount outstanding, in exchange for the mutilated Series 2016 Bond, or in substitution for a Series 2016 Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the District and the Trustee (i) such security or indemnity as may be required by them to save them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of a Series 2016 Bond and of the ownership thereof. Upon the issuance of a Series 2016 Bond upon such exchange or substitution, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the District and the Trustee. In case a Series 2016 Bond shall become mutilated or be destroyed, lost or stolen, the Trustee may, instead of authenticating a Series 2016 Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Series 2016 Bond) if the applicant for such payment shall furnish to the District and the Trustee such security or indemnity as they may require to save them harmless and evidence satisfactory to

them of the mutilation, destruction, loss or theft of the Series 2016 Bond and of the ownership thereof.

Section 3.05 Terms of Series 2016 Bonds - General.

(a) Registration; Denomination. The Series 2016 Bonds shall be issuable initially as Series 2016A Drawdown Bonds in an aggregate principal amount not exceeding \$_____ outstanding from time to time, payable to the Purchaser, as follows:

(i) a Series 2016A Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016A Sub-Series Bonds;

(ii) a Series 2016B Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016B Sub-Series Bonds;

(iii) a Series 2016C Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016C Sub-Series Bonds;

(iv) a Series 2016D Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016D Sub-Series Bonds;

(v) a Series 2016E Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016E Sub-Series Bonds;

(vi) a Series 2016F Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016F Sub-Series Bonds;

(vii) a Series 2016G Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016G Sub-Series Bonds;

(viii) a Series 2016H Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016H Sub-Series Bonds;

(ix) a Series 2016I Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016I Sub-Series Bonds;

(x) a Series 2016J Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016J Sub-Series Bonds;

(xi) a Series 2016K Drawdown Bond, which shall initially be issued in an aggregate principal amount not exceeding \$_____, and which shall be drawn in connection with Financing Agreements having a [__]-year Assessment term and bearing interest at the Interest Rate Index applicable to the Series 2016K Sub-Series Bonds;

however, the principal amount due on each Drawdown Bond shall be only such amount as has been drawn down by the District on such Drawdown Bond, which, except as otherwise provided in paragraph (e) of this Section, shall not exceed the above amounts at any one time outstanding.

(b) Numbering.

(i) The Series 2016A Drawdown Bond shall be numbered RA-1. Each Advance made under the Series 2016A Drawdown Bond will be considered a Series 2016A Sub-Series Bond and will be numbered consecutively from SUBRA-1 upward, followed by the Identifying Number (e.g. SUBRA-1-[insert Identifying Number]).

(ii) The Series 2016B Drawdown Bond shall be numbered RB-1. Each Advance made under the Series 2016B Drawdown Bond will be considered a Series 2016B Sub-Series Bond and will be numbered consecutively from SUBRB-1 upward, followed by the Identifying Number (e.g. SUBRB-1-[insert Identifying Number]).

(iii) The Series 2016C Drawdown Bond shall be numbered RC-1. Each Advance made under the Series 2016C Drawdown Bond will be considered a Series 2016C Sub-Series Bond and will be numbered consecutively from SUBRC-1 upward, followed by the Identifying Number (e.g. SUBRC-1-[insert Identifying Number]).

(iv) The Series 2016D Drawdown Bond shall be numbered RD-1. Each Advance made under the Series 2016D Drawdown Bond will be considered a Series 2016D

Sub-Series Bond and will be numbered consecutively from SUBRD-1 upward, followed by the Identifying Number (e.g. SUBRD-1-[insert Identifying Number]).

(v) The Series 2016E Drawdown Bond shall be numbered RE-1. Each Advance made under the Series 2016E Drawdown Bond will be considered a Series 2016E Sub-Series Bond and will be numbered consecutively from SUBRE-1 upward, followed by the Identifying Number (e.g. SUBRE-1-[insert Identifying Number]).

(vi) The Series 2016F Drawdown Bond shall be numbered RF-1. Each Advance made under the Series 2016F Drawdown Bond will be considered a Series 2016F Sub-Series Bond and will be numbered consecutively from SUBRF-1 upward, followed by the Identifying Number (e.g. SUBRF-1-[insert Identifying Number]).

(vii) The Series 2016G Drawdown Bond shall be numbered RG-1. Each Advance made under the Series 2016G Drawdown Bond will be considered a Series 2016G Sub-Series Bond and will be numbered consecutively from SUBRG-1 upward, followed by the Identifying Number (e.g. SUBRG-1-[insert Identifying Number]).

(viii) The Series 2016H Drawdown Bond shall be numbered RH-1. Each Advance made under the Series 2016H Drawdown Bond will be considered a Series 2016H Sub-Series Bond and will be numbered consecutively from SUBRH-1 upward, followed by the Identifying Number (e.g. SUBRH-1-[insert Identifying Number]).

(ix) The Series 2016I Drawdown Bond shall be numbered RI-1. Each Advance made under the Series 2016I Drawdown Bond will be considered a Series 2016I Sub-Series Bond and will be numbered consecutively from SUBRI-1 upward, followed by the Identifying Number (e.g. SUBRI-1-[insert Identifying Number]).

(x) The Series 2016J Drawdown Bond shall be numbered RJ-1. Each Advance made under the Series 2016J Drawdown Bond will be considered a Series 2016J Sub-Series Bond and will be numbered consecutively from SUBRJ-1 upward, followed by the Identifying Number (e.g. SUBRJ-1-[insert Identifying Number]).

(xi) The Series 2016K Drawdown Bond shall be numbered RK-1. Each Advance made under the Series 2016K Drawdown Bond will be considered a Series 2016K Sub-Series Bond and will be numbered consecutively from SUBRK-1 upward, followed by the Identifying Number (e.g. SUBRK-1-[insert Identifying Number]).

(c) Forms of Series 2016 Bonds. The Drawdown Bonds shall be substantially in the forms of Exhibit A hereto, with such amendments and changes as the officers executing the same shall deem appropriate. The Sub-Series Bonds shall be substantially in the forms of Exhibits B hereto, with such amendments and changes as the officers executing the same shall deem appropriate.

(d) Advances Under Each Drawdown Bond. The Purchaser shall fund the purchase price of each Drawdown Bond by making Advances thereunder.

(i) The Closing Date for each Drawdown Bond of each Series shall be designated to the District by the Program Administrator when it has issued \$50,000 in Qualifying Improvements to be financed by such Series of Drawdown Bond (which may consist of one or more Advances to evidence each property receiving funding) will be made by the Purchaser and received by the Escrow Agent on such Closing Date [and for which the improvements have been completed as of such Closing Date.

(iii) The Purchaser shall provide notice to the Program Administrator, the Escrow Agent and the Trustee at least two (2) Business Days prior to the date when such funds will be Advanced in the form of a Funding Notice and Requisition (defined below). A Funding Notice and Requisition may be submitted with respect to more than one property that is to receive financing; provided that a separate Funding Notice and Requisition must be provided for drawings under different Drawdown Bonds. Advances under each Drawdown Bond shall be made no more frequently than once a week. Each Funding Notice and Requisition shall be substantially in the form of Exhibit C hereto (the "Funding Notice and Requisition"), and shall contain, with respect to each property to receive funding thereunder (1) the date of the Advance, (2) the amount of the Advance, (3) the Identifying Number of the Financing Agreement associated with the Advance (the "Identifying Number"), (4) the Interest Rate and Maturity Date applicable to the Advance and the corresponding Sub-Series Bond, (5) the year in which the first Bond Payment Date occurs and (6) the name of the Registered Owner of the Sub-Series Bond (collectively, the "Collateral Information"), as well as the schedule and direction to the Escrow Agent of payments to be made to the appropriate parties. Upon receipt by the Escrow Agent of an Advance in accordance with the terms of this Section 3.05(d):

(1) the Escrow Agent shall notify the Trustee in writing (which may be by email) that it has received the funds;

(2) the Trustee shall thereafter issue, authenticate and register one or more Sub-Series Bonds corresponding to such Advance, in accordance with the information contained in the corresponding Funding Notice and Requisition;

(3) the Trustee shall assign a SUBR_--_ number to each Sub-Series Bond, issue, authenticate and register each Sub-Series Bond, and notify the Purchaser and the Program Administrator in writing (which may be by email) that each Sub-Series Bond has being issued;

(4) the Trustee shall note on the applicable Drawdown Bond that an additional principal amount of the Drawdown Bond, equal to the amount of the Advance (and the principal amount of the corresponding Sub-Series Bond), has been purchased; and

(4) the Escrow Agent shall disburse the Advance to or upon the order of the Purchaser (or, at the direction of the Purchaser, to such contractors or subcontractors as specified in writing to the Escrow Agent by the Purchaser in the Funding Notice and Requisition).

(e) Reborrowing. The District may make drawdowns on a Drawdown Bond, redeem all or a portion of such Drawdown Bond through the redemption of one or more Sub-Series Bonds issued under such Drawdown Bond in accordance with Sections 4.01 and 4.02 hereof, and reborrow such redeemed amounts by making additional drawdowns thereunder, so long as the aggregate principal amount outstanding at any one time does not exceed the applicable amount set forth in paragraph (a) (or such greater amount as provided in paragraph (f) below) and any Series 2016 Sub-Series Bond matures on or prior to _____.

(f) Reallocation of Funds to Different Bonds. The District may, in its sole discretion, upon the recommendation of the Program Administrator, determine to cease making drawdowns under any Drawdown Bond, or reduce the not-to-exceed drawdown amount, and reallocate any remaining amount that would otherwise be available for drawing thereunder to a different Drawdown Bond issued hereunder, or to any series of Bonds issued or to be issued under a separate trust indenture pursuant to the Master Bond Resolution. In the event of such determination, the District shall notify the Trustee, the Purchaser and the Program Administrator in writing that (i) no further drawings under the applicable Drawdown Bond will be permitted or that the not-to-exceed drawdown amount under the applicable Drawdown Bond has been reduced and (ii) the amount that would otherwise be available for drawing under such Drawdown Bond has been reallocated to one or both of the other Drawdown Bonds issued hereunder, or to any series of Bonds issued or to be issued under a separate trust indenture pursuant to the Master Bond Resolution, and the amount(s) so reallocated. Upon receipt of such notice, the Trustee shall note on the applicable Drawdown Bond(s) to which amounts have been reallocated that the not-to-exceed principal amount available to be drawn thereunder has been increased and decreased respectively.

(g) Record of Advances, Drawdowns and Prepayments. The Program Administrator shall provide to the Trustee the Collateral Information, as well as all information required under Sections 4.01 and 4.02 upon redemption of any Sub-Series Bond, and on the basis of such information the Trustee shall maintain, or cause to be maintained, complete and accurate records regarding:

(i) the Collateral Information and the SUBR_ -__ number of the related Sub-Series Bond, and the amount and the corresponding increase in the Outstanding principal amount of the Drawdown Bond that has been purchased; and

(ii) the redemption of all or any portion of each Sub-Series Bond, the date of such redemption and the corresponding decrease in the Outstanding principal amount of the Drawdown Bond that has been redeemed.

The Trustee shall provide copies of such records to the District, the Purchaser and the Program Administrator upon their written request.

(h) Notations on Drawdown Bonds. The Trustee shall hold in its custody, and maintain for the sole benefit of the Purchaser, the Drawdown Bonds. Amounts Advanced by the Purchaser in accordance with the provisions of Section 3.05(d) shall be noted on Schedule A attached to the Drawdown Bond (the "Schedule of Drawings"). Upon transfer by the Purchaser of any Sub-Series Bond in accordance with Section 3.10, the Trustee shall note such transfer on Schedule B attached to the Drawdown Bond. Notwithstanding the foregoing, the Trustee may maintain such logs of Advances and transfers through its bond recordkeeping system rather than by making physical notations on the Drawdown Bonds.

(i) Limitation of Liability. Neither the Trustee nor the District shall be responsible for the application by the Program Administrator or the Escrow Agent of monies disbursed to, or at the direction of, the Program Administrator, in accordance with Section 3.05(d).

(j) Dates and Maturity. Each Drawdown Bond shall be dated the Closing Date and shall mature on the Maturity Date for such Drawdown Bond. Each Sub-Series Bond shall be dated its date of issuance and shall mature on the Maturity Date established for such Sub-Series Bond as provided in Section 3.06(a) hereof, unless sooner redeemed or accelerated, but not later than the Maturity Date for the Drawdown Bond. Each Sub-Series Bond shall bear interest from its date of issuance until paid in full, payable for the periods, in the amounts, and at the rates, as provided in Section 3.06 hereof. Interest on each Drawdown Bond shall accrue only on such principal amount as has been actually drawn by the District and Outstanding, as noted on the Schedule of Drawings maintained by the Trustee, but failure to so note shall not nullify the effectiveness of any Advances made.

(k) Payment. The principal of and interest on the Series 2016 Bonds shall be payable in lawful money of the United States of America by check or draft of the Trustee. Payments of principal and interest shall be mailed by first-class mail to the Owners of the Series 2016 Bonds at their addresses appearing on the records of the Trustee; provided, however, that the payment to any Owner of the Series 2016 Bonds shall, upon written request of such Owner, be transmitted by the Trustee by wire transfer to an account within the United States or other means requested in writing by the Owner.

Section 3.06 Interest on the Series 2016 Bonds.

(a) General. The Series 2016 Bonds shall bear interest on the outstanding principal amount, from time to time, at the Interest Rate determined and payable in the following manner.

(i) The Sub-Series Bonds corresponding to each Advance shall have their own Interest Rates and Maturity Dates associated with them. On each date that an Advance is made hereunder, the Interest Rates on the amount Advanced (i.e., the interest rate on the Sub-Series Bonds) shall be established in accordance with the

applicable Interest Rate Index, computed on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed, and shall be determined by the Purchaser. The Purchaser shall provide to the Trustee and the Program Administrator the Interest Rates and Maturity Dates applicable to the Sub-Series Bonds corresponding to each Advance in the Funding Notice and Requisition. Absent manifest error, the determination of the Interest Rates by the Purchaser shall be conclusive and binding upon the Owners, the Program Administrator, the District and the Trustee. The Interest Rates established for the Sub-Series Bonds corresponding to each Advance shall be fixed for the entire term that the Financing Agreements associated with the Advance is in effect.

(ii) The amount of interest payable on each Interest Payment Date shall be the amount of interest accrued on the outstanding balance of the aggregate Advances made, as provided in the last sentence of this paragraph. The Program Administrator shall calculate the amount of interest due on each Interest Payment Date (subtracting therefrom the amount of capitalized interest paid by the respective property owners on the date of project funding) and shall provide written notice of such amount, together with a breakdown of the amount applicable to each Sub-Series Bond, to the Trustee at least five (5) Business Days prior to such Interest Payment Date. The amount of interest payable on each Sub-Series Bond on each Interest Payment Date will be as follows: (A) on the first Interest Payment Date, the amount due from the date of the Advance for such Sub-Series Bond through December 31 of the year of the first Interest Payment Date for such Sub-Series Bond (less the amount of any capitalized interest paid to the Owner of such Sub-Series Bonds); and (B) on each Interest Payment Date thereafter, the amount of interest accrued on the outstanding balance of such Advance from January 1 of the year in which the Interest Payment Date occurs through December 31 of such year.

