

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

County Commission Chambers  
Leon County Courthouse, Fifth Floor  
301 South Monroe Street  
Tallahassee, FL 32301

**Tuesday, February 7, 2017  
3:00 p.m.**

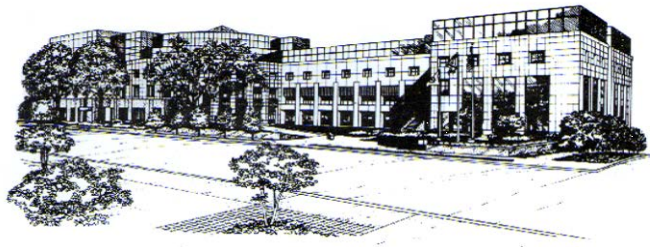
### COUNTY COMMISSIONERS

John E. Dailey, Chairman  
District 3

Bill Proctor  
District 1

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large



Jimbo Jackson  
District 2

Kristin Dozier  
District 5

Nick Maddox, Vice Chair  
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." Commission Meeting Agendas are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at [www.clerk.leon.fl.us](http://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 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, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website [www.LeonCountyFL.gov/ADA](http://www.LeonCountyFL.gov/ADA).

# **Board of County Commissioners**

**Leon County, Florida**

## **Agenda**

**Regular Public Meeting**

**Tuesday, February 7, 2017, 3:00 p.m.**

---

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Pastor Melton Harrington from Lake Talquin Baptist Church

Pledge of Allegiance by Commissioner Jimbo Jackson

### **AWARDS AND PRESENTATIONS**

- Proclamation Recognizing Engineers Week, February 19-25, 2017  
(Chairman Dailey)
- Proclamation Recognizing the Woodville Jaguars as the Pop Warner Southeast Regional Champions  
(Commissioner Proctor)

### **CONSENT**

1. Approval of Minutes: December 12, 2016 Strategic Planning Retreat and December 13, 2016 Hurricane Hermine After Action Report Workshop  
(Clerk of the Court/ Finance/ Board Secretary)
2. Approval of Payment of Bills and Vouchers Submitted for February 7, 2017 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 8 through March 6, 2017  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Chapter 6, Chapter 10, and Chapter 14 to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law for March 7, 2017 at 6:00 p.m.  
(County Attorney)
4. Acceptance of the 2016 Concurrency Management Annual Report  
(County Administrator/ Development Support & Environmental Management/ Development Services)
5. Adoption of Proposed New Policy, "Public Notification of Road Closing and Road Closure Request Procedure"  
(County Administrator/ Public Works/ Engineering Services)
6. Approval of an Off System Project Maintenance Agreement with Florida Department of Transportation for the Pedestrian Crosswalk on Lafayette Street  
(County Administrator/ Public Works/ Engineering Services)
7. Authorization for the Division of Emergency Medical Services to Participate in the Cardiac Arrest Registry to Enhance Survival Program  
(County Administrator/ Office of Public Safety/ Emergency Medical Services)

8. Adoption of Proposed Revised Policy No. 05-2, "Leon County Ride-Share Program"  
(County Administrator/ Office of Public Safety)
9. Authorize the Submittal of a Corporation for National and Community Service Grant Application to Enhance Leon County's 9/11 Day of Remembrance and Service and Activities  
(County Administrator/ Human Services & Community Partnerships/ Volunteer Services)
10. Approval of the Enabling Resolution Establishing the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee; Approval of Revisions to County Purchasing Policy No. 96-1; and Approval of Committee By-laws  
(County Administrator/ Office of Economic Vitality/ Minority, Women & Small Business Enterprise)

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

11. Acceptance of the 2015-2016 Contractors' Licensing and Examination Board Annual Report  
(County Administrator/ Development Support & Environmental Management/ Permit & Code Services)
12. Acceptance of the 2016 Science Advisory Committee Annual Report  
(County Administrator/ Development Support & Environmental Management/ Environmental Services)

### **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**

13. Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the Amount of \$319,328 for Construction of Apalachee Regional Park Access Road  
(County Administrator/ Public Works/ Engineering Services)
14. Adoption of Proposed New Policy, "Street Lighting Eligibility Criteria and Implementation" and Consideration of Proposed Street Lighting Ordinance  
(County Administrator/ Public Works/ Engineering Services)
15. Authorization to Negotiate an Agreement for Federal Lobbying Services with Squire Patton Boggs  
(County Administrator/ County Administration)
16. Consideration by Leon County Energy Improvement District of a Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program, and Approving the Limited Purpose Party Membership Agreement Between the Leon County Energy Improvement District and FRED  
(County Attorney)
17. Approve the Selection Committee's Ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC)  
(County Administrator/ PLACE/ Planning)
18. Consideration of a Full Board Appointment to the Value Adjustment Board  
(County Administrator/ County Administration)

**SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

19. First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority  
(County Administrator/ Human Services & Community Partnerships/ Housing Services)
20. First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District  
(County Administrator/ PLACE/ Planning Dept.)

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- none

**ADJOURN**

*The next Regular Board of County Commissioner's Meeting is scheduled for  
**Tuesday, March 7, 2017 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](http://www.leoncountyfl.gov)**

**2017**  
**Leon County Board of County Commissioners**  
**Meeting Schedule**

**JANUARY**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**FEBRUARY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**MARCH**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**APRIL**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**MAY**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**JUNE**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**JULY**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**AUGUST**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**SEPTEMBER**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**OCTOBER**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**NOVEMBER**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**DECEMBER**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2017 Tentative Schedule**

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

All sessions are held in the Commission Chambers, 5<sup>th</sup> 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>
<b>January 2017</b>	<b>Monday 2</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY Observed</b>
	<b>Tuesday 10</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 16</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 17	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 19	5:30 – 8 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 10 of the Leon County Code of Laws to Correct Scrivener's Errors and Inadvertent Inconsistencies
	Thursday 26	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
<b>February 2017</b>	<del>Tuesday 31</del> Wednesday 1	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Wednesday 1 &amp; Thursday 2</i>	<i>FAC New Commissioner Workshop</i>	<i>Seminar for Newly Elected Commissioners Alachua County; Gainesville, FL</i>
	<i>Thursday 2 &amp; Friday 3</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 2 of 3 Alachua County; Gainesville, FL</i>
	Tuesday 7	12:00 – 1:30 p.m.	Workshop on the Impact of the Passage of the Medical Marijuana Amendment
		1:30 – 3:00 p.m.	Workshop on Event Funding Programs and Processes through the Division of Tourism Development
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider Proposed Ordinance Amending Chapter 2, Article III, Division 3 of the Leon County Code of Laws Regarding the Housing Finance Authority
		6:00 p.m.	First & Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning District

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>February 2017 (cont.)</b>	<del>Tuesday 21</del>	<del>1:00 p.m. Cancelled</del>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Tuesday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Saturday 25 – Wed., March 1</i>	<i>NACO Legislative Conference</i>	<i>Washington, DC</i>
<b>March 2017</b>			
	Tuesday 7	1:30 p.m.	Joint City/County Workshop on Cycle 2017 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 28	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>April 2017</b>			
	Tuesday 4	1:30 - 3:00 p.m.	Workshop on Establishing the Citizens Charter Review Committee
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2017 Comprehensive Plan Amendments
	<i>Wednesday 5</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee, FL</i>
	Tuesday 18	9:00 a.m. – 11:00 a.m.	Capital Region Transportation Planning Agency Workshop / Retreat; TBD
	Tuesday 25	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Thursday 27 &amp; Friday 28</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>
<b>May 2017</b>			
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>May 2017 (cont.)</b>	Tuesday 23	6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Monday 29</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2017</b>			
	Tuesday 13	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<b>Tuesday 27</b>	<b>No Meeting</b>	<b>NO MEETING</b>
	<i>Tuesday 27 - Friday 30</i>	<i>FAC Annual Conference &amp; Educational Exposition</i>	<i>Palm Beach County West Palm Beach, FL</i>
<b>July 2017</b>			
	<b>Tuesday 4</b>	<b>Offices Closed</b>	<b>JULY 4<sup>TH</sup> HOLIDAY OBSERVED</b>
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 13	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Friday 21 - Tuesday 24</i>	<i>NACo Annual Conference</i>	<i>Franklin County Columbus, OH</i>
	<b>Tuesday 25</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday 26 – Saturday 29</i>	<i>National Urban League Annual Conference</i>	<i>St. Louis, MO</i>
<b>August 2017</b>			
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Thursday 10 - Sunday 13</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island, FL</i>
	<b>Tuesday 22</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
<b>September 2017</b>			
	<b>Monday 4</b>	<b>Offices Closed</b>	<b>LABOR DAY HOLIDAY</b>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 17/18*
	<i>Wednesday 13- Thursday 14</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Central Florida - TBD</i>



<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>September 2017 (cont.)</b>	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 9:00 p.m.	Blueprint Intergovernmental Agency Meeting & Public Hearing, City Commission Chambers
	<i>TBD (typically mid-September)</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 26	6:00 p.m.	Public Hearing on Adoption of Millage Rates and Budgets for FY 17/18*
	Thursday 28	4:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing at 6 p.m., City Commission Chambers
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
<b>October 2017</b>	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 17	9:00 a.m. - 11:00 a.m.	Capital Region Transportation Planning Agency Retreat / Workshop; TBD
	<i>Sunday 22 - Wednesday 25</i>	<i>ICMA Annual Conference</i>	<i>Bexar County San Antonio, Texas</i>
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2017</b>	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Friday 10</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Wednesday 15 – Friday 17</i>	<i>FAC Legislative Conference</i>	<i>Sarasota County Sarasota, FL</i>
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Thursday 23</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 24</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>December 2017</b>	Tuesday 5	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. – 4:00 p.m.	Board Retreat TBD

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>December 2017 (cont.)</b>	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY OBSERVED</b>
	<b>Tuesday 26</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
<b>January 2018</b>	<b>Monday 1</b>	<b>Offices Closed</b>	
	<b>Tuesday 9</b>	<b>No Meeting</b>	<b>Board Recess</b>
	Tuesday 23	3:00 p.m.	Regular Meeting

## **Citizen Committees, Boards, and Authorities** **2017 Expirations and Vacancies**

[www.leoncountyfl.gov/committees/list.asp](http://www.leoncountyfl.gov/committees/list.asp)

### **VACANCIES**

#### **CareerSource Capital Region**

Board of County Commissioners (1 appointment)

(Representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility)

#### **Water Resources Committee**

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

### **UPCOMING EXPIRATIONS**

#### **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 I: Proctor, Bill (1 appointment)  
Commissioner - District II: Jackson, Jimbo (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 Citizens Advisory Committee**

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

**JUNE 30, 2017**

**Board of Adjustment and Appeals**

Board of County Commissioners (2 appointments)

**CareerSource Capital Region**

Board of County Commissioners (2 appointments)

**Planning Commission**

Board of County Commissioners (1 appointment)

**JULY 31, 2017**

**Strategic Team for Amphitheater Grand Entertainment (STAGE)**

Board of County Commissioners (5 appointments)

**Water Resources Committee**

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

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

**AUGUST 31, 2017**

**Code Enforcement Board**

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

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

Commissioner - District II: Jackson, Jimbo (1 appointment)

**SEPTEMBER 30, 2017**

**Animal Shelter Advisory Board**

Board of County Commissioners (3 appointments)

**Community Development Block Grant Citizen's Task Force**

Board of County Commissioners (2 appointments)

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

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

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

**Community Health Coordinating Committee**

Board of County Commissioners (9 appointments)

**Council on Culture & Arts**

Board of County Commissioners (2 appointments)

**Development Support & Environmental Management Citizens User Group**

Commissioner - District II: Jackson, Jimbo (1 appointment)

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

**Housing Finance Authority of Leon County**

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

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

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

**Tallahassee-Leon County Commission on the Status of Women & Girls**

Board of County Commissioners (3 appointments)

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

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

Commissioner - District II: Jackson, Jimbo (1 appointment)

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

**Leon County  
Board of County Commissioners**

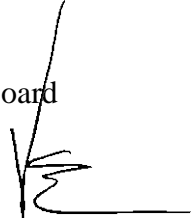
**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #1

February 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: December 12, 2016 Strategic Planning Retreat, and  
December 13, 2016 Hurricane Hermine After Action Report Workshop

---

---

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

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the December 12, 2016 Strategic Planning Retreat, and the  
December 13, 2016 Hurricane Hermine After Action Report Workshop

### **Attachments:**

1. December 12, 2016 Strategic Planning Retreat Minutes
2. December 13, 2016 Hurricane Hermine After Action Report Workshop Minutes

**Board of County Commissioners  
Leon County, Florida  
FY 2016/17 Strategic Planning Retreat  
Goodwood Museum & Gardens  
December 12, 2016**

The Leon County Board of County Commissioners met for its FY 2016/17 Strategic Planning Retreat at the Goodwood Museum & Gardens on December 12, 2016 at 9:00 a.m.

Present were Chairman John Dailey, Vice Chairman Nick Maddox and Commissioners Bryan Desloge, Kristin Dozier, Mary Ann Lindley and Jimbo Jackson. Commissioner Bill Proctor was absent. Also attending were County Administrator Vince Long; County Attorney Herb Thiele and Board Secretary Rebecca Vause.

Chairman Dailey called the Retreat to order. He offered welcoming remarks and provided an overview of the day's agenda.

**SECTION ONE: Exceeding Expectations**

• Final Summary of the FY 2012-2016 Strategic Plan

County Administrator Long distributed the *Impact and Progress Report* on the implementation of the FY 2012-2016 Strategic Plan. He conveyed that the document was a report on the five years of success in delivering bold projects, big results and striving to be the best. He noted that the Board had established four priority areas: Economy, Environment, Quality of Life and Governance. Those areas were supported by 154 specific strategic initiatives and, during the five year period, 148 or 96% were completed with only six (4%) still in progress. County Administrator Long added during the past five year period major infrastructure projects had been completed, bold policy initiatives launched, enhanced efficiencies implemented, innovations created, and service delivery to County citizens improved. He confirmed that the *Impact and Progress Report* had been posted on the County's website, shared via social media and distributed to community partners.

• Environmental Scan: Emerging Internal and External Trends

County Administrator Long presented both the Environmental Scan and the citizens Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis to the Board. These provided a common set of factors for the Board to consider both in terms of the trends and issues anticipated as an organization, as well as community feedback.

The environmental scan provided an analysis of emerging internal and external trends and issues and conditions that impact the County. He added that these factors change and evolve over time and impact priorities, performance and results. The environmental scan pertained to issues such as:

- a. Demographics
- b. Economic Analysis
- c. Financial Health of Leon County
- d. Staffing
- e. Emergency Medical Response
- f. Public Safety
- g. Development Activity
- h. Planning
- i. Human Services
- j. Energy & Sustainability
- k. Tourism Development
- l. Community Engagement
- m. Technology
- n. Florida Constitution and Leon County Charter Revision Processes

- Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

County Administrator Long stated that this section of the agenda reflects citizen feedback obtained from listening sessions, citizen engagement series, village square events, as well as citizen committees to ascertain that they believe are the strengths, weaknesses, opportunities, and threats to the Leon County community. The top 30 survey responses in each category were presented in a “word cloud”, a graphical representation of the reoccurrence of words in which the size of each word indicates its frequency. County Administrator Long relayed that the results were developed in an effort to help guide the Board in establishment of its strategic initiatives.

Chairman Dailey remarked on the response rate of 32% for the survey, which he noted was significantly higher than the 20% that responded to the citizen survey for the previous strategic plan in 2011.

Commissioner Maddox pointed out that a number of the weaknesses identified by citizens were areas shared with the City, i.e., airline prices, public transit, etc. County Administrator Long agreed that many of the issues identified cross-over jurisdictional boundaries and the information should be considered as citizen feedback on the community as a whole.

Commissioner Dozier expressed appreciation for the data. She mentioned that some of the cross-over issues come up in CRA and CRTPA meetings and that more public education on city vs county responsibilities should be pursued. She too acknowledged the response rate commenting that a number of the respondents were individuals who were well engaged in county activities and services and suggested that an attempt be made to include more of the general public through social media and utilization of media partners.

Commissioner Desloge noted that public safety/crime was highly rated in both the weaknesses and threats categories. He submitted there may be a disconnect relative to reality vs perception and suggested that efforts be made to better educate the public. He also commented on the positive feedback received in the area of parks and recreation highlighting Apalachee Regional Park and the addition of trails in the community.

Commissioner Jackson commented that timing of an occurrence has an impact on the public's perception.

## **SECTION TWO: Expanding Possibilities**

### **Establishing the FY 2017– FY 2021 Strategic Plan**

- Vision Statement:

County Administrator Long advised that the Vision Statement was originally established in 2011, was refined in 2012 and has been affirmed annually since then. The current Vision Statement reads:

*“As home to Florida’s capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community’s precious resources, the catalyst for engaging citizens, community and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.”*



County Administrator Long suggested that the Board may wish to consider a more condensed and focused Vision Statement and one that contains only the most significant one-word aspirations identified in the Strategic Planning Citizen Survey. He offered for Board consideration **“A Community that is Safe, Healthy and Vibrant.”**

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, adoption of “A Community that is Safe, Healthy and Vibrant” as its Vision Statement.*

Commissioner Dozier agreed that a shorter, more succinct statement was appropriate. She opined that the original statement was still relevant and could be used in other areas. She offered for Board consideration the addition of the word “fun” into the Vision Statement. She mentioned the County’s unique character, the many resources it offers and that it is not “just a college town”.

After some discussion, Commissioner Maddox amended his motion to accept “fun” into the Vision Statement; however, after hearing additional comments from fellow Commissioners re-amended his motion to its original wording.

Commissioner Desloge commented that there was merit to Commissioner Dozier’s comments about Leon County being a fun place to live and suggested that while it not be incorporated into the shorter Vision Statement, staff be directed to build it into the longer text.

*The Board voted unanimously to adopt “A Community that is Safe, Healthy and Vibrant” as its Vision Statement and to direct staff to build “fun” into the original statement, as appropriate. The motion carried 6-0 (Commissioner Proctor absent).*

County Administrator Long noted that the slogan “Florida’s Capital County” has not, to his knowledge, ever been revisited. He mentioned that this may be something that the Board may wish to look at some time in the future.

- Mission Statement:

County Administrator Long submitted that there are benefits to having one overarching organizational mission statement; as it explains 1) the reason for an organization’s existence, 2) describes the organization, what it does, and its overall intention, 3) is meant to support the vision statement, but is more concrete and action-oriented and 4) should be memorable, outcome-oriented, and inclusive. He submitted, for Board consideration, the following as the County’s mission statement: **“To efficiently provide public services that build strong and sustainable communities.”**

Commissioner Lindley opined that the word “sustainable” has become too commonplace and over used, suggesting in its place “strong and flexible”, which she suggested represented a willingness to change. County Administrator Long explained the context of the word sustainable; however, suggested “livable” might be appropriate.

Commissioner Desloge agreed with Commissioner Lindley and remarked that the statement should be reflective of “a strong and sustainable community”.

Commissioner Dozier submitted that “sustainable” to her signifies more than the environment, it also emphasizes quality of life, economics and is representative of a community that continues to progress and addresses issues long term. She did recommend that “communities” be replaced with “community”. Commissioner Dozier suggested that staff be requested to wordsmith the statement prior to Board ratification to include remarks from the Board.

Chairman Dailey confirmed that the Board was in agreement to direct staff to wordsmith the Mission Statement to include an alternative to the word “sustainable” and to change the “communities” to “community.”

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, to direct staff to further wordsmith the proposed mission statement prior to ratification and identify alternative language for “sustainable” and change “communities” to “community”. The motion carried 6-0 (Commissioner Proctor absent).*

- Strategic Priorities

County Administrator Long stated that staff was not recommending any changes to the current Strategic Priorities; he then reviewed the current Strategic Priorities along with directional statements for each priority. He mentioned that the directional statements will provide focus and additional specificity for each priority area.

- Strategic Priorities & Directional Statements:

- **Economy:** *To be an effective leader and reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.*
  - (EC1) - Do well-designed public infrastructure which supports business, attracts private investment and has long term economic benefits.
  - (EC2) - Support programs, policies and initiatives to promote business expansion and job creation.
  - (EC3) - Leverage university and community partnerships to increase entrepreneurial, technology transfer and commercialization opportunities.
  - (EC4) - Grow our tourism economy, its diversity, competitiveness and economic impact.

Commissioner Desloge suggested EC2 be amended to reflect support for attracting new businesses.

Commissioner Dozier asked staff to strengthen EC2 to include entrepreneurship and to consider how businesses are grown or developed.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox to affirm the Strategic Priority and directional statements for Economy, as amended. The motion carried 6-0 (Commissioner Proctor absent).*

- **Environment:** *To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community’s health, economic strength and social offerings.*
  - (EN1) – Protect the quality and supply of our water.
  - (EN2) – Conserve and protect environmentally sensitive lands and our natural ecosystems.
  - (EN3) – Promote orderly growth and sustainable practices.
  - (EN4) – Reduce our carbon footprint.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier to affirm the Strategic Priority and directional statements for Environment, as presented. The motion carried 6-0 (Commissioner Proctor absent).*

- **Quality of Life:** *To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.*
  - (Q1) – Maintain and enhance our parks and recreational offerings and green spaces.
  - (Q2) – Provide relevant library offerings which promote literacy, life-long learning and social equity.
  - (Q3) – Provide essential public safety infrastructure and services.
  - (Q4) – Support and promote access to basic health and welfare services to our community members most in need.
  - (Q5) – Support the preservation of strong neighborhoods.
  - (Q6) – Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.
  - (Q7) – Assist local veterans and their dependents with securing entitled benefits and advocating their interests.

After some discussion, the Board amended Q5 to remove “the preservation”.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, to accept the Strategic Priority and directional statements for Quality of Life, as amended. The motion carried 6-0 (Commissioner Proctor absent).*

- **Governance:** *To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship.*
  - (G1) – Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.
  - (G2) – Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
  - (G3) – Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.
  - (G4) – Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s Core Practices.
  - (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.

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, to accept the Strategic Priority and directional statements for Governance, as presented. The motion carried 6-0 (Commissioner Proctor absent).*

- Establish Strategic Initiative

Chairman Dailey established with the Board that a super majority vote was needed to add a strategic initiative.

County Administrator Long indicated that the initiatives fall into two categories: 1) initiatives that are on-going from the current plan, and 2) those initiatives, which the Board has given recent direction and will require significant resources over the next five years. He explained that after the pre-populated initiatives were reviewed, the Board would at that time suggest strategic initiatives that they wish to have included in the new plan.

County Administrator Long provided a brief overview of those on-going initiatives recommended to be carried-over into the new plan.

- Commissioner Dozier requested that the initiative included in the Environment category (EN4) “Increase recycling rates” be amended to “Increase recycling and reuse rates”. Accepted by the Board without objection.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, acceptance of on-going initiatives from the FY12-16 Strategic Plan and those added pursuant to recent Board direction, staff could combine anything added with current initiatives. The motion carried 6-0 (Commissioner Proctor absent).*

#### New Strategic Initiatives Offered by Commissioners:

##### **Commissioner Dozier**

- Identify opportunities to train industry professionals for participation in the PACE program including the Leon County Spring Home Expo.
- Continue to serve seniors through programs and partnerships, including opportunities to address fraud/scams targeted towards seniors and continue to support Choose Tallahassee’s efforts to market the community as a retirement destination.
- Work with community partners to expand appreciation of local veterans including recognition of National Pearl Harbor Remembrance Day.
- Explore opportunities to increase access to high speed internet
- Support hosting of Americas Competitive Exchange on Innovation and Entrepreneurship (ACE) Conference.
- Explore opportunities for solar on County facilities.
- Add environmental education kiosks, trail markings/mapping at greenways and parks.
- Work with partners to increase access to training programs, apprenticeship, and other workforce development programs for middle-skilled jobs.

##### **Commissioner Jackson:**

- Increase safety in the unincorporated area through the development of a new street lighting program and evaluate the need for additional signage. To include vehicular safety and pedestrian improvements and enforcement.
- Continue to support Capital Circle/Woodville Highway widening
- Explore opportunities to partner with the Kearney Center for job training.
- Evaluation of tree trimming policies especially in rural areas.
- Expanding partnership with School Board for workforce development.
- Support the protection of Lake Talquin from upstream pollutants.

##### **Commissioner Lindley:**

- Expand mentoring opportunities for County employees through Volunteer Leon to get more involved in child mentoring.
- Address issues of economic segregation and diversity, evaluate establishing a micro-lending program for small, minority and women-owned businesses.
- Establish a bold replanting program for the canopy roads and urban forest.
- Development of a septic tank replacement program.
- Address the issue of pet overpopulation by engaging vested community partners in the implementation of spay and neutering strategies.

##### **Commissioner Maddox:**

- Evaluate sunsetting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County’s partnership with the City.
- Enhance sports tourism through the exploration of an NFL Preseason game, possibly to include the Jacksonville Jaguars, and other opportunities to further utilize Doak Campbell Stadium.
- Evaluate additional investments at Apalachee Regional Park to attract national and regional running championships.
- Evaluate establishing a living wage for County employees.
- Requested an agenda item that addresses the possibility of the creation of a Commission on the Status of Black Men.

**Commissioner Desloge:**

- Better educate the community on the national opioid and heroin epidemic.
- Continue expansion of trails and greenways including public education.
- Identify opportunities to create dog parks in the unincorporated area.
- Seek opportunities for partnerships through NACo and FAC's enterprise programs.
- Continue to evaluate opportunities for criminal justice reform to reduce the jail population.
- Continue to support transitional housing efforts through community partnerships.
- Continue to support and evaluate the County's role in primary healthcare through leveraging of community partnerships.
  - Chairman Dailey suggested a workshop to discuss anticipated healthcare changes prior to this year's Budget Workshop.

**Chairman Dailey:**

- Remain focused on the creation of local jobs.
- Continue to explore opportunities for efficiency and cost savings through functional consolidation where appropriate.
- Continue to pursue the implementation of the greenway master plan.
- Develop a program to establish a signature landscaping feature with a regular blooming season.

County Administrator Long explained that the new initiatives brought forth by Commissioners would either be 1) created as a new stand-alone strategic initiative, 2) aligned with a current initiative(s) or 3) deemed administrative in nature. He stated that this would be outlined in the ratification of the Board Retreat. Chairman Dailey requested that staff make available at the December 13<sup>th</sup> Board meeting a listing of the proposed strategic initiatives, which will allow the Board sufficient time to review prior to ratification.

*Commissioner Dozier moved, duly seconded by Commissioner Lindley, acceptance of proposed strategic initiatives. The motion carried 6-0 (Commissioner Proctor absent).*

• Targets and Bold Goals:

County Administrator Long recommended a new feature be added to the FY 2017-2021 Strategic Plan to include the addition of Targets and Bold Goals associated with each of the four strategic priorities. He explained that these are targets that are expected to be met over the next five year plan cycle. He also recommended the adoption of one Bold Goal for each strategic priority which, he noted are different from targets in that they are truly stretch goals which he acknowledged would be big and difficult to achieve.

County Administrator Long outlined the proposed Targets/Bold Goal for each Strategic Priorities:

▪ **Economy**

**Bold Goal:** Grow the five-year tourism economy to \$5 billion.

**Five-Year Targets:**

- Host 100,000 residents and visitors as part of the Amphitheater County Concert Series
- Connect 5,000 students and citizens to middle skilled job career opportunities.
- Co-create 500 entrepreneur ventures and 5,500 new jobs, including 200 high-wage jobs in ~~magnetic technologies~~ high-tech clusters.
- Attract 80 state, regional or national championships across all sports.

In response to comments provided by Commissioner Dozier about limiting the proposed 200 high-wage jobs to magnetic technologies, staff suggested it be replaced with "high-tech clusters".

Commissioner Dozier also expressed her frustration with the lack of progress in sound mitigation and weatherization at the amphitheater and submitted that these enhancements need to happen as soon as possible.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge to accept the Bold Goal and 5-year targets for Economy, as amended. The motion carried 6-0 (Commissioner Proctor absent).*

▪ **Environment:**

**Bold Goal:** Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone.

**Five Year Targets:**

- Plant 15,000 trees including 1,000 on canopy roads.
- Ensure 100% of new County building construction, renovation and repair utilize sustainable design.
- Seventy-five percent community recycling rate.
- Construct 30-miles of sidewalks, greenways and trails.

Commissioner Lindley ascertained from County Administrator Long that the “bold goal” does not take into consideration the construction of central sewer (which is years away), but does contemplate utilizing grant leveraging programs, new initiatives/programs within the Department of Environmental Protection (DEP), and DEP’s approval of new septic technologies that are more affordable.

Commissioner Desloge asserted it would be more illustrative to show the from/to number of sidewalks, greenways and trails. County Administrator Long responded that the ratification would reflect baseline data for Bold Goals and Targets. Commissioner Dozier commented that any areas where staff could identify baselines data would be beneficial.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, to accept the Bold Goal and 5-year targets for Environment.*

Chairman Dailey stated that while he supported the elimination of septic tanks in the Primary Springs Protection Zone, did not want it at the detriment of other areas in the County current on septic tanks, such as those homes around Lake Jackson. He suggested a holistic approach to the bold goal.

*The motion carried 6-0 (Commissioner Proctor absent).*

▪ **Quality of Life:**

**Bold Goal:** Secure more than \$100 million in Veteran Affairs benefits for Leon County veterans and their families.

**Five Year Targets:**

- Double the number of downloadable books at the library.
- Construct 100 fire hydrants.
- Train 8,500 citizens in CPR/AEDs
- Open 1,000 new acres of park land to the public.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, acceptance of the Bold Goal and 5-year targets for Quality of Life.*

Commissioner Desloge requested additional information on the bold goal, ascertaining from staff that they were very confident this goal could be met and that it also included health benefits veterans and their families would also be receiving.

Commissioner Dozier spoke on the regionalization (National Cemetery, VA Hospital) of this issue and learned that veterans from other neighboring counties are also served by Leon County Veteran Services Department. She suggested it would be beneficial to track this type of information, i.e., how we are partnering with other counties and the number of veterans served from other areas.

The motion carried 6-0 (Commissioner Proctor absent).

▪ **Governance:**

**Bold Goal:** Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation.

**Five Year Targets:**

- Reduce by at least 30% the time it takes to approve a single family building permit.
- Achieve 90% employee participation in the County's "My Rewards" Well Being Program.
- Reduce by 60% the outstanding debt of the County.
- One-hundred percent of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the workplace.

Commissioner Jackson requested baseline data be provided on permitting time associated with typical construction project.

Commissioner Desloge initiated discussion on the specific target – "Reduce by at least 30% the average time it takes to approve a single family building permit." She questioned why commercial was not included and shared that a number of questions had been presented to her from residents reflecting a need for a better understanding of what to expect during the permitting process. She stated that while she was inclined to leave the specific target as is for now, mentioned that she would like to have a better understanding of this process and that the target could be amended once additional information is reviewed. She announced that she would at the Board's December 13<sup>th</sup> meeting request an agenda item to include more information regarding the various permits issued by the County and building permit fees, specifically related to minor remodeling projects.

Commissioner Desloge recommended that "average" be inserted into the proposed single family building permit target.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, acceptance of the Bold Goal and 5-year Targets proposed for Governance. (While the motion is to accept the five-year targets as presented, the Board agreed that more information was needed and the specific target - "Reduce by at least 30% the average time it takes to approve a single family building permit" could possibly be revised.) The motion carried 6-0 (Commissioner Proctor absent).*

**CLOSING REMARKS:**

Chairman Dailey and Board expressed its appreciation to staff for its hard work and efforts for a successful Board Retreat.

Chairman Dailey adjourned the Board Retreat at 1:25 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk of the Court  
& Comptroller, Leon County, Florida

DRAFT



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
WORKSHOP  
Hurricane Hermine After Action Report  
December 13, 2016**

The Leon County Board of County Commissioners met for a Workshop to discuss the Hurricane Hermine After Action Report on Tuesday, December 13, 2016 at 1:00 p.m.

Present were Chairman John Dailey, Vice Chairman Nick Maddox and Commissioners Bryan Desloge, Mary Ann Lindley, Bill Proctor, Kristin Dozier and Jimbo Jackson. Also present were County Attorney Herb Thiele and Board Secretary Rebecca Vause.

Facilitator(s): Vincent Long, County Administrator  
Alan Rosenzweig, Deputy County Administrator  
Ken Morris, Assistant County Administrator  
Andy Johnson, Assistant to the County Administrator  
Wanda Hunter, Assistant County Administrator  
Matt Cavell, Community and Media Relations Director  
Robert Mills, Assistant Public Works Director  
Kevin Peters, Emergency Operations Center Director

Chairman Dailey offered opening remarks and the meeting was then turned over to County Administrator Long to introduce the workshop material and participants.

County Administrator Long submitted that the report was a result of an exhaustive internal review of protocols and procedures which resulted in 110 findings and 80 recommendations. He shared that the report also incorporates feedback from 30 partner agencies who were involved in the response and recovery efforts, feedback gathered from five community meetings held during the recovery phase and recommendations from the Citizens for Responsible Spending Task Force. He stated that a prominent emergency management consult firm (Disaster Strategies and Ideas (DSI) Group) was brought in to review the findings and provide expert suggestions and recommendations. County Administrator Long shared that in the opinion of the DSI Group, the report "is among the most comprehensive, relevant and valuable assessment undertaken in recent history by any local or state entity in the nation".

County Administrator Long drew attention to two recommendations highlighted in the report: 1) to engage a disaster planning professional in partnership with the City of Tallahassee to evaluate the community's overall vulnerabilities, resiliency and community expectations associated with a severe weather event, and 2) to return the emergency management program under the County Commission on a year-round basis. He then provided staff's reasoning for the two recommendations and shared that should the recommendations be adopted by the Board, agenda items would be brought forward for approval. County Administrator Long then introduced Ken Morris, Assistant County Administrator, to facilitate staff's presentations.

Detailed presentations by staff were provided of the After Action Report; whereby the most significant findings and recommendations were elevated by staff. The areas covered included:

- Structure of Emergency Management in Leon County (Ken Morris);
- Plans, Training, and Year-round Community Preparedness Efforts (Kevin Peters);
- Overview of Hurricane Hermine and its Impacts (Kevin Peters);
- Communications and Public Information (Matt Cavell);
- Response and Recovery Operations (Andy Johnson), and
- Long-term Recovery (Robert Mills).

Upon conclusion of staff's presentation, County Administrator Long remarked that it is staff's intent to bring back a status report on implementation efforts prior to the 2017 hurricane season.

### **Board Discussion**

Commissioner Lindley stated that she supported the return of the emergency management function to the County; however, inquired if the Sheriff's Office was in agreement. County Administrator Long responded that the Emergency Management Director is the lead executive in command of emergency operations; however, on a day to day basis is supervised by the Sheriff's Office. He indicated that staff would bring back additional information to the Board on the restructuring, should the recommendation be accepted. Commissioner Lindley ascertained from County Administrator Long that the outside consultant would be hired to conduct a resiliency review, which may take up to six months, but was not intended to be a long term hire. Commissioner Lindley asked about the cost to implement the recommendations and learned that with the exception of the resiliency report, which could suggest a number of recommended infrastructure improvements the recommendations offered would not require an outlay of expenses, but represent improvements to existing practices and protocols.

Commissioner Proctor reported that the City Manager had conveyed his support for the After Action Report. He encouraged local hoteliers to not raise prices during emergency events and that they and merchants would offer "recovery pricing". He shared his hope that local merchants would show more sensitivity and take into account citizens efforts to rebuild and engage after such an event.

Commissioner Desloge asked about the status of FEMA reimbursement. Alan Rosenzweig, Deputy County Administrator, reported that staff has identified approximately \$8 million in expenses and was confident that the County would be reimbursed the vast majority of these expenses. He stated that in the end the County might be exposed "south of \$1 million in total". Mr. Rosenzweig anticipated that the financial data would be submitted to the state in January/February with reimbursement expected no later than April. In response to Commissioner Desloge's inquiry about industry standards related to recovery efforts, i.e., when utilities should be restored, roads cleared, etc., Mr. Peters conveyed that every event is situation specific and he was unaware of any recommended timeframes for recovery efforts.

Commissioner Maddox expressed appreciation for the thoroughness of the report and appreciated the non-technical manner in which it was presented.

**Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the Hurricane Hermine After-Action Report and direct staff to implement the report's recommendations:**

**Recommendation 1.1:** *Update the Leon County CEMP to provide for community listening sessions to be held following major emergency events, and encourage the City's joint participation in these sessions.*

**Recommendation 5.1:** *Direct staff to prepare an agenda item to return the emergency management function on a year-round basis under the Board of County Commissioners, reporting to the County Administrator.*

**Recommendation 9.1:** *The City's emergency management plan should be included as an annex to the County's CEMP.*

**Recommendation 13.1:** *Update the Leon County CEMP to incorporate the findings and recommendations identified in this report.*

**Recommendation 14.1:** *Engage the Apalachee Regional Planning Council to initiate a comprehensive update of the PDRP and Disaster Housing Strategy, as appropriate, incorporating lessons learned from Hurricane Hermine.*

**Recommendation 17.1:** *Staff should explore establishing a permanent temporary debris removal site on the northeast side of town, and once identified, include this site in an updated Debris Management Plan.*

**Recommendation 18.1:** *Working with Leon County Human Resources, continue to identify NIMS training needs for new and existing County staff and provide training opportunities to meet these needs.*

**Recommendation 18.2:** *Staff concurs with DSI's recommendation to undergo a self-assessment of the County's emergency management program through the Emergency Management Accreditation Program.*

**Recommendation 19.1:** *Amend the Leon County CEMP to reflect Leon County's Catastrophe Reserve Fund and its allowable uses during emergency events.*

**Recommendation 22.1:** *Continue to pursue targeted partnerships with local civic organizations to build awareness and familiarity with Leon County's public safety services including emergency management.*

**Recommendation 24.1:** *Work with Talquin Electric and City Utilities to further promote tree removal and replacement programs through the annual Disaster Survival Guide and other methods.*

**Recommendation 25.1:** *Direct staff to prepare a future agenda item for the consideration of partnering with the City of Tallahassee in engaging a disaster planning professional to evaluate the community's overall vulnerabilities, resiliency, and community expectations.*

**Recommendation 31.1:** *Work with Leon County Schools, higher education institutions, and state agencies to coordinate the timing of announcements related to facility closures and reopenings.*

**Recommendation 32.1:** *In coordination with Leon County Schools, amend the County's Debris Management Plan to reflect needs for road, sidewalk, and bus stop clearance prior to reopening schools following a disaster. Coordinate with the City to similarly amend its debris management plan.*

**Recommendation 35.1:** *Review the pre-landfall requests with the State EOC and FDOT representatives to identify the state resources available to the community prior to an anticipated emergency.*

**Recommendation 35.2:** *Review the mission status terms in the EM Constellation Standard Operating Procedures with FDEM and remedy the reasons for labeling denied mission requests as "complete."*

**Recommendation 40.1:** *Amend the CEMP to reflect hosting a press conference prior to the landfall of any hurricane or tropical storm anticipated to affect Leon County to provide transparent and timely communications about both policy and tactics.*

**Recommendation 42.1:** *Ensure that all public information and communication efforts among response agencies are coordinated through the Joint Information Center in the EOC.*

**Recommendation 43.1:** *All social media communications by government officials during emergencies should be consistent with, informed by, and refer back to the Emergency Information Portal.*

**Recommendation 45.1:** *Evaluate opportunities to reconfigure existing mobile apps or implement a new mobile app for emergency management, preparedness, and disaster communications.*

**Recommendation 45.2:** Work with FDEM to leverage the use of AlertFlorida upon implementation by the State to provide mass notification in the event of future emergencies.

**Recommendation 46.1:** Work with local radio partners to increase awareness of the availability of emergency public information.

**Recommendation 46.2:** Working with WFSU, evaluate opportunities for County and City Public Information Officers to provide live, on-air emergency information during future incidents.

**Recommendation 46.3:** Designate WFSU as the definitive resource for emergency and public safety information on the radio and identify the personnel needed at the EOC to report this information.

**Recommendation 46.4:** Re-examine and upgrade if necessary the existing telecommunications link with WFSU in the Public Safety Complex.

**Recommendation 46.5:** Working with the City of Tallahassee, evaluate including the WFSU facility on the list of critical circuits for power restoration.

**Recommendation 46.6:** Work with FSU to provide additional backup generator support to the WFSU broadcast facility.

**Recommendation 46.7:** Explore providing video production support (satellite uplink, etc.) for media partners in the Public Safety Complex to broadcast briefings and community updates.

**Recommendation 47.1:** Designate a dedicated Commission Liaison(s) during future large-scale emergency events to provide a coordinated two-way communication link with elected officials and entities involved in response and recovery operations.

**Recommendation 51.1:** Explore opportunities to enhance promotion and awareness of 2-1-1 Big Bend and its role during emergencies to reach more citizens and expand services to those in need.

**Recommendation 52.1:** Evaluate the capability of all emergency shelters to accommodate special needs shelterees in future updates to the CEMP.

**Recommendation 53.1:** Explore opportunities to further enhance outreach regarding the special needs registry and to refine the questionnaire.

**Recommendation 54.1:** Update the Leon County CEMP, Annex 17 – Animal Issues to reflect the availability of the mobile pet shelter and other resources that are available from community partners.

**Recommendation 55.1:** Coordinate with the Florida Department of Health in Leon County to identify training opportunities and technical assistance for local health care facilities in the development and implementation of emergency facility plans.

**Recommendation 60.1:** Update the Leon County CEMP, Annex 16 – Law Enforcement and Security to reflect the availability of law enforcement officers to assist with initial road clearing operations in addition to their primary law enforcement roles. In this update, ensure that these officers are provided with the proper safety equipment, bottled water, and any other supplies needed to safely execute these responsibilities.

**Recommendation 60.2:** Identify other County personnel who may be in the field during emergency response operations (e.g., Animal Control, Code Compliance, etc.) and ensure these personnel are

*provided with bottled water and critical emergency public information that they can share with citizens in the field, such as the location of comfort stations and Points of Distribution.*

**Recommendation 63.1:** *Update the Leon County CEMP to formalize Road Clearing Task Force crews consisting of Leon County Public Works, City of Tallahassee Electric, and Talquin Electric. Coordinate with the City to similarly update its emergency plans.*

**Recommendation 68.1:** *Throughout an incident, work with City of Tallahassee Utilities and Talquin Electric to communicate the overall plan for utility restoration as well as general information regarding where utility crews are working to restore service each day.*

**Recommendation 71.1:** *Include additional traffic safety information in pre- and post-disaster emergency communication efforts.*

**Recommendation 72.1:** *Update the Recovery Annex of the Leon County CEMP and Annex 3 – Public Works and Engineering for consistency and to reflect the City of Tallahassee and Talquin Electric as the lead agencies for water and wastewater infrastructure restoration following a disaster.*

**Recommendation 73.1:** *Work with the City of Tallahassee to seek funding to install backup generators on pump stations.*

**Recommendation 74.1:** *Amend the CEMP to reflect new reporting requirements for pollution events as outlined in Proposed Rule 62-4.161.*

**Recommendation 76.1:** *Amend the Leon County CEMP to provide for the identification of sites throughout the County that can serve as stationary food service locations.*

**Recommendation 77.1:** *In support of the Board's 2017 State and Federal Legislative Priorities, seek funding to enhance the disaster resilience of facilities throughout the County that may serve logistical needs during emergency events.*

**Recommendation 79.1:** *Deploy variable message boards on major roads directing citizens to comfort stations during future emergencies.*

**Recommendation 79.2:** *Identify all Leon County Libraries as potential comfort stations for future emergencies.*

**Recommendation 80.1:** *Amend the Leon County CEMP to include the emergency waiver of building permit fees for disaster-related repairs.*

**Recommendation 82.1:** *Although there were many communications efforts related to establishing debris removal expectations to the public, additional operational and communication improvements should be made to better identify the planned allocation of resources.*

**Recommendation 84.1:** *Evaluate opportunities for Leon County to assume the lead role in conducting damage assessments in the future and amend the CEMP as appropriate.*

**Recommendation 84.2:** *Identify and recruit personnel from County and City departments to staff initial impact damage assessment teams and provide training in the FEMA Damage Assessment criteria annually prior to hurricane season.*

**Recommendation 84.3:** *Implement updated technology that will allow for field data collection that integrates with GIS technology.*

**Recommendation 86.1:** Direct staff to identify a community organization that can assist with navigating insurance claims as a member of COAD and as a participant at Community Recovery Center following a disaster. Amend COAD governing documents and the Leon County CEMP as appropriate.

**Recommendation 86.2:** Pre-identify suitable sites that can serve as Community Recovery Centers, as well as logistical support needs and site layouts. Assign sworn law enforcement officers to direct facility security operations.

**Recommendation 87.1:** Retain a consultant on an ongoing basis to assist with navigating the FEMA reimbursement process, similar to the County's contracts for emergency debris removal.

**Recommendation 91.1:** Given the authority provided in Florida Statutes, Leon County Emergency Management should collect and maintain information on gas stations that have backup power supplied to their fuel pumps.

**Recommendation 92.1:** Update the Leon County CEMP to reflect Tourism Development staff's role in coordinating hotel availability during emergencies including the Hotel Hotline.

**Recommendation 92.2:** Transfer the Hotel Hotline to a desk at the EOC after hours and during closures to be staffed by Tourism Development and volunteers.

**Recommendation 93.1:** Work with local hoteliers to raise awareness regarding the need for local hotels to remain operational during emergency events and provide technical assistance as appropriate.

**Recommendation 94.1:** Review the County's existing mutual aid agreements and ensure that all existing and future agreements provide for agencies to have agreements in place to guarantee hotel accommodations upon arrival.

**Recommendation 95.1:** Amend the CEMP to provide for conference calls to begin when the state of Florida (rather than Apalachee Bay) falls within the 5-day error cone.

**Recommendation 96.1:** Upgrade to a web-based conference call platform.

**Recommendation 97.1:** Configure EOC workstation computers to allow both County and City staff to access their networks.

**Recommendation 98.1:** Convene a task force to evaluate the requirements of interfacing to various work order management systems during emergency events.

**Recommendation 99.1:** Clarify the CEMP to provide for the EOC Public Information Officer and the LCEM Director to establish a schedule for media briefings at the beginning of any extended incident and communicate this schedule with media partners.

**Recommendation 100.1:** To minimize disruptions to emergency response personnel and to maintain the security of the EOC, explore providing a video-only live feed of the EOC in the Media Room for visiting media partners to use.

**Recommendation 101.1:** Continue to provide training for staff from all participating agencies and include them in training and exercise plans.

**Recommendation 102.1:** Ensure the consistent distribution of Incident Action Plans to EOC staff during each operational period.

**Recommendation 103.1:** Amend the CEMP to designate Leon County Community and Media Relations as the lead entity responsible for providing situation reports to CIL staff.

**Recommendation 104.1:** Amend the Tallahassee-Leon County Local Mitigation Strategy to designate the 2-1-1 Big Bend facility as a critical facility and assist in seeking funding to install a backup generator.

**Recommendation 105.1:** Work with the Leon County Sheriff's Office to resolve issues relative to registered sex offenders and emergency shelter operations.

**Recommendation 106.1:** Designate a location where OIDA clients can charge their GPS monitoring device battery during emergency events and update internal procedures to be able to communicate this location with clients.

**Recommendation 107.1:** Identify ways to collect additional details about downed trees, such as the diameter of the tree and whether it involves a power line, when receiving reports from the public.

**Recommendation 108.1:** Re-evaluate and identify debris staging areas throughout Leon County, ensuring that these sites are configured such that they can accommodate sufficient volume of debris and equipment.

**Recommendation 109.1:** Identify a community organization that can assist with navigating insurance claims as a member of the Community Organizations Active in Disaster (COAD) and as a participant at a Community Recovery Center or as part of a navigation team following a disaster. Amend COAD governing documents and the Leon County CEMP as appropriate.

**Recommendation 109.2:** Pre-identify suitable sites that can serve as Community Recovery Centers, as well as logistical support needs and site layouts. Assign sworn law enforcement officers to direct facility security operations.

**Recommendation 110.1:** Coordinate with debris removal contractors during pre-hurricane season kickoff meetings to identify equipment that will be needed to remove debris from private roads that are in poor condition.

**Recommendation 110.2:** Re-evaluate the terms of debris removal and monitoring contracts to ensure that contractors' resources and personnel will be available to meet local needs.

**Recommendation 110.3:** During pre-hurricane season kickoff meetings each year, verify the debris monitoring contractor's proposed command center location to ensure adequate space is available to properly conduct monitoring operations.

**Recommendation 110.4:** Conduct a tabletop exercise with debris removal and monitoring contractors during pre-hurricane season kickoff meetings.

**Recommendation 110.5:** Designate a staff member to act as a project manager to oversee debris monitors and haulers.

Commissioner Jackson complimented staff on the coordinated response reflected in the report. He encouraged a partnership with radio stations as oftentimes radios are the only means of communication during an emergency event. He also supported the expansion of the "build your bucket" initiative.