(b) Usury. The District intends to conform strictly to the usury laws applicable to this Indenture and the Series 2016 Bonds, and all agreements made in connection with the Indenture, the Series 2016 Bonds and the Bond Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Owners as interest or the amounts paid for the use of money Advanced or to be Advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of this Indenture, the Series 2016 Bonds or the other Bond Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Owners shall ever receive anything of value deemed as interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Owners, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the District. This

paragraph shall control every other provision of the Series 2016 Bonds, this Indenture and all other Bond Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the District intends and agrees that (i) interest shall be computed upon the assumption that payments under this Indenture and other Bond Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the respective Sub-Series 2016 Bonds.

Section 3.07 Payment of Principal on the Series 2016 Bonds. Principal of the Series 2016 Bonds shall be payable on each Principal Payment Date and upon redemption or acceleration thereof. The amount of principal payable on each Principal Payment Date shall be (i) the amount of principal scheduled to be collected by the District from all of the annual Assessment payments made from the preceding Principal Payment Date to, but not including, the Principal Payment Date on which principal is being paid and (ii) upon redemption of any of the Series 2016 Bonds, the principal amount being redeemed. The Program Administrator shall calculate the amount of principal due on each Principal Payment Date and shall provide written notice of such amount, together with a breakdown of the amount applicable to each Sub-Series Bond, to the Trustee at least five (5) Business Days prior to such Principal Payment Date.

Section 3.08 Security for Sub-Series Bonds.

(a) With respect to each Sub-Series Bond, the Pledged Revenues, the funds in any segregated account of the Revenue Fund established pursuant to Section 6.05 hereof, and the proceeds of the foregoing, are hereinafter collectively referred to as the "Matching Collateral" for such Sub-Series Bond. The Matching Collateral constitutes the security for such Sub-Series Bond.

(b) THE MATCHING COLLATERAL FOR ANY SUB-SERIES BOND WILL CONTINUE TO BE THE MATCHING COLLATERAL FOR SUCH SUB-SERIES BOND UPON ANY TRANSFER OR EXCHANGE OF SUCH SUB-SERIES BOND, AND SUCH SUB-SERIES BOND SHALL HAVE NO LIEN ON, AND NO RIGHT TO PAYMENT FROM, ANY OTHER COLLATERAL HELD HEREUNDER. NO PORTION OF THE MATCHING COLLATERAL FOR ANY SUB-SERIES BOND MAY BE TRANSFERRED TO ANY OTHER SUB-SERIES BOND.

Section 3.09 Execution and Authentication of Series 2016 Bonds.

(a) The Drawdown Bonds and the Sub-Series Bonds shall be executed on behalf of the District by the manual or facsimile signature of an Authorized Representative of the District, and, if such exists, its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of an Authorized Representative of the District.

(b) In case any officer of the District whose signature or facsimile signature shall appear on any Drawdown Bonds or Sub-Series Bond shall cease to be such officer before such Drawdown Bond or Sub-Series Bond so signed and sealed shall have been actually delivered, such Drawdown Bond or Sub-Series Bond may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed or sealed such Drawdown Bond or Sub-Series Bond had not ceased to hold such offices or be so employed. Any Drawdown Bond or Sub-Series Bond issued in exchange for, or in substitution of, any Drawdown Bond or Sub-Series Bond pursuant to Section 3.04 hereof may be signed and sealed on behalf of the District by such persons as, at the actual time of the execution of such substitute Drawdown Bond or Sub-Series Bond, shall be duly authorized or hold the proper office in or employment by the District, although at the date of such Drawdown Bond or Sub-Series Bond such persons may not have been so authorized nor have held such office or employment. The District may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the execution and delivery of this Indenture, notwithstanding that either or both shall have ceased to hold such office at the time any Drawdown Bond or Sub-Series Bond shall be actually issued, authenticated and delivered.

(c) No Series 2016 Bond that is issued as a certificated instrument shall be valid or obligatory for any purpose or shall be entitled to any right or benefit under this Indenture unless there shall be endorsed on such Series 2016 Bond a certificate of authentication in the form set forth in such Series 2016 Bond duly executed by the Trustee, by the manual signature of an authorized signatory thereof, and such certificate of the Trustee upon any Series 2016 Bond executed on behalf of the District shall be conclusive evidence that the Series 2016 Bond so authenticated has been duly issued under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.10 Negotiability, Transfer and Registry of Series 2016 Bonds.

(a) All the Series 2016 Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer and transfer restrictions contained in this Indenture and in the Series 2016 Bonds. So long as this Indenture remains in force, the Trustee, as registrar, shall maintain and keep books for the recordation of the taxpayer identification number of each of the Owners of the Series 2016 Bonds and the registration, transfer and exchange of Series 2016 Bonds. Each Series 2016 Bond shall be transferable only upon the books of registration. The Trustee is hereby appointed registrar, to act as agent of the District for the registration and transfer of Series 2016 Bonds and the maintenance of the books of registration. The District may appoint a successor registrar upon notice by mail to the Trustee and the Owners of the Series 2016 Bonds.

(b) Since no portion of the Matching Collateral for any Sub-Series Bond may be transferred to any other Sub-Series Bond, a Sub-Series Bond may only be transferred in whole and not in part, and the Matching Collateral for such Sub-Series Bond will continue to secure only such Sub-Series Bond.

(c) The Owner shall bear all costs in connection with any transfer or exchange of Series 2016 Bonds, including the reasonable fees and expenses of the District, Bond Counsel and the Trustee and of any required indemnity for the District and the Trustee.

(d) Series 2016 Bonds shall be transferred upon presentation and surrender thereof at the Principal Office of the Trustee by the Owner thereof or his attorney duly authorized in writing with due endorsement for transfer or accompanied by a written instrument of transfer in form satisfactory to the Trustee. All Series 2016 Bonds surrendered in any exchanges or transfers shall forthwith be canceled. For every such exchange or transfer of Series 2016 Bonds, there shall be made a charge sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Owner requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Trustee shall not be obligated to (i) authenticate, exchange or transfer any Series 2016 Bond during a period beginning at the opening of business on any Record Date and ending at the close of business on the next succeeding Interest Payment Date, (ii) authenticate, exchange or transfer any Series 2016 Bond during a period beginning at the opening of business 15 days next preceding any selection of Series 2016 Bonds to be redeemed and ending at the close of business on the date of the first giving of notice of such redemption, or (iii) transfer or exchange any Series 2016 Bonds called or being called for redemption in whole or in part.

(e) A Sub-Series Bond may be transferred in whole by any Owner, or pledged in whole by any Owner as collateral for a loan, only as follows:

(i) to any subsidiary of the Owner, any Affiliate of the Owner, any entity arising out of any merger or consolidation of the Owner, or a trustee in bankruptcy of the Owner;

(ii) to any "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended);

(iii) to any bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any "accredited investor" or "qualified institutional buyer," each as defined in clause (ii) above, or on its own behalf); or

(iv) to any trust or custodial arrangement each of the beneficial owners of which, or owners of certificates issued thereby, is required to be an "accredited investor" or "qualified institutional buyer" (as defined in clause (ii) above).

Any transfer (but not a pledge as collateral for a loan) of a Sub-Series Bond described in clauses (ii), (iii) or (iv) of this Section 3.10(e) shall be conditioned upon delivery by the proposed transferee to the Trustee of an investor letter in substantially the form set forth in Exhibit E hereto; provided that once a particular entity has delivered such an investor letter in connection with a purchase of Series 2016 Bonds, it shall not be required to deliver another

investor letter in connection with a subsequent purchase of Series 2016 Bonds, unless such legal entity has changed.

- (f) No Sub-Series Bond may be transferred unless:
 - (i) the Outstanding principal amount of such Sub-Series Bond equals or exceeds the Minimum Transfer Amount; or
 - (ii) such Sub-Series Bond is being transferred to a single investor meeting the requirements of paragraph (e) simultaneously with the transfer to such investor of other Sub-Series Bonds, and the aggregate Outstanding principal amount of all of such Sub-Series Bonds being transferred equals or exceeds the Minimum Transfer Amount; or
 - (iii) the transferee already owns Sub-Series Bonds the aggregate Outstanding principal amount of which equals or exceeds the Minimum Transfer Amount prior to such transfer.

The provisions of this paragraph (f) shall not apply to a pledge of a Sub-Series Bond in whole by any Owner as collateral for a loan. Each Sub-Series Bond may be pledged in whole by any Owner as collateral for a loan regardless of the Outstanding principal amount of such Sub-Series Bond.

Section 3.11 Ownership of Series 2016 Bonds. The District, the Trustee and any other Person may treat the registered owner of any Series 2016 Bond as the absolute owner thereof, whether such Series 2016 Bonds shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or redemption price of and interest on such Series 2016 Bonds and for all other purposes whatsoever, and payment of the principal or redemption price, if any, of and interest on any such Series 2016 Bonds shall be made only to, or upon the order of, such registered owner. All such payments to such registered owner shall be valid and effectual to satisfy and discharge the liability of the District upon such Series 2016 Bonds to the extent of the sum or sums so paid, and neither the District nor any Trustee shall be affected by any notice to the contrary. The Series 2016 Sub-Series Bonds shall not be issued to more than one registered Owner without the consent of the then existing Owner.

Section 3.12 Payments on Bonds Due on Non-Business Days. In any case where any Bond Payment Date shall be a day other than a Business Day, then payment of the Series 2016 Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Bond Payment Date, and no interest shall accrue for the period after such date.

Section 3.13 Series 2016 Bonds to be Certificated. The Series 2016 Bonds shall be a physically certificated instruments, and shall not be held in a book-entry only system unless approved in advance in writing by the District in its sole discretion.

Section 3.14. Transfer and Reissuance of Series 2016 Bonds. Any Owner of a Series of 2016 Sub-Series Bond may, upon written notice to the Trustee, direct the Trustee to transfer such Sub-Series Bond from this Indenture to any other separate trust indenture authorized under the Master Bond Resolution. Upon such transfer, such Sub-Series Bond shall be cancelled under this Indenture and reissued under such other separate trust indenture and shall be deemed released from the lien of this Indenture.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Mandatory Redemption. (a) Each Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in part on each Principal Payment Date, after and to the extent that the Trustee receives the annual Assessment payment for the related Assessment, at a redemption price equal to the principal amount paid on the Assessment in accordance with the payment schedule for the Assessment, together with accrued interest to the date of redemption. Prior to any such redemption, in accordance with the provisions of Section 2.03 hereof, the Program Administrator will have provided to the Trustee the applicable information described in the preceding sentence. The Trustee shall thereupon note on its books the portion of the Sub-Series Bond that has been redeemed.

(b) Each Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in whole on any date, after and to the extent that the Trustee receives a prepayment of a related Assessment, at a redemption price equal to the principal amount paid on the Assessment being prepaid, together with accrued interest to the date of redemption. Prior to any such redemption, the Program Administrator shall provide to the Trustee the applicable Collateral Information related to such prepayment. The Trustee shall thereupon (i) note on its books that the Sub-Series Bond has been redeemed in full and (ii) cancel such Sub-Series Bond.

Section 4.02 Reserved.

Section 4.03 Notice of Redemption. (a) Notice of redemption of any Sub-Series Bond pursuant to Section 4.01(b) shall be given by the Trustee to the registered Owner of such Sub-Series Bond by facsimile transmission or other similar electronic means of communication, promptly confirmed in writing, not less than two (2) Business Days prior to the date fixed for redemption. Such notice shall state that the redemption of the Sub-Series Bonds is conditioned upon receipt by the Trustee on or prior to the redemption date of immediately available funds sufficient to pay the redemption price thereof, and that if such

condition is not satisfied, the redemption shall not take place and the Owner of such Sub-Series Bond shall continue to be the Owner thereof. Receipt of such notice of redemption shall not be a condition precedent to such redemption, and failure to so notify such registered Owner shall not affect the validity of the proceedings for the redemption of such Sub-Series Bond.

(b) Notice of redemption having been given as provided in subsection (a) of this Section 4.03 and all conditions precedent, if any, specified in such notice having been satisfied, such Sub-Series Bond or portion thereof so to be redeemed shall become due and payable on the date fixed for redemption at the redemption price specified therein plus any accrued interest to the redemption date. On the redemption date specified in such notice, such Sub-Series Bond or portion thereof shall be paid at the redemption price, plus any accrued interest to the redemption date. On and after the redemption date of any Sub-Series Bond being redeemed in whole (unless funds for the payment of the redemption price and accrued interest shall not have been provided to the Trustee), (i) such Sub-Series Bond shall cease to bear interest and (ii) such Sub-Series Bond shall no longer be considered as Outstanding under this Indenture.

Section 4.04 Partial Redemption of Sub-Series Bond. In case part but not all of a Sub-Series Bond shall be subject to redemption, the Trustee shall note in its books and records the amount of such Sub-Series Bond so redeemed.

Section 4.05 Reborrowing of Amounts Redeemed. The principal amount of any Sub-Series Bond redeemed hereunder in whole or in part shall be added to the amount available to draw under the applicable Drawdown Bond (i.e., such redeemed amount may be reborrowed by the District under such Drawdown Bond).

ARTICLE V

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR

Section 5.01 Revenue Fund.

(a) Establishment of Revenue Fund. A Revenue Fund is hereby created and established as a special trust fund. The Revenue Fund shall be held by the Trustee in trust for application only in accordance with the provisions of this Indenture.

(b) Deposits to Revenue Fund. All amounts received by the Trustee pursuant to Section 2.03 hereof, including payments in respect of the Matching Collateral for interest and principal and mandatory and optional redemptions of each Sub-Series Bond, shall be deposited into the Revenue Fund. On each Bond Payment Date, the Trustee shall pay to the Owners of the Sub-Series Bonds interest and principal due thereon.

(c) Disbursements from Revenue Fund.

(i) The Trustee shall disburse amounts held in the Revenue Fund as provided in Section 2.03 hereof.

(ii) If a Sub-Series Bond is redeemed in whole upon prepayment of the associated Assessment pursuant to Section 4.01(b) hereof, the Trustee shall release the amount held in the Revenue Fund associated with such prepayment, and such amount shall be applied to redeem such Sub-Series Bond.

(d) Earnings and Surplus Funds. Earnings on amounts held in the Revenue Fund shall be retained therein. After the disbursement of amounts in the Revenue Fund pursuant to paragraph (c), such earnings, together with any other surplus moneys in the Revenue Fund (collectively, "Excess Funds"), shall be transferred by the Trustee on each Bond Payment Date (i) first, to cover any shortfall in the amounts owed to the Owners on such date, pro rata to the extent such earnings are insufficient to cover the entire shortfall, (ii) second, to the extent of any surplus after application of the earnings pursuant to clause (i), to pay administrative fees or costs of the Program, and (iii) third, if there is no payment to be made pursuant to clause (i) or (ii), remitted to the District. Upon payment in full of all of the Series 2016 Bonds and termination of this Indenture, any remaining amounts held in the Revenue Fund shall be remitted to the District.

Section 5.02 Moneys Held in Trust; Investment of Moneys. All moneys from time to time received by the Trustee and held in the Funds and Accounts created hereby shall be held in trust as security for the benefit of the Owner of the particular Sub-Series Bond to which such Fund or Account relates. All such moneys shall be invested as provided in this Indenture.

Any such investments shall be held by or under the control of the Trustee. A sufficient amount of such investments shall be liquidated whenever the cash balance in any Fund or Account is insufficient to pay any amounts as they become due. Any moneys held as a part of the Funds and Accounts shall be invested or reinvested, to the extent permitted by law, in Investment Securities at the request of and as directed in writing by an Authorized Representative of the District, or by the Program Administrator acting on behalf of the District.

Section 5.03 Investment Earnings. Earnings on investments held in any Fund or Account hereunder shall be retained therein and applied in the manner prescribed herein for such Fund or Account.

Section 5.04 Records. The Trustee shall keep and maintain adequate records pertaining to the Funds and Accounts established hereunder, including all deposits to and disbursements from said Funds and Accounts. The Trustee shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal and interest paid on the Series 2016 Bonds, subject to the inspection of the District, the

Program Administrator and the Owners of the Series 2016 Bonds and their representatives at all reasonable times and upon reasonable prior notice.

Section 5.05 Reports From the Trustee. The Trustee shall, annually within sixty (60) days after each Bond Payment Date, file with the Program Administrator and the District a statement setting forth in respect to the preceding year:

(a) the amount withdrawn or transferred by it and the amount deposited within or on account of each Fund and Account held by it under the provisions of this Indenture, including the amount of investment income on each Fund and Account;

(b) the amount on deposit with it at the end of such period to the credit of each Fund and Account;

(c) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account;

(d) a record of the purchase or redemption of Series 2016 Bonds and a description of the Sub-Series Bonds so purchased or redeemed; and

(e) any other information which the Program Administrator or the District may reasonably request and to which the Trustee has access in the ordinary course of its operations.

Upon the written request of any Owner of a Sub-Series Bond then Outstanding, the Trustee, at the cost of such Owner, shall provide to such Owner the information from such statement that relates to the particular Sub-Series Bonds owned by such Owner. All records and files pertaining to the Transferred Property shall be open at all reasonable times to the inspection of the District, the Purchaser, the Program Administrator and their agents and representatives upon reasonable prior notice.

ARTICLE VI

DEFAULT PROVISIONS; REMEDIES

Section 6.01 Events of Default Applicable to Each Sub-Series Bond. An Event of Default under this Section 6.01 shall be applicable only to the particular Sub-Series Bond to which the event of default applies. The Sub-Series are not cross-collateralized with one another under any circumstances, including a default under Section 6.02. Except as provided in Section 6.02, the Sub-Series Bonds are not cross-defaulted with one another. With respect to each Sub-Series Bond, each of the following events is hereby declared an "Event of Default" under this Indenture:

(a) The failure to pay any installment of principal or the redemption price of a Sub-Series Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise; or

(b) The failure to pay any installment of interest on a Sub-Series Bond when and as the same shall become due and payable.

Section 6.02 Events of Default Applicable to all Series 2016 Bonds. It shall also be an Event of default hereunder applicable to all Sub-Series Bonds and the Drawdown Bonds if the District fails to perform or observe any other covenant, agreement or condition on its part contained in this Indenture, in any other agreement entered into by the District in connection with the issuance of the Series 2016 Bonds, or in the Series 2016 Bonds, and such failure shall continue for a period of thirty (30) days after written notice thereof to the District by the Trustee or by the Owners of not less than twenty-five percent (25%) in principal amount of the Series 2016 Bonds Outstanding.

Section 6.03 Remedies Applicable to Each Sub-Series Bond.

(a) With respect to any Event of Default under Section 6.01, the Trustee shall take only such actions in respect of an Event of Default as it shall be directed in writing to take by the Owner of the Sub-Series Bond to which such Event of Default relates. Such actions may include the following:

(i) Implementation of actions directed at the District for the recovery of the amounts due; or

(ii) Implementation of such other rights and remedies as may be available under the Bond Documents or applicable law.

However, if such Owner has granted to any party a lien or security interest in respect of such Series 2016 Sub-Series Bond, as identified in an irrevocable instruction letter delivered to the Trustee, the consent of the secured party shall be required prior to the exercise of any remedy.

(b) At any time after the principal of such Sub-Series Bond shall have been so declared to be past due and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Section 6.03, the Trustee, if so directed by the Owner of the Sub-Series Bond to which such Event of Default relates, shall annul such declaration and its consequences with respect to such Sub-Series Bond. In such event, the District, the Trustee and such Owner shall be restored to the same position as before the occurrence of the Event of Default. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 6.04 Remedies Applicable to all Series 2016 Bonds.

(a) With respect to any Event of Default under Section 6.02, the Trustee shall take only such actions in respect of an Event of Default as it shall be directed in writing to take by the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016

Bonds Outstanding. Such actions may include implementation of any rights and remedies as may be available under the Bond Documents or applicable law; provided, however, that under no circumstances are the Sub-Series Bonds cross-collateralized, and the remedies for any Event of Default under Section 6.02 shall not include any sharing of collateral among Sub-Series Bonds. Each Sub-Series Bond shall be secured only by the Matching Collateral for such Sub-Series Bond and shall have no lien or right to any other collateral held by the Trustee hereunder under any circumstances, including any Event of Default under Section 6.02.

(b) At any time before the completion of the enforcement of any remedy under this Section 6.04, the Trustee, if so directed by the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016 Bonds Outstanding, shall annul the declaration of an Event of Default and its consequences. In such event, the District, the Trustee and all of the Owners shall be restored to the same position as before the occurrence of the Event of Default. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 6.05 Application of Revenues and Other Moneys After Default Applicable to a Sub-Series Bond. If an Event of Default under Section 6.01 shall occur and shall not have been remedied, the Trustee shall establish a segregated account in the Revenue Fund for the Sub-Series Bond to which such Event of Default relates, and shall transfer thereto, any Pledged Revenues held by the Trustee related to such Sub-Series Bond and, as promptly as practicable after receipt thereof, all other Pledged Revenues related to such Sub-Series Bond and other payments or receipts pledged under this Indenture solely to the Sub-Series Bond to which such Event of Default relates and all proceeds realized as a result of remedial action under the Bond Documents and Matching Collateral.

During the continuation of an Event of Default, the Trustee shall apply such moneys, securities, revenues, payments and receipts and the income therefrom as follows and in the following order:

- (a) To the payment of Trustee Expenses;
- (b) At the direction of the Owner of the Sub-Series Bond, to the payment of the amounts required to reimburse the Owner of the Sub-Series Bond for any reasonable legal or other out-of-pocket costs incurred by it in connection with such remedial action and the reasonable fees and expenses of the District in carrying out this Indenture or other Bond Documents;
- (c) To the payment of the interest and principal installments or redemption price then due and payable on the Sub-Series Bond, as follows:

Unless the principal of such Sub-Series Bond shall have become or have been declared due and payable;

First: To the payment to the Owner of all installments of interest then due and payable on such Sub-Series Bond in the order of the maturity of such installments; and

Second: To the payment to the Owner of the unpaid principal installments or redemption price of such Sub-Series Bond which shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates.

Notwithstanding anything contained herein to the contrary, the Owner may by written notice to the Trustee direct the application of funds other than in the manner set forth above (except that the priority of payment of Trustee's fees and expenses shall not be altered), including, without limitation, the application of funds between the principal of or interest on such Sub-Series Bond. Any such determination by the Owner shall be deemed conclusive, and the District and the Trustee shall have no liability for the tax consequences of said determination.

Section 6.06 Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners of the Series 2016 Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute (including the Act) on or after the date of adoption of this Indenture.

Section 6.07 Remedies Vested in Trustee and Owner of Particular Sub-Series Bond. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2016 Bonds may be enforced by the Trustee and by the Owner of the Sub-Series Bond in default without the possession of any of the Series 2016 Bonds or the production thereof in any trial or other proceedings relating thereto. Subject to the rights of the Owner of any Sub-Series Bond to direct proceedings hereunder with respect to such Sub-Series Bond, any such suit or proceeding instituted by the Trustee shall be brought in its name under the authority herein granted without the necessity of joining as plaintiffs or defendants any Owner of a Sub-Series Bond.

Section 6.08 Individual Bond Owners Action Restricted. No Owner of any Sub-Series Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust under this Indenture or for any remedy under this Indenture.

Nothing contained in this Indenture shall affect or impair, or be construed to affect or impair, the right of the Owner of any Sub-Series Bond (i) to receive payment of the principal of or interest on such Sub-Series Bond on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Owner of any Sub-Series Bond may institute or prosecute any such suit or enter judgment therein, if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein, under applicable law, would result in the surrender, impairment, waiver or loss of the

lien of this Indenture on the moneys, funds and properties pledged under this Indenture for the benefit of the Owner of the Sub-Series Bond appertaining thereto.

Section 6.09 Termination of Proceedings. In case any proceeding taken by the Owner of a Sub-Series Bond or by the Trustee at the direction of such Owner on account of any Event of Default under Section 6.01 shall have been discontinued or abandoned for any reason or shall have been determined adversely to such Owner, the District, the Trustee, and such Owner shall be restored to their former positions and rights under this Indenture, and all rights, remedies and powers of the such parties shall continue as if no such proceeding had been taken.

Section 6.10 Waiver and Non-Waiver of Event of Default. No delay or omission of the Trustee or the Owners of the Series 2016 Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article VI to any party may be exercised from time to time and as often as may be deemed expedient.

In case of any waiver by the Trustee, acting upon the direction of (i) an Owner of a Sub-Series Bond, of an Event of Default under Section 6.01 of this Indenture or (ii) the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016 Bonds Outstanding with respect to an Event of Default under Section 6.02 of this Indenture, the District, the Trustee and the Owner of a Sub-Series Bond or the Owners of the Series 2016 Bonds, as the case may be, shall be restored to their former positions and rights under this Indenture, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

ARTICLE VII

CONCERNING THE TRUSTEE AND THE PROGRAM ADMINISTRATOR

Section 7.01 Trustee; Appointment and Acceptance of Duties.

(a) The District hereby appoints Zions Bank, a division of ZB National Association, as trustee hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing this Indenture.

(b) Unless otherwise provided, the corporate trust offices of the Trustee are designated as the respective offices or agencies of the Trustee for the authentication and delivery of Series 2016 Bonds.

Section 7.02 Responsibilities of Trustee.

(a) The recitals of fact herein and in the Series 2016 Bonds contained (other than the certificate of authentication) shall be taken as the statements of the District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no

representations as to the validity or sufficiency of this Indenture or of any Series 2016 Bonds issued hereunder or as to the security afforded by this Indenture, and the Trustee shall incur no liability in respect thereof. The Trustee shall be under no responsibility or duty with respect to the application of any moneys properly paid to it except as provided herein or as otherwise expressly agreed by the Trustee. Except for a declaration of acceleration under Section 6.02 hereof or the payment of principal and interest on the Series 2016 Bonds, the Trustee shall be under no obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Indenture or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. Subject to the provisions of subsection (b) of this Section 7.02, the Trustee shall not be liable in connection with the performance of its duties under this Indenture except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (and has not been cured within any applicable grace period) and subject to the rights of an Owner of a Sub-Series Bond with respect to control of remedies following an Event of Default hereunder, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Any provisions of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 7.02.

(c) The Trustee shall cooperate fully with (i) an Owner of a Sub-Series Bond with respect to an Event of Default under Section 6.01 of this Indenture or (ii) the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016 Bonds Outstanding with respect to an Event of Default under Section 6.02 of this Indenture, in the enforcement and protection of the rights of the Owner or Owners, as the case may be, to the fullest extent possible under this Indenture, the Bond Documents and applicable law. Toward this end, the Trustee shall take such action as so directed, including, with respect to a Sub-Series Bond, foreclosure of the property in default, suit for specific performance of the Bond Documents or for damages for nonperformance thereof and assignment of the applicable Financing Agreement to the Owner of a Sub-Series Bond in default for purposes of enforcing the rights of such Owner.

(d) The Trustee shall not take any discretionary action under the Bond Documents without the written approval of the affected Owner or requisite percentage of Owners, as the case may be, and shall take such discretionary action permitted or required under the Bond Documents, as may be directed in writing by the affected Owner or requisite percentage of Owners, as the case may be.

(e) The Trustee shall notify the affected Owner or Owners of any notification received by the Trustee under or pursuant to the Bond Documents promptly after receipt of said notice.

(f) If any Event of Default occurs and is continuing hereunder and if the Trustee has received written notice thereof or is deemed to have notice pursuant to this Indenture, the Trustee shall give to all affected Owners and the District written notice of such default or Event of Default within thirty (30) days after receipt of such information. For the purpose of this Section 7.02 only, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default under Section 6.01 or 6.02 hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default under Section 6.02 hereof, unless the Trustee shall have received written notice of such Event of Default by the District or by the Owners of not less than 25% in aggregate principal amount of the Series 2016 Bonds then Outstanding.

Section 7.03 Evidence on Which Trustee May Act.

(a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel selected by it in respect of any action taken or suffered by the Trustee under this Indenture. Specifically, and without limiting the foregoing, the Trustee may rely upon directions, instructions and information given or provided to it by the Program Administrator, the Escrow Agent or the Purchaser, or persons or entities acting on their behalf, as set forth in this Indenture or the Purchase Agreement, without further review thereof (other than examining such instrument to determine whether it conforms to the requirements of this Indenture), and shall not be liable or responsible for the accuracy of the contents contained in such directions, instructions and information or for taking any actions on the basis thereof.

(b) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Indenture by the District, the Purchaser, the Escrow Agent or the Program Administrator to the Trustee shall be sufficiently executed if executed in the name of the District, the Purchaser, the Escrow Agent or the Program Administrator by an Authorized Representative of the District, the Purchaser, the Escrow Agent or the Program Administrator, as applicable.

Section 7.04 Compensation; No Trustee Liens. Pursuant to the provisions of the Purchase Agreement and a separate agreement between the Trustee and the Program Administrator, the Program Administrator has agreed to pay to the Trustee, as provided therein, the Trustee Fees and Trustee Expenses from time to time as set forth therein as

compensation for all services rendered under this Indenture and the Purchase Agreement. The District hereby approves the provision for payment of the Trustee Fees and Trustee Expenses as set forth in the preceding sentence and the Purchase Agreement. The Trustee shall not have a lien on any moneys or Investment Securities at any time held or received by it under this Indenture, except as provided in Section 6.05 hereof.

Section 7.05 Certain Permitted Acts. . To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of the Series 2016 Bonds or to effect or aid in any reorganization growing out of the enforcement of the Series 2016 Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Series 2016 Bonds then Outstanding.

Section 7.06 Resignation of Trustee. The Trustee may resign at any time and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days' written notice to the District and the Owners of the Series 2016 Bonds, provided that no resignation shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.09 of this Indenture. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 60 days after the giving of such notice of resignation, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.07 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by either the District or by the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016 Bonds Outstanding and filed with the Trustee; provided that no removal shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.09 of this Indenture

Section 7.08 Appointment of Successor Trustee; Temporary Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the District shall appoint a successor Trustee, subject to the prior written consent by the Owners of not less than fifty-one percent (51%) in principal amount of the Series 2016 Bonds Outstanding (which consent shall not be unreasonably withheld or delayed).