Commissioner Dozier expressed her appreciation for staff's effort to assemble the information found in the report and noted the comprehensiveness of the report. She brought up a number of issues for discussion:

- Asked about the establishment of “quiet zones”, as she learned that a number of veterans were affected by the amount of noise produced by generators during the event and how it triggered post-traumatic stress disorders. She voiced an interest in learning more about this and if this is something that could be contemplated in the future. County Administrator Long indicated that he was unaware of this issue; however, staff would take this into consideration.
- Ascertained from staff that 57 complaints of price gouging were reported during the storm event; of which eight complaints were still under review. Commissioner Dozier acknowledged that fraud and price gouging information was available to the public throughout the storm, but wondered if a mechanism, such as a quick access button on the emergency information portal, could be added for the public to obtain vital information prior to, during and after a storm event.
- Mentioned that while 2-1-1 Big Bend was not well known to the public and opined that was an incredible resource. She wondered if there was an opportunity for a joint public service announcement with the City or United Way to promote the organization.
- Noted that the County’s designation of County employees as “EOC Essential” worked very well and suggested that CDA employees be considered for inclusion in this designation.
- Relayed that she had learned that there were numerous individuals who wanted to help fill sand bags for agencies such as Elder Care Services or other type non-profits and asked if this was something that Volunteer Leon could help facilitate.
- Discussed the assistance provided by TDC staff in locating needed hotel rooms and suggested that the State should take the lead on better coordinating with the County when shelters are needed during statewide emergencies.
- Commented on the quality and comprehensiveness of the After Action Report and suggested it be distributed to appropriate legislative committees, the local legislative delegation, House and Senate leadership, Governor’s Office and State agencies; highlighting those areas where clear conflicts between management plans exist and protocols were not followed. County Administrator Long agreed and stated that the report could be customized and transmitted in such a way as to continue to strengthen the relationship between the County and state leaders.
  - *Commissioner Dozier offered a friendly amendment to the motion that staff provides the After-Action report to governmental entities highlighting those areas where clear conflicts between management plans exist and protocols were not followed. The friendly amendment was accepted by Commissioner Maddox (the maker of the motion).*
- Reflected on utility restoration efforts and the difficulty of citizens to get accurate information from utility providers. She asked if it would be appropriate for the County to establish minimum standards in areas such as tree and debris removal and utility restoration communication with utility partners. County Administrator Long responded that there has to be a finding that the partner is not cooperating and that has not been the case. He asserted that in every case, they have worked with the County to resolve issues. He suggested that the Emergency Management Director review the performance of the partners and bring any issues forward. Commissioner Dozier assumed that staff would bring back another status report in the spring 2018 and suggested that minimums be looked at that time to determine if standards need to be established.

Commissioner Proctor brought forward several issues for consideration and discussion:

- The need for the opening of comfort type shelters in the after match of an emergency event; somewhere that would provide a hot meal, food/water distribution and medicinal needs to citizens. He suggested Ft. Braden would be an appropriate site for this type of assistance. (Commissioner Proctor offered this as a friendly amendment.)
- Established with County Attorney Thiele that the County, under a State of Emergency Proclamation, has the authority to take whatever measures it deems necessary to assure the citizen safety, including taking control of schools for the use as shelters.
- Was interested in learning how the Sheriff’s helicopter could be better integrated into recovery efforts.
- Suggested that grocery stores be elevated in hierarchy in regards to utility restoration.



- Commended the actions of the Mayor and City leader's during the hurricane and appreciated the mutual respect shown.
- Expressed disappointment that his and others efforts to meet with the Governor prior to the storm were not successful. He submitted that the tone and comments made by the Governor during the aftermath of the storm were not productive. He also suggested that it may be an appropriate time to meet with State leaders to ensure that the County's emergency plan coincides with the State's plan for protection of its buildings, property, etc.

Commissioner Maddox asked County Administrator Long to respond to Commissioner Proctor's comments regarding food distribution and the feasibility of the County providing provisions to citizens' days after a storm event. County Administrator Long assured the Board that the resiliency study would take into account food distribution and the order by which utility is restored to businesses, i.e, grocery stores. He submitted that should a storm event have a prolonged impact on citizens, it was not practical for the County to attempt to provide long-term provisions and that larger evacuations of citizens would be more in order. He stated however, that staff understood Commissioner Proctor's concerns and would take his comments into consideration as much as possible.

Commissioner Jackson recalled that public schools were the site of pre-staging of public works staff and conveyed that the school system is also vested in the community and was sure some partnership could be realized. He also expressed his appreciation for the establishment of food centers at the Ft. Braden and Woodville Community Centers/Libraries.

**The motion as amended carried 7-0.**

Chairman Dailey thanked staff for the presentations and analysis.

**Adjourn:**

There being no further business to come before the Board, the workshop was adjourned at 2:38 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

BY: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of Payment of Bills and Vouchers Submitted for February 7, 2017 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 8 through March 6, 2017.

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship

**Fiscal Impact:**

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

**Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for February 7, 2017, and pre-approve the payment of bills and vouchers for the period of February 8 through March 6, 2017.

Title: Approval of Payment of Bills and Vouchers Submitted for February 7, 2017 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 8 through March 6, 2017

February 7, 2016

Page 2

---

### **Report and Discussion**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval February 7, 2017 and pre-approval of payment of bills and vouchers for the period of February 8 through March 6, 2017. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 7, 2017 meeting, the morning of Monday, February 6, 2017. 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 March 7, 2017, it is advisable for the Board to pre-approve payment of the County's bills for February 8 through March 6, 2017, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

#### **Options:**

1. Approve the payment of bills and vouchers submitted for February 7, 2017, and pre-approve the payment of bills and vouchers for the period of February 8 through March 6, 2017.
2. Do not approve the payment of bills and vouchers submitted for February 7, 2017 and pre-approve the payment of bills and vouchers for the period of February 8 through March 6, 2017.
3. Board direction.

#### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

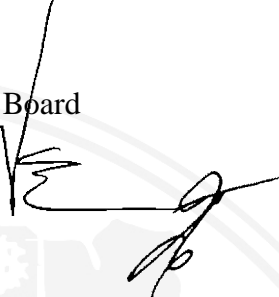
**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney 

**Title:** Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Chapter 6, Chapter 10, and Chapter 14 to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law for March 7, 2017 at 6:00 p.m.

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Jessica Icerman, Assistant County Attorney Emma Smith, Director of Permit and Code Services

**Fiscal Impact:**

This item has been budgeted and adequate funding is available.

**Staff Recommendation:**

Option #1: Schedule the first and only public hearing to consider an Ordinance amending Chapters 5, 6, 10 and 14 to streamline the nuisance abatement process, rename and reorganize Chapter 14, and make consistent with Florida law, for March 7, 2017 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Chapter 6, Chapter 10, and Chapter 14 to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law, for March 7, 2017 at 6:00 p.m.

February 7, 2017

Page 2

---

## **Report and Discussion**

### **Background:**

As directed by the Board during the April 26, 2016 Budget Workshop, the proposed ordinance (Attachment #1) streamlines the nuisance abatement process by creating a Nuisance Abatement Board. As part of the budget development process, the Board included \$50,000 to support the abatement of structures declared to be a public nuisance by the proposed Nuisance Abatement Board. The current nuisance abatement process is very lengthy and can be extremely time consuming.

The proposed ordinance also reorganizes Chapter 14 and amends Chapter 5, Chapter 6, Chapter 10 and Chapter 14 to be consistent with Florida law. Additionally, it changes the title of Chapter 14 from "Public Nuisances" to "Property Safety and Maintenance Code."

As way of background, the Supreme Court of Florida declared that municipal ordinances requiring unsafe buildings to be repaired or demolished are within the police power so long as property rights are observed by providing the owner with notice and a hearing, unless it is apparent that delay would imperil life and limb. Furthermore, a county may require a building to be destroyed when it is in such dilapidated condition that it constitutes a public nuisance.

### **Analysis:**

Under the proposed nuisance abatement ordinance, once a code inspector has determined that a public nuisance exists, he or she notifies the owner and specifies the remedial steps necessary to bring the property into compliance with the Code. If the property owner fails to bring the property into compliance within the reasonable time allotted, the County may initiate proceedings before the Code Enforcement Board and/or may initiate proceedings in the circuit court. If the owner fails to comply with the Code Enforcement Board Order requiring compliance with the Code within a specific amount of time, the County may cause the nuisance to be abated.

Under Florida law, the County must provide notice and a hearing prior to the abatement. The Code Enforcement Board hearing to determine whether a property is in violation of the Code is not considered notice and a hearing for abatement purposes. Thus, the proposed ordinance creates a Nuisance Abatement Board comprised of the members of the Code Enforcement Board. The Nuisance Abatement Board provides notice and conducts a hearing specifically to determine whether or not a building or premises presents a serious and continuing danger to the public and/or occupants. The Nuisance Abatement Board only considers cases that have an order from the Code Enforcement Board finding a violation of the Code, specifically a dilapidated structure violation, a junk violation, or an unsafe building violation. If the Nuisance Abatement Board determines a building or premises presents a serious and continuing danger to the public and/or occupants, the County, through the County Administrator or designee, is authorized to abate the conditions at the expense of the property owner. Should the owner fail to pay the costs of the abatement, the County can impose a lien on the property.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Chapter 6, Chapter 10, and Chapter 14 to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law, for March 7, 2017 at 6:00 p.m.

February 7, 2017

Page 3

---

Under the current nuisance abatement ordinance, for each property the County wishes to abate the County Administrator must request a budget amendment to provide for the costs of the abatement. Additionally, the services associated with each abatement must proceed through the competitive bid process. In FY 2017, the Board of County Commissioners allocated \$50,000 to fund nuisance abatement. To have an effective nuisance abatement program, this funding level was programmed into budget out-years.

The proposed ordinance also reorganizes Chapter 14 to allow for better flow and consistency. For example, under the current ordinance, each Article in Chapter 14 had a section for definitions. Under the proposed ordinance, all definitions are found within one section. Additionally, Chapter 5, Chapter 6, Chapter 10, and Chapter 14 are amended in the proposed ordinance to reflect current Florida law. For example, Section 6-36, Notices, was amended to reflect the County's ability to provide notice by posting at the Courthouse. Although, this practice is authorized by state law and currently utilized by Code Enforcement Officers, it was not provided for within the Code.

Further, the proposed ordinance creates a new section regarding repeat invalid complaints. Unfortunately, the Code Enforcement staff have encountered situations where neighbors use Code Enforcement as a way to harass each other, thus wasting County resources. The new section provides that the County may not investigate a complaint for six months if the County has received three complaints from the same complainant regarding the same property and said complaints are determined to be invalid by the code inspector or Code Enforcement Board.

The proposed ordinance also corrects scrivener's errors and makes other minor corrections to the existing Code.

**Options:**

1. Schedule the first and only public hearing to consider an Ordinance amending Chapters 5, 6, 10 and 14 to streamline the nuisance abatement process, rename and reorganize Chapter 14, and make consistent with Florida law, for March 7, 2017 at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider an Ordinance amending Chapters 5, 6, 10 and 14 to streamline the nuisance abatement process, rename and reorganize Chapter 14, and make consistent with Florida law, for March 7, 2017 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Proposed Ordinance



ORDINANCE NO. 17-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 14 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING PUBLIC NUISANCES; RENAMING CHAPTER 14 AS "PROPERTY SAFETY AND MAINTENANCE"; REORGANIZING AND AMENDING CHAPTER 14, INCLUDING: ARTICLE I, IN GENERAL; ARTICLE II, DILAPIDATED STRUCTURES; ARTICLE III, JUNK; ARTICLE IV, LOT MOWING; ARTICLE V, NUISANCE ABATEMENT, INCLUDING CREATING A NUISANCE ABATEMENT BOARD; ARTICLE VI, INTRODUCED EXOTIC SPECIES; AND ARTICLE VII, ABANDONED PROPERTY REGISTRATION PROGRAM; REPEALING SECTIONS 14-26 AND 14-40, DEFINITIONS; AMENDING CHAPTER 10, SECTION 10-4.352, EXOTIC SPECIES PROHIBITED; AMENDING CHAPTER 6, ARTICLE II, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 5, SECTION 5-314, UNSAFE BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR LEON COUNTY, FLORIDA, that:

**SECTION 1.** Chapter 14 of the Code of Laws of Leon County, Florida, entitled "Public Nuisances," is hereby renamed "Property Safety and Maintenance."

**SECTION 2.** Chapter 14, Article I of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**ARTICLE I. IN GENERAL**

**Sec. 14-1. Title.**

The provisions of this chapter shall constitute and may be cited as the "Leon County Property Safety and Maintenance Code."

**Sec. 14-12. Definitions.**

The following words, terms and phrases, when used in this ~~article~~ chapter, shall have the meanings ascribed to them ~~in this section~~, except where the context clearly indicates a different meaning:

1 Abandoned property shall mean all tangible personal property that does not have an  
2 identifiable owner and that has been disposed on public property in a wrecked, inoperative, or  
3 partially dismantled condition or has no apparent intrinsic value to the rightful owner. The term  
4 includes derelict vessels as defined in section 823.11, F.S.

5 Abate or abatement means the cessation or removal of a nuisance, including but not limited  
6 to demolishing, removing or securing a building or removing junk.

7  
8 Building shall mean any structure, either temporary or permanent, built for the support,  
9 shelter, or enclosure of persons, chattels, or property of any kind. "Building" shall include tents,  
10 trailers, or mobile homes serving in any way the function of a building. The term "building" shall  
11 be construed as if followed by the words "or part thereof."

12  
13 Code enforcement board shall mean the Leon County Code Enforcement Board created by  
14 Article II of Chapter 6, Leon County Code of Laws.

15  
16 Code inspector shall mean those authorized agents or employees of the county whose duty it  
17 is to ensure code compliance with the technical codes included within this chapter the county  
18 administrator and his or her designees.

19  
20 Construction and demolition debris disposal shall mean the practice of using a site for the  
21 permanent disposal from construction and/or demolition activities. The materials may be from  
22 on-site or off-site activities.

23  
24 Dilapidated structure shall mean any building which as a result of a failure to make  
25 necessary repairs, exhibits defective structural defects elements, whether or not such structural  
26 defects are manmade, as a result of the failure to make necessary repairs or as a result of  
27 deterioration or decay, or which has otherwise been allowed to deteriorate, decay, or fall into or  
28 remain in partial or total ruin such that said building may threatens the public health, safety, or  
29 welfare in partial or total ruin that said building may threaten the public health, safety, or  
30 welfare, or adversely affect and impair the economic welfare of other property.

31  
32 Environmental constraints shall mean environmental features which perform natural  
33 functions, have ecological value, or constitute special environmental management problems to  
34 site development, including wetlands, water bodies, watercourses, floodways, floodplains, closed  
35 basins, severe and significant grades, threatened, endangered, or special concern species or their  
36 habitat, native or high quality successional forest communities, cultural resources, special  
37 development zones, and karst features.

38  
39 Garbage shall mean the animal and vegetable waste resulting from the handling,  
40 preparation, cooking and consumption of food.

41  
42 Junk shall mean any garbage, rubbish or litter, any junked or abandoned motor vehicle or  
43 parts thereof, and any real property, fixture, personal property or other article having only  
44 nominal salvage value, which has been left unprotected from the elements. It shall not include  
45 reasonable natural debris accumulations in wooded areas or on lawns, such as shrubbery and  
46 lawn clippings, leaves and compost piles for normal, personal, noncommercial use.

1  
2 Junked or abandoned motor vehicle shall mean a motor vehicle if any of the following  
3 conditions prevail:  
4

- 5 (1) If it does not have a license tag for the current year.  
6  
7 (2) If any part, equipment or piece thereof necessary for its operation is and remains  
8 removed therefrom for a period of at least 15 days.  
9  
10 (3) If it is on the property of another without written permission of the owner of such  
11 property or premises.  
12  
13 (4) If it is on property contrary to or in violation of any zoning law, regulation or  
14 ordinance.  
15  
16 (5) If it is found at any location in the county and the owner or any person having  
17 custody or possession thereof cannot, after reasonable search and inquiry, be  
18 found or located.  
19  
20 (6) If it is located in close proximity to a parcel of land with other junked or  
21 abandoned vehicles, and is not under the control or supervision of some person  
22 whose whereabouts can be ascertained upon reasonable search and inquiry.  
23  
24 (7) If for any other reason the vehicle appears, after reasonable inquiry and  
25 investigation, to be junked or abandoned.  
26

27 Law enforcement officer shall mean any officer of the Florida Department of Law  
28 Enforcement, Florida Highway Patrol, county sheriff's department, municipal law enforcement  
29 departments, law enforcement department of any other political subdivision, law enforcement  
30 department of any college or university, department of natural resources, game and fresh water  
31 fish commission and any other officer sworn to uphold the law and having jurisdiction in the  
32 county.  
33

34 Litter shall mean all waste materials, including, but not limited to, bottles, glass, crockery,  
35 cans, scrap metal, paper, plastic, rubber, garbage, waste building materials and disposable  
36 packages or containers.  
37

38 Litter receptacle shall mean a container with a capacity of not less than ten gallons,  
39 constructed and placed for use as a depository for litter.  
40

41 Lot means a designated parcel, tract, or area of land established by plat, subdivision, or as  
42 otherwise permitted by law, to be used, developed, or built upon as a unit, but excluding areas  
43 designated for open spaces, whether or not these areas are designated as lots on the plat.  
44

1        *Occupant* shall mean any person holding a written or oral lease of, or occupying the whole  
2 | or part of, the premises.

3  
4        *Open-pit mining* shall mean the method of removing rock, sand, or other minerals by  
5 removal from an open pit, borrow pit, actual pit, or other manmade depression from which  
6 material is being extracted in the course of an open-pit mining operation.

7  
8        *Overgrowth* means any herbaceous or woody plant life, including weeds, grasses, and  
9 shrubbery not being cultivated for ornamental purposes, which vegetation is more than 18 inches  
10 tall and is located in any residentially zoned district in the county.

11  
12        *Owner* shall mean the person(s) or entity(ies) holding fee simple title to a parcel, building, or  
13 structure any person who, alone or jointly or severally with another has legal title to any  
14 premises, with or without accompanying actual possession thereof.

15  
16        *Parcel* shall mean real property in the county, which has a single property certification  
17 number assigned to it by the property appraiser of the county.

18  
19        *Premises* shall mean a lot, plot, tract, parcel of land, or other real estate, including the  
20 buildings and structures thereon which, because of its unity of use, may be regarded as the  
21 smallest conveyable unit of real estate.

22  
23        *Private property* shall mean property owned by any person, including but not limited to  
24 yards, grounds, driveways, entrances or passageways, parking areas, storage areas, bodies of  
25 water, vacant land and recreation facilities, that is not public property.

26  
27        *Public property* shall mean lands and improvements owned by the Federal Government, the  
28 state, the county, a municipality, or special district and includes sovereignty submerged lands  
29 located adjacent thereto, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways,  
30 rights-of-way, and other similar property.

31  
32        *Rubbish* shall mean combustible and noncombustible waste materials of any kind or  
33 character; trash, debris, waste, litter, refuse or scrap of whatever material or combination of  
34 materials it may be constituted; and any other discarded or abandoned personalty, including, but  
35 not limited to, iceboxes, refrigerators, deep-freeze lockers, clothes washers, clothes dryers,  
36 stoves and household furniture and furnishings.

37  
38 | ~~Sec. 14-2. Existence of dilapidated structures upon lands prohibited.~~

39  
40        ~~The existence of dilapidated structures, including real property, personal property or~~  
41 ~~fixtures, on any lot, tract, parcel of land, or other real property in the county, whether improved~~  
42 ~~or unimproved, which has caused the property to become a threat to, or which may reasonably~~  
43 ~~cause the property to threaten, the public health, safety, or welfare, or adversely affects and~~  
44 ~~impairs the economic welfare of other property, constitutes a public nuisance and is prohibited,~~

1 and every owner of real property in the county has a duty to keep his or her property free of any  
2 nuisance at his or her expense.

3  
4 Sec. 14-2.1. Drainage of filthy fluids onto street or property of others prohibited.

5  
6 It shall be unlawful for any person to intentionally discharge or drain from the premises used  
7 or occupied by such person, or to permit to be discharged or drained from the premises used or  
8 occupied by such person, into any street of the county or onto the property of another, through or  
9 by means of any ditch, drain, trough, pipe, sewer, or caused by natural lay of the land or  
10 otherwise, any dirty or filthy water, suds, sewage, or any filthy liquid or fluid of any kind.

11  
12 Sec. 14-3. Scope; conflict with other regulations.

13  
14 (a) The provisions of this chapter shall apply equally to new and existing conditions.  
15 Should a provision of any zoning, building, health, fire, or safety regulation of the county be in  
16 conflict with a provision of this chapter, the provision which establishes the higher standard for  
17 the promotion and protection of the public health and safety shall prevail.

18  
19 (b) This chapter shall not restrict the right of any person to proceed by other means as  
20 provided by law against the owner of any property under enforcement action.

21  
22 Sec. 14-4. Applicability.

23  
24 The provisions of this chapter shall be applicable throughout the unincorporated area of  
25 the county, unless otherwise stated.

26  
27 Sec. 14-5. Enforcement.

28  
29 The provisions of this chapter shall be enforced by the code enforcement board pursuant  
30 to the enforcement procedures outlined in chapter 6, unless otherwise stated. However, nothing  
31 in this chapter shall prevent the county from pursuing a cause of action under ch. 823, F.S. or  
32 other causes of action as permitted by state and federal law.

33  
34 Sec. 14-6. Inspection of lands.

35  
36 The code inspector shall, as often as may be necessary, inspect land within the county to  
37 determine if a violation of this chapter exists.

38  
39 Sec. 14-7. Repeat invalid complaints.

40  
41 (a) It is found and determined that the county has limited staff and resources and,  
42 therefore, cannot investigate properties that have received multiple complaints that have been  
43 determined to be invalid by the code inspector or code enforcement board.

44  
45 (b) It shall be unlawful for any person to willfully and knowingly provide false  
46 or misleading information to Code Enforcement on matters pertaining to the enforcement of this  
47 chapter.

1  
2       (c) The county may not investigate a complaint for six months if the county has  
3 received three complaints determined to be invalid by the code inspector or code enforcement  
4 board by the same complainant or an agent acting on behalf of the same complainant and the  
5 complaints received are regarding the same property without a change in ownership of said  
6 property.

7  
8       **Sec. 14-2.28. Regulation of open-pit mining and construction and demolition debris**  
9 **disposal operations.**

10  
11       ~~By January 27, 2009, a~~All areas proposed for use, currently used, or previously used for  
12 open-pit mining operations and/or construction and demolition debris disposal must be secured  
13 by a fence. The fence must be a least four feet in height with openings that will reject the passage  
14 of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain  
15 locked when workers or employees of the land owner or mining company are not present at the  
16 site. At every gate or access point, at least one sign must be posted which states, in at least four-  
17 inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that  
18 there may be hazardous conditions on the premises. The requirements of this section shall not  
19 apply to those areas determined by the county administrator or designee to have been reclaimed  
20 wherein no slope exceed a grade of greater than four to one horizontal run to vertical rise.