Section 7.09 Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor, and also to the District, the Program Administrator, the Purchaser, the Escrow Agent and to any Owner which shall request the same, an instrument accepting such appointment and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named; but the Trustee ceasing to act nevertheless, shall execute, acknowledge and deliver such

instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in or pursuant to this Indenture. Should any deed, conveyance or instrument in writing from the District be required by such successor Trustee for more fully and certainly vesting in and confirming any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the District.

Section 7.10 Merger or Consolidation of Trustee. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 7.11 Program Administrator and Escrow Agent. The Program Administrator and Escrow Agent shall each signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing the Purchase Agreement. If any Program Administrator appointed under the Program Administration Agreement is removed by the District at any time, the District shall give by written notice to the Trustee. At any time when a Program Administrator has not been appointed or when a Program Administrator has been removed without appointment by the District of a successor Program Administrator, all references in this Indenture and in the other Bond Documents to the Program Administrator shall be deemed to refer to the Purchaser.

ARTICLE VIII

AMENDMENTS AND SUPPLEMENTAL INDENTURES; AMENDMENTS OF BOND DOCUMENTS

Section 8.01 Supplemental Indentures Not Requiring Consent of Owners of Series 2016 Bonds. The District and the Trustee may, without the consent of, or notice to, the Owners of any Series 2016 Bonds (but only with the consent of any one person or entity who is the Owner of at least fifty-one percent (51%) in aggregate principal amount of the Outstanding Series 2016 Bonds), enter into one or more Supplemental Indentures for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to grant to or confer any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Series 2016

Bonds or the Trustee, or to make any change which, in the judgment of the Trustee, is not to the prejudice of the Owners of the Series 2016 Bonds;

(c) to subject to the pledge and lien of this Indenture additional revenues, properties and collateral;

(d) to evidence the appointment of a separate Trustee or co-Trustee or the succession of a new Trustee;

(e) to modify, amend or supplement this Indenture in any other respect which is not materially adverse to the Owners of the Series 2016 Bonds to be Outstanding after the effective date of the change and which does not involve a change described in Section 8.02 hereof; or

(f) to modify, amend or supplement this Indenture to provide for the issuance of new Series of Bonds hereunder.

Section 8.02 Supplemental Indentures Requiring Consent of Owners of Series 2016 Bonds.

(a) Exclusive of Supplemental Indentures covered by Section 8.01 of this Indenture and subject to the terms and provisions contained in this Section 8.02, and not otherwise, neither the District nor the Trustee shall enter into any amendment, change or modification of this Indenture without the prior written consent of the Owners of not less than two-thirds in aggregate principal amount of the Series 2016 Bonds then Outstanding; provided, however, that nothing in this Section 8.02 contained shall permit, or be construed as permitting, without the consent of the Owners of all of the Series 2016 Bonds, (i) an extension of the maturity date of the principal of or the interest on any Series 2016 Bond, (ii) a reduction in the principal amount of any Series 2016 Bond or the rate of interest thereon, (iii) change in a privilege or priority of any Series 2016 Bond or Bonds over any other Series 2016 Bond or Bonds, (iv) a reduction in the percentages of the Owners of the Outstanding Bonds required for consent to such Supplemental Indenture, (v) the creation of any lien other than a lien ratably securing all of the Series 2016 Bonds at any time Outstanding or (vi) any reduction of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee. Notwithstanding the foregoing, any amendment, change or modification of this Indenture that affects only certain Sub-Series Bonds may be made with the prior written consent of only the Owners of such Sub-Series Bonds.

(b) If at any time the District and the Trustee shall desire to execute and deliver a Supplemental Indenture for any of the purposes of this Section 8.02, the Trustee shall, upon being provided with reasonably satisfactory arrangements for payment of its fees and expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each Owner of the Series 2016 Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners of the

Series 2016 Bonds. If within 60 days or such longer period as shall be prescribed by the District following the giving of such notice, the Owners of not less than two-thirds in aggregate principal amount of the Series 2016 Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Series 2016 Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the District from adopting the same or from taking any action pursuant to the provisions thereof. Subject to Section 8.04 hereof, upon the execution of any such Supplemental Indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. Notwithstanding the foregoing, notice of any Supplemental Indenture that affects only certain Sub-Series Bonds may be made sent only the Owners of such Sub-Series Bonds.

Section 8.03 Reliance on Opinion of Counsel. The Trustee and the District shall be entitled to rely upon an opinion of Counsel stating that a Supplemental Indenture is authorized or permitted by this Indenture.

Section 8.04 Consents Required. Anything herein to the contrary notwithstanding, a Supplemental Indenture described in Section 8.02 hereof which adversely affects any rights of the District, the Purchaser, the Program Administrator, the Escrow Agent or the Trustee shall not become effective unless and until the affected party shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed as provided in Section 4.03 with respect to the redemption of Series 2016 Bonds to the District, the Program Administrator, the Escrow Agent and the Purchaser at least ten (10) days before the date of its proposed execution and delivery.

Section 8.05 Amendments of Bond Documents Not Requiring Consent of Owners of Series 2016 Bonds. The District and the Trustee may, without the consent of or notice to any of the Owners of Series 2016 Bonds (but only with the consent of any one person or entity that owns at least fifty-one percent (51%) in aggregate principal amount of the Outstanding Series 2016 Bonds) enter into any amendment, change or modification of any of the Bond Documents as may be required (a) by the provisions of this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission therein, (c) so as to add additional rights and remedies for the benefit of Owners of the Series 2016 Bonds, (d) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners of the Series 2016 Bonds, or (e) to modify, amend or supplement any of the Bond documents to conform such documents to any modifications, amendments or supplements to the Indenture for the purpose of providing for the issuance of new series of Bonds under the Indenture.

Section 8.06 Amendments of Bond Documents Requiring Consent of Owners of Series 2016 Bonds. Except for the amendments, changes or modifications as provided in

Section 8.05 hereof, neither of the District or the Trustee shall enter into any other amendment, change or modification of the Bond Documents without the mailing of notice and the written approval or consent of the Owners of not less than 66-2/3% in aggregate principal amount of the Outstanding Bonds; provided, however, that nothing in this Section or Section 8.05 hereof shall permit or be construed as permitting without the consent of the Owners of all of the Series 2016 Bonds (a) an extension of the time of the payment of any amounts payable under the Bond Documents, (b) a reduction in the amount of any payment or in the total amount due under the Bond Documents or (c) the sharing of collateral among the Sub-Series Bonds. If at any time the District or the Trustee shall desire the consent to any such proposed amendment, change or modification, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided herein with respect to redemption of Series 2016 Bonds. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Owners of Series 2016 Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Trustee as the case may be, following the mailing of such notice, the Owners of 66-2/3% in aggregate principal amount of the Series 2016 Bonds Outstanding at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as hereto provided, no Owner of any Series 2016 Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the District or the Trustee, as the case may be, from executing the same or from taking any action pursuant to the provisions thereof. The District or the Trustee, as the case may be, shall have the right to extend from time to time the period within which such consent and approval may be obtained from Owners of the Series 2016 Bonds. Upon the execution of any such amendment, change or modification as in this Section permitted and provided, the Bond Documents shall be and be deemed to be modified, changed and amended in accordance therewith. Notwithstanding the foregoing, any amendment, change or modification of the Bond Documents that affects only certain Sub-Series Bonds may be made with the prior written consent of, and notice to, only the Owners of such Sub-Series Bonds.

ARTICLE IX

DISCHARGE

Section 9.01 Discharge of Indenture. If the District shall pay, or there shall otherwise be paid, to the Owners of all Series 2016 Bonds the principal or redemption price, if applicable, and interest due thereon, at the times and in the manner stipulated therein and in this Indenture and if all Trustee Fees and Trustee Expenses and all amounts payable to the District for its own account (including expenses and indemnification) shall be paid in full, then the pledge of revenues, other moneys and securities under this Indenture, and all covenants,

agreements and other obligations of the District to the Owners of Series 2016 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the District to be prepared and filed with the District and, upon the request of the District, shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver as provided in Article V hereof all moneys or securities held by them pursuant to this Indenture after the payment of principal or redemption price, if applicable, of or interest on the Series 2016 Bonds.

Section 9.02 Discharge by Delivery. The Bond Obligations may be discharged by the delivery of the Drawdown Bonds to the Trustee accompanied by written direction from the Purchaser to cancel the Drawdown Bonds, and delivery to the Trustee of written directions from the Owners of all Sub-Series Bonds to cancel such Sub-Series Bonds, without payment (except as provided hereafter in this Section 9.02), and upon such delivery, such Series 2016 Bonds Obligations shall be canceled and deemed paid. In the event only a portion of the Series 2016 Bond Obligations shall be canceled and deemed paid pursuant to the terms of this Section 9.02, those Bond Obligations which are not so canceled and deemed paid shall remain Outstanding for all purposes of this Indenture.

Section 9.03 Discharge by Deposit. The obligation to pay the principal of and interest on all or a portion of the Series 2016 Bonds may be discharged if the District has deposited or caused to be deposited, as trust funds, with the Trustee cash and/or Government Obligations which do not permit the redemption thereof at the option of the issuer thereof, the principal of and interest on which when due (or upon the redemption thereof at the option of the Owner), will, without reinvestment, provide cash which together with the cash, if any, on deposit with the Trustee at the same time, shall be sufficient, to pay and discharge the entire indebtedness on the Series 2016 Bonds not theretofore canceled by the Trustee or delivered to the Trustee for cancellation by the payment of interest on and principal of the Series 2016 Bonds which have become due and payable or which shall become due at their stated maturity or redemption date, as the case may be (the “**Defeasance Collateral**”), and which are to be discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the District. If the period over which payments will be made from the Defeasance Collateral is greater than ninety (90) days, the District must also deliver to the Trustee a verification report prepared by a certified public accountant, with respect to the sufficiency of the Defeasance Collateral to make such payments.

ARTICLE X

MISCELLANEOUS

Section 10.01 Evidence of Signatures of Bond Owners and Ownership of Series 2016 Bonds.

(a) Any request, consent, revocation of consent or other instrument that this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner of the Series 2016 Bonds or his attorney of such instruments may be proved by a guaranty of the signature thereon by a bank, trust company or national banking association or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guaranty, certificate or affidavit also shall constitute sufficient proof of his authority.

(b) The ownership of Series 2016 Bonds and the amount, numbers and other identification, and date of holding the same, shall be proved by the registry books maintained by the Trustee.

(c) Any request or consent by the Owner of any Series 2016 Bond shall bind all future owners of such Series 2016 Bond in respect of anything done or suffered to be done by the District or any Trustee in accordance therewith.

Section 10.02 Series 2016 Bonds Not an Obligation of the State or Any Political Subdivision.

(a) THE DISTRICT HAS NO TAXING POWER. THE SERIES 2016 BONDS WILL NOT BE GENERAL OBLIGATIONS OF THE DISTRICT BUT LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE TRANSFERRED PROPERTY. THE SERIES 2016 BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OR OBLIGATION OF THE STATE, ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, AND WILL NOT CONSTITUTE OR RESULT IN THE CREATION OF AN INDEBTEDNESS OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF. NO OWNER OF THE SERIES 2016 BONDS WILL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, NOR TO ENFORCE THE PAYMENT THEREOF AGAINST ANY PROPERTY OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF. NEITHER THE MEMBERS OF THE BOARD OF THE DISTRICT NOR ANY PERSONS EXECUTING THE SERIES 2016 BONDS SHALL BE LIABLE PERSONALLY ON THE SERIES 2016 BONDS BY REASON OF THEIR ISSUANCE.

(b) No recourse may be had for the enforcement of any obligation, promise or agreement of the District contained herein, in any other Bond Documents or in the Series 2016 Bonds or for any claim based hereon or thereon or otherwise in respect hereof or thereof against any commissioner, director, member, officer, agent, attorney or employee, as such, in his individual capacity, past, present or future, of the District, either directly or through the

District, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty otherwise. No personal liability whatsoever will attach to, or be incurred by, any commissioner, director, member, officer, agent, attorney or employee as such, past, present or future, of the District, either directly or through the District, under or by reason of any of the obligations, promises or agreements entered into in the Series 2016 Bonds or between the District and the Trustee, whether contained herein or to be implied herefrom as being supplemental hereto; and all personal liability of that character against every such director, member, officer, agent, attorney and employee is, by the execution of this Indenture and as a condition of, and as part of the consideration for, the execution of this Indenture, expressly waived and released.

Section 10.03 Preservation and Inspection of Documents. All documents received by any Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times and upon reasonable prior notice to the inspection of the District, any other Trustee, and any Owner of the Series 2016 Bonds and their agents and their representatives, any of whom may make copies thereof. Any or all documents required to be maintained hereunder by the Trustee may be maintained in electronic format in accordance with prevailing industry standards.

Section 10.04 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the District, the Trustee, the Program Administrator, the Purchaser, the Escrow Agent and the Owners of the Series 2016 Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture shall be for the sole and exclusive benefit of the District, the Trustee, the Program Administrator, the Purchaser, the Escrow Agent and the Owners of the Series 2016 Bonds.

Section 10.05 No Recourse on the Series 2016 Bonds. No recourse shall be had for the payment of the principal or redemption price or purchase price of or interest on the Series 2016 Bonds or for any claim based thereon or on this Indenture or any other Bond Documents against any commissioner, member, officer, employee or agent of the District or any person executing the Series 2016 Bonds.

Section 10.06 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the District or any Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and in no way shall affect the validity of the other provisions of this Indenture.

Section 10.07 Successors. Whenever in this Indenture the District is named or referred to, it shall be deemed to include any entity that may succeed to the principal functions and powers of the District under the Act, and all the covenants and agreements contained in this Indenture by or on behalf of the District shall bind and inure to the benefit of said successor whether so expressed or not.

Section 10.08 Notices, Demands and Requests. Except as otherwise provided in Section 4.03, all notices, demands and requests to be given or made under this Indenture shall be in writing and shall be sufficiently given and shall be deemed given (a) three days after mailing by certified mail, first-class, postage prepaid; (b) the Business Day after sending by expedited overnight delivery service; (c) the date of receipt if delivered by personal delivery; (d) if sent by facsimile, email or other means of electronic communication, the date of transmission, if receipt of such transmission is telephonically or electronically confirmed on such day and addressed to the Notice Address of the respective addressee. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as set forth below; however, with respect to any future Purchaser, such address as may be shown in the records of the Trustee. A party may change the Notice Address listed for it or designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, at any time upon ten days' prior written notice of such change sent by United States mail, postage prepaid, to the other parties, which change shall be effective upon receipt. No notice need be given to any party if such party is no longer a party to the transactions contemplated by this Indenture.

To the District: Leon County Energy Improvement District
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301
Attention: Herbert W.A. Thiele, Esq.

To the Trustee: Zions Bank, a division of ZB, National
Association
550 South Hope Street, Suite 2875
Los Angeles, California 90071
Attention: Corporate Trust Department

To the Series 2016 Bond Registrar
and Paying Agent: [Same as Trustee]

To the initial Purchaser: Ygrene Energy Fund, Inc.
100 B Street, Suite 210

Santa Rosa California 95401
Attention: Dennis R Hunter, Chairman

with a copy to:

To the initial Program Administrator: Ygrene Energy Fund Florida, LLC
100 B Street, Suite 210
Santa Rosa California 95401
Attention: Dennis R Hunter, Member

with a copy to:

To the initial Escrow Agent: Cortland Capital Market Services LLC
225 W. Washington Street, 21st Floor
Chicago, Illinois 60606
Attention: Legal Department and Escrow
Department
Email: legal@cortlandglobal.com
escrow@cortlandglobal.com

Section 10.09 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 10.10 Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Articles and Sections of this Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Indenture.

Section 10.11 Effective Date. This Indenture shall take effect immediately upon the execution and delivery by all of the parties hereto.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the District has caused these presents to be executed in its name by its duly authorized official; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name, as of the date first above written.

LEON COUNTY ENERGY IMPROVEMENT
DISTRICT

By: _____
Title: Chairman

Attest: _____

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as Trustee

By: _____
Title:

[Signature Page – Trust Indenture]

EXHIBIT A
FORMS OF DRAWDOWN BONDS

[text begins on following page]

EXHIBIT A-1

FORM OF SERIES 2016 DRAWDOWN BOND

SUBJECT TO THE EXCEPTIONS SET FORTH IN SECTION 3.10 OF THE INDENTURE (HEREINAFTER DEFINED), THE PURCHASER OF THIS BOND MUST BE AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933, AND WILL BE REQUIRED TO EXECUTE AND DELIVER AN INVESTMENT LETTER THAT WILL, AMONG OTHER THINGS RESTRICT TRANSFER OF THIS BOND.

LEON COUNTY ENERGY IMPROVEMENT DISTRICT
TAXABLE REVENUE BONDS
SERIES 2016__

No.: R__-1
Dated Date: _____, 2016
Principal Amount: Up to \$_____ (in drawdown installments as provided herein)
Registered Owner: Ygrene Energy Fund, Inc.
Maturity Date: _____, 20__
Interest Rate: Variable, as provided herein

Leon County Energy Improvement District (hereinafter called the "District"), a dependent special district, for value received hereby promises to pay (but only from the sources and as hereinafter provided) to the Registered Owner specified above, or registered assigns (the "Owner"), (i) the portion of the Principal Amount specified above as shall have been Advanced to the District as reflected by the Schedule of Drawings attached as Schedule A hereto (and as confirmed by the Trustee (as hereinafter defined) on the Schedule of Drawings maintained by the Trustee) on the Maturity Date specified above, or earlier as provided herein, and (ii) interest on said Principal Amount until the Principal Amount is paid or discharged, at the Interest Rate per annum specified below. Upon transfer by the Owner of any portion of this Drawdown Bond evidenced by a Series 2016__ Sub-Series Bond (as defined below) in accordance with the Indenture, the Trustee shall note such transfer on Schedule B attached hereto. Notwithstanding the foregoing, the Trustee may maintain such log through its bond recordkeeping system.

Interest shall accrue only on such Principal Amount as has been actually drawn by the District, as reflected on the Schedule of Drawings attached hereto and as confirmed on the Schedule of Drawings maintained by the Trustee. THE ACTUAL OUTSTANDING PRINCIPAL BALANCE OF THIS BOND CANNOT BE DETERMINED BY REFERENCE TO THE FACE OF THIS BOND. Advances by the Owner of this Bond shall, upon presentation of this Bond to the Trustee (or while the Trustee holds this Bond in its custody on behalf of the Owner), be noted

on the Schedule of Drawings attached to this Bond, but failure to so note such Advance shall not nullify the effectiveness of any such advance by the Owner.

Each Advance made under this Drawdown Bond will be considered a Series 2016__ Sub-Series Bond (each a "Series 2016__ Sub-Series Bond"), will be separately certificated as a Series 2016__ Sub-Series Bond, and will be numbered consecutively from SUBR__-1 upward on the books and records of the Trustee.

The District may make drawdowns on this Drawdown Bond, redeem all or a portion of this Drawdown Bond through the redemption of one or more Series 2016__ Sub-Series Bonds in accordance with the Indenture, and reborrow such redeemed amounts by making additional drawdowns hereunder, from the Closing Date until ____, 20____, so long as the aggregate principal amount outstanding at any one time does not exceed \$____ (except as otherwise specified in the Indenture) and any Series 2016__ Sub-Series Bond matures on or prior to the Maturity Date of this Drawdown Bond.

The principal of and interest on this Drawdown Bond shall be payable in lawful money of the United States of America by check or draft of the Trustee mailed by first-class mail to the Owners of the Series 2016__ Sub-Series Bonds (as defined below) issued hereunder at their addresses appearing on the records of the Trustee; provided, however, that the payment to any Owner of the Series 2016__ Sub-Series Bonds shall, upon written request of such Owner, be transmitted by the Trustee by wire transfer or other means requested in writing by the Owner.

This Bond is one of an authorized series of Bonds of the District designated Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016__, and issued in the aggregate principal amount of not exceeding \$____ at any time Outstanding (except as otherwise specified in the Indenture) (the "Series 2016__ Bonds"), for the purpose of providing funds to finance the cost of "qualifying improvements" as defined in Section 163.08, Florida Statutes, as amended, to generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property ("Qualifying Improvements"), for use by property owners within the jurisdiction of the District (each a "Property Owner" and collectively the "Property Owners") desiring such improvements and who are willing to enter into an Agreement to Pay Assessments and Finance Qualifying Improvements (each a "Financing Agreement" and collectively the "Financing Agreements") with the District and agree to impose non-ad valorem assessments which shall run with the land on their respective properties (each an "Assessment" and collectively the "Assessments").

This Bond is issued under and pursuant to the Trust Indenture dated as of ____ 1, 2016 between the District and Zions First National Bank (the "Trustee") (as amended and supplemented from time to time, the "Indenture"), and the Act (as that term is defined in the Indenture). Reference is made to the Indenture and the Act for a full statement of their respective terms.

The Indenture authorized eleven (11) separate series of drawdown bonds to be issued thereunder, designated Series 2016A, Series 2016B, Series 2016C, Series 2016D, Series 2016E, Series 2016F, Series 2016G, Series 2016H, Series 2016I, Series 2016J and Series 2016K. The Sub-Series Bonds issued under each series of Series 2016 Drawdown Bond are collectively referred to herein as the "Sub-Series Bonds."

The Series 2016A Bonds issued under the Indenture are all of like tenor, except as to numbers and denominations, and specific security. Pursuant to the Indenture, the District has agreed to make payments to the Trustee in amounts equal to amounts of principal of and interest on the Series 2016A Bonds.

Defined Terms.

The following capitalized terms, as used in this Bond, shall have the meanings specified below unless the context otherwise shall require. All other capitalized terms used herein and not otherwise defined herein have the respective meanings accorded such terms in the Indenture, which is hereby incorporated herein by reference.

"Advance" means each payment by the Purchaser of a portion of the purchase price of this Drawdown Bond in accordance with the terms of the Purchase Agreement.

"Advanced" means that an Advance has been made.

"Advances" means more than one Advance.

"Bond Payment Date" means each Interest Payment Date and each Principal Payment Date, and any other date on which principal or redemption price or interest shall be payable on any of the Series 2016__ Sub-Series Bond according to their respective terms.

"Escrow Agent" means _____, as Escrow Agent under the Purchase Agreement, and any successor or replacement appointed by the District.

"Interest Payment Date" means with respect to each Series 2016__ Sub-Series Bond, each June 30th, commencing on the June 30th following the first time the Assessment related to such Series 2016__ Sub-Series Bond is placed on a property tax bill.

"Interest Rate" means, as to each Advance made hereunder, the rate determined as provided in Section 3.06(a) of the Indenture.

"Interest Rate Index" means: With respect to each Sub-Series Bond, the LIBOR Swap Rate corresponding to the applicable maturity as set forth in Exhibit F to the Indenture plus the additional amount applicable to the respective Sub-Series Bond as set forth in Exhibit F to the Indenture (the "Sub-Series Spread"), determined as of the date of the Financing Agreement associated with such Sub-Series Bond; provided that such rate shall be adjusted as follows: if the Qualifying Improvement is not completed within the period of time for holding the interest rate

as provided in the applicable Financing Agreement, the Interest Rate Index for such Sub-Series Bond shall be the applicable LIBOR Swap Rate plus the Sub-Series Spread, determined as of the date the Addendum to the Financing Agreement associated with such Sub-Series Bond is executed.

“LIBOR Swap Rate” means the rate per annum equal to the LIBOR Swap Rate corresponding to the applicable maturity as set forth in Exhibit F, published in the Wall Street Journal, or such similar service or publication as determined by the Purchaser, that displays the applicable LIBOR Swap Rate, determined monthly on the first day of each month, based on the applicable closing LIBOR Swap Rate on the previous Business Day. The monthly rate shall remain fixed for the entire month, except that if the applicable LIBOR Swap Rate rises by 0.10% over such monthly rate, the monthly rate may be adjusted upward to the new applicable LIBOR Swap Rate on the day after it was exceeded by 0.10%. The adjusted monthly rate shall remain in effect through the remainder of that month unless the applicable LIBOR Swap Rate rises by 0.10% over such adjusted monthly rate, in which case the monthly rate may be adjusted upward again to the new applicable LIBOR Swap Rate on the day after it was exceeded by 0.10%, and so on. On the first day of the next month, the process repeats with the rate recalculated on the first day of that next month. If the applicable LIBOR Swap Rate is discontinued or otherwise no longer available, the rate used shall be the rate determined by the Purchaser to be the closest equivalent widely-used industry benchmark rate to the applicable LIBOR Swap Rate, determined monthly on the first day of each month and adjusted as above set forth.

“Minimum Transfer Amount” means \$100,000.

“Principal Payment Date” means with respect to each Series 2016__ Sub-Series Bond, each June 30th, commencing on the June 30th following the first time the Assessment related to such Series 2016__ Sub-Series Bond is placed on a property tax bill.

“Program Administration Agreement” means the Third Party Administration Agreement, dated as of _____, 2014, between the Leon County Energy Improvement District and the Program Administrator.

“Program Administrator” means Ygrene Energy Fund Florida, LLC, as Program Administrator under the Program Administration Agreement, and any successor or replacement appointed by the District under the Program Administration Agreement.

“Purchaser” means Ygrene Energy Fund, Inc. (together with any successor thereto or replacement thereof appointed by the District under the Purchase Agreement).

“Purchase Agreement” means the Bond Purchase and Draw-Down Agreement, dated as of _____ 1, 2016, among the District, the Trustee, the Program Administrator, the Escrow Agent and the Purchaser.

General.

THIS DRAWDOWN BOND AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE OR TO CREATE IN ANY MANNER AN INDEBTEDNESS OR OBLIGATION OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, AND WILL NOT CONSTITUTE OR RESULT IN THE CREATION OF AN INDEBTEDNESS OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, BUT SHALL BE A LIMITED OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS PLEDGED THEREFOR AND SHALL NOT BE PAYABLE FROM ANY ASSETS OR FUNDS OF THE DISTRICT OTHER THAN THE REVENUES AND OTHER FUNDS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS BOND. THE DISTRICT HAS NO TAXING POWER.

THE OBLIGATIONS OF THE DISTRICT ON THIS DRAWDOWN BOND ARE EXPRESSLY LIMITED TO AND ARE PAYABLE SOLELY FROM (I) THE PAYMENTS MADE PURSUANT TO THE INDENTURE AND THE SECURITY THEREFOR PROVIDED THEREIN, AND (II) ANY ADDITIONAL SECURITY PROVIDED IN THE INDENTURE.

The Series 2016__ Bonds are issuable as one fully registered Drawdown Bond in the denomination of \$_____; however, the principal amount due thereon shall be only such amount as has been drawn down by the District, which shall not exceed \$_____ at any one time outstanding (except as otherwise specified in the Indenture). Each Advance made under this Drawdown Bond will be considered a Series 2016__ Sub-Series Bond and will be numbered consecutively from SUBR__-1 upward, followed by the Identifying Number (e.g. SUBR__-1-[insert Identifying Number]), on the books and records of the Trustee. The District, the Trustee, and any other person may treat the person in whose name this Drawdown Bond and any Series 2016A__ Sub-Series Bond is registered on the books of registry as the Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not such Bond be overdue, and no person shall be affected by notice to the contrary.

Interest Rates.

(a) General. The Series 2016__ Bonds shall bear interest on the outstanding principal amount, from time to time, at the Interest Rate determined and payable in the following manner.

(i) The Series 2016__ Sub-Series Bonds corresponding to each Advance shall have their own Interest Rates associated with them. On each date that an Advance is made hereunder, the Interest Rates on the amount Advanced (i.e., the interest rates on the Series 2016__ Sub-Series Bonds) shall be the Interest Rate Index as of such date, computed on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed, and shall be determined by the Purchaser. The Purchaser shall provide to the Trustee and the Program Administrator the Interest

Rates and Maturity Dates applicable to the Series 2016__ Sub-Series Bonds corresponding to each Advance in the Funding Notice and Requisition. Absent manifest error, the determination of the Interest Rates by the Purchaser shall be conclusive and binding upon the Owners, the Program Administrator, the District and the Trustee. The Interest Rates established for the Series 2016__ Sub-Series Bonds corresponding to each Advance shall be fixed for the entire term that the Financing Agreements associated with the Advance is in effect.

(ii) The amount of interest payable on each Interest Payment Date shall be the amount of interest accrued on the outstanding balance of the aggregate Advances made, as provided in the last sentence of this paragraph.. The Program Administrator shall calculate the amount of interest due on each Interest Payment Date (subtracting therefrom the amount of capitalized interest paid by the respective property owners on the date of project funding) and shall provide written notice of such amount, together with a breakdown of the amount applicable to each Series 2016__ Sub-Series Bond, to the Trustee at least five (5) Business Days prior to such Interest Payment Date. The amount of interest payable on each Series 2016__ Sub-Series Bond on each Interest Payment Date will be as follows: (A) on the first Interest Payment Date, the amount due from the date of the Advance for such Series 2016__ Sub-Series Bond through December 31 of the year of the first Interest Payment Date for such Series 2016__ Sub-Series Bond (less the amount of any capitalized interest paid to the Owner of such Series 2016__ Sub-Series Bonds); and (B) on each Interest Payment Date thereafter, the amount of interest accrued on the outstanding balance of such Advance from January 1 of the year in which the Interest Payment Date occurs through December 31 of such year.

(b) Usury. The District intends to conform strictly to the usury laws applicable to the Indenture and the Series 2016__ Bonds, and all agreements made in connection with the Indenture, the Series 2016__ Bonds and the Bond Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Owners as interest or the amounts paid for the use of money Advanced or to be Advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Indenture, the Series 2016__ Bonds or the other Bond Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Owners shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Owners, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the District.

Principal Payments. Principal of the Series 2016__ Bonds shall be payable on each Principal Payment Date and upon redemption or acceleration thereof. The amount of principal payable on each Principal Payment Date shall be (i) the amount of principal scheduled to be collected by the District from all of the annual Assessment payments made from the preceding Principal Payment Date to, but not including, the Principal Payment Date on which principal is being paid and (ii) upon redemption of any of the Series 2016__ Bonds, the principal amount being redeemed. The Program Administrator shall calculate the amount of principal due on each Principal Payment Date and shall provide written notice of such amount, together with a breakdown of the amount applicable to each Series 2016__ Sub-Series Bond, to the Trustee at least five (5) Business Days prior to such Principal Payment Date.

Security.