21  
22       ~~Sec. 14-3. Inspection of lands to determine violation.~~

23  
24       ~~The code inspector shall, as often as may be necessary, inspect land within the county to~~  
25 ~~determine if a violation of this chapter exists.~~

26  
27       ~~Sec. 14-4. Enforcement; notice and hearing.~~

28  
29       ~~If a code inspector shall determine that a public nuisance exists in accordance with the~~  
30 ~~standards set forth in these sections on any lot, tract, parcel, or other real property within the~~  
31 ~~county, whether improved or unimproved, the inspector shall:~~

32       ~~(1) Cause a notice to be issued to the owner of the premises. The notice shall describe~~  
33 ~~the nature and location of the alleged noncompliance, specify what remedial steps are necessary~~  
34 ~~to bring the premises into compliance with this article, and identify the date by which the~~  
35 ~~violation must be remedied. The owner shall immediately commence the recommended remedial~~  
36 ~~action and shall complete the remedial actions within the time specified in the notice.~~

37       ~~(2) If the property owner fails to complete the recommended remedial action within~~  
38 ~~the time allowed after notice, a code inspector may initiate enforcement proceedings before the~~  
39 ~~code enforcement board and obtain an order requiring compliance with this article, and/or may~~  
40 ~~initiate proceedings in the circuit court as provided by general law.~~

41       ~~(3) If an owner fails to comply with an order of the code enforcement board requiring~~  
42 ~~compliance with this article, the code inspector may, in addition to any further action taken by~~  
43 ~~the code enforcement board as to the noncompliance, cause the nuisance to be abated as provided~~  
44 ~~herein.~~

1 ~~The provisions of this article are in addition to provisions and requirements set forth in other~~  
2 ~~chapters or portions of this Code, and by state law.~~

3  
4 ~~Sec. 14-5. Abatement by county.~~

5  
6 (a) ~~If after a hearing, as provided for in Chapter 6, the code enforcement board~~  
7 ~~determines that the conditions which exist on the property constitutes a public nuisance, the~~  
8 ~~owner of the property shall have a reasonable time, as described by the code enforcement board,~~  
9 ~~to remove or correct the conditions, after which time the county, through the county~~  
10 ~~administration or agents or contractors hired by the county administration, shall have the right to~~  
11 ~~have the conditions abated at the expense of the property owner. Upon having the nuisance~~  
12 ~~abated, the county shall mail, by certified mail, return receipt requested, to the owner a notice of~~  
13 ~~the cost of abating the conditions. If payment is not received within 15 days after the mailing of~~  
14 ~~the notice of assessment for the work together with all costs of inspection and administration, the~~  
15 ~~county may file a lien against the property for the actual cost of the work, inspection and~~  
16 ~~administration costs, interest, plus reasonable attorney's fee, and other costs of collecting the~~  
17 ~~sums. Nothing herein shall be construed to prevent the county from exercising its discretion to~~  
18 ~~increase or decrease charges based on costs or bid considerations, or utilizing means other than~~  
19 ~~that contemplated in the notice provided for in this section, to abate the conditions violative of~~  
20 ~~this article.~~

21  
22 (b) ~~Liens created pursuant to this section and recorded in the public records shall~~  
23 ~~remain liens coequal with the liens of all state, county, district, and municipal taxes, and coequal~~  
24 ~~with all other liens, title and claims, until paid, and shall bear interest annually at a rate not to~~  
25 ~~exceed the legal rate allowed for such liens, and may be foreclosed pursuant to the procedure set~~  
26 ~~forth in F.S. ch. 173.~~

27  
28 ~~Sec. 14-6. Abatement bid procedure.~~

29  
30 ~~The county shall obtain competitive bids pursuant to the county's normal bidding,~~  
31 ~~purchasing and contracting requirements for services entailed in carrying out the abatement of~~  
32 ~~nuisances under this article. The successful bidder shall be required to provide insurance and~~  
33 ~~bonding as the county deems advisable.~~

34  
35 **SECTION 3.** Chapter 14, Article II of the Code of Laws of Leon County, Florida, is hereby  
36 renamed "Dilapidated Structures" and amended to read as follows:

37  
38 **ARTICLE II. DILAPIDATED STRUCTURES**

39  
40 **Sec. 14-20. Findings of fact and intent.**

41  
42 Dilapidated structures are a blighting factor which deteriorates property and can cause the  
43 property to become a threat to public health, safety and welfare. Dilapidated structures can also  
44 depreciate the value of the property and the value of the adjacent and surrounding properties. The  
45 Board of County Commissions ("Board") finds that dilapidated structures are a public nuisance.  
46 It is the intent of this article to provide for the prohibition of dilapidated structures as herein set

1 forth. The Board further authorizes the use of any and all means, including the use of county  
2 funds to abate dilapidated structures should the dilapidated structure threaten public health,  
3 safety or welfare.

4  
5 **Sec. 14-21. Prohibited conditions.**

6  
7 Dilapidated structures, including real property, personal property or fixtures, on any lot or  
8 parcel of land, or other real property in the county, whether improved or unimproved, constitute  
9 a public nuisance and are prohibited, and every owner of real property in the county has a duty to  
10 keep his or her property free of any nuisance at his or her expense.

11  
12 **Sec. 14-22. Enforcement.**

13  
14 If an owner fails to comply with an order of the code enforcement board requiring  
15 compliance with section 14-21, the county may, in addition to any further action taken by the  
16 code enforcement board as to the noncompliance, cause the dilapidated structure to be abated as  
17 provided in Article V.

18  
19 **SECTION 4.** Section 14-26 of Chapter 14 of the Code of Laws of Leon County, Florida,  
20 entitled "Definitions" is hereby repealed in its entirety.

21  
22 **SECTION 5.** Chapter 14, Article III of the Code of Laws of Leon County, Florida, is hereby  
23 renamed "Junk" and amended to read as follows:

24  
25 **ARTICLE III. JUNK**

26  
27 ~~Sec. 14-27. Findings of fact and purpose.~~

28  
29 ~~It is found and determined that large numbers of junked or abandoned automobiles and~~  
30 ~~other junk have and are accumulated in the county; that accumulations of junk have evolved and~~  
31 ~~continue to exist in various parts of the county and constitute a menace to the public health,~~  
32 ~~safety and welfare of the people and mar and detract from the natural beauty of the county; that~~  
33 ~~abandonment of automobiles and other junk on the property of another presents problems in~~  
34 ~~regard to title, removal and liability of individuals and requires official and legal sanction and~~  
35 ~~action; and the purpose of this article is to attempt alleviate this menace and these problems.~~

36  
37 ~~Sec. 14-28. Provisions cumulative.~~

38  
39 ~~The provisions of this article are in addition to provisions and requirements set forth in other~~  
40 ~~chapters or portions of this Code, and by state law.~~

41  
42 ~~Sec. 14-29. Enforcement.~~

43  
44 ~~(a) Whenever a code inspector determines that violation of section 14-31(a) has occurred, the~~  
45 ~~code inspector shall:~~

46 ~~(1) Cause a notice to be issued to the owner of the premises, describing the nature and~~  
47 ~~location of the alleged noncompliance, and specifying what remedial steps are necessary to~~



1 bring the premises into compliance with this article. The owner shall, conditions permitting,  
2 immediately commence the recommended remedial action and shall have seven days after  
3 receipt of the notice (or such longer time as may be permitted by the code inspector and set  
4 forth in the notice due to extraordinary circumstances), to complete the remedial actions.

5 (2) If the property owner fails to complete the recommended remedial action within the time  
6 allowed after notice, a code inspector may initiate enforcement proceedings before the code  
7 enforcement board and obtain an order requiring compliance with this article, and may  
8 initiate proceedings in the circuit court as provided by general law.

9 (3) If an owner fails to comply with an order of the code enforcement board requiring  
10 compliance with this article, the code inspector may, in addition to any further action taken  
11 by the code enforcement board as to the noncompliance, cause the junk to be removed as  
12 provided in section 14-32.

13  
14 (b) — It shall be the duty of all law enforcement officers to enforce the provisions of section 14-  
15 31(b). Any person who violates the provisions of section 14-31(b) is guilty of an offense and  
16 shall be punished as provided in section 1-9.

17  
18 (e) — In the event that a junked or abandoned vehicle is found upon public property in violation  
19 of this article, or is determined to be upon the private property of a person other than the owner  
20 of the vehicle without that private property owner's permission, then a code inspector or law  
21 enforcement officer may cause a notice to be placed upon the vehicle in substantially the  
22 following form:

23  
24 NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE  
25 ATTACHED PROPERTY. This property, to wit: (set forth brief description), is  
26 unlawfully upon and improperly stored on this property in violation of Chapter 14,  
27 Code of Laws, Leon County, Florida and must be removed within seven (7) days  
28 from the date of this notice; otherwise it shall be subject to removal and disposal by  
29 the County. The owner will be liable for the costs of removal, storage, publication of  
30 notice, and disposal. Date: \_\_\_\_\_.

Signed: \_\_\_\_\_  
ENFORCEMENT OFFICER

31  
32 If at the end of the period specified in the notice the junked or abandoned vehicle has not been  
33 removed, then the code inspector or law enforcement officer may cause the vehicle to be  
34 removed as provided in section 14-32 or in F.S. ch. 705.

35  
36 (d) — In the event that a notice issued hereunder is initiated by a code inspector, the code  
37 inspector shall report to the county sheriff's department the description and location of the  
38 property, and shall provide notice to the sheriff's department as to each action taken with regard  
39 to such junked or abandoned vehicle as required by F.S. ch. 705.

40  
41 (e) — Any person may seek an injunction against any violation of this article and recover such  
42 damages as he may suffer, including, but not limited to, the cost of removal of any junk disposed  
43 of in violation of this article.  
44

1 ~~Sec. 14-30. Rules, regulations and fees.~~

2  
3 ~~The Board of County Commissioners may promulgate and adopt reasonable rules, regulations~~  
4 ~~and fees to effectuate the purposes of this article.~~

5  
6 **Sec. 14-30. Findings of fact and intent.**

7  
8 It is found and determined that large numbers of junked motor vehicles and abandoned  
9 property have and are accumulated in the county and that accumulations of junked motor  
10 vehicles and abandoned property constitute a menace to the public health, safety and welfare of  
11 the citizens of the county and mar and detract from the natural beauty of the county. The intent  
12 of this article is to alleviate this menace by providing for the prohibition of junked or abandoned  
13 motor vehicles and other junk as herein set forth. The Board authorizes the use of any and all  
14 means, including the use of county funds to abate junk should the junk threaten public health,  
15 safety or welfare.

16  
17 **Sec. 14-31. Junk pProhibitedions conditions.**

18  
19 (a) No owner or occupant shall cause or permit junk to remain in or upon any yard,  
20 garden, lawn, open outbuilding or open area of any private property in the county for a period in  
21 excess of 15 days, other than in an enclosed litter receptacle or in connection with a business  
22 enterprise or activity, lawfully situated and zoned, and possessing a license or permit to store  
23 such junk upon its premises. ~~Each day a violation continues shall constitute a separate offense.~~

24  
25 (b) No person shall drop, deposit, discard or otherwise dispose of any junked or  
26 abandoned property in or upon any public or private property in the county, except in litter  
27 receptacles or in an area lawfully established and maintained as a garbage or waste disposal site,  
28 sanitary landfill or junkyard. Any article of junked or abandoned property bearing a person's  
29 name or address or registered in a person's name, found on public property in a place other than  
30 as authorized, ~~or found on private property of another~~, shall be presumed to be the property of  
31 such person ~~whose name or address appears thereon~~, and it shall be presumed that such person  
32 placed or caused to be placed such article of junked or abandoned property where found. When a  
33 violation of this section is observed by any person, and the junked or abandoned property is  
34 dumped or disposed of on public ~~or private~~ property has been ejected from a vehicle, the owner  
35 or operator of such vehicle shall be presumed to be the person who ejected such junked or  
36 abandoned property. These presumptions shall be rebuttable by presentation of competent  
37 evidence to the contrary.

38  
39 **Sec. 14-32. Enforcement.**

40  
41 (a) Section 14-31(a) shall be enforced by the code enforcement board pursuant to the  
42 enforcement procedures outlined in Chapter 6.

43  
44 (1) If an owner fails to comply with an order of the code enforcement board  
45 requiring compliance with this article, the county may, in addition to any further  
46 action taken by the code enforcement board as to the noncompliance, cause the  
47 junk to be abated as provided in Article V.



1 ~~shall constitute a lien upon such junk. If such charges are not paid within 15 days after notice of~~  
2 ~~demand sent by certified mail to the owner, then the junk may be sold to satisfy the lien, or in the~~  
3 ~~event that the Board of County Commissioners or its authorized agent determines it is not~~  
4 ~~saleable, may be otherwise disposed of.~~

5  
6 ~~(b) If the Board of County Commissioners or its authorized agent determines that the junk is~~  
7 ~~saleable, it shall offer the junk for sale by competitive bidding at a public sale. The Board of~~  
8 ~~County Commissioners or its authorized agent shall provide written notice to the owner (if the~~  
9 ~~owner can be identified upon reasonable search and inquiry), and shall give public notice of the~~  
10 ~~description of the property and the time and place of the sale by an advertisement published once~~  
11 ~~a week for two consecutive weeks in a daily newspaper of general circulation in the county. The~~  
12 ~~sale may take place no earlier than ten days after the final publication. No junk shall be sold until~~  
13 ~~the same has been held and stored for at least 30 days. The junk shall be sold to the highest and~~  
14 ~~best bidder for cash, and the proceeds used to satisfy any lien imposed by the Board of County~~  
15 ~~Commissioners upon the junk. Any proceeds received in excess of the lien amount shall be~~  
16 ~~automatically forfeited by the property owner and shall belong to the county and may be~~  
17 ~~deposited into any fund that may be designated by the Board of County Commissioners. The~~  
18 ~~Board of County Commissioners, or its authorized agent, shall issue and deliver to the purchaser~~  
19 ~~of any such junk a bill of sale describing the property sold, the date of sale, and the price paid~~  
20 ~~therefor. A copy of each such bill of sale shall be retained in the records of the Board of County~~  
21 ~~Commissioners.~~

22  
23 **SECTION 6.** Section 14-40 of Chapter 14 of the Code of Laws of Leon County, Florida,  
24 entitled "Definitions" is hereby repealed in its entirety.

25  
26 **SECTION 7.** Chapter 14, Article IV of the Code of Laws of Leon County, Florida, is hereby  
27 renamed "Lot Mowing" and amended to read as follows:

28  
29 **ARTICLE IV. LOT MOWING**

30  
31 **Sec. 14-40. Findings of fact and intent.**

32  
33 It is hereby found and determined by the Board of County Commissioners that weeds,  
34 grasses, shrubbery, brush, and noxious materials of any kind tend to be breeding places or havens  
35 for snakes and vermin of all kinds and character, or tend to be breeding places for mosquitoes, or  
36 tend to create a fire hazard and endanger the lives and property of the citizens of the county, or  
37 tend to create a nuisance or other unsightly or unsanitary condition that can threaten the public  
38 health, safety and welfare. It is the intent of this article to provide for the prohibition of the  
39 excessive accumulation of weeds, grasses and shrubbery as herein set forth.

40  
41 **Sec. 14-41. Prohibited conditions.**

42  
43 The excessive accumulation of weeds, grasses, and shrubbery, except for intentionally  
44 designed native landscapes, upon any lot, tract, or parcel of land improved or and unimproved  
45 within the unincorporated areas of Leon County for residentially any zoning districts that permits  
46 residential development (RA), (RP), (R1 through R5) and (OR 1 through 3), (LP), (UF), (RC),

1 ~~(LT), (MH), (MR-1), (UP-1), (UP-2), (PUD), (DRI), (BC-1), (BCS), (BOR),~~ which exceeds 18  
2 inches in height, to the extent that such portion of the lot, ~~tract,~~ or parcel of land is or may  
3 reasonably become infested or inhabited by rats or other vermin, or may furnish a breeding place  
4 for mosquitoes, or may reasonably cause disease or create a fire hazard, ~~or adversely affect and~~  
5 ~~impair the economic welfare of adjacent property,~~ is declared to be a public nuisance and is  
6 hereby prohibited.

7  
8 ~~Sec. 14-42. Clearing land of weeds, grasses and shrubbery.~~

9 ~~For the purpose of promoting the health, safety, and welfare of the community, owners of lands,~~  
10 ~~improved and unimproved, in the unincorporated area of Leon County, Florida, are required to~~  
11 ~~keep said lands cleared of weeds, brush, and any noxious material of any kind which tend to be~~  
12 ~~breeding places or havens for snakes and vermin of all kinds and character, or tend to be~~  
13 ~~breeding places for mosquitoes, or tend to create a fire hazard and endanger the lives and~~  
14 ~~property of the citizens of Leon County, or tend to create a nuisance or other unsightly or~~  
15 ~~unsanitary condition.~~

16  
17 ~~Sec. 14-43. Inspection of land to determine violation.~~

18 ~~Upon receipt of a valid complaint, the code inspector shall inspect land within the county to~~  
19 ~~determine if a violation of this article exists; however, at no time shall the code inspector enter~~  
20 ~~into any building or structure without permission of the property owner.~~

21  
22 ~~Sec. 14-44. Enforcement and penalties.~~

23 ~~In addition to the general penalty section of the Leon County Code of Laws, the Leon County~~  
24 ~~Code Enforcement Board is authorized to enforce this ordinance. If a code inspector shall~~  
25 ~~determine that excessive growth of weeds, grasses, and shrubbery of a height exceeding 18~~  
26 ~~inches exists in accordance with the standards set forth in these sections on any lot, tract, parcel,~~  
27 ~~or premises within the county, the inspector shall:~~

28 ~~(a) Cause a certified notice with return receipt to be issued to the property owner of~~  
29 ~~the premises or in accordance with F.S. ch. 162. The notice shall describe the nature and~~  
30 ~~location of the alleged noncompliance, specify what remedial steps are necessary to~~  
31 ~~bring the premises into compliance with this article within a 14 day time frame from~~  
32 ~~receipt of notice.~~

33 ~~(b) If the property owner fails to complete the recommended remedial action within~~  
34 ~~the 14 day time frame allowed, the office of code enforcement may cause the condition~~  
35 ~~to be remedied by the county at the expense of the property owner.~~

36  
37 ~~Sec. 14-45. Clearing of lots; assessment of cost liens.~~

38 ~~If after 14 days from receipt of notice, no response has been received and the condition described~~  
39 ~~in the notice has not been remedied, the office of code enforcement may cause the condition to~~  
40 ~~be remedied by the county at the expense of the property owner. The property will be abated~~  
41 ~~pursuant to section 14-5 and services performed through the abatement bid procedure pursuant to~~  
42 ~~section 14-6. According to section 14-5, if after a hearing, the code enforcement board~~  
43 ~~determines that the conditions which exist on the property constitute a public nuisance, the~~  
44 ~~property owner shall have a reasonable time as described by the code enforcement board to~~  
45 ~~correct the conditions at the expense of the property owner.~~

1 **Sec. 14-426. Applicability.**  
2

3 This article shall not be construed to require mowing, clearing or other maintenance of  
4 lots, or portions of lots, encumbered by a conservation easement or where mowing, clearing or  
5 other maintenance conflicts with the requirements of a special development zone, buffer zone, or  
6 environmental constraints.

7  
8 **SECTION 8.** Chapter 14, Article V of the Code of Laws of Leon County, Florida, is hereby  
9 renamed "Nuisance Abatement" and amended to read as follows:

10  
11 **ARTICLE V. NUISANCE ABATEMENT**  
12

13 **Sec. 14-50. Purpose and intent.**  
14

15 It is the intent of this article to promote, protect, and improve the health, safety, and welfare of  
16 the citizens of Leon County by creating an administrative board with the authority to determine  
17 whether a building or premises presents a serious and continuing danger to the public and/or  
18 occupants and enter an order allowing said nuisance to be abated by the county.  
19

20 **Sec. 14-51. Nuisance Abatement Board.**  
21

22 (a) *Creation.* The code enforcement board is hereby designated and established as the  
23 nuisance abatement board. The terms of office of the members of the nuisance abatement board  
24 shall coincide with the terms of office of the code enforcement board. The chair and vice-chair of  
25 the code enforcement board shall serve as chair and vice-chair of the nuisance abatement board,  
26 respectively.  
27

28 (b) *Organization and compensation.* Four or more members of the nuisance abatement  
29 board present at any meeting shall constitute a quorum in order for the board to conduct  
30 business. Members of the board shall serve without compensation. The county administrator  
31 shall provide clerical and administrative personnel as may be required to assist the board in the  
32 proper performance of its duties.  
33

34 (c) *Function.* The nuisance abatement board may consider cases that have an order from the  
35 code enforcement board finding a violation of Section 14-21, 14-31, or 5-314 and remain in  
36 violation of the code enforcement board's order, to determine whether or not a building or  
37 premises presents a serious and continuing danger to the public and/or occupants .  
38

- 39 1. A building or premises presents a serious and continuing danger to the public  
40 and/or occupants when it is not safe. Factors evidencing a determination that a  
41 property is not safe may include, but are not limited to: unsecured or unsecurable  
42 dangerous conditions; a history demonstrating the property owner's failure to  
43 exercise reasonable control over the property, to keep it secure or safe; a history  
44 showing that the property has become an attractive nuisance to children or  
45 transients; a history showing a proliferation of criminal activity due to dilapidated  
46 conditions and lack of management and control over the premises; a history

1 showing that notwithstanding the reasonable efforts of code enforcement staff  
2 and/or the code enforcement board, the property remains in a condition which is  
3 dangerous to the public health, safety and welfare.

- 4  
5 2. The burden is on the county to show by preponderance of the evidence that the  
6 building or premises presents a serious and continuing danger to the public and/or  
7 occupants.

8  
9 (d) Powers. The nuisance abatement board shall have the power to:

- 10  
11 1. Adopt rules for the conduct of the hearings it holds pursuant to Section 14-52.  
12  
13 2. Notice and/or subpoena alleged violators and witnesses to its hearings.  
14  
15 3. Take testimony under oath.  
16  
17 4. Issue orders following a hearing, which orders shall have the force of law,  
18 including ordering the demolition of the dilapidated structure, the repair of the  
19 dilapidated structure to render the dilapidated structure safe, or the removal of  
20 junk should compliance not be achieved within the allotted time.

21  
22 **Sec. 14-52. Notice and hearing procedure.**

23  
24 (a) Notice. If a code inspector determines that a property or premises previously found to be  
25 in violation of Section 14-21, 14-31, or 5-134 by the code enforcement board remains in  
26 violation and believes it to present a serious and continuing danger to the public and/or  
27 occupants of the building, the code inspector shall notify the violator of the public nuisance and  
28 provide him or her a reasonable time to abate the public nuisance. Should the violation continue  
29 beyond the reasonable time specified for abatement, the code inspector shall notify the nuisance  
30 abatement board and request a hearing. The nuisance abatement board, through its clerical staff,  
31 shall schedule a hearing, and notice of such hearing shall be as provided in section 6-36.

- 32  
33 1. Notice of the public nuisance shall be provided to the owner and occupant and  
34 shall include:  
35  
36 a. A description of the public nuisance and the steps needed to be performed  
37 to abate the public nuisance;  
38  
39 b. A reasonable time for the violator to abate the public nuisance;  
40  
41 c. That upon failure to abate the public nuisance as specified in the notice,  
42 the case may be referred to the nuisance abatement board for a hearing  
43 pursuant to Article V of Chapter 14;  
44

1           d. That the county may take all necessary steps to abate the public nuisance,  
2           including but not limited to the demolition of a building or the removal of  
3           junk;

4  
5           e. That the cost of any abatement action by the county will be imposed as a  
6           lien on the subject property and said lien may be subject to foreclosure.

7  
8           2. Notice of the nuisance abatement board hearing shall be provided to the owner  
9           and occupant and shall include:

10                   a. That the county may take all necessary steps to abate the public  
11                   nuisance, including but not limited to the demolition of a building or the  
12                   removal of junk;

13                   b. That the nuisance abatement board has the power to order the  
14                   property to be vacated.

15  
16  
17  
18           3. If the County is seeking to demolish the public nuisance, such notice of the  
19           nuisance abatement board hearing shall be served not only upon the property  
20           owner(s) of record, but shall also be served upon mortgage holders and  
21           lienholders of record.

22  
23           (b) *Hearing Procedure.*

24  
25           1. The chairman of the nuisance abatement board may call board hearings and such  
26           hearings may also be called by a written notice signed by three members of the  
27           board. The board may at any hearing set a future hearing date.

28  
29           2. The nuisance abatement board shall convene as often as demand dictates.

30  
31           3. Minutes shall be kept of all hearings held by the nuisance abatement board and all  
32           such hearings shall be open to the public.

33  
34           4. Each case before the nuisance abatement board shall be presented by a  
35           representative of the county.

36  
37           5. The county will provide counsel to the nuisance abatement board, and in no case  
38           shall the county attorney's staff present a case and represent the board in the same  
39           case. The attorney representing the code enforcement board shall represent the  
40           nuisance abatement board.

41  
42           6. All cases scheduled for a particular day shall be heard. All testimony shall be  
43           under oath and shall be recorded. The nuisance abatement board shall take  
44           testimony from the code inspector, the alleged violator and any other person  
45           familiar with the case and/or property or having knowledge about the case and/or  
46           property. The board shall not be bound by any formal rules of evidence; however,



1 it shall act to ensure fundamental due process in each case brought before the  
2 board.

3  
4 7. At the conclusion of the hearing, the nuisance abatement board shall issue  
5 findings of fact based on evidence of record and conclusions of law, and shall  
6 issue an order affording the proper relief consistent with powers granted herein.  
7 The finding shall be by motion approved by a majority of those members present  
8 and voting, except that at least four members of a seven-member enforcement  
9 board must vote in order for the action to the official. The order may indicate that  
10 it must be complied with by a specified date and, if the order is not complied with  
11 by such date, that the nuisance may be abated by the county and a lien may be  
12 imposed for the cost of the abatement pursuant to Section 14-54.

13  
14 8. A certified copy of such order may be recorded in the public records of the county  
15 and shall constitute notice to any subsequent purchasers, successors in interest, or  
16 assigns, and the findings therein shall be binding upon the violator and, any  
17 subsequent purchasers, successors in interest, or assigns. If an order is recorded in  
18 the public records pursuant to this subsection and the order is complied with by  
19 the date specified in the order, the nuisance abatement board shall issue an order  
20 acknowledging compliance that shall be recorded in the public records. A hearing  
21 is not required to issue such an order acknowledging compliance.

22  
23 9. In the event the owner fails to comply with the time set for the in the order issued  
24 by the nuisance abatement board, the county shall take such action as authorized  
25 by the nuisance abatement board. A second hearing is not required if the code  
26 inspector files an affidavit of non-compliance with the board affirming that the  
27 order was not complied with by the specified date.

28  
29 (c) Extension of time. The nuisance abatement board may grant an extension of time to  
30 comply with the order if the owner has obtained a building permit or demolition permit within  
31 the specified period of time and in good faith and in due time has begun to comply with the  
32 order. A request for an extension of time shall be in writing and shall state the reasons the owner  
33 has been unable to fully comply.

34  
35 Sec. 14-53. Procedure for vacating buildings or premises.

36  
37 (a) Procedure. Notice to vacate a building or premises declared to be a serious and  
38 continuing danger to the public and/or occupants shall be in accordance with Section 6-36. The  
39 property shall be kept posted with the notice to vacate until the property is rendered safe.

40  
41 (b) Penalty. Any person who fails to abide by the notice to vacate or tampers with the  
42 posted notice to vacate shall be punished as provided in Section 1-9.

43  
44 Sec. 14-54. Abatement by county.

1           (a) The county and/or agents or contractors hired by the county shall be authorized to  
2 enter the subject property for the purpose of inspecting and abating the nuisance.

3  
4           (b) In the event the owner fails to comply with the order issued pursuant to Section  
5 14-51 within the time fixed therein, the county, through the county administrator or designee  
6 and/or agents or contractors hired by the county administrator or designee, is authorized to abate  
7 the conditions at the expense of the property owner.

8  
9           (c) Upon having the nuisance abated, the county shall mail, by certified mail, return  
10 receipt requested, to the owner a notice of the cost of abating the conditions. If payment is not  
11 received within 30 days after the mailing of the notice of assessment for the work together with  
12 all costs of inspection and administration, the county may file a lien against the property for the  
13 actual cost of the work, inspection and administration costs, interest, plus reasonable attorney's  
14 fee, and other costs of collecting the sums. Nothing herein shall be construed to prevent the  
15 county from exercising its discretion to increase or decrease charges based on costs  
16 considerations, or utilizing means other than that contemplated in the notice provided for in this  
17 article, to abate the conditions violative of this article.

18  
19           (d) The lien may be recorded in the public records and thereafter shall constitute a  
20 lien against the land on which the public nuisance existed. A lien arising from a fine imposed  
21 pursuant to this article runs in favor of the county, and the county may execute a satisfaction or  
22 release of lien entered pursuant to this section. The county attorney may foreclose on any lien  
23 that remains unpaid or to sue to recover a money judgment for the amount of the lien plus  
24 accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real  
25 property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment  
26 provisions of this section shall not apply to real property or personal property which is covered  
27 under s. 4(a), Art. X of the State Constitution.

28  
29           (e) Making such repairs or abatement does not create a continuing obligation on the  
30 part of the county to make further repairs, abate, or to maintain the property and does not create  
31 any liability against the county for any damages to the property if such repairs or abatement were  
32 completed in good faith.

33  
34 **Sec. 14-55. Emergency situations.**

35  
36           (a) If a public nuisance presents imminent peril to the public health or general  
37 welfare or immediate danger to the life or safety of any person, unless the public nuisance is  
38 immediately rendered safe or demolished, the county administrator or designee shall promptly  
39 cause such building to be made safe or demolished or such junk to be removed.

40  
41           (b) For this purpose, the county administrator or designee and building official may at  
42 once enter such building or land to perform an inspection. Upon inspection, the county  
43 administrator or designee and building official shall determine if the building requires immediate  
44 demolition or repair in order to maintain the safety and welfare of the owner, occupant, or public.  
45 A written report will document the results of the inspection and include photographs  
46 documenting the public nuisance when feasible.

1  
2 (c) If the county administrator or designee determines there is sufficient time prior to  
3 demolition or repair action, a notice of intent to demolish or repair will be provided by certified  
4 mail, return receipt requested, hand delivery, or telephone to the owner and occupant. The county  
5 shall also notify any lienholders. Failure to perfect personal notice upon the owner or occupant  
6 shall not prevent the county from performing the emergency demolition, repairs, or removal and  
7 assessing a lien on the property.

8  
9 (d) All costs incurred during the inspection, vacation, securing and emergency  
10 demolitions, repairs, or removal are the responsibility of the property owner and shall constitute  
11 a lien on the property as set forth in section 14-54.

12  
13 (e) The owner, occupant, or other interested parties may request a hearing with the  
14 nuisance abatement board in writing if the building has not already been demolished or repaired  
15 or the junk has not already been removed. The written notice for appeal must include the  
16 requestor's contact information, including cellular phone number. The hearing will be scheduled  
17 as soon as possible. Notice of the hearing will be mailed to the owner, occupant, and any other  
18 interested parties at least five days prior to the hearing.

19  
20 (f) If no notice was sent prior to the abatement of the public nuisance, the nuisance  
21 abatement board shall hear the case at the next scheduled meeting. Notice advising of the  
22 county's actions and the nuisance abatement board hearing shall be sent to the owner and  
23 lienholder, if any, of the property pursuant to section 6-36.

24  
25 **Sec. 14-56. Appeals.**

26  
27 (a) An aggrieved party and/or the county may appeal a final administrative order of  
28 the nuisance abatement board to the circuit court by writ of certiorari. An appeal shall be filed  
29 within 15 days of the entry of the order to be appealed. As used in this section, "aggrieved party"  
30 means a person who possess a present legal right of present or future enjoyment of the property  
31 by virtue of a deed, title, mortgage, fully executed contract for purchase, lien on estate in the  
32 property, judgment of court, being named a beneficiary in a will or trust of a deceased owner or  
33 the legal spouse of the property owner.

34  
35 (b) The filing of an appeal stays the order of the nuisance abatement board until the  
36 appeal is resolved.

37  
38 (c) The county may proceed with actions to abate the public nuisance should the  
39 building or premises present imminent peril to the public health or general welfare or present  
40 immediate danger to the life or safety of any person.

41  
42 **SECTION 9.** Chapter 14 of the Code of Laws of Leon County, Florida, is hereby amended by  
43 adding Article VI to be entitled "Introduced Exotic Species" (formerly Article IV), which article  
44 shall include and set forth in full Sections 14-60, 14-61, 14-62, 14-63, 14-64, and 14-65 of the  
45 Code of Laws of Leon County, Florida.

1 **SECTION 10.** Section 10-4.352 of Chapter 10 of the Code of Laws of Leon County, Florida, is  
2 hereby amended to read as follows:

3  
4 **Sec. 10-4.352. Exotic species prohibited.**

5  
6 (a) The importation, transportation, sale, propagation or planting of the following  
7 plant species is prohibited in Leon County: Chinese tallow trees (*Sapium sebiferum*), Coral  
8 ardisia (*Ardisia crenata*), ~~and~~ heavenly bamboo (*Nandina domestica*), and those plant species  
9 listed in Section 369.251(1), F.S., as amended, pursuant to the provisions of chapter 14, article  
10 IV.

11  
12 (b) Leon County encourages the removal of Chinese tallow trees (*Sapium sebiferum*),  
13 Coral ardisia (*Ardisia crenata*), ~~and~~ heavenly bamboo (*Nandina domestica*), and those plant  
14 species listed in Section 369.251(1), F.S., as amended.

15  
16 **SECTION 11.** Chapter 14 of the Code of Laws of Leon County, Florida, is hereby amended by  
17 adding Article VII to be entitled "Abandoned Property Registration Program" (formerly Article  
18 V), which article shall include and set forth in full Sections 14-70, 14-71, 14-72, 14-73, 14-74,  
19 14-75, and 14-76 of the Code of Laws of Leon County, Florida.

20  
21 **SECTION 12.** Chapter 6, Article II of the Code of Laws of Leon County, Florida, is hereby  
22 amended to read as follows:

23  
24 **ARTICLE II. CODE ENFORCEMENT BOARD**

25  
26 **Sec. 6-26. Common title.**

27  
28 This article shall be known and may be cited as the Leon County Code Enforcement  
29 Board Ordinance.

30  
31 **Sec. 6-27. Definitions.**

32  
33 The following words, terms and phrases, when used in this ~~article~~chapter, shall have the  
34 meanings ascribed to them ~~in this section~~, except where the context clearly indicates a different  
35 meaning:

36  
37 *Code inspectors* shall mean those authorized agents or employees of the county whose  
38 duty it is to ensure code compliance with the technical codes which are subject to this  
39 ~~division~~chapter.

40  
41 *Enforcement board* shall mean the county code enforcement board created pursuant to  
42 F.S. ch. 162, pt. I [§ 162.01 et seq.].

43  
44 **Sec. 6-28. Creation and membership.**

1 (a) ~~There~~ county is hereby created ~~within the county~~ a code enforcement board  
2 which shall have a jurisdiction within the unincorporated area of the county and be composed of  
3 seven members, all of whom shall be residents of the county.  
4

5 (b) Appointment to the code enforcement board shall be made by the Board of  
6 County Commissioners. The membership of the enforcement board shall, whenever possible,  
7 consist of an architect, a business person, an engineer, a general contractor, a subcontractor, a  
8 realtor and another citizen.  
9

10 (c) Appointments to the code enforcement board shall be for a term of three years.  
11 Members may be reappointed for additional terms. Appointment to fill any vacancy on the board  
12 shall be for the remainder of the unexpired term of the departing board member.  
13

14 (d) Any member of the board who fails to attend two out of three successive meetings  
15 during any calendar year shall automatically forfeit such appointment and the Board of County  
16 Commissioners shall promptly fill such vacancy. Members may also be removed for cause ~~after~~  
17 ~~notice~~.

18 **Sec. 6-29. Organization and expenses.**  
19

20 (a) At the first meeting of the code enforcement board, the members shall elect one of  
21 the members to be chairman. The person so elected shall function as chairman for a one-year  
22 term.  
23

24 (b) Four or more members of the code enforcement board present at any meeting  
25 shall constitute a quorum in order for the board to conduct its business. Members of the board  
26 shall serve without compensation.

27 **Sec. 6-30. Enforcement procedure.**  
28

29 (a) It shall be the duty of the code inspector to initiate enforcement proceedings of the  
30 various codes; however, no member of the code enforcement board shall have the power to  
31 initiate such enforcement proceedings.  
32

33 (b) Except as provided in subsections (c) and (d) of this section, if a violation of the  
34 codes is found, the code inspector shall notify the violator and give him a reasonable time to  
35 correct the violation. Should the violation continue beyond the time specified for correction, the  
36 code inspector shall notify the code enforcement board and request a hearing. The code  
37 enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such  
38 hearing shall be hand delivered or mailed as provided in section 6-36 to the violator. At the  
39 option of the code enforcement board, notice may additionally be served by publication or  
40 posting as provided in section 6-36. If the violation is corrected and then recurs or if the violation  
41 is not corrected by the time specified for correction by the code inspector, the case may be  
42 presented to the enforcement board even if the violation has been corrected prior to the board  
43 hearing, and the notice shall so state.  
44

1 (c) If a repeat violation is found, the code inspector shall notify the violator but is not  
2 required to give the violator a reasonable time to correct the violation. The code inspector, upon  
3 notifying the violator of a repeat violation, shall notify the code enforcement board and request a  
4 hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall  
5 provide notice pursuant to section 6-36. The case may be presented to the enforcement board  
6 even if the repeat violation has been corrected prior to the board hearing, and the notice shall so  
7 state.

8  
9 (d) If the code inspector has reason to believe a violation presents a serious threat to  
10 the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the  
11 code inspector shall make a reasonable effort to notify the violator and may immediately notify  
12 the enforcement board and request a hearing.

13  
14 (e) The burden is on the county to show by preponderance of the evidence that a  
15 violation has occurred.

16  
17 **Sec. 6-31. Function.**

18  
19 The code enforcement board shall have the purpose of conducting hearings relating to the  
20 enforcement of the following provisions as now or hereafter amended:

- 21  
22 (1) Chapter 5, Building and Construction Regulations, Article II, Technical Codes  
23 and Standards;  
24  
25 (2) Chapter 5, Building and Construction Regulations, Article III, Housing Code;  
26  
27 (3) Chapter 10, Land Development Code;  
28  
29 (4) Chapter 14, Property Safety and Maintenance; ~~Public Nuisances, Article I, In~~  
30 ~~General~~;  
31  
32 ~~(5) Chapter 14, Public Nuisances, Article II, Junk;~~  
33  
34 ~~(6) Chapter 14, Public Nuisances, Article III, Lot Mowing; and~~  
35  
36 (5) Chapter 11, Licenses, Taxation and Miscellaneous Business Regulations, Article  
37 XXIV, Refueling Assistance for Persons with Disabilities; and  
38  
39 ~~(7)~~(6) Any provision of the Leon County Code of Laws which the code enforcement  
40 board is specifically granted enforcement jurisdiction.

41  
42 **Sec. 6-32. Hearing procedure.**

43  
44 (a) The chairman of the code enforcement board may call enforcement board  
45 hearings and such hearings may also be called by a written notice signed by three members of  
46 the board. The code enforcement board may at any hearing set a future hearing date.

1  
2 (b) The code enforcement board shall convene at least once every two months, but  
3 | may convene more often as the case demand dictates.

4  
5 (c) Minutes shall be kept of all hearings held by the code enforcement board and all  
6 | such hearings shall be open to the public.

7  
8 (d) The county administrator shall provide clerical and administrative personnel as  
9 | may be required to assist the board in the proper performance of its duties.

10  
11 (e) Each case before the enforcement board shall be presented by a representative of  
12 | the county.

13  
14 (f) The county will provide counsel to the code enforcement board, and in no case  
15 | shall the county attorney's staff present a case and represent the board in the same case.

16  
17 (g) Cases scheduled for a particular day shall be heard. All testimony shall be under  
18 oath and shall be recorded. The board shall take testimony from the code inspector, the alleged  
19 violator and any other person familiar with the case or having knowledge about the case. The  
20 board shall not be bound by any formal rules of evidence; however, it shall act to ensure  
21 | fundamental due process in each case brought before the board.

22  
23 (h) At the conclusion of the hearing, the enforcement board shall issue findings of  
24 fact, based on evidence of record and conclusions of law, and shall issue an order affording the  
25 proper relief consistent with powers granted herein. The finding shall be by motion approved by  
26 a majority of those members present and voting, except that at least four members of a seven-  
27 member enforcement board must vote in order for the action to ~~the~~ be official. The order may  
28 include a notice that it must be complied with by a specified date and that a fine may be imposed  
29 if the order is not complied with by such date. A certified copy of such order may be recorded in  
30 the public records of the county and shall constitute notice to any subsequent purchasers,  
31 successors in interest, or assigns if the violation concerns real property, and the findings therein  
32 shall be binding upon the violator and, if the violation concerns real property, any subsequent  
33 purchasers, successors in interest, or assigns. If an order is recorded in the public records  
34 pursuant to this subsection and the order is complied with by the date specified in the order, the  
35 enforcement board shall issue an order acknowledging compliance that shall be recorded in the  
36 | public records. A hearing is not required to issue such an order acknowledging compliance.

37  
38 (i) Any case may be continued by the code enforcement board for good cause shown.  
39 If the code enforcement board's consideration of a case has already been publicly noticed, the  
40 board's counsel may grant a continuance prior to the meeting at which a case is to be heard,  
41 provided that the request is unopposed by all parties. The continuance shall be announced during  
42 the publicly noticed hearing.

43  
44 | **Sec. 6-33. Powers generally.**

45  
46 | The code enforcement board shall have the power to:

- 1 |
- 2 | (1) Adopt rules for the conduct of the hearings it holds pursuant to section 6-32.
- 3 |
- 4 | (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be
- 5 | served by the sheriff of the county.
- 6 |
- 7 | (3) Subpoena evidence.
- 8 |
- 9 | (4) Take testimony under oath.
- 10 |
- 11 | (5) Issue orders following a hearing, which orders shall have the force of law and
- 12 | shall set forth the steps necessary to be accomplished in order to bring a violation
- 13 | into compliance with the code that has been violated.
- 14 |
- 15 | (6) Access administrative fines and impose liens on real and personal property
- 16 | pursuant to F.S. Ch. 162 and Ch. 125.

17 |

18 | **Sec. 6-34. Administrative fines; liens.**

19 | (a) The code enforcement board, upon notification by the code inspector that an order

20 | of the enforcement board has not been complied with by the set time or, upon finding that a

21 | repeat violation has been committed, may order the violator to pay a fine in an amount specified

22 | in this section for each day the violation continues past the date set by the enforcement board for

23 | compliance or, in the case of a repeat violation, for each day the repeat violation continues past

24 | the date of notice to the violator of the repeat violation. If a finding of a violation or a repeat

25 | violation has been made as provided in this part, a hearing shall not be necessary for issuance of

26 | the order imposing the fine.

27 |

28 | (b) The code enforcement board shall mail the order imposing fine/notice of lien to

29 | the property owner with a notice that the property owner may request a hearing challenging the

30 | fine amount and resulting lien within 20 days from the date of the order. The order imposing fine

31 | and notice of lien shall be recorded after 20 days unless the property owner files a timely request

32 | for hearing. If such a hearing is requested, the hearing shall be limited to a consideration of only

33 | those new findings necessary to impose an appropriate fine and create a lien.

34 |

35 | ~~(b)~~(c) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a

36 | first violation and shall not exceed \$500.00 per day for a repeat violation. If the code

37 | enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a

38 | one-time fine not to exceed \$5,000 per violation. In determining the amount of the fine, if any,

39 | the enforcement board shall consider the following factors:

- 40 |
- 41 | (1) The gravity of the violation.
- 42 | (2) Any actions taken by the violator to correct the violation.
- 43 | (3) Any previous violations committed by the violator.
- 44 |



1 (d) ~~A~~The code enforcement board may reduce a fine imposed pursuant to this  
2 subsection upon request after the violation has been corrected.  
3

4 (e) A lien for a violation of section 14-31 or section 14-41 has a maximum lien  
5 threshold of \$10,000.00 and shall cease accruing once the lien reaches \$10,000.00. Violations  
6 that are found to be repeat violation regardless of the violation, and violations of other sections  
7 of the Code other than section 14-31 and section 14-41 do not have a maximum lien threshold,  
8 unless otherwise stated.  
9

10 (e)(f) A certified copy of an order imposing a fine may be recorded in the public records  
11 and thereafter shall constitute a lien against the land on which the violation exists and upon any  
12 other real or personal property owned by the violator. Upon petition to the circuit court, such  
13 order may be enforced in the same manner as a court judgment by the sheriffs of this state,  
14 including levy against the personal property, but such order shall not be deemed to be a court  
15 judgment except for enforcement purposes. A fine imposed pursuant to this section shall  
16 continue to accrue until the violator comes into compliance or until judgment is rendered in a suit  
17 to foreclose on a lien filed pursuant to this section, whichever occurs first. After three months  
18 from the filing of any such lien which remains unpaid, the code enforcement board may  
19 authorize the county attorney to foreclose on the lien. No lien created pursuant to the provisions  
20 of this section may be foreclosed on real property which is a homestead under Fla. Const. art. X,  
21 § 4. A lien arising from a fine imposed pursuant to this section runs in favor of the county, and  
22 the county may execute a satisfaction or release of lien entered pursuant to this section.  
23

24 **Sec. 6-35. Appeals.**  
25

26 An aggrieved party, including the county, may appeal a final administrative order of the  
27 code enforcement board to the circuit court. An appeal shall be filed within 30 days of the  
28 execution of the order to be appealed.  
29

30 **Sec. 6-36. Notices.**  
31

32 (a) All notices required by this article shall be provided to the alleged violator by  
33 certified mail, return receipt requested; by hand delivery by the sheriff, code inspector or other  
34 person designated by the Board of County Commissioners; ~~or~~ by leaving the notice at the  
35 violator's usual place of residence with any person residing therein who is above 15 years of age  
36 and informing such person of the contents of the notice; or, in the case of commercial premises,  
37 leaving the notice with the manager or other person in charge.  
38

39 (1) If any notice sent by certified mail is not signed as received within 30 days  
40 after the postmarked date of mailing, notice may be provided by posting as  
41 described in subsection (c).  
42

43 (b) In addition to providing notice as set forth in subsection (a) of this section, at the  
44 option of the code enforcement board, notice may also be served by publication as follows:  
45

1 (1) Such notice shall be published once during each week for four consecutive  
2 weeks (four publications being sufficient) in a newspaper of general  
3 circulation in the county. The newspaper shall meet such requirements as  
4 are prescribed under F.S. ch. 50 for legal and official advertisements.

5  
6 (2) Proof of publication shall be made as provided in F.S. §§ 50.041 and  
7 50.051.

8  
9 ~~(3) Notice by publication may run concurrently with, or may follow, an~~  
10 ~~attempt or attempts to provide notice by hand delivery or by mail as~~  
11 ~~required under subsection (a).~~

12  
13 (c) In lieu of publication as described in subsection (b), such notice may be posted at  
14 least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the  
15 notice, at the property upon which the violation is alleged to exist and at the front door of the  
16 courthouse or the main county governmental center.

17  
18 ~~(e)(d)~~ Evidence that an attempt has been made to hand deliver or mail notice as provided  
19 in subsection (a), together with proof of publication or posting as provided in subsections (b) and  
20 (c), shall be sufficient to show that the notice requirements of this article have been met, without  
21 regard to whether or not the alleged violator actually received such notice. Notice by publication  
22 or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by  
23 hand delivery or by mail as required under subsection (a).

24  
25 **SECTION 13.** Section 5-314 of Chapter 5 of the Code of Laws of Leon County, Florida, is  
26 hereby amended to read as follows:

27  
28 **Sec. 5-314. Unsafe buildings.**

29  
30 (a) All dwellings, apartment houses, rooming houses or buildings or structures used  
31 as such which are unsafe, unsanitary, unfit for human habitation, or not provided with adequate  
32 egress; or which constitute a fire hazard, or are otherwise dangerous to human life, or which in  
33 relation to existing use constitute a hazard to safety or health by reason of inadequate  
34 maintenance, dilapidation, obsolescence, or abandonment, are severally in contemplation of this  
35 section, unsafe buildings.

36  
37 (b) All such unsafe buildings are hereby ~~declared illegal~~ prohibited and shall be  
38 abated by repair and rehabilitation or by demolition in accordance with the following procedure:

39  
40 (1) Whenever the housing official determines that there are reasonable  
41 grounds to believe that there has been a violation of any provision of this  
42 article or of any rule or regulation adopted pursuant thereto, he or she shall  
43 give written notice of such alleged violation to the owner person ~~or~~  
44 ~~persons responsible therefor~~ and such alleged violation shall constitute a  
45 nuisance. Such written notice shall state:  
46

1            a. A description of the unsafe building and the steps needed to be  
2            performed to abate the unsafe building.

3  
4            b. A reasonable time for the violator to abate the unsafe building.

5  
6            c. That upon failure to abate the unsafe building as specified in the  
7            notice, the case may be referred to the code enforcement board for a  
8            hearing pursuant to section 6-32.

9  
10           ~~a. Be put in writing.~~

11           ~~b. Include a statement of the reasons why it is being issued.~~

12           ~~c. Allow 120 days time for the performance of any act it requires or a~~  
13           ~~longer period of time allowed by the housing official.~~

14  
15           ~~Such notice shall further state that, if such repairs, reconstruction,~~  
16           ~~alterations, removal or demolition are not voluntarily completed within the~~  
17           ~~stated time as set forth in the notice, the housing official shall institute~~  
18           ~~such legal proceedings charging the person with a violation of this article.~~

19  
20           (2)    Service of the notice shall be as provided in section 6-36, follows:

21  
22           ~~a. By delivery to the owner personally, or by leaving the notice at the~~  
23           ~~usual place of abode of the owner with a person of a suitable age~~  
24           ~~and discretion; or~~

25           ~~b. By depositing the notice in the United States mail addressed to the~~  
26           ~~owner at his last known address with postage prepaid thereon; and~~

27           ~~c. By posting and keeping posted for 24 hours a copy of the notice in~~  
28           ~~a conspicuous place on the premises to be repaired.~~

29  
30           (c) If the conditions identified in the notice are not remedied within the time set forth  
31           in the notice, the housing official shall request a hearing with the code enforcement board.

32  
33           (d) All unsafe buildings which have been secured as a result of the notice of violation  
34           shall be subject to inspection.

35  
36           (e) This section does not preclude the county from seeking enforcement action under  
37           chapter 14.

38  
39           **SECTION 14. Severability.** If any provisions or portion of this Ordinance is declared by any  
40           court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining  
41           provisions and portions of this Ordinance shall remain in full force and effect.