(a) Pursuant to the provisions of the Purchase Agreement and the Indenture, at least two (2) Business Days prior to the date when such funds will be Advanced hereunder, the Purchaser shall provide a Funding Notice and Requisition to the Program Administrator, the Escrow Agent and the Trustee, which shall contain, with respect to each property that is to receive funding thereunder (1) the date of the Advance, (2) the amount of the Advance, (3) the Identifying Number of the Financing Agreement associated with the Advance, (4) the Interest Rate and Maturity Date applicable to the Advance and the corresponding Series 2016__ Sub-Series Bond, (5) the year in which the first Bond Payment Date occurs and (6) the name of the Registered Owner of the Sub-Series Bond (collectively, the "Collateral Information"), as well as the schedule and direction to the Escrow Agent of payments to be made to the appropriate parties. A Funding Notice and Requisition may be submitted with respect to more than one property that is to receive financing.

(b) The Pledged Revenues, the funds in any segregated account of the Revenue Fund established pursuant to Section 6.05 of the Indenture, and the proceeds of the foregoing, are hereinafter collectively referred to as the "Matching Collateral" for such Series 2016__ Sub-Series Bond. The Matching Collateral constitutes the security for such Series 2016__ Sub-Series Bond.

(c) **THE MATCHING COLLATERAL FOR ANY SERIES 2016__ SUB-SERIES BOND WILL CONTINUE TO BE THE MATCHING COLLATERAL FOR SUCH SERIES 2016__ SUB-SERIES BOND UPON ANY TRANSFER OR EXCHANGE OF SUCH SERIES 2016__ SUB-SERIES BOND, AND SUCH SERIES 2016__ SUB-SERIES BOND SHALL HAVE NO LIEN ON, AND NO RIGHT TO PAYMENT FROM, ANY OTHER COLLATERAL HELD HEREUNDER. NO PORTION OF THE MATCHING COLLATERAL FOR ANY SERIES 2016A SUB-SERIES BOND MAY BE TRANSFERRED TO ANY OTHER SERIES 2016__ SUB-SERIES BOND.**

Registration and Transfer.

A Series 2016__ Sub-Series Bond may be transferred in whole by any Owner, or pledged in whole by any Owner as collateral for a loan, only as follows:

(a) to any subsidiary of the Owner, any Affiliate of the Owner, any entity arising out of any merger or consolidation of the Owner, or a trustee in bankruptcy of the Owner;

(b) to any "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended);

(c) to any bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any "accredited investor" or "qualified institutional buyer," each as defined in clause (b) above, or on its own behalf); or

(d) to any trust or custodial arrangement each of the beneficial owners of which, or owners of certificates issued thereby, is required to be an "accredited investor" or "qualified institutional buyer" (as defined in clause (b) above).

BY ITS ACQUISITION HEREOF, THE OWNER OF THIS BOND (A) REPRESENTS THAT IT IS AN ENTITY DESCRIBED IN THE PRECEDING PARAGRAPH, (B) AGREES THAT IT WILL NOT SELL OR OTHERWISE TRANSFER ANY SERIES 2016__ SUB-SERIES BOND EXCEPT AS PROVIDED IN THE INDENTURE, AND (C) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM ANY SERIES 2016__ SUB-SERIES BOND IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Any transfer (but not a pledge as collateral for a loan) of a Series 2016__ Sub-Series Bond described in clauses (b), (c) or (d) above shall be conditioned upon delivery by the proposed transferee to the Trustee of an investor letter in substantially the form set forth in Exhibit E to the Indenture; provided that once a particular entity has delivered such an investor letter in connection with a purchase of Series 2016__ Bonds, it shall not be required to deliver another investor letter in connection with a subsequent purchase of Series 2016__ Bonds, unless such legal entity has changed.

No Series 2016__ Sub-Series Bond may be transferred unless:

(i) the Outstanding principal amount of such Series 2016__ Sub-Series Bond equals or exceeds the Minimum Transfer Amount; or

(ii) such Series 2016__ Sub-Series Bond is being transferred to a single investor meeting the requirements of clauses (a), (b), (c) or (d) above simultaneously with the transfer to such investor of other Sub-Series Bonds, and the aggregate Outstanding principal amount of all of such Sub-Series Bonds being transferred equals or exceeds the Minimum Transfer Amount; or

(iii) the transferee already owns Sub-Series Bonds the aggregate Outstanding principal amount of which equals or exceeds the Minimum Transfer Amount prior to such transfer.

The provisions of this paragraph shall not apply to a pledge of a Series 2016__ Sub-Series Bond in whole by any Owner as collateral for a loan. Any Series 2016__ Sub-Series Bond may be pledged in whole by any Owner as collateral for a loan regardless of the Outstanding principal amount of the Series 2016__ Sub-Series Bond.

Mandatory Redemption.

(a) Each Series 2016__ Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in part on each Principal Payment Date, after and to the extent that the Trustee receives the annual Assessment payment for the related Assessment, at a redemption price equal to the principal amount paid on the Assessment in accordance with the payment schedule for the Assessment, together with accrued interest to the date of redemption. Prior to any such redemption, the Program Administrator will have provided to the Trustee the applicable information described in the preceding sentence. The Trustee shall thereupon note on its books the portion of the Series 2016__ Sub-Series Bond that has been redeemed.

(b) Each Series 2016__ Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in whole on any date, after and to the extent that the Trustee receives a prepayment of a related Assessment, at a redemption price equal to the principal amount paid on the Assessment being prepaid, together with accrued interest to the date of redemption. Prior to any such redemption, the Program Administrator shall provide to the Trustee the applicable Collateral Information related to such prepayment. The Trustee shall thereupon (i) note on its books that the Series 2016__ Sub-Series Bond has been redeemed in full and (ii) cancel such Series 2016__ Sub-Series Bond.

Enforcement. Only the Owner of each Series 2016__ Sub-Series Bond shall have the right to direct the Trustee to enforce the provisions of its Series 2016__ Sub-Series Bond or the Indenture or to institute any action to enforce the covenants herein or therein related to such Series 2016__ Sub-Series Bond, or to take any action with respect to any Event of Default under the Indenture related to such Series 2016__ Sub-Series Bond, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Discharge. The Indenture prescribes the manner in which it may be discharged and after which the Series 2016 Bonds shall be deemed to be paid and no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Bonds and of such payment.

Modifications. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Drawdown Bond shall not be valid or obligatory for any purpose until it shall have been signed on behalf of the District and such signature attested, by the officer, and in the manner, provided in the Indenture, and authenticated by a duly authorized officer of the Trustee, as Authenticating Agent.

It is hereby certified and recited that all conditions, acts and things required by the statutes of the State or by the Act or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Drawdown Bond exist, have happened and have been performed and that the issue of the Series 2016 Bonds is within every debt and other limit prescribed by said statutes.

In the event of any inconsistency between the provisions of this Drawdown Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

IN WITNESS WHEREOF, the Leon County Energy Improvement District has caused this Bond to be executed in its name by the manual or facsimile signature of its Chairman, and attested by the manual or facsimile signature of its _____.

LEON COUNTY ENERGY IMPROVEMENT
DISTRICT

By: _____
Chairman

Attest: _____

CERTIFICATE OF VALIDATION

This Bond was validated by judgment of the Circuit Court for Leon County, Florida rendered on March 10, 2014.

LEON COUNTY ENERGY IMPROVEMENT DISTRICT

By: _____
Chairman

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture and issued under the provisions of the within mentioned Indenture.

_____, as Trustee

By: _____
Authorized Officer

Date of Authentication:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bonds in the books kept by the Leon County Energy Improvement District for the registration thereof, with full power of substitution in the premises.

Date: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under
Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____

Payment: _____

Date: _____

Assignee: _____

By: _____

Title: _____

SCHEDULE A

SCHEDULE OF DRAWINGS

Date of Draw

Amount of Draw

SCHEDULE B

SCHEDULE OF TRANSFERS

Date of Transfer

Series 2016 Sub-Series Bond Transferred

EXHIBIT B
FORMS OF SUB-SERIES BONDS

[text begins on following page]

EXHIBIT B-1

FORM OF SERIES 2016 SUB-SERIES BOND

SUBJECT TO THE EXCEPTIONS SET FORTH IN SECTION 3.10 OF THE INDENTURE (HEREINAFTER DEFINED), THE PURCHASER OF THIS BOND MUST BE AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933, AND WILL BE REQUIRED TO EXECUTE AND DELIVER AN INVESTMENT LETTER THAT WILL, AMONG OTHER THINGS RESTRICT TRANSFER OF THIS BOND.

LEON COUNTY ENERGY IMPROVEMENT DISTRICT
TAXABLE REVENUE BONDS
SUB-SERIES 2016__

No.: SUBR__-__-[insert Identifying Number]
Dated Date: _____, 20__
Principal Amount: \$_____
Registered Owner: _____
Maturity Date: _____, 20__
Interest Rate: _____%

Leon County Energy Improvement District (hereinafter called the "District"), a dependent special district, for value received hereby promises to pay (but only from the sources and as hereinafter provided) to the Registered Owner specified above, or registered assigns (the "Owner"), (i) the Principal Amount specified above on the Maturity Date specified above, or earlier as provided herein, and (ii) interest on said Principal Amount until the Principal Amount is paid or discharged, at the Interest Rate per annum specified above.

The principal of and interest on this Series 2016__ Sub-Series Bond shall be payable in lawful money of the United States of America by check or draft of the Trustee mailed by first-class mail to the Owner of this Series 2016__ Sub-Series Bonds at the address appearing on the records of the Trustee; provided, however, that the payment to any Owner of the Series 2016__ Sub-Series Bonds shall, upon written request of such Owner, be transmitted by the Trustee by wire transfer or other means requested in writing by the Owner.

This Bond is one of an authorized series of Bonds of the District designated Leon County Energy Improvement District Taxable Revenue Bonds, Series 2016__, and issued in the aggregate principal amount of not exceeding \$_____ (except as otherwise specified in the Indenture) outstanding from time to time (the "Series 2016__ Bonds"), for the purpose of providing funds to finance the cost of "qualifying improvements" as defined in Section 163.08,

Florida Statutes, as amended, to generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property (“Qualifying Improvements”), for use by property owners within the jurisdiction of the District (each a “Property Owner” and collectively the “Property Owners”) desiring such improvements and who are willing to enter into an Agreement to Pay Assessments and Finance Qualifying Improvements (each a “Financing Agreement” and collectively the “Financing Agreements”) with the District and agree to impose non-ad valorem assessments which shall run with the land on their respective properties (each an “Assessment” and collectively the “Assessments”).

The Series 2016__ Bonds were issued as one fully registered Drawdown Bond (the “Drawdown Bond”) in the denomination of \$____; however, the principal amount due thereon shall be only such amount as has been drawn down by the District, which shall not exceed \$____ at any one time outstanding (except as otherwise specified in the Indenture). Each Advance made under the Drawdown Bond is considered a Series 2016__ Sub-Series Bond (each a “Series 2016__ Sub-Series Bond”), is separately certificated as a Series 2016__ Sub-Series Bond, and is numbered consecutively from SUBR__-1 upward, followed by the Identifying Number (e.g. SUBR__-1-[insert Identifying Number]), on the books and records of the Trustee. This Bond is one of the Series 2016__ Sub-Series Bonds.

The District, the Trustee, and any other person may treat the person in whose name this Series 2016__ Sub-Series Bond is registered on the books of registry as the Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not such Bond be overdue, and no person shall be affected by notice to the contrary.

This Series 2016__ Sub-Series Bond is issued under and pursuant to the Trust Indenture dated as of ____ 1, 2016 between the District and Zions First National Bank (the “Trustee”) (as amended and supplemented from time to time, the “Indenture”), and the Act (as that term is defined in the Indenture), and represents an Advance under the Drawdown Bond. Reference is made to the Indenture and the Act for a full statement of their respective terms.

The Indenture authorized eleven (11) separate series of drawdown bonds to be issued thereunder, designated Series 2016A, Series 2016B, Series 2016C, Series 2016D, Series 2016E, Series 2016F, Series 2016G, Series 2016H, Series 2016I, Series 2016J and Series 2016K. The Sub-Series Bonds issued under each series of Series 2016 Drawdown Bond are collectively referred to herein as the “Sub-Series Bonds.”

The Series 2016__ Sub-Series Bonds issued under the Indenture are all of like tenor, except as to numbers and denominations, and specific security. Pursuant to the Indenture, the District has agreed to make payments to the Trustee in amounts equal to amounts of principal of and interest on the Series 2016__ Sub-Series Bonds.

Defined Terms.

The following capitalized terms, as used in this Series 2016__ Sub-Series Bond, shall have the meanings specified below unless the context otherwise shall require. All other

capitalized terms used herein and not otherwise defined herein have the respective meanings accorded such terms in the Indenture, which is hereby incorporated herein by reference.

“Advance” means each payment by the Purchaser of a portion of the purchase price of the Drawdown Bond in accordance with the terms of the Purchase Agreement.

“Advanced” means that an Advance has been made.

“Advances” means more than one Advance.

“Escrow Agent” means Cortland Capital Market Services LLC, as Escrow Agent under the Purchase Agreement, and any successor or replacement appointed by the District.

“Interest Payment Date” means each June 30th, commencing on June 30, 20__.

“Minimum Transfer Amount” means \$100,000.

“Principal Payment Date” means each June 30th, commencing on June 30, 20__.

“Program Administration Agreement” means the Third Party Administration Agreement, dated as of August 16, 2011, between the Town of Cutler Bay, Florida and the Program Administrator.

“Program Administrator” means Ygrene Energy Fund Florida, LLC, as Program Administrator under the Program Administration Agreement, and any successor or replacement appointed by the District under the Program Administration Agreement.

“Purchaser” means Ygrene Energy Fund, Inc. (together with any successor thereto or replacement thereof appointed by the District under the Purchase Agreement).

“Purchase Agreement” means the Bond Purchase and Draw-Down Agreement, dated as of _____ 1, 2016, among the District, the Trustee, the Program Administrator, the Escrow Agent and the Purchaser.

General.

THIS SERIES 2016__ SUB-SERIES BOND AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE OR TO CREATE IN ANY MANNER AN INDEBTEDNESS OR OBLIGATION OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, AND WILL NOT CONSTITUTE OR RESULT IN THE CREATION OF AN INDEBTEDNESS OF THE STATE, OR ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF, BUT SHALL BE A LIMITED OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS PLEDGED THEREFOR AND SHALL NOT BE PAYABLE FROM ANY ASSETS OR FUNDS OF THE DISTRICT OTHER THAN THE REVENUES AND OTHER FUNDS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, OR

ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS SERIES 2016__ SUB-SERIES BOND. THE DISTRICT HAS NO TAXING POWER.

THE OBLIGATIONS OF THE DISTRICT ON THIS SERIES 2016__ SUB-SERIES BOND ARE EXPRESSLY LIMITED TO AND ARE PAYABLE SOLELY FROM (I) THE PAYMENTS MADE PURSUANT TO THE INDENTURE AND THE SECURITY THEREFOR PROVIDED THEREIN, AND (II) ANY ADDITIONAL SECURITY PROVIDED IN THE INDENTURE.

Interest Payments.