42  
43           **SECTION 15. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions  
44           of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any  
45           conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which

1 provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or  
2 in part, with the said Comprehensive Plan.

3  
4 **SECTION 16. Effective Date.** This ordinance shall have effect upon becoming law.

5  
6 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon  
7 County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

8  
9  
10 LEON COUNTY, FLORIDA

11  
12  
13 By: \_\_\_\_\_  
14 John E. Dailey, Chairman  
15 Board of County Commissioners  
16

17 ATTESTED BY:  
18 Gwendolyn Marshall, Clerk of Court  
19 & Comptroller  
20 Leon County, Florida

21  
22  
23 By: \_\_\_\_\_

24  
25  
26 APPROVED AS TO FORM:  
27 Leon County Attorney's Office

28  
29  
30 By: \_\_\_\_\_  
31 Herbert W. A. Thiele, Esq.  
32 County Attorney

33 |  
34 F95-00028

**Leon County  
Board of County Commissioners**

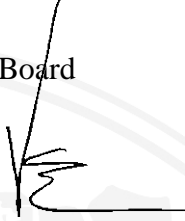
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Acceptance of the 2016 Concurrency Management Annual Report

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Ryan Guffey, Concurrency Management Planner

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2016 Concurrency Management Annual Report (Attachment #1).

## **Report and Discussion**

### **Background:**

Pursuant to Leon County ordinance, this item seeks Board acceptance of the Concurrency Management Annual Status Report. The Board adopted a Concurrency Management Ordinance (Article III, Chapter 10 of the Leon County Code of Laws) on October 16, 1990. The purpose of the Ordinance is to effectuate the implementation of the Tallahassee-Leon County Comprehensive Plan. Section 10-3.106(d) of the Leon County Code of Laws requires that an annual status report, as outlined in the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan, be provided to the Board (Attachment #1).

The Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan identifies several programs to be adopted by the County to ensure the goals, objectives and policies established in that element will be maintained. One of the programs identified is the Concurrency Implementation and Monitoring System. A component of the Concurrency Monitoring System is an annual report. The annual report is to summarize the actual capacity and forecast the projected capacities for the next five years for each of the seven concurrency facilities (roadways, solid waste, parks and recreation, stormwater management, sanitary sewer, potable water, and mass transit).

The County is the local government with sole jurisdiction over the provision of solid waste disposal services and park facilities countywide. The City of Tallahassee provides services through either inter-local or franchise agreements with the County for parks, sanitary sewer, and potable water. The annual report includes an assessment of the level of service (LOS) of each concurrency facility within the jurisdiction of the County. It also includes an evaluation of the actual LOS standards adopted in the Capital Improvements Element Policy (1.1.3) of the Tallahassee-Leon County Comprehensive Plan.

As of June 6, 2008, school concurrency became effective in Leon County; however, Florida Statute made school concurrency optional in 2011. Leon County has maintained the requirement under its home rule authority. The Leon County School Board is responsible for reviewing all residential development within Leon County for impacts to the school system. Mitigation may be required for any project that causes the capacity for a school or schools to be exceeded.

### **Analysis:**

The following is a brief summary of the 2016 Concurrency Management Annual Report:

- There are 446 roadway segments monitored in the Concurrency Management System (CMS) (Attachment #2).
- Twenty-five (25) roadway segments are currently operating at 100% volume to capacity ratio or greater, and are therefore exceeding the LOS adopted in the Tallahassee-Leon County Comprehensive Plan (Attachment #3). Seventeen (17) of the twenty-five (25) segments that are operating below the adopted LOS are state roads; the remaining eight (8) operating below the LOS standard are county roads. Six (6) of the county roads operating below the LOS standard are based on committed demand, not trips currently on

the road. Two (2) county roadway segments are operating below the LOS standard based on existing traffic counts.

- The operation of the Gum Road Transfer Station continues to allow the CMS to meet solid waste LOS requirements by analyzing solid waste for each new development, rather than projecting landfill capacities.
- Stormwater LOS is met when the project meets the permitting requirements of the Environmental Management Act.
- Potable water capacity will be available for new development contingent on the proximity of the development to existing water service.
- Both the City and Talquin Electric Cooperative have capacity in their sanitary sewer facilities to serve existing development for the foreseeable future.
- Mass transit service to County residents within the Urban Service Area meets the adopted LOS, and is expected to continue to do so for the next five years.
- Attachment #4 contains a list of parks and recreation facilities within Leon County. The LOS Standard for Regional Parks and Area Parks has been met and will provide sufficient capacity to serve the existing population needs of Leon County. There is no LOS standard for resource management facilities.

**Options:**

1. Accept the 2016 Concurrency Management Annual Report.
2. Do not accept the 2016 Concurrency Management Annual Report.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. 2016 Concurrency Management Annual Report
2. Concurrency Roadway Inventory
3. Roadway Segments Exceeding the LOS Standard in Leon County
4. Inventory of Parks and Recreation Facilities



**LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT  
AND ENVIRONMENTAL MANAGEMENT  
CONCURRENCY ANNUAL REPORT  
2016**



**LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL  
MANAGEMENT  
435 NORTH MACOMB STREET, 2<sup>nd</sup> FLOOR  
TALLAHASSEE, FLORIDA 32301  
850-606-1300  
[WWW.LEONPERMITS.ORG](http://WWW.LEONPERMITS.ORG)**

## 2016 CONCURRENCY ANNUAL REPORT

---

### Executive Summary

#### Transportation System Deficiencies:

There are 446 segments within the Concurrency Management System (CMS). The segments noted reflect all functionally classified segments which have an LOS established in the Comprehensive Plan. Not all segments within the CMS are County Roads. Twenty five of the 446 segments are below the minimum required Level of Service (LOS) Eleven of the 25 segments are operating below the adopted LOS or overcapacity based on traffic counts. The remaining 14 segments are operating at or below the adopted LOS due to the reservation of capacity associated with new or vested/exempt projects.

#### Mass Transit:

Number of Star Metro routes outside of the City limits: 2

#### Solid Waste:

Amount of solid waste reserved per capita in Leon County: 7.40 pounds

#### Parks and Recreation:

Regional Parks: The LOS Standard for regional parks is 8 acres per 1,000 population. Leon County provides 9.12 acres of county regional parks per 1,000 population or 4,071 acres within Leon County, meeting the LOS Standard for regional parks.\*

Resource Management Areas: There is no LOS Standard for concurrency purposes. There are 116,992 acres designated as resource management areas.

Area Parks: The LOS Standard is 1 acre per 1,000 population. Leon County provides 2.34 acres per 1,000 population, or 840 acres. Leon County is meeting the LOS Standard for area parks.\*

#### Water and Sewer Facilities:

City of Tallahassee Utilities (Water) – 84,064 residential and commercial service points.

City of Tallahassee Utilities (Sewer) – 71,940 residential and commercial service points.

Talquin Electric (Water) – 9,322 Parcels Served

Talquin Electric (Sewer) – 4,459 Parcels Served

Septic Tanks (est. from Florida Department of Health) – 38,500

The City of Tallahassee and Talquin Electric have the ability to provide service for the foreseeable future.

\* Please note that some regional parks and area parks were re-classified; therefore, the acreage totals changed from last year's concurrency annual report.

**2016 CONCURRENCY ANNUAL REPORT**

**ROADWAY FACILITIES**

**Level of Service Standards for Roadways**

The adopted LOS for individual roadways is a quantitative measure describing operation conditions within a traffic stream. The adopted LOS of a roadway, at the time of Comprehensive Plan adoption, is dependent on the location and functional classification of that roadway. The maximum service flow for each roadway at its adopted LOS is dependent on the prevailing roadway and traffic conditions for each County roadway segment. Each type of roadway has unique characteristics that dictate maximum service flow at the adopted LOS. In addition to roadway conditions, traffic conditions such as vehicle types, lane distribution, and directional distribution are influential factors in determining maximum service flow at the adopted LOS of a roadway. LOS Standards are defined as follows:

- LOS ‘A’ – The highest quality of traffic service, when motorists are able to travel at their desired speed.
- LOS ‘B’ – Similar to LOS ‘A’, although the presence of other vehicles becomes noticeable.
- LOS ‘C’ – The influence of increased traffic density becomes marked. The ability to maneuver within the traffic stream is affected by the presence of other vehicles.
- LOS ‘D’ – The traffic flow is unstable and the ability to maneuver is severely restricted due to traffic congestion. Travel speed is reduced by the increasing volume.
- LOS ‘E’ – The road is operating at or near the design capacity of the road. Disruptions in the traffic flow are not readily dissipated and regression to LOS ‘F’ occurs frequently.
- LOS ‘F’ – The road is heavily congested with traffic demand exceeding the design capacity of the road.

The adoption of a maximum service volume is based on the lowest allowed LOS for the operation and maintenance of roadway facilities in a region.

**Level of Service Designations for County Roadways**

The Tallahassee/Leon County Comprehensive Plan (Mobility Element Policy 1.5.1) establishes the following peak hour minimum LOS for Tallahassee and Leon County:

**TABLE 1**

Functional Classification	Inside the USA	Outside the USA
Interstate, Intrastate, Limited Access Parkways	C	B
Principal Arterials	D	C
Minor Arterials	D / E*	C
Major and Minor Collectors	D / E*	C
Local Streets	D	D

\*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the LOS shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS "D" for both programming improvement and concurrency purposes.

## 2016 CONCURRENCY ANNUAL REPORT

---

### Capacity Constrained Facilities

In response to the increasing number of facilities that are classified as over-capacity and the limited means to address these capacity constraints, the Tallahassee-Leon County Comprehensive Plan allows some roadway segments classified as capacity constrained to be eligible for a commensurate mitigation contribution to be utilized for concurrency approval for projects that significantly impact these segments. Capacity constrained segments are segments with any of the following characteristics:

1. The improvement that would otherwise resolve the deficiency is not feasible due to environmental constraints, regulatory constraints, or prohibitively costly right-of-way demands, or;
2. The improvement that would otherwise resolve the deficiency is not desirable in that it is inconsistent with clearly defined community goals or long term plans, or;
3. The improvement that would otherwise resolve the deficiency is not desirable in that it clearly represents an economically inefficient measure that will address a public facility deficiency only on a temporary, limited basis.

In the Leon County Concurrency Management System (CMS), the segment of North Monroe from Sessions to Fred George is the only segment currently identified as a 'Capacity Constrained' segment and eligible for the commensurate mitigation strategy.

### Present Conditions

On the basis of the roadway and traffic criteria described above, and in accordance with the above-referenced standards for LOS (as of January 6, 2017), six (6) segments had an adopted LOS of 'B', 200 segments had an adopted LOS of 'C', 219 had an adopted LOS of 'D', and 21 segments had an adopted LOS of 'E.' Of the 446 segments monitored in the Concurrency Management System, twenty-five (25) are operating at or below the adopted LOS in either the peak or non-peak direction. Eleven (11) of the twenty-five (25) segments are operating below the adopted LOS or overcapacity based on existing traffic flow, i.e., as determined by actual traffic counts. The remaining fourteen (14) segments are operating at or below the adopted LOS due to the reservation of capacity associated with new projects or projects that are vested/exempted from the Comprehensive Plan. Available capacity is defined as the capacity of a road segment taking into consideration the existing traffic counts, the vested trips assigned to the segment and the approved projects that would be using the segment.

Attachment #2 identifies the current condition of every road monitored in the CMS. The segments are highlighted according to their volume/capacity ratio (v/c). Segments that are critically deficient (i.e. greater than 110% v/c) are highlighted in red, segments with a v/c ratio of 100-110% are highlighted in orange, and segments that have a v/c ratio of 80-100% are highlighted in yellow. Any segment operating below a v/c ratio of 80% is not highlighted. A list of roadway segments exceeding the LOS standard is included as Attachment #3.

## 2016 CONCURRENCY ANNUAL REPORT

---

### **Possible Alternatives to Transportation Concurrency**

The Tallahassee-Leon County Planning Department has solicited a Request for Proposal (RFP) for a consultant to study alternatives to concurrency. These alternatives include a revised Concurrency Management Policies and Procedures Manual, an impact fee, or a mobility fee. A mobility fee is a form of a transportation impact fee where an applicant pays a greater amount for a use in areas without urban infrastructure. Future action on this item requires participation by both the City and the County. The Tallahassee-Leon County Planning Department is the lead agency on transportation concurrency alternatives, as some amendments to the Comprehensive Plan may be necessary for implementation.

### **SOLID WASTE**

The State requires local government to establish and maintain LOS for the disposal of solid waste, and as such is a concurrency facility. The CMS requires solid waste monitoring pursuant to Policy 1.5.1 of the Solid Waste Sub-Element of the Utilities Element of the Tallahassee-Leon County Comprehensive Plan. The LOS for solid waste is measured in pounds per capita, per day. For the year 2016, the solid waste LOS measure was 7.40 pounds per capita, per day. This is a way to measure demand generated by a development and directly impacts the life of solid waste facilities. Leon County is meeting the LOS standard for solid waste.

With the development of the Gum Road Transfer Station, the Leon County CMS no longer analyzes the remaining capacity in the Leon County Landfill for new developments approved in the County. The Springhill Landfill is expected to have capacity for the next thirty-nine (39) years. The current focus is on how much solid waste is expected to be produced for each new development and how much capacity remains at the facilities outside the County's jurisdiction that are used for its solid waste.

### **PARKS AND RECREATION**

Parks and Recreation facilities are not considered required concurrency facilities under state law. Local governments still have the option of maintaining the existing system for determining concurrency for these types of facilities. Leon County adopted LOS Standards for Regional Management Areas, Regional Area Parks, Area Parks, and Neighborhood Parks in 2009. Resource Management Areas and Neighborhood Parks are not part of the Concurrency Management System (CMS).

“Resource Management Area” is a park category that was created to address the very large acreage of land in the Apalachicola National Forest, Lake Talquin State Forest, and Edwards Wildlife Area. These areas are a great resource to the citizens of Leon County. However, their function is primarily focused on resource management and the recreational opportunities are limited. Counting these large land holdings as part of the Tallahassee-Leon County Regional Park System would dramatically increase the acres of land per population, but would not be an accurate reflection of a broad range of recreational opportunities.

The Comprehensive Plan contains an LOS standard of eight (8) acres per 1,000 population for Regional Parks in Leon County. The Florida Statewide Comprehensive Outdoor Recreation Plan

## 2016 CONCURRENCY ANNUAL REPORT

---

recommends 5 acres per 1,000 population for parks designed to serve the recreation needs of an entire city or county. Leon County provides 9.12 acres of county parks per 1,000 population, thus meeting the requirement of eight (8) acres per thousand population for Regional Parks.

The Area Park and Neighborhood Park LOS is one acre per 1,000 population. Leon County Concurrency Management will monitor new residential development to ensure the LOS for Regional and Area Parks are maintained. The LOS for Neighborhood Parks is only applicable to the City of Tallahassee. Sufficient capacity exists to meet the demands of the population for the next five years and beyond. A list of recreational facilities maintained by the Leon County Division of Parks and Recreation Department is provided as Attachment #4. Leon County acquired the Robinson Road Passive Park and the Orchard Pond Trail in 2016.

### **STORMWATER**

Drainage is considered a concurrency facility by the Growth Management Act. The County has adopted a performance-based LOS for stormwater, which is identified in Policy 1.5.2 of the Stormwater Management Sub-Element of the Utilities Element of the Tallahassee - Leon County Comprehensive Plan. A performance-based LOS is focused on meeting the goals of the Environmental Management Act (EMA). The EMA was developed in conjunction with input from various entities, which commenced with an initial directive from the Board of County Commissioners, followed by staff working with diverse parties representing a wide spectrum of the community. In conjunction with all the stakeholders' feedback, performance expectations were specified within the EMA. Parameters (expectations) covering Stormwater Quality (aka Stormwater Treatment Standards), Stormwater Quantity (aka Stormwater Rate and Volume Standards), Environmentally Sensitive Area protections (Wetlands, Watercourses, Water-bodies, Lakes Special Development Zones, Karst Features, etc.) were specifically stated as part of the initial Performance Expectations Development Phase.

All proposed development activities are subject to the above EMA ordinances (Performance Expectations), and go through a review/permitting stage (Performance Planning). Proposed mitigation measures are designed by applicants and reviewed for compliance by staff. Once permitted development activities have been completed, a final inspection (Performance Evaluation) is conducted. This has a goal of verifying the performance of the built infrastructure (i.e. Meets or Exceeds Standards, or Below Standards). A follow-up coordination with the Developer/Contractor/Engineer of Record for the project (Performance Evaluation Session) is completed, and work performance of the built infrastructure is discussed. To ensure long-term/continuous conformity to the set Performance-Base LOS, a three year Operating Permit is required.

### **POTABLE WATER**

Potable water is a requirement of concurrency on both the State and local level. In general, on-site wells furnish County residents outside the Urban Services Area (USA) with potable water. Within the City/County Water and Sewer agreement, certain County residents located within the USA and within a County-approved franchise area may, however, be required to connect to the City of Tallahassee (COT) or a Talquin Electric Cooperative central potable water system.

## 2016 CONCURRENCY ANNUAL REPORT

---

Policy 1.2.2 of the Potable Water Sub-Element of the Utilities of the Utilities of the Tallahassee-Leon County Comprehensive Plan states that the LOS standard inside the USA is 160 gallons per capita, per day. Policy 1.2.3 of the Potable Water Sub-Element of the Utilities Element of the Tallahassee-Leon County Comprehensive Plan states that the LOS standard outside the USA is 100 gallons per day. This LOS is met by both the COT and Talquin Electric.

According to COT Utilities estimates, sufficient potable water exists for development for the foreseeable future. Currently, the COT Utilities Department serves approximately 84,000 customers with potable water service in the City and County.

Talquin Electric Cooperative has indicated that capacity for new development is contingent upon the proximity of the development to existing water service. The Planning Department estimated that 9,322 parcels are served by Talquin Electric for water service.

### **SANITARY SEWER**

Sanitary sewer is a requirement for concurrency at the local level. The majority of the population residing within unincorporated Leon County use on-site systems, i.e. septic tanks, and in a few minor exceptions, package treatment plants, as their method of sewage treatment in the unincorporated area outside the USA. Septic tanks are permitted by the Leon County Public Health Unit of the Florida Department of Health pursuant to the Florida Administrative Code. On-site systems must also comply with the provisions of the Comprehensive Plan. The Florida Department of Environmental Protection permits package treatment plants. With the Water and Sewer Agreement, County residents located within certain portions of the USA may be required to use sanitary sewer, provided that service is available and adequate capacity available. The LOS for sewer is met by both the COT and Talquin Electric.

According to COT Utilities estimates, sufficient sewer service exists for development for the foreseeable future. Currently, the COT Utilities Department serves approximately 72,000 customers with sewer service in the City and County.

Talquin Electric Cooperative will accommodate existing and future development by creating capacity through their five (5) year improvement plan within its sewer franchise areas. The Planning Department estimated that over 4,400 parcels are served by Talquin Electric for sewer service. The most recent estimate of the number of septic tanks in Leon County is 38,500 (Source: Florida Department of Health).

### **MASS TRANSIT**

Two routes provide service to the unincorporated areas of Leon County: Azalea and Big Bend. The Azalea Route provides service to the Fallschase Shopping Center, which serves as a regional park-n-ride lot. The Big Bend route travels north and south along Monroe Street and reaches the County in the south along Woodville and Crawfordville Highways, north of Capital Circle, and at the north along U.S. 27 from the interstate to Fred George Road.

Star Metro developed a route to the North Monroe/Lake Jackson area in its role as a Community Transportation Coordinator. The goal of the service is to provide adequate transportation for the

## 2016 CONCURRENCY ANNUAL REPORT

---

elderly, the disabled and low-income citizens that lack the ability to meet their medical, educational, employment, and life sustaining needs. This service provides curb-to-curb transportation and requires the customer to schedule the ride at least 2 hours in advance.

The Lake Jackson StarLink serves Northwest Leon County and was officially launched on February 28, 2014. It operates Monday through Friday, except for holidays that StarMetro fixed route does not operate. Services are available during peak times (6:00 a.m. - 9:00 a.m. and 4:00 p.m. – 7:00 pm), and generates approximately 430 trips per month.

Following the success of the Lake Jackson FLEX route, StarMetro developed a similar route on the southside of Tallahassee. The goal of the service is to provide adequate transportation for the elderly, the disabled and low-income citizens that lack the ability to meet their medical, educational, employment, and life sustaining needs. This service provides curb-to-curb transportation and requires the customer to schedule the ride at least two (2) hours in advance.

The Southside FLEX operates Monday through Friday from 6:00 a.m. - 7:00 pm, except for holidays in which StarMetro fixed route does not operate. The service area is north of Capital Circle, east of Ridge Road, south Paul Russell and Bragg Roads, and west of Jim Lee Road. The key stops are located at the South Monroe Commons Shopping Center and the Veteran's Affairs (VA) Clinic. The Southside FLEX will connect citizens in the southern portion of Leon County with three of StarMetro's fixed routes (Big Bend, Gulf and Moss) at the South Monroe Commons Shopping Center. The Southside FLEX covers an area of approximately seven (7) square miles with a population of approximately 9,150. The Southside FLEX officially launched on October 12, 2016, in conjunction with the opening of the VA Clinic.

### **BICYCLE AND PEDESTRIAN FACILITIES**

The Capital Region Transportation Planning Agency adopted the Regional Mobility Plan (RMP), which focuses on mobility needs within a four (4) county region. The provision of bicycle and pedestrian facilities is an important goal of the RMP. All concurrency mitigation dollars within the Multi-Modal Transportation District (MMTD) are used to fund bicycle, pedestrian, and transit facilities. The MMTD is located within the City limits; areas outside of the MMTD have a different split between roadway projects and bicycle, pedestrian, and transit improvements. Concurrency mitigation in these areas is used in the following manner: 80% roadway improvements and 20% for bicycle, pedestrian, and transit projects. Policy 1.5.5 of the Mobility Element of the Tallahassee Leon County Comprehensive Plan contains a goal to provide an LOS Standard of 'C' on designated north/south and east west roadways, provided at 1½ mile intervals in the MMTD. There is approximately 48 miles of bicycle lanes and 106 miles of shoulder for bicycle use. Currently, there are approximately 81 miles of sidewalks in unincorporated Leon County. The goal of the mobility element is to reach performance targets in the MMTD within the 20 year horizon of the Comprehensive Plan. There is no LOS standard for bicycle and pedestrian facilities in the unincorporated portion of Leon County. However, there is an LOS standard for bicycle and pedestrian facilities within the MMTD, which is entirely contained with the city limits.

The Tallahassee-Leon County Planning Department coordinates with Leon County Public Works and the City of Tallahassee Underground Utilities and Public Infrastructure Engineering



## 2016 CONCURRENCY ANNUAL REPORT

---

Department to implement bicycle facility improvements during roadway resurfacing, restoration, and rehabilitation projects. The Blueprint Intergovernmental Agency also implements bicycle and pedestrian facility projects leveraging funds from the Leon Penny Sales Tax Program. Leon County Public Works collects sidewalk funds from some projects through the “fee in lieu” program. The proposed project must meet certain criteria to qualify for this program. The money collected is utilized for higher priority sidewalk projects.

### **SCHOOL CONCURRENCY**

School concurrency became effective in Leon County in 2008, which was consistent with State law at the time; however, school concurrency is now optional under Florida Statute. Leon County has maintained the requirement and requires an application for school concurrency with new residential projects. The Leon County School Board provides an analysis on school capacity based on that application. DSEM will not issue a Final Certificate of Concurrency without documentation from the Leon County School Board that sufficient capacity is available, or that an agreement between the applicant and the School Board has been executed to provide mitigation for impacts to the school system.

### **SUMMARY**

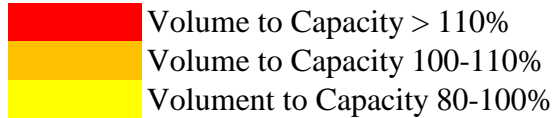
Currently, the CMS classifies twenty-five (25) roadway segments currently operating at 100% volume to capacity ratio or greater, and are therefore exceeding the LOS adopted in the Tallahassee-Leon County Comprehensive Plan (Attachment #3). Seventeen (17) of the twenty-five (25) segments that are operating below the adopted LOS are state roads. The remaining eight (8) operating below the LOS standard are county roads. Six (6) of the county roads operating below the LOS standard are based on committed demand, not trips currently on the road. Two (2) county roadway segments are operating below the LOS standard based on existing traffic counts. These roadway segments handle the majority of the traffic in the region and are located in many of the areas exhibiting the strongest demand for development.

Leon County is meeting the objectives of the Comprehensive Plan in regards to capacity for parks and recreational facilities. The parks and recreation needs of Leon County should be met for the future based on the LOS.

According to officials from the Springhill Landfill in Jackson County, there is sufficient capacity in the landfill to service Leon County for thirty nine (39) years. Local utility providers will have the ability to service the residents of Leon County for the foreseeable future.

Star Metro launched new service in the Southside Area of Tallahassee in October, 2016. This route has been a success. Two Star Metro routes currently service the unincorporated county. As demand continues to increase, one can expect further routes based on need.

CONCURRENCY ROADWAY INVENTORY



Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir. Vol.	Pm. Pk Dem.	Com- mitted Dem.	Rem. Cap.	
10100	Acadian Boulevard	Weems to Sabine	EB	E	900	1	29	30	870	3.33%
10101	Acadian Boulevard	Sabine to Weems	WB	E	450	1	0	1	449	0.22%
10130	Acadian Boulevard	Sabine to Fallschase	EB	E	1420	1	15	16	1404	1.13%
10131	Acadian Boulevard	Fallschase to Sabine	WB	E	1420	1	3	4	1416	0.28%
11440	Aenon Church Road	Sullivan to Blountstown	NB	D	740	63	2	65	675	8.78%
11441	Aenon Church Road	Blountstown to Sullivan	SB	D	740	45	3	48	692	6.49%
11450	Aenon Church Road	Blountstown to Gum	NB	D	740	183	281	464	276	62.70%
11451	Aenon Church Road	Gum to Blountstown	SB	D	740	127	200	327	413	44.19%
11460	Aenon Church Road	Gum to Tennessee	NB	D	740	209	226	435	305	58.78%
11461	Aenon Church Road	Tennessee to Gum	SB	D	740	169	36	205	535	27.70%
12840	Apalachee Parkway	Conner Ext. to Williams Road	EB	D	1960	1254	237	1491	469	76.06%
12841	Apalachee Parkway	Williams Road to Conner Ext.	WB	D	1960	502	343	845	1115	43.12%
12860	Apalachee Parkway	Williams Road to Chaires	EB	D	2800	1050	122	1172	1628	41.85%
12861	Apalachee Parkway	Chaires to Williams Rd	WB	D	2800	415	68	483	2317	17.24%
12880	Apalachee Parkway	Chaires to Jefferson County	EB	C	2800	432	80	512	2288	18.28%
12881	Apalachee Parkway	Jefferson County to Chaires	WB	C	2800	223	10	233	2567	8.32%
13150	Arendell Way	Mahan to Miccosukee	NB	D	1120	14	81	95	1025	8.51%
13151	Arendell Way	Miccosukee to Mahan	SB	D	1120	9	21	30	1090	2.66%
13460	Balkin Rd	Capital Circle to Ballard	EB	E	660	45	6	51	609	7.73%
13461	Balkin Rd	Ballard to Capital Circle	WB	E	324	60	2	62	262	19.14%
13470	Ballard Rd	Balkin to Rainbow	NB	D	740	69	4	73	667	9.83%
13471	Ballard Rd	Rainbow to Balkin	SB	D	740	66	6	72	668	9.68%
13500	Bannerman Road	Meridian to Preservation	EB	D	1140	285	102	387	753	33.95%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Committed	Dem. Cap.	
13501	Bannerman Road	Preservation to Meridian	WB	D	1140	214	9	223	917	19.56%
13540	Bannerman Road	Bull Headley to Tekesta Rd	EB	D	1140	943	342	1285	-145	112.72%
13541	Bannerman Road	Tekesta Rd to Bull Headley	WB	D	1140	564	111	675	465	59.21%
13560	Bannerman Road	Tekesta to Thomasville	EB	D	1140	531	168	699	441	61.32%
13561	Bannerman Road	Thomasville to Tekesta	WB	D	1140	943	255	1198	-58	105.09%
13562	Bannerman Road	Quail Valley to Thomasville	EB	D	1140	564	98	662	478	58.07%
13563	Bannerman Road	Thomasville to Quail Valley	WB	D	1140	943	107	1050	90	92.11%
13650	Barineau Road	Blountstown to Tennessee	NB	D	740	53	141	194	546	26.22%
13651	Barineau Road	Tennessee to Blountstown	SB	D	740	109	41	150	590	20.27%
13820	Baum Rd	Capitola to Wadesboro	NB	C	430	81	49	130	300	30.33%
13821	Baum Rd	Wadesboro to Capitola	SB	C	430	86	28	114	316	26.59%
13840	Baum Rd	Wadesboro to 90 East	NB	C	430	45	21	66	364	15.35%
13841	Baum Rd	90 East to Wadesboro	SB	C	430	38	1	39	391	9.07%
13860	Baum Rd	90 East to Miccosukee	NB	C	430	45	15	60	370	13.88%
13861	Baum Rd	Miccosukee to 90 East	SB	C	430	38	25	63	368	14.53%
13880	Beech Ridge Trail	Bannerman to Kinhega	NB	D	1140	22	2	24	1116	2.11%
13881	Beech Ridge Trail	Kinhega to Bannerman	SB	D	1140	32	3	35	1105	3.07%
14340	Benjamin Chaires Rd	Capitola to Buck Lake	NB	C	430	34	14	48	382	11.16%
14341	Benjamin Chaires Rd	Buck Lake to Capitola	SB	C	430	24	2	26	404	6.05%
15740	Blountstown Highway	Liberty County to Smith Creek	EB	C	430	132	0	132	298	30.70%
15741	Blountstown Highway	Smith Creek to Liberty County	WB	C	430	242	19	261	169	60.64%
15760	Blountstown Highway	Smith Creek to Ben Stoutamire	EB	C	430	119	2	121	309	28.14%
15761	Blountstown Highway	Ben Stoutamire to Smith Creek	WB	C	430	259	19	278	152	64.65%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir.	Pm. Pk	Com- mitted	Total	
15780	Blountstown Highway	Ben Stoutamire to William's La	EB	C	430	162	2	164	266	38.14%
15781	Blountstown Highway	William's Landing to Ben Stou	WB	C	430	441	62	503	-73	116.98%
15800	Blountstown Highway	William's Landing to Coe's Lar	EB	C	430	168	8	176	254	40.93%
15801	Blountstown Highway	Coe's Landing to William's Lar	WB	C	430	476	62	538	-108	125.12%
15820	Blountstown Highway	Coe's Landing to Geddie Rd	EB	C	1451	136	120	256	1195	17.64%
15821	Blountstown Highway	Geddie Rd to Coe's Landing	WB	C	800	251	159	410	390	51.25%
15840	Blountstown Highway	Geddie Rd to Aenon Church R	EB	D	1120	375	104	479	641	42.77%
15841	Blountstown Highway	Aenon Church to Geddie Rd	WB	D	1120	669	175	844	276	75.36%
15860	Blountstown Highway	Aenon Church to Capital Circle	EB	D	1140	288	226	514	626	45.09%
15861	Blountstown Highway	Capital Circle to Aenon Church	WB	D	1140	729	121	850	290	74.56%
16000	Bloxham Cutoff	SR 20 to National Forest Rt 36	EB	C	430	74	0	74	356	17.21%
16001	Bloxham Cutoff	National Forest Rt 367 to SR 2	WB	C	430	56	0	56	374	13.02%
16050	Bloxham Cutoff	National Forest Rt 367 to Wak	EB	C	430	56	0	56	374	13.02%
16051	Bloxham Cutoff	Wakulla Co to National Forest	WB	C	430	80	0	80	350	18.60%
16830	Bradfordville Road	Thomasville to Velda Dairy	EB	D	720	475	170	645	75	89.53%
16831	Bradfordville Road	Velda Dairy to Thomasville	WB	D	720	566	166	732	-12	101.70%
16840	Bradfordville Road	Velda Dairy to Pisgah Church	EB	D	720	330	143	473	247	65.64%
16841	Bradfordville Road	Pisgah Church to Velda Dairy	WB	D	720	148	162	310	410	43.09%
16850	Bradfordville Road	Centerville to Pisgah	NB	C	430	330	109	439	-9	102.10%
16851	Bradfordville Road	Pisgah to Centerville	SB	C	430	148	14	162	268	37.59%
18900	Buck Lake Road	Mahan to Fallschase	EB	E	1377	955	637	1592	-215	115.61%
18901	Buck Lake Road	Fallschase to Mahan	WB	E	768	367	639	1006	-238	130.99%
19000	Buck Lake Road	Fallschase to Davis	EB	E	1204	486	361	847	357	70.36%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						L	O	Pm. Hr.	Com- mitted	
19001	Buck Lake Road	Davis to Fallschase	WB	E	820	272	245	517	303	63.07%
19050	Buck Lake Road	Davis to Pedrick	EB	E	820	955	131	1086	-266	132.45%
19051	Buck Lake Road	Pedrick to Davis	WB	E	800	367	137	504	296	63.02%
19100	Buck Lake Road	Pedrick to Walden	EB	E	800	540	128	668	132	83.52%
19101	Buck Lake Road	Walden to Pedrick	WB	E	625	220	149	369	256	59.04%
19160	Buck Lake Road	Walden to Hill & Dale	EB	E	820	203	94	297	523	36.22%
19161	Buck Lake Road	Hill & Dale to Walden	WB	C	800	115	46	161	640	20.06%
19180	Buck Lake Road	Hill & Dale to Chaires Cross	EB	C	800	238	35	273	527	34.13%
19181	Buck Lake Road	Chaires Cross to Hill & Dale	WB	C	800	125	50	175	626	21.81%
19200	Buck Lake Road	Chaires Cross to Benjamin Chaires	EB	C	800	228	40	268	532	33.50%
19201	Buck Lake Road	Benjamin Chaires to Chaires Cross	WB	C	430	89	17	106	324	24.65%
19220	Buck Lake Road	Benjamin Chaires to Baum	EB	C	430	152	23	175	255	40.70%
19221	Buck Lake Road	Baum to Benjamin Chaires	WB	C	430	51	17	68	362	15.81%
19240	Buck Lake Road	Baum to Capitola	EB	C	430	158	10	168	262	39.07%
19241	Buck Lake Road	Capitola to Baum	WB	C	430	56	1	57	373	13.26%
19280	Bull Headley Rd	Bannerman to Lloyd Cove Rd	NB	D	740	346	57	403	337	54.43%
19281	Bull Headley Rd	Lloyd Cove Rd to Bannerman	SB	D	740	165	6	171	569	23.11%
23800	Capital Circle	Crawfordville to Woodville	EB	D	1960	538	383	921	1039	46.99%
23801	Capital Circle	Woodville to Crawfordville	WB	D	1960	1518	334	1852	108	94.49%
23900	Capital Circle	Crawfordville to Southbrook Entrance	NW	D	1960	538	359	897	1063	45.77%
23901	Capital Circle	Southbrook Entrance to Crawfordville	SE	D	1076	1518	366	1884	-808	175.10%
23950	Capital Circle	Southbrook Entrance to Spring Hill	NW	D	938	629	272	901	37	96.06%
23951	Capital Circle	Spring Hill to Southbrook Entrance	SE	D	1140	707	286	993	147	87.11%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir.	Pm. Pk	Committed	Dem.	
24350	Capital Circle	Gum to Tennessee	NB	D	2524	1050	618	1668	856	66.09%
24351	Capital Circle	Tennessee to Gum	SB	D	2667	870	484	1354	1313	50.77%
24720	Capital Circle	I-10 to Fred George	NB	D	1058	984	919	1903	-845	179.87%
24721	Capital Circle	Fred George to I-10	SB	D	1471	713	539	1252	219	85.11%
24740	Capital Circle	Fred George to Old Bainbridge	NB	D	880	773	438	1211	-331	137.61%
24741	Capital Circle	Old Bainbridge to Fred George	SB	D	880	612	152	764	116	86.82%
24760	Capital Circle	Old Bainbridge to North Monroe	NB	D	880	1109	572	1681	-801	191.02%
24761	Capital Circle	North Monroe to Old Bainbridge	SB	D	880	674	115	789	91	89.66%
24840	Capitola Road	Chaires to Benjamin Chaires	EB	C	430	137	83	220	210	51.17%
24841	Capitola Road	Benjamin Chaires to Chaires	WB	C	430	63	5	68	362	15.74%
24850	Capitola Rd	Benjamin Chaires to Cap Tram	EB	C	430	121	66	187	243	43.50%
24851	Capitola Rd	Cap Tram/Baum to Benjamin	WB	C	430	54	5	59	371	13.65%
24860	Capitola Road	Baum to Jefferson County	EB	C	430	126	51	177	253	41.26%
24861	Capitola Road	Jefferson County to Baum	WB	C	430	57	5	62	368	14.38%
24880	Cap Tram Rd	Apalachee Pkwy to Capitola	NB	C	430	10	55	65	365	15.01%
24881	Cap Tram Rd	Capitola to Apalachee Pkwy	SB	C	430	7	6	13	417	3.02%
26130	Centerville Road	Pimlico to Bradfordville	NB	D	717	158	41	199	518	27.70%
26131	Centerville Road	Bradfordville to Pimlico	SB	D	847	71	52	123	724	14.50%
26150	Centerville Road	Bradfordville to Pisgah	NB	C	430	184	2	186	244	43.26%
26151	Centerville Road	Pisgah to Bradfordville	SB	C	430	79	35	114	316	26.51%
26170	Centerville Road	Pisgah to Proctor	NB	C	430	179	12	191	239	44.42%
26171	Centerville Road	Proctor to Pisgah	SB	C	430	79	30	109	321	25.35%
26190	Centerville Road	Proctor to Moccasin Gap	NB	C	430	11	3	14	416	3.26%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir.	Vol.	Committed Dem.	Total Dem. Cap.	
26191	Centerville Road	Moccasin Gap to Proctor	SB	C	430	15	0	15	415	3.51%
26210	Centerville Road (Dirt)	Moccasin Gap to County Line	NB	C	430	22	2	24	406	5.67%
26211	Centerville Road (Dirt)	County Line N. to Moccasin G	SB	C	430	6	0	6	424	1.40%
26240	Chaires Crossroads	U.S. 27 to Capitola	NB	C	430	482	202	684	-254	159.03%
26241	Chaires Crossroads	Capitola to U.S. 27	SB	C	430	235	116	351	79	81.65%
26260	Chaires Crossroads	Capitola to Buck Lake	NB	C	430	176	104	280	150	65.07%
26261	Chaires Crossroads	Buck Lake to Capitola	SB	C	430	216	197	413	17	96.14%
26280	Chaires Crossroads	Buck Lake to Mahan	NB	C	430	207	117	324	106	75.25%
26281	Chaires Crossroads	Mahan to Buck Lake	SB	C	430	255	162	417	13	96.99%
28000	Commonwelth Ext W.	Lowe's/Capital Walk Entrance	EB	D	1140	208	0	208	932	18.25%
28001	Commonwelth Ext W.	CCNW to Lowes/Capital Walk	WB	D	1140	180	0	180	960	15.79%
29340	Crawfordville Road	Wakulla Co. to Oak Ridge Rd	NB	C	1130	1018	0	1018	112	90.09%
29341	Crawfordville Road	Oak Ridge Rd to Wakulla Co.	SB	C	1130	366	7	373	757	33.01%
29360	Crawfordville Road	Oak Ridge Rd to SR 61	NB	C	805	536	70	606	199	75.28%
29361	Crawfordville Road	SR 61 to Oak Ridge Rd	SB	C	1140	1727	53	1780	-640	156.16%
29420	Crawfordville Road	SR 61 to Munson	NB	C	2040	381	0	381	1659	18.68%
29421	Crawfordville Road	Munson to SR 61	SB	C	2040	1071	81	1152	888	56.48%
29460	Crawfordville Road	Munson to Capital Circle	NB	C	2040	1159	29	1188	852	58.24%
29461	Crawfordville Road	Capital Circle to Munson	SB	C	2040	556	26	582	1458	28.55%
29500	Crawfordville Road	Capital Circle to Shelfer	NB	D	1737	521	94	615	1122	35.41%
29501	Crawfordville Road	Shelfer to Capital Circle	SB	D	1232	1265	63	1328	-96	107.80%
29540	Crawfordville Road	Shelfer to Gaile/Ridge	NB	D	1777	521	93	614	1163	34.56%
29541	Crawfordville Road	Gaile/Ridge to Shelfer	SB	D	2226	1265	62	1327	899	59.62%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Pm. Pk	Committed	
29560	Cromartie Road	Veterans Memorial to Magnoli	WB	C	430	42	4	46	384	10.70%
29561	Cromartie Road	Magnolia Road to Veterans M	EB	C	430	15	9	24	406	5.58%
29580	Crossway Road	Crawfordville to Shelfer	EB	E	502	24	16	40	462	7.90%
29581	Crossway Road	Shelfer to Crawfordville	WB	E	335	91	1	92	243	27.44%
29600	Crossway Road	Shelfer to Woodville	EB	D	335	82	16	98	237	29.25%
29601	Crossway Road	Woodville to Shelfer	WB	D	502	23	0	23	479	4.58%
29620	Crowder Road	Monroe to Lake	NE	D	740	338	63	401	339	54.16%
29621	Crowder Road	Lake to Monroe	SW	D	740	305	9	314	426	42.42%
29640	Crump Rd	Mahan to Miles Johnson	NB	C	430	213	157	370	60	86.06%
29641	Crump Rd	Miles Johnson to Mahan	SB	C	430	245	46	291	139	67.59%
29660	Crump Rd	Miles Johnson to Miccosukee	NB	C	430	248	121	369	61	85.87%
29661	Crump Rd	Miccosukee to Miles Johnson	SB	C	430	156	35	191	239	44.42%
29680	Crump Rd	Miccosukee to Roberts	NB	C	430	266	82	348	82	80.87%
29681	Crump Rd	Roberts to Miccosukee	SB	C	430	152	35	187	243	43.45%
29700	Deerlake Road North	Turkey Run to Golden Eagle W	SB	D	1140	285	18	303	837	26.58%
29701	Deerlake Road North	Golden Eagle West to Turkey I	NB	D	1140	439	13	452	688	39.66%
29720	Deerlake Road South	Golden Eagle West to Tekesta	EB	D	1140	27	10	37	1103	3.28%
29721	Deerlake Road South	Tekesta to Golden Eagle West	WB	D	1140	89	18	107	1033	9.37%
29740	Deerlake Road East	Tekesta to Kinhega	EB	D	1140	105	30	135	1005	11.85%
29741	Deerlake Road East	Kinhega to Tekesta	WB	D	1140	185	18	203	937	17.79%
29760	Deerlake Road East	Kinhega to Golden Eagle Dr E	NB	D	1140	144	42	186	954	16.34%
29761	Deerlake Road East	Golden Eagle Dr E to Kinhega	SB	D	1140	266	17	283	857	24.82%
29820	Dempsey Mayo Road	Mahan to Miccosukee	NB	D	572	166	67	233	339	40.73%



CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual Pm. Pk Hr. Dir. Vol.	Total Com- mitted Dem.	Total Dem.	Rem. Cap.	V/C Ratio
29821	Dempsey Mayo Road	Miccosukee to Mahan	SB	D	572	350	122	472	100	82.51%
32250	Edenfield Road	Mahan to Miccosukee	NB	D	1140	59	23	82	1058	7.17%
32251	Edenfield Road	Miccosukee to Mahan	SB	D	1140	142	71	213	927	18.65%
32350	Elgin Road	Wakulla County to Woodville	NE	C	430	47	0	47	383	10.93%
32351	Elgin Road	Woodville Hwy to Wakulla Co	SW	C	430	73	2	75	355	17.44%
32850	County Rd 12 (Fairbanks)	Ochlockonee River to Meridia	EB	C	430	91	0	91	339	21.16%
32851	County Rd 12 (Fairbanks)	Meridian to Ochlockonee Rive	WB	C	430	109	2	111	319	25.80%
32960	Fallschase Parkway	Acadian Blvd to Mahan Drive	NB	E	1440	1	158	159	1281	11.02%
32961	Fallschase Parkway	Mahan Drive to Acadian Blvd	SB	E	1440	1	480	481	959	33.41%
33550	Forward Pass Trail	Pimlico to Whirlaway	NB	D	740	28	0	28	712	3.78%
33551	Forward Pass Trail	Whirlaway to Pimlico	SB	D	740	9	0	9	731	1.22%
34750	Fred George	Capital Circle to Mission	EB	D	676	309	146	455	221	67.31%
34751	Fred George	Mission to Capital Circle	WB	D	633	327	34	361	272	57.05%
34950	Fuller Rd	Doris to Livingston	EB	D	740	10	0	10	730	1.35%
34951	Fuller Rd	Livingston to Doris	WB	D	740	17	0	17	723	2.30%
37500	Gearhart Rd	Capital Circle to Mission	EB	D	373	136	183	319	54	85.64%
37501	Gearhart Rd	Mission to Capital Circle NW	WB	D	344	144	45	189	155	54.98%
37550	Geddie Road	Blountstown to Tennessee	NB	D	740	213	0	213	527	28.78%
37551	Geddie Road	Tennessee to Blountstown	SB	D	740	306	60	366	374	49.49%
38450	Grenville	Pisgah to Proctor	NB	C	740	47	2	49	691	6.61%
38451	Grenville	Proctor to Pisgah	SB	C	740	24	1	25	715	3.37%
38770	Gum Rd	Aenon Church to Capital Cr.	EB	D	740	20	24	44	696	5.94%
38771	Gum Rd	Capital Cr. to Aenon Church	WB	D	740	33	0	33	707	4.46%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-110%
	Volume to Capacity 80-100%

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Committed	Rem. Cap.	
40140	County Rd 12 (Iamonia)	Meridian to Beadle	EB	C	430	17	8	25	405	5.92%
40141	County Rd 12 (Iamonia)	Beadle to Meridian	WB	C	430	29	1	30	400	6.96%
40160	County Rd 12 (Iamonia)	Beadle to Thomasville	EB	C	430	53	8	61	369	14.28%
40161	County Rd 12 (Iamonia)	Thomasville to Beadle	WB	C	430	33	9	42	388	9.86%
40350	Interstate 10	Gadsden County to Capital Cir	EB	B	4320	2063	57	2120	2200	49.07%
40351	Interstate 10	Capital Circle to Gadsden Cou	WB	B	4320	1265	82	1347	2973	31.18%
41150	Interstate 10	90 East to Jefferson County	EB	B	4320	2033	241	2274	2046	52.63%
41151	Interstate 10	Jefferson County to 90 East	WB	B	4320	1056	20	1076	3244	24.91%
43550	Kinhega Drive	Thomasville to Beech Ridge	NB	D	1140	604	155	759	381	66.58%
43551	Kinhega Drive	Beech Ridge to Thomasville	SB	D	1140	360	75	435	705	38.16%
43580	Kinhega Drive	Beech Ridge to Deerlake	NB	D	1140	604	134	738	402	64.76%
43581	Kinhega Drive	Deerlake to Beech Ridge	SB	D	1140	360	48	408	732	35.79%
44300	Lake Bradford Road (SW)	Capital Circle to Orange	NB	E	558	51	164	215	343	38.53%
44301	Lake Bradford Road (SW)	Orange to Capital Circle	SB	E	492	70	6	76	416	15.45%
45000	Lake Shore, E	Monroe to Sharer Rd	NW	D	1140	158	5	163	977	14.34%
45001	Lake Shore, E	Sharer Rd to Monroe	SE	D	1140	85	18	103	1037	9.07%
45100	Lake Shore, N	Meridian to Sharer Rd	NE	D	1140	75	7	82	1058	7.17%
45101	Lake Shore, N	Sharer Rd to Meridian	SW	D	1140	68	1	69	1071	6.09%
45850	Livingston Rd	Fuller to Monroe	SB	D	1140	19	0	19	1121	1.67%
45851	Livingston Rd	Monroe to Fuller	NB	D	1140	34	0	34	1106	2.98%
46100	Lonnie Rd	Dempsey Mayo to Miccosukee	NB	D	1140	61	51	112	1028	9.82%
46101	Lonnie Rd	Miccosukee to Dempsey Mayo	SB	D	1140	29	139	168	972	14.69%
46130	Louvinia	Williams Rd to Louvinia Ct	NB	C	1140	123	20	143	997	12.54%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-110%
	Volume to Capacity 80-100%