(a) General. This Series 2016__ Sub-Series Bond shall bear interest on the outstanding principal amount, from time to time, at the Interest Rate specified above, payable on each Interest Payment Date as follows: (A) on the first Interest Payment Date, the amount due from the date of the Advance for this Series 2016__ Sub-Series Bond through December 31 of the year of the first Interest Payment Date (less the amount of any capitalized interest paid to the Owner of this Series 2016__ Sub-Series Bond); and (B) on each Interest Payment Date thereafter, the amount of interest accrued on the outstanding balance of such Advance from January 1 of the year in which the Interest Payment Date occurs through December 31 of such year.

(b) Usury. The District intends to conform strictly to the usury laws applicable to the Indenture and the Series 2016__ Bonds, and all agreements made in connection with the Indenture, the Series 2016__ Bonds and the Bond Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Owners as interest hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Indenture, the Series 2016__ Bonds or the other Bond Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Owners shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Owners, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the District.

Principal Payments. Principal of this Series 2016__ Sub-Series Bond shall be payable on each Principal Payment Date and upon redemption or acceleration thereof. The amount of principal payable on each Principal Payment Date shall be (i) the amount of principal scheduled to be collected by the District from the annual Assessment payment associated with this Series 2016__ Sub-Series Bond made from the preceding Principal Payment Date to, but not including, the Principal Payment Date on which principal is being paid and (ii) upon redemption of this Series 2016__ Sub-Series Bond, the principal amount being redeemed.

Security.

The Pledged Revenues, the funds in any segregated account of the Revenue Fund established pursuant to Section 6.05 of the Indenture, and the proceeds of the foregoing, are hereinafter collectively referred to as the "Matching Collateral" for this Series 2016__ Sub-Series Bond. The Matching Collateral constitutes the security for this Series 2016__ Sub-Series Bond.

THE MATCHING COLLATERAL FOR THIS SERIES 2016__ SUB-SERIES BOND WILL CONTINUE TO BE THE MATCHING COLLATERAL FOR SUCH SERIES 2016__ SUB-SERIES BOND UPON ANY TRANSFER OR EXCHANGE OF THIS SERIES 2016__ SUB-SERIES BOND, AND THIS SERIES 2016__ SUB-SERIES BOND SHALL HAVE NO LIEN ON, AND NO RIGHT TO PAYMENT FROM, ANY OTHER COLLATERAL HELD UNDER THE INDENTURE. NO PORTION OF THE MATCHING COLLATERAL FOR ANY SERIES 2016__ SUB-SERIES BOND MAY BE TRANSFERRED TO ANY OTHER SERIES 2016__ SUB-SERIES BOND.

Registration and Transfer.

This Series 2016__ Sub-Series Bond may be transferred in whole by any Owner, or pledged in whole by any Owner as collateral for a loan, only as follows:

- (a) to any subsidiary of the Owner, any Affiliate of the Owner, any entity arising out of any merger or consolidation of the Owner, or a trustee in bankruptcy of the Owner;
- (b) to any "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended);
- (c) to any bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any "accredited investor" or "qualified institutional buyer," each as defined in clause (b) above, or on its own behalf); or
- (d) to any trust or custodial arrangement each of the beneficial owners of which, or owners of certificates issued thereby, is required to be an "accredited investor" or "qualified institutional buyer" (as defined in clause (b) above).

BY ITS ACQUISITION HEREOF, THE OWNER OF THIS SERIES 2016__ SUB-SERIES BOND (A) REPRESENTS THAT IT IS AN ENTITY DESCRIBED IN THE PRECEDING PARAGRAPH, (B) AGREES THAT IT WILL NOT SELL OR OTHERWISE TRANSFER THIS SERIES 2016__ SUB-SERIES BOND EXCEPT AS PROVIDED IN THE INDENTURE, AND (C) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SERIES 2016__ SUB-SERIES BOND IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Any transfer (but not a pledge as collateral for a loan) of a Series 2016__ Sub-Series Bond described in clauses (b), (c) or (d) above shall be conditioned upon delivery by the proposed transferee to the Trustee of an investor letter in substantially the form set forth in Exhibit E to the Indenture; provided that once a particular entity has delivered such an investor letter in connection with a purchase of Series 2016__ Bonds, it shall not be required to deliver another investor letter in connection with a subsequent purchase of Series 2016__ Bonds, unless such legal entity has changed.

This Series 2016__ Sub-Series Bond may not be transferred unless:

(i) the Outstanding principal amount of this Series 2016__ Sub-Series Bond equals or exceeds the Minimum Transfer Amount; or

(ii) this Series 2016__ Sub-Series Bond is being transferred to a single investor meeting the requirements of clauses (a), (b), (c) or (d) above simultaneously with the transfer to such investor of other Sub-Series Bonds, and the aggregate Outstanding principal amount of all of such Sub-Series Bonds being transferred equals or exceeds the Minimum Transfer Amount; or

(iii) the transferee already owns Sub-Series Bonds the aggregate Outstanding principal amount of which equals or exceeds the Minimum Transfer Amount prior to such transfer.

The provisions of this paragraph shall not apply to a pledge of this Series 2016__ Sub-Series Bond in whole by any Owner as collateral for a loan. This Series 2016__ Sub-Series Bond may be pledged in whole by any Owner as collateral for a loan regardless of the Outstanding principal amount of this Series 2016__ Sub-Series Bond.

Mandatory Redemption.

(a) This Series 2016__ Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in part on each Principal Payment Date, after and to the extent that the Trustee receives the annual Assessment payment for the related Assessment, at a redemption price equal to the principal amount paid on the Assessment in accordance with the payment schedule for the Assessment, together with accrued interest to the date of redemption.

(b) This Series 2016__ Sub-Series Bond shall be subject to mandatory redemption, and shall be redeemed prior to maturity, in whole on any date, after and to the extent that the Trustee receives a prepayment of the related Assessment, at a redemption price equal to the principal amount paid on the Assessment being prepaid, together with accrued interest to the date of redemption.

Enforcement. Only the Owner of this Series 2016__ Sub-Series Bond shall have the right to direct the Trustee to enforce the provisions of this Series 2016__ Sub-Series Bond or the

Indenture or to institute any action to enforce the covenants herein or therein related to this Series 2016__ Sub-Series Bond, or to take any action with respect to any Event of Default under the Indenture related to this Series 2016__ Sub-Series Bond, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Discharge. The Indenture prescribes the manner in which it may be discharged and after which the Series 2016 Bonds shall be deemed to be paid and no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Bonds and of such payment.

Modifications. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Series 2016__ Sub-Series Bond shall not be valid or obligatory for any purpose until it shall have been signed on behalf of the District and such signature attested, by the officer, and in the manner, provided in the Indenture, and authenticated by a duly authorized officer of the Trustee, as Authenticating Agent.

It is hereby certified and recited that all conditions, acts and things required by the statutes of the State or by the Act or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Drawdown Bond exist, have happened and have been performed and that the issue of this Series 2016__ Sub-Series Bond is within every debt and other limit prescribed by said statutes.

In the event of any inconsistency between the provisions of this Series 2016__ Sub-Series Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

IN WITNESS WHEREOF, the Leon County Energy Improvement District has caused this Bond to be executed in its name by the manual or facsimile signature of its Chairman, and attested by the manual or facsimile signature of its _____.

LEON COUNTY ENERGY IMPROVEMENT
DISTRICT

By: _____
Chairman

Attest: _____

B-8

CERTIFICATE OF VALIDATION

This Bond was validated by judgment of the Circuit Court for Leon County, Florida rendered on March 10, 2014.

LEON COUNTY ENERGY IMPROVEMENT
DISTRICT

By: _____
Chairman

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture and issued under the provisions of the within mentioned Indenture.

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication: _____

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bonds in the books kept by the Leon County Energy Improvement District for the registration thereof, with full power of substitution in the premises.

Date: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice:	_____	Payment:	_____
	_____		_____
	_____		_____

Date: _____

Assignee: _____

By: _____

Title: _____

EXHIBIT C

FORM OF FUNDING NOTICE AND REQUISITION

Leon County Energy Improvement District
Taxable Revenue Bonds

Dated: _____, 20__ Drawdown Bond(s) to which this Notice Applies:
Series 2016__
Funding Notice and Requisition No. _____

TO: Zions Bank, a division of ZB, National Association, as Trustee (the "Trustee") under the Trust Indenture (the "Indenture"), dated as of _____ 1, 2016, with the Leon County Energy Improvement District (the "District"), Ygrene Energy Fund Florida, LLC, as Program Administrator (the "Program Administrator"), and Cortland Capital Market Services LLC, as Escrow Agent (the "Escrow Agent"), under the Bond Purchase and Draw-Down Agreement (the "Purchase Agreement"), dated as of _____ 1, 2016, among the District, the Trustee, the undersigned, as Purchaser, the Program Administrator, and the Escrow Agent.

This Funding Notice and Requisition is made pursuant to Section 3.05(b) of the Indenture to provide the Property Owners that executed the Financing Agreements, as identified on the attached spreadsheet, with the funds required by such Financing Agreements. All capitalized terms used herein and not otherwise defined herein have the respective meanings accorded such terms in the Indenture.

(1) We hereby notify you that the Escrow Agent will be receiving an Advance under the Indenture on _____, 20__ in connection with the properties identified on the attached Schedule C-1. Schedule C-1 specifies the following information with respect to each particular property (such information is collectively the "Collateral Information" for the property as required by Section 3.05(d) of the Indenture and Section [4.01(C)] of the Purchase Agreement):

Date of Advance

Amount of Advance

Identifying Number of Financing Agreement to which Advance applies

C-1

Interest Rate on Advance and corresponding Sub-Series Bond

Maturity Date of corresponding Sub-Series Bond

The year in which the first Bond Payment Date occurs

The name of the Registered Owner of the Sub-Series Bond

(2) The Escrow Agent is hereby directed to apply the Advance when received as indicated in Schedule C-1 with respect to each property.

(3) Construction of the Qualifying Improvements with respect to each property for which this Funding Notice and Requisition applies have been completed to the satisfaction of the Program Administrator, and payment to the contractor(s) therefor is due and payable. The obligations for which such payments are requested were properly incurred and have not been the basis of a previous Advance.

YGRENE ENERGY FUND INC., as Purchaser

By: _____

Title: _____

INFORMATION TO BE INCLUDED IN SCHEDULE C-1
FOR EACH PROPERTY FINANCED BY THE ADVANCE

Collateral Information

Bond Series to which each Advance Applies: _____

Date of Advance: _____

Amount of Advance: \$_____

Identifying Number of Financing Agreement to which Advance applies:

Interest Rate on Advance and corresponding Sub-Series Bond: _____%

Maturity Date of corresponding Sub-Series Bond: _____

The year in which the first Bond Payment Date occurs: _____

The name of the Registered Owner of the Sub-Series Bonds:

Payment Information

- (a) Amount to be remitted to the Program Administrator for payment of administrative expenses of the Program
- (b) Payment amounts and payment instructions for the persons or companies to be paid

EXHIBIT D

FORM OF INVESTOR LETTER

(from purchaser of Drawdown Bonds)

_____, 20__

Leon County Energy Improvement District

Tallahassee, Florida ____
Attention: Chairman

Zions Bank, a division of ZB, National Association, Trustee
530 South Hope Street, Suite 2650
Los Angeles, California 90071
Attention: Corporate Trust Department

Re: Leon County Energy Improvement District Taxable Revenue Bonds, Series
2016__

Ladies and Gentlemen:

The above-referenced bonds (the "Series 2016__ Bonds") are being issued initially as one Drawdown Bond (the "Drawdown Bond") in the denomination of \$_____. Each Advance made under the Drawdown Bond is considered a Sub-Series Bond (each, a "Series 2016__ Sub-Series Bond"). The undersigned (the "Purchaser") is, on the date hereof, purchasing \$_____ in aggregate principal amount of the Drawdown Bond.

The undersigned acknowledges that the Series 2016__ Bonds were issued for the purpose of financing the cost of "qualifying improvements" as defined in Section 163.08, Florida Statutes, as amended, to generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property, for use by property owners within the jurisdiction of the District desiring such improvements and who are willing to enter into an Agreement to Pay Assessments and Finance Qualifying Improvements with the District and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties, as more particularly described in that certain Trust Indenture dated as of _____, 2016 (the "Indenture"), between the Leon County Energy Improvement District (the "District") and _____, as trustee (the "Trustee"). The undersigned further acknowledges that each Series __ Sub-Series Bond will be secured solely by the Matching

D-1

Collateral (defined below), and will be not be cross-collateralized or cross-defaulted with any other Series 2016__ Sub-Series Bond.

In connection with the purchase of the Drawdown Bond by the Purchaser, the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser has authority to purchase the Drawdown Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Drawdown Bond.

2. The Purchaser is (i) an “accredited investor” (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or a “qualified institutional buyer” (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended), (ii) a bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any “accredited investor” or “qualified institutional buyer,” each as defined in clause (i), or on its own behalf); or (iii) a trust or custodial arrangement each of the beneficial owners of which, or owners of certificates issued thereby, is required to be an accredited investor or qualified institutional buyer. Further, the Purchaser is not a natural person and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other debt obligations, to be able to evaluate the risks and merits of the investment represented by the Drawdown Bond.

3. The Drawdown Bond is being acquired by the Purchaser for investment and not with a view to, or for resale in connection with, any distribution of the Drawdown Bond. The Purchaser intends to sell or transfer Series 2016__ Sub-Series Bonds, strictly in accordance with the restrictions contained in and as permitted by the terms of the Indenture, which include, among other things, a restriction on the sale thereof only to institutions satisfying the requirements described in Paragraph 2, restrictions as described in Paragraph 7, and sales only in Minimum Transfer Amounts (as defined in the Indenture). The Purchaser understands that it may need to bear the risks of its investment in the Drawdown Bond and in Series 2016__ Sub-Series Bonds for an indefinite time, since any sale prior to maturity may not be possible.

4. The Purchaser understands that the Drawdown Bond and the Series 2016__ Sub-Series Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Drawdown Bond and the Series 2016__ Sub-Series Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which will not be readily marketable.

5. The Purchaser understands that (a) the Drawdown Bond and the Series 2016__ Sub-Series Bonds are not secured by any pledge of any moneys received or to be received from taxation by Leon County, Florida, the State of Florida or any political subdivision thereof, and that the District has no taxing power, (b) the Drawdown Bond and the Series __ Sub-Series

Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the District, Leon County, Florida, the State of Florida or any political subdivision thereof, and (c) the liability of the District with respect to the Drawdown Bond and each Series 2016__ Sub-Series Bond is limited to the Matching Collateral (as defined in the Indenture) as set forth in the Indenture.

6. The Purchaser acknowledges that the District has not prepared an offering document with respect to the Drawdown Bond or the Series 2016__ Sub-Series Bonds, and that the Drawdown Bond and the Series 2016__ Sub-Series Bonds are not and will not be rated.

7. Subject to the exceptions set forth in Section 3.10 of the Indenture, the Purchaser acknowledges that it has the right to sell and transfer a Series 2016__ Sub-Series Bond in whole but not in part, in accordance with the terms of the Indenture, subject to the delivery to the Trustee of an investor's letter from the transferee in substantially the form attached to the Indenture as Exhibit E, with no revisions except as may be approved in writing by the District.

8. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

YGRENE ENERGY FUND, INC.

By: _____
Signature

Printed Name

Title

EXHIBIT E

FORM OF INVESTOR LETTER

(from investors in Sub-Series Bonds)

_____, 20__

Leon County Energy Improvement District

Tallahassee, Florida
Attention: Chairman

Zions Bank, a division of ZB, National Association, Trustee
530 South Hope Street, Suite 2650
Los Angeles, California 90071
Attention: Corporate Trust Department

Re: Leon County Energy Improvement District Taxable Revenue Bonds, Series
2016__

Ladies and Gentlemen:

The above-referenced bonds (the "Series 2016__ Bonds") were issued initially as one Drawdown Bond (the "Drawdown Bond") in the denomination of \$_____. Each Advance made under the Drawdown Bond is considered a Series 2016__ Sub-Series Bond (each, a "Series 2016__ Sub-Series Bond"). The undersigned (the "Investor") is, on the date hereof, purchasing \$_____ in aggregate principal amount of Series 2016__ Sub-Series Bonds.

The undersigned acknowledges that the Series 2016__ Bonds were issued for the purpose of financing the cost of "qualifying improvements" as defined in Section 163.08, Florida Statutes, as amended, to generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property, for use by property owners within the jurisdiction of the District desiring such improvements and who are willing to enter into an Agreement to Pay Assessments and Finance Qualifying Improvements with the District and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties, as more particularly described in that certain Trust Indenture dated as of _____ 1, 2016 (the "Indenture"), between Leon County Energy Improvement District (the "District") and Zions Bank, a division of ZB, National Association, as trustee (the "Trustee"). The undersigned further acknowledges that each Series 2016__ Sub-Series Bond will be secured solely by the Matching Collateral (defined below), and will be not be cross-collateralized or cross-defaulted with any other Series 2016__ Sub-Series Bond.

E-1

The Indenture authorized eleven (11) separate series of drawdown bonds to be issued thereunder, designated Series 2016A, Series 2016B, Series 2016C, Series 2016D, Series 2016E, Series 2016F, Series 2016G, Series 2016H, Series 2016I, Series 2016J and Series 2016K. The Sub-Series Bonds issued under each series of Series 2016 Drawdown Bond are collectively referred to herein as the “Sub-Series Bonds.”

The Investor may make future purchases of Sub-Series Bonds in varying amounts. This letter will apply to the purchase being made today and to all such future purchases of Sub-Series Bonds without delivery of separate letters for each future purchase.

In connection with the purchase of the Series 2016__ Sub-Series Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Series 2016__ Sub-Series Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Series 2016__ Sub-Series Bonds.

2. The Investor is (i) an “accredited investor” (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or a “qualified institutional buyer” (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended), (ii) a bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any “accredited investor” or “qualified institutional buyer,” each as defined in clause (i), or on its own behalf); or (iii) a trust or custodial arrangement each of the beneficial owners of which, or owners of certificates issued thereby, is required to be an accredited investor or qualified institutional buyer. Further, the Investor is not a natural person and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other debt obligations, to be able to evaluate the risks and merits of the investment represented by the Series 2016__ Sub-Series Bonds.

3. The Series 2016__ Sub-Series Bonds will be acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Series __ Sub-Series Bonds, and the Investor does not intend at this time to dispose of any Series 2016__ Sub-Series Bond, except in accordance with the restrictions contained in and as permitted by the terms of the Indenture. The Investor understands that it has the right to transfer a Series 2016__ Sub-Series Bond only in whole but not in part. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Series 2016__ Sub-Series Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Series 2016__ Sub-Series Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not be readily

marketable.

5. The Investor understands that (a) the Series 2016__ Sub-Series Bonds are not secured by any pledge of any moneys received or to be received from taxation by Leon County, Florida, the State of Florida or any political subdivision thereof, and that the District has no taxing power, (b) the Series 2016__ Sub-Series Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the District, Leon County, Florida, the State of Florida or any political subdivision thereof, and (c) the liability of the District with respect to each Series 2016__ Sub-Series Bonds is limited to the Matching Collateral (defined below) as set forth in the Indenture.

6. Each Series 2016__ Sub-Series Bond now or hereafter acquired by the Investor is secured solely by the Matching Collateral for such Series 2016__ Sub-Series Bond, as further described in the Indenture (the "Matching Collateral"). A listing of the Matching Collateral for each Series 2016__ Sub-Series Bond is maintained by the Program Administrator, and the Investor acknowledges that it will receive written confirmation from the Trustee listing the Matching Collateral for each Series 2016__ Sub-Series Bond prior to such Series 2016__ Sub-Series Bond being acquired by the Investor. The Investor understands that payments of principal of and interest on each Series 2016__ Sub-Series Bond acquired by the Investor will be made solely from the Matching Collateral for each such Series 2016__ Sub-Series Bond, and that no Series 2016__ Sub-Series Bond has a lien on, or right to payment from, the Matching Collateral for any other Sub-Series Bond.

7. The Investor acknowledges that the District has not prepared an offering document with respect to the Series 2016__ Bonds or any Series 2016__ Sub-Series Bond, and that the Series 2016 Bonds and the Series 2016__ Sub-Series Bonds are not and will not be rated.

8. Subject to the exceptions set forth in Section 3.10 of the Indenture, the Investor acknowledges that it has the right to sell and transfer a Series 2016__ Sub-Series Bond in whole but not in part, in accordance with the terms of the Indenture, subject to the delivery to the Trustee of an investor's letter from the transferee in substantially the form attached to the Indenture as Exhibit E, with no revisions except as may be approved in writing by the District.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

By: _____
Signature

Printed Name

Title

E-4

EXHIBIT F
INTEREST RATES

<u>Bond Series</u>	<u>Interest Rate Formula</u>
Series 2016A	12yr Libor swap + 5.60*
Series 2016B	9yr Libor swap+ 5.60
Series 2016C	6yr Libor swap+ 5.60
Series 2016D	6yr Libor swap+ 5.35
Series 2016E	6yr Libor swap+ 5.10
Series 2016F	3yr Libor swap+ 5.60
Series 2016G	3yr Libor swap+ 5.35
Series 2016H	3yr Libor swap+ 5.10
Series 2016I	3yr Libor swap+ 4.85
Series 2016J	3yr Libor swap+ 4.60
Series 2016K	No formula; price set by Program Administrator**

*Actual rate spread for this Series will be determined on the initial closing date of such Series, such that the interest rate is equal to the Florida statutory bond rate cap (i.e., 30-year U.S. Treasury rate plus 5%).

**Series 2016K to be used only in the event that exemption to the statutory bond rate cap occurs; Program Administrator would apply a rate to each Series 2016K sub-series bond issued in accordance with the rates then in effect in the Program Guidelines.

RESOLUTION NO. 09-08

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AUTHORIZING EXECUTION OF A JOINDER TO INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA AND THE FLORIDA DEVELOPMENT FINANCE CORPORATION FOR THE PURPOSE OF AUTHORIZING THE FLORIDA DEVELOPMENT FINANCE CORPORATION TO EXERCISE ITS POWER AND AUTHORITY WITHIN THE CORPORATE LIMITS OF LEON COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 93-187, *Laws of Florida*, (1993) the Legislature of the State of Florida adopted the Florida Development Finance Corporation Act of 1994 (the "Act"); and,

WHEREAS, pursuant to the provisions of the Act and, in particular, Section 288.9604, *Florida Statutes* (1993), a corporation known as the Florida Development Finance Corporation (the "FDFC") was created as a body corporate and politic of the State of Florida upon a finding of necessity by Orange County, Florida ("Orange County"), a county of the State of Florida, which county was selected by a search committee of the Board of Directors of Enterprise Florida Capital Partnership, Inc., pursuant to Resolution No. 94-M-21 of the Board of County Commissioners of Orange County, Florida; and,

WHEREAS, the Act further provides that, to efficiently and effectively achieve the purposes of the Act, it is necessary and in the public interest that the FDFC cooperate and act in conjunction with the public agencies of the State of Florida and local governments of the State of Florida through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"); and,

WHEREAS, Orange County and the FDFC have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"), a copy of which is attached hereto as Annex I, pursuant to which Orange County granted the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the

exercise of such powers is consistent with the purposes of the Act) for the FDFC within the respective corporate limits of Orange County; and,

WHEREAS, the Interlocal Agreement provides that any other public agency (as defined in the Act) may join in the Interlocal Agreement at any time hereafter for the purpose of granting the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) for the FDFC within the corporate limits of such public agency by the execution of an addendum to the Interlocal Agreement in the form of Exhibit "A" attached thereto; and,

WHEREAS, in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of Leon County, Florida, including without limitation the issuance of the Bonds to finance projects, the Board wishes to authorize the execution of an addendum to the Interlocal Agreement in the form of Exhibit "A" attached hereto;

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

Section 1. *Findings and Declaration of Necessity.* The Board finds and declares that:

a. There is a need to enhance economic activity in the cities and counties of the State by attracting manufacturing, development, business enterprise management, and other activities conducive to economic promotion in order to provide a stronger, more balanced, and stable economy in the cities and counties of the state.

b. A significant portion of the businesses located in the cities and counties of the state, or desiring to locate in the cities and counties of the state, encounter difficulty in obtaining financing or are unable to obtain financing at all.

c. The difficulty in obtaining such financing impairs the expansion of the economic activity and the creation of jobs and income in communities throughout the state.

d. The businesses most often affected by these financing difficulties are small businesses critical to the economic development of the cities and counties of Florida.

e. The economic well-being of the people in, and the commercial and industrial resources of, the cities and counties of the state would be enhanced by the provision of financing to businesses on terms competitive with those available in the most developed financial markets world-wide.

f. In order to improve the prosperity and stimulate development and advance the business prosperity and economic welfare of the cities and counties of this state and its inhabitants; to encourage and assist new business and industry in this state through loans, investments, or other business transactions; to rehabilitate and assist existing businesses; to stimulate and assist in the expansion of all kinds of business activity; and to create maximum opportunities for employment, encouragement of thrift, and improvement of the standard of living of the citizens of Florida, it is necessary and in the public interest to facilitate the cooperation and action between organizations, public and private, in the promotion, development, and conduct of all kinds of business activity in the state.

g. In order to promote and stimulate development and advance the business prosperity and economic welfare of the cities and counties of this state and its inhabitants; to encourage and assist new business and industry in this state through loans, investments, or other business transactions; to rehabilitate and assist existing businesses; to stimulate and assist in the expansion of all kinds of business activity; and to create maximum opportunities for employment, encouragement of thrift, and improvement of the standard of living of the citizens of Florida, it is necessary and in the public interest to facilitate the cooperation and action between organizations, public and private, in the promotion, development, and conduct of all kinds of business activity in the state.

Section 2. The Board of County Commissioners of Leon County, Florida hereby approves the Interlocal Agreement and authorizes its Chairman to execute and deliver a joinder to the Interlocal Agreement, substantially in the form of Exhibit "A" hereto, with such changes therein as may be hereafter approved by the Chairman, with execution by such person to constitute conclusive evidence of such approval.

Section 3. The execution of the joinder to the Interlocal Agreement authorized herein shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of Leon County, Florida and shall not be construed as an approval of any zoning building, or other developmental or regulatory permit, and the Board of County Commissioners shall not be construed by virtue of its adoption

of this resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

Section 4. Leon County, Florida shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the FDFC. All debts, liabilities, costs, and expenses incurred by the FDFC shall be paid solely by the FDFC as permitted under the Act.

Section 5. Bonds, notes, or other indebtedness issued or insured by FDFC shall not constitute a debt, liability, or obligation of Leon County, Florida, or the State of Florida, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of Leon County, Florida or the State of Florida or any political subdivision thereof, but shall be limited obligations of the FDFC payable solely and secured by a pledge of payments made by the FDFC and other funds provided therefor.

Section 6. That this resolution shall take effect immediately upon its adoption.

March DULY ADOPTED in regular session, this 19th day of _____, 2009.

(SEAL)



LEON COUNTY FLORIDA

BY: [Signature]
Bryan Desloge, Chairman
Board of County Commissioners

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

BY: [Signature]

Approved as to Form:
Leon County Attorney's Office
BY: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney

JOINDER TO INTERLOCAL AGREEMENT

THIS JOINDER TO INTERLOCAL AGREEMENT (this "Joinder") is being entered into as of this 19th day of March, 2009 by and between LEON COUNTY, FLORIDA and FLORIDA DEVELOPMENT FINANCE CORPORATION.

WHEREAS, Orange County, Florida, and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"), providing for the activation of the Florida Development Finance Corporation (the "FDFC") pursuant to the provisions of the Florida Development Finance Corporation Act of 1993 (such Act, as now or hereafter amended, is herein referred to as the "Act"); and

WHEREAS, the Act and the Interlocal Agreement provide that any other public agency (as defined in the Act) may enter into an Interlocal Agreement in order to permit the FDFC to function within the corporate limits of such public agency; and

WHEREAS, Leon County, Florida, a public agency as defined in the Act, desires that the FDFC function within the jurisdictional limits of Leon County, Florida;

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. LEON COUNTY, FLORIDA hereby joins in the Interlocal Agreement and agrees to be bound by all the terms and provisions thereof. Leon County, Florida further agrees to file an executed copy of this joinder, together with a copy of the Interlocal Agreement, with the Clerk of the Circuit Court of Leon County.

Section 2. The execution of the joinder to the Interlocal Agreement authorized herein shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of Leon County, Florida and shall not be construed as an approval of any zoning building, or other developmental or regulatory permit, and the Board of County Commissioners shall not be construed by virtue of its adoption of this resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

Section 3. Leon County, Florida shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the FDFC. All debts, liabilities, costs, and expenses incurred by the FDFC shall be paid solely by the FDFC as permitted under the Act.

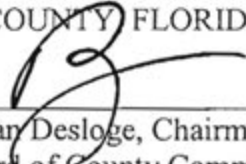
Section 4. Bonds, notes, or other indebtedness issued or insured by FDFC shall not constitute a debt, liability, or obligation of Leon County, Florida, or the State of

Florida, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of Leon County, Florida or the State of Florida or any political subdivision thereof, but shall be limited obligations of the FDFC payable solely and secured by a pledge of payments made by borrowers from the FDFC and other funds provided therefor.

IN WITNESS WHEREOF, LEON COUNTY, FLORIDA, has caused this Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this 19th day of March, 2009.

(SEAL)

LEON COUNTY FLORIDA

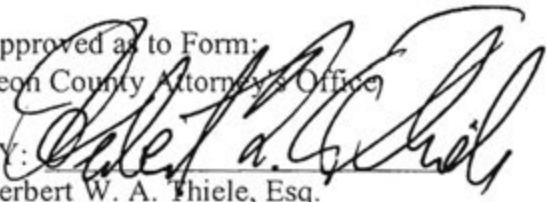
BY: 
Bryan Desloge, Chairman
Board of County Commissioners

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



BY: 

Approved as to Form:
Leon County Attorney's Office

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

BEFORE ME, the undersigned authority, personally appeared Bryan Desloge Chairman, Leon County, Florida, Board of County Commissioners, to me personally known, and acknowledged before me that he is the person who signed the above and foregoing Joinder to Interlocal Agreement for the uses and purposes therein contained.

WITNESS my hand and seal of my office, Leon County, Florida, this 19th day of March, 2009.


Notary Public, State at Large

My Commission expires: _____