Seg#	Road	Segment	Dir	S	Cap	Actual Pm. Pk Hr. Dir. Vol.	Total Com- mitted Dem.	Total Dem.	Rem. Cap.	V/C Ratio
46131	Louvinia	Louvinia Ct to Williams Rd	SB	C	1140	267	29	296	844	25.96%
46150	Louvinia	Louvinia Ct. to Old St Augusti	NB	C	1140	80	20	100	1040	8.77%
46151	Louvinia	Old St. Augustine to Louvinia	SB	C	1140	203	29	232	908	20.32%
46170	Louvinia	Old St. Augustine to US 27	NB	D	1140	46	21	67	1073	5.88%
46171	Louvinia	US 27 to Old St. Augustine	SB	D	1140	40	36	76	1064	6.67%
46600	Maclay Rd	Meridian to Maclay Blvd	EB	D	1280	301	4	305	975	23.83%
46601	Maclay Rd	Maclay Blvd to Meridian	WB	D	594	424	43	467	127	78.59%
49150	McCracken Road	Miccosukee Road to Baum Ro	EB	C	780	13	25	38	742	4.93%
49151	McCracken Road	Baum Road to Miccosukee	WB	C	780	7	3	10	770	1.28%
50500	Meridian Road	Henderson to Timberlane	NB	D	1058	989	39	1028	30	97.16%
50501	Meridian Road	Timberlane to Henderson	SB	D	922	466	15	481	441	52.17%
50600	Meridian Road	Timberlane to Maclay	NB	D	1100	812	97	909	191	82.64%
50601	Meridian Road	Maclay to Timberlane	SB	D	1100	449	30	479	621	43.55%
50800	Meridian Road	Ox Bottom to Bannerman	NB	D	833	604	53	657	176	78.87%
50801	Meridian Road	Bannerman to Ox Bottom	SB	D	400	187	43	230	170	57.50%
50830	Meridian Road	Bannerman to Orchard Pond	NB	D	1100	85	32	117	983	10.64%
50831	Meridian Road	Orchard Pond to Bannerman	SB	D	1100	66	131	197	903	17.91%
50860	Meridian Road	Orchard Pond to Georgia	NB	C	1100	101	23	124	976	11.27%
50861	Meridian Road	Georgia to Orchard Pond	SB	C	1100	62	6	68	1032	6.18%
52600	Miccosukee Road	Fleischmann to Dempsey Mayo	EB	D	1062	695	224	919	143	86.53%
52601	Miccosukee Road	Dempsey Mayo to Fleischman	WB	D	413	249	164	413	0	100.00%
52700	Miccosukee Road	Dempsey Mayo to Thornton	NE	D	950	491	156	647	303	68.10%
52701	Miccosukee Road	Thornton to Dempsey Mayo	SW	D	962	145	104	249	714	25.83%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Committed	Rem. Cap.	
52750	Miccosukee Road	Thornton to Miles Johnson	NE	D	950	259	180	439	511	46.20%
52751	Miccosukee Road	Miles Johnson to Thornton	SW	D	962	65	72	137	826	14.19%
52800	Miccosukee Road	Miles Johnson to Crump	NE	D	950	168	124	292	658	30.71%
52801	Miccosukee Road	Crump to Miles Johnson	SW	D	680	64	23	87	593	12.79%
52820	Miccosukee (Cr 347)	Crump to McCracken	NE	C	740	91	43	134	606	18.06%
52821	Miccosukee (Cr 347)	McCracken to Crump	SW	C	740	37	7	44	696	5.95%
52840	Miccosukee (Cr 347)	McCracken to Baum	NE	C	740	41	13	54	686	7.30%
52841	Miccosukee (Cr 347)	Baum to McCracken	SW	C	740	21	4	25	715	3.38%
52860	Miccosukee (Cr 347)	Baum to Moccasin Gap	NE	C	740	25	1	26	714	3.51%
52861	Miccosukee (Cr 347)	Moccasin Gap to Baum	SW	C	740	22	1	23	717	3.11%
52930	Miles Johnson Rd	Miccosukee to Crump	SE	C	300	140	0	140	160	46.67%
52931	Miles Johnson Rd	Crump to Miccosukee	NW	C	300	115	2	117	183	39.00%
52950	Miller Landing Road	Miller Landing to Meridian	EB	C	430	61	0	61	369	14.19%
52951	Miller Landing Road	Meridian to Miller Landing	WB	C	430	17	0	17	413	3.95%
54450	Moccassin Gap Road	Centerville to Veterans Memor	EB	C	430	54	10	64	366	14.88%
54451	Moccassin Gap Road	Veterans Memorial to Centervi	WB	C	430	33	1	34	396	7.91%
58000	Monroe Street	Sams/Sessions to Fred George	NW	D	1799	1581	438	2019	-220	112.23%
58001	Monroe Street	Fred George to Sams/Sessions	SW	D	2261	805	265	1070	1191	47.32%
58030	Monroe Street	Fred George to Faulk/Perkins	NW	D	2193	1084	448	1532	661	69.84%
58031	Monroe Street	Faulk/Perkins to Fred George	SW	D	1470	619	374	993	477	67.55%
58050	Monroe Street	Faulk/Perkins to Capital Circle	NW	D	1960	1040	359	1399	561	71.36%
58051	Monroe Street	Capital Circle to Faulk/Perkins	SW	D	1960	596	414	1010	950	51.53%
58080	Monroe Street	Capital Circle to Gadsden Co.	NW	C	2210	1040	115	1155	1055	52.26%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-110%
	Volume to Capacity 80-100%

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Pm. Hr.	Dir.	Com- mitted Dem.	Total Dem. Rem. Cap.	
58081	Monroe Street	Gadsden County to Capital Cir	SW	C	2210	596	53	649	1561	29.37%
58730	Natural Bridge Road	Woodville to Register	EB	C	430	65	39	104	326	24.19%
58731	Natural Bridge Road	Register to Woodville	WB	C	430	42	33	75	355	17.44%
58740	Natural Bridge	Register to Old Plank	EB	C	430	29	1	30	400	6.98%
58741	Natural Bridge	Old Plank to Register	WB	C	430	35	0	35	395	8.14%
58750	Natural Bridge (Dirt)**	Old Plank to Jim French	EB	C	430	48	30	78	352	18.07%
58751	Natural Bridge (Dirt)**	Jim French to Old Plank	WB	C	430	34	30	64	366	14.82%
59030	Oak Ridge Road	Crawfordville Hwy to SR 61	EB	C	430	43	6	49	381	11.40%
59031	Oak Ridge Road	SR 61 to Crawfordville Hwy	WB	C	430	69	7	76	354	17.67%
59050	Oak Ridge Road	SR 61 to Woodville Hwy	EB	C	430	132	26	158	272	36.66%
59051	Oak Ridge Road	Woodville Hwy to SR 61	WB	C	430	236	13	249	181	57.91%
59070	Oak Ridge Road	Woodville Hwy to Taff	EB	C	430	48	18	66	364	15.35%
59071	Oak Ridge Road	Taff to Woodville Hwy	WB	C	430	60	5	65	365	15.12%
60100	Old Bainbridge	Stone to Fred George	NW	D	964	522	180	702	262	72.82%
60101	Old Bainbridge	Fred George to Stone	SE	D	1224	317	197	514	710	41.99%
60200	Old Bainbridge	Fred George to Capital Circle	NW	D	302	489	67	556	-254	184.11%
60201	Old Bainbridge	Capital Circle to Fred George	SE	D	734	202	65	267	467	36.38%
60230	Old Bainbridge	Monroe to Lake Jackson Landi	NB	C	2210	477	155	632	1578	28.60%
60231	Old Bainbridge	Lake Jackson Landing to Monr	SB	C	2210	195	14	209	2001	9.46%
60260	Old Bainbridge	Lake Jackson Landing to Gads	NB	C	2210	310	154	464	1746	21.00%
60261	Old Bainbridge	Gadsden to Lake Jackson Land	SB	C	2210	107	18	125	2085	5.66%
60300	Old Magnolia Road (Dirt)	U.S. 90 to Sun Ray	NB	C	430	3	7	10	420	2.33%
60301	Old Magnolia Road (Dirt)	Sun Ray to US 90	SB	C	430	6	7	13	417	3.02%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Committed	Rem. Cap.	
60320	Old Magnolia Road (Dirt)	Sun Ray to TS Green	NB	C	430	3	38	41	389	9.43%
60321	Old Magnolia Road (Dirt)	TS Green to Sun Ray	SB	C	430	6	83	89	341	20.70%
60330	Old Plank	Wakulla Co. to Natural Bridge	NB	C	430	53	0	53	377	12.33%
60331	Old Plank	Natural Bridge to Wakulla Co.	SB	C	430	59	0	59	371	13.72%
60340	Old Plank	Natural Bridge to Goodwin Ce.	NB	C	430	45	0	45	385	10.47%
60341	Old Plank	Goodwin Cemetary to Natural	SB	C	430	87	0	87	343	20.23%
60800	Old St. Augustine	Southwood to Williams	EB	D	430	211	68	279	151	64.95%
60801	Old St. Augustine	Williams to Southwood	WB	D	430	93	11	104	326	24.17%
60830	Old St. Augustine	Williams to Louvinia	EB	D	430	151	18	169	261	39.26%
60831	Old St. Augustine	Louvinia to Williams	WB	D	430	24	1	25	405	5.80%
60860	Old St. Augustine (Dirt)	Louvinia to WW Kelley	EB	D	430	171	1	172	258	40.00%
60861	Old St. Augustine (Dirt)	WW Kelley to Louvinia	WB	D	430	22	0	22	408	5.12%
62430	Orchard Pond Road (Dirt)	Old Bainbridge to Buck Pond	EB	C	430	24	141	165	265	38.37%
62431	Orchard Pond Road (Dirt)	Buck Pond to Old Bainbridge	WB	C	430	14	10	24	406	5.51%
62460	Orchard Pond Road (Dirt)	Buck Pond to Meridian	EB	C	430	20	142	162	268	37.67%
62461	Orchard Pond Road (Dirt)	Meridian to Buck Pond	WB	C	430	12	9	21	409	4.88%
62500	Ox Bottom Road	Meridian to Kerry Forest Ext.	EB	D	1100	172	41	213	887	19.36%
62501	Ox Bottom Road	Kerry Forest Ext. to Meridian	WB	D	1100	280	9	289	811	26.27%
62600	Ox Bottom Road	Kerry Forest Ext. to Thomasvil	EB	D	1100	216	19	235	865	21.36%
62601	Ox Bottom Road	Thomasville Rd to Kerry Fores	WB	D	1100	549	27	576	524	52.36%
64520	Paul Russell Rd Ext.	Woodville Highway to Powerli	NE	D	1140	1	14	15	1125	1.32%
64521	Paul Russell Rd Ext.	Powerline to Woodville Highw	SW	D	1140	1	132	133	1007	11.67%
65130	Pedrick Rd	Buck Lake to Mahan	NB	E	462	283	118	401	61	86.87%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual Pm. Pk Hr. Dir. Vol.	Total Com- mitted Dem.	Total Dem.	Rem. Cap.	V/C Ratio
65131	Pedrick Rd	Mahan to Buck Lake	SB	E	777	314	66	380	397	48.91%
65200	Pensacola	Capital Circle to Nina	EB	E	1600	450	539	989	611	61.81%
65201	Pensacola	Nina to Capital Circle	WB	E	1444	856	160	1016	428	70.35%
67050	Perkins	Old Bainbridge to N. Monroe	NE	D	1140	197	83	280	860	24.56%
67051	Perkins	N. Monroe to Old Bainbridge	SW	D	1140	147	4	151	989	13.24%
67180	Pimlico	Clarecastle to Whirlaway	NW	D	1140	29	0	29	1111	2.54%
67181	Pimlico	Whirlaway to Clarecastle	SE	D	1140	28	0	28	1112	2.46%
67200	Pimlico	Clarecastle to Centerville	EB	D	611	66	4	70	541	11.46%
67201	Pimlico	Centerville to Clarecastle	WB	D	640	47	11	58	582	9.06%
67220	Pisgah Church Road (Dirt	Bradfordville to Centerville	EB	C	430	101	57	158	272	36.72%
67221	Pisgah Church Road (Dirt	Centerville to Bradfordville	WB	C	430	55	67	122	308	28.37%
67450	Proctor Road	Roberts to Centerville	NB	C	430	69	47	116	314	26.91%
67451	Proctor Road	Centerville to Roberts	SB	C	430	22	2	24	406	5.57%
68050	Rhoden Cove	Meridian to Lake	WB	D	740	132	2	134	606	18.11%
68051	Rhoden Cove	Lake to Merdian	EB	D	740	77	1	78	662	10.54%
68740	Roberts	Centerville to Crump	EB	C	430	194	12	206	224	47.87%
68741	Roberts	Crump to Centerville	WB	C	430	180	72	252	178	58.61%
68770	Rococo Road	Veterans Memorial to Old Mag	EB	C	430	18	9	27	403	6.21%
68771	Rococo Road	Old Magnolia to Veterans Men	WB	C	430	14	5	19	411	4.35%
68800	Ross Road	Crawfordville to Shelfer	EB	E	512	86	8	94	418	18.45%
68801	Ross Road	Shelfer to Crawfordville	WB	E	341	103	1	104	237	30.48%
68830	Ross Road	Shelfer to Woodville	EB	E	156	97	7	104	52	66.67%
68831	Ross Road	Woodville to Shelfer	WB	E	477	107	8	115	362	24.11%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-110%
	Volume to Capacity 80-100%

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir. Vol.	Pm. Pk Dem.	Com- mitted Dem.	Rem. Cap.	
70350	Shady Oaks	Monroe to Ruth	NB	D	430	77	0	77	353	17.91%
70351	Shady Oaks	Ruth to Monroe	SB	D	430	49	0	49	381	11.40%
71100	Sharer Rd	Locksley to Lake Shore	NB	D	430	117	1	118	312	27.43%
71101	Sharer Rd	Lake Shore to Locksley	SB	D	430	65	0	65	365	15.12%
71150	Shelfer Rd	Capital Circle to Crossway	NB	E	512	107	47	154	358	30.08%
71151	Shelfer Rd	Crossway to Capital Circle	SB	E	341	73	17	90	251	26.39%
71200	Shelfer Rd	Crossway to Ross	NB	E	512	105	0	105	407	20.51%
71201	Shelfer Rd	Ross to Crossway	SB	E	512	56	0	56	456	10.94%
71230	Shelfer Rd	Ross to Crawfordville Hwy	NB	E	352	94	1	95	257	26.99%
71231	Shelfer Rd	Crawfordville Hwy to Ross	SB	E	665	122	7	129	536	19.35%
71450	Silver Lake Rd	South End to Blountstown Hwy	NB	C	430	42	0	42	388	9.77%
71451	Silver Lake Rd	Blountstown Hwy to South End	SB	C	430	66	0	66	364	15.35%
72350	Smith Creek Road	Wakulla County to SR 20	NB	C	430	24	0	24	406	5.58%
72351	Smith Creek Road	SR 20 to Wakulla County	SB	C	430	42	0	42	388	9.77%
72850	Springhill Road	Wakulla County to Tom Roberts	NB	C	430	73	10	83	347	19.30%
72851	Springhill Road	Tom Roberts to Wakulla Coun	SB	C	430	295	36	331	99	77.06%
72900	Springhill Road	Tom Roberts to Capital Circle	NB	E	800	129	5	134	666	16.75%
72901	Springhill Road	Capital Circle to Tom Roberts	SB	E	800	418	107	525	275	65.63%
73000	Springhill Road	Capital Circle to Springsax	NB	E	1332	212	109	321	1011	24.10%
73001	Springhill Road	Springsax to Capital Circle	SB	E	981	363	27	390	591	39.77%



CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Pm. Hr.	Pk. Dir.	Com- mitted Dem.	Total Dem. Rem. Cap.	
74660	Sunflower/County Line R	County Line to Elgin Rd	EB	C	430	33	90	123	307	28.60%
74661	Sunflower/County Line R	Elgin Rd to County Line	WB	C	430	16	0	16	414	3.72%
74770	Taff Road	Natural Bridge to Oak Ridge R	NB	C	430	16	0	16	414	3.72%
74771	Taff Road	Oak Ridge to Natural Bridge R	SB	C	430	10	0	10	420	2.33%
74800	Talpeco Rd	Old Bainbridge to Monroe	EB	D	740	137	15	152	588	20.55%
74801	Talpeco Rd	Monroe to Old Bainbridge	WB	D	740	154	33	187	553	25.27%
74820	Talpeco Rd	Monroe to Doris	EB	D	740	51	1	52	688	7.03%
74821	Talpeco Rd	Doris to Monroe	WB	D	740	33	3	36	704	4.86%
74850	Tekesta	Bannerman to Deerlake South	NB	D	1140	471	76	547	593	47.98%
74851	Tekesta	Deerlake South to Bannerman	SB	D	1140	313	11	324	816	28.45%
74870	Tennessee Street West	Gadsden Co to Aenon Church	EB	D	740	668	93	761	-21	102.84%
74871	Tennessee Street West	Aenon Church to Gadsden	WB	D	740	972	212	1184	-444	159.99%
74900	Tennessee Street West	Aenon Church to Capital Circle	EB	D	1363	710	268	978	385	71.74%
74901	Tennessee Street West	Capital Circle to Aenon Church	WB	D	2132	1212	51	1263	869	59.24%
77980	Tennessee Street East	Dempsey Mayo to Charlais	EB	D	1960	1076	462	1538	422	78.47%
77981	Tennessee Street East	Charlais to Dempsey Mayo	WB	D	1960	614	325	939	1021	47.91%
78010	Tennessee Street East	Charlais to Pedrick	EB	D	1960	1009	391	1400	560	71.43%
78011	Tennessee Street East	Pedrick to Charlais	WB	D	1960	572	236	808	1152	41.22%
78040	Tennessee Street East	Pedrick to Vineland	EB	D	1960	627	471	1098	862	56.01%
78041	Tennessee Street East	Vineland to Pedrick	WB	D	1960	1046	547	1593	367	81.27%
78070	Tennessee Street East	Vineland to I-10	EB	D	1960	594	320	914	1046	46.65%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						L	O	Pm. Hr.	Com- mitted	
78071	Tennessee Street East	I-10 to Vineland	WB	D	1960	971	539	1510	450	77.03%
78080	Tennessee Street East (US 90)		EB	D	1960	528	165	693	1267	35.36%
78081	Tennessee Street East (US 90)		WB	D	1960	241	417	658	1302	33.57%
78100	Tennessee Street East	I-10 to Apex	EB	D	1044	528	472	1000	44	95.79%
78101	Tennessee Street East	Apex to I-10	WB	D	1430	241	669	910	520	63.64%
78130	Tennessee Street East	Apex to Chaires Crossroads	EB	D	1254	512	333	845	409	67.38%
78131	Tennessee Street East	Chaires Crossroads to Apex	WB	D	748	333	69	402	346	53.74%
78160	Tennessee Street East	Chaires Crossroad to Baum	EB	C	560	200	93	293	267	52.32%
78161	Tennessee Street East	Baum to Chaires Crossroads	WB	C	560	118	60	178	382	31.79%
78190	Tennessee Street East	Baum to Magnolia Road	EB	C	560	381	83	464	96	82.86%
78191	Tennessee Street East	Magnolia Road to Baum	WB	C	560	161	23	184	376	32.86%
78220	Tennessee Street East	Magnolia Rd to Jefferson Cour	EB	C	560	229	60	289	271	51.59%
78221	Tennessee Street East	Jefferson County to Magnolia l	WB	C	560	118	8	126	434	22.50%
81100	Thomasville Road	Killearney Way to Foxcroft	NB	D	3348	2597	396	2993	355	89.40%
81101	Thomasville Road	Foxcroft to Killearney Way	SB	D	2520	2178	146	2324	196	92.22%
81200	Thomasville Road	Foxcroft to Kerry Forest	NB	D	2705	2475	385	2860	-155	105.73%
81201	Thomasville Road	Kerry Forest to Foxcroft	SB	D	2520	1164	152	1316	1204	52.22%
81300	Thomasville Road	Kerry Forest to Brad/Bann	NB	D	2645	2144	400	2544	101	96.18%
81301	Thomasville Road	Brad/Bann to Kerry Forest	SB	D	2029	1476	254	1730	299	85.26%
81330	Thomasville Road	Bannerman to Kinhega	NB	C	1890	1315	206	1521	369	80.48%
81331	Thomasville Road	Kinhega to Bannerman	SB	C	1890	920	68	988	902	52.28%
81360	Thomasville Road	Kinhega to Iamonia	NB	C	2210	636	35	671	1539	30.36%
81361	Thomasville Road	Iamonia to Kinhega	SB	C	2210	406	24	430	1780	19.46%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Vol.	Dem.	Committed	Rem. Cap.	
81390	Thomasville Road	Iamonia to Georgia St Line	NB	B	1560	561	23	584	976	37.42%
81391	Thomasville Road	Georgia St Line to Iamonia	SB	B	860	449	3	452	408	52.56%
81470	Thornton Road	Mahan to Miccosukee	NB	D	1140	82	23	105	1035	9.21%
81471	Thornton Road	Miccosukee to Mahan	SB	D	1140	61	35	96	1044	8.41%
81500	Timberlane Rd	W. End to Meridian	EB	D	1140	38	5	43	1097	3.77%
81501	Timberlane Rd	Meridian to W. End	WB	D	1140	50	0	50	1090	4.39%
81530	Timberlane Road	Meridian to Trillium Ct	EB	D	1140	521	12	533	607	46.75%
81531	Timberlane Road	Trillium Ct to Meridian	WB	D	1140	208	43	251	889	22.02%
81550	Timberlane Road	Trillium Ct to Market	EB	D	1246	372	14	386	860	30.98%
81551	Timberlane Road	Market to Trillium Ct	WB	D	1033	437	41	478	555	46.27%
81850	Tower Rd	Bombadil to Capital Circle	EB	D	740	160	190	350	390	47.30%
81851	Tower Rd	Capital Circle to Bombadil	WB	D	740	172	222	394	346	53.23%
82100	Tram Road	Capital Circle SE to Four Oaks	EB	E	964	262	153	415	549	43.00%
82101	Tram Road	Four Oaks Blvd to Capital Cir	WB	E	939	429	66	495	444	52.72%
82130	Tram Road	Four Oaks to St. Joe	EB	D	1430	313	313	626	804	43.75%
82131	Tram Road	St. Joe to Four Oaks	WB	D	964	204	0	204	760	21.16%
82160	Tram Road	St. Joe to WW Kelly	EB	C	850	158	211	369	481	43.38%
82161	Tram Road	WW Kelly to St. Joe	WB	C	850	45	26	71	779	8.35%
82190	Tram Road	WW Kelley to Jefferson Count	EB	C	430	78	0	78	352	18.14%
82191	Tram Road	Jefferson County to WW Kelle	WB	C	430	28	0	28	402	6.51%
82550	T.S. Green Road	CR 59 to Jefferson County	EB	C	430	13	0	13	417	3.02%
82551	T.S. Green Road	Jefferson County to CR 59	WB	C	430	23	0	23	407	5.35%
82900	Velda Dairy	Kerry Forest to Bradfordville	NB	D	371	275	24	299	72	80.59%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir. Vol.	Pm. Pk Dem.	Com- mitted Dem.	Rem. Cap.	
82901	Velda Dairy	Bradfordville to Kerry Forest	SB	D	991	172	54	226	765	22.79%
82930	Veterans Memorial	U.S. 90 to Rococo	NB	C	430	117	17	134	296	31.16%
82931	Veterans Memorial	Rococo to U.S. 90	SB	C	430	62	12	74	356	17.21%
82960	Veterans Memorial	Rococo to Moccasin Gap	NB	C	430	86	7	93	337	21.60%
82961	Veterans Memorial	Moccasin Gap to Rococo	SB	C	430	57	0	57	373	13.26%
82990	Veterans Memorial	Moccasin Gap to Georgia	NB	C	430	47	2	49	381	11.40%
82991	Veterans Memorial	Georgia to Moccasin Gap	SB	C	430	45	0	45	385	10.47%
83550	Village Way	Top Way to Capital Circle NW	EB	D	740	82	1	83	657	11.22%
83551	Village Way	Capital Circle NW to Top Way	WB	D	740	227	21	248	492	33.51%
84380	W.W. Kelley Road	Tram to Rose	NB	C	430	99	133	232	198	53.96%
84381	W.W. Kelley Road	Rose to Tram	SB	C	430	69	85	154	276	35.81%
84410	W.W. Kelley Road	Rose to US 27	NB	C	430	111	175	286	144	66.52%
84411	W.W. Kelley Road	U.S. 27 to Rose	SB	C	430	160	46	206	224	47.91%
84440	Wadesboro	Mahan to Baum Rd	EB	C	430	28	31	59	371	13.61%
84441	Wadesboro	Baum Rd to Mahan	WB	C	430	114	12	126	304	29.27%
84530	Wakulla Springs Road	Wakulla County to Oak Ridge	NB	C	430	100	8	108	322	25.12%
84531	Wakulla Springs Road	Oak Ridge Rd to Wakulla Cou	SB	C	430	456	188	644	-214	149.70%
84560	Wakulla Springs Road	Oak Ridge Rd to US 319	NB	C	1382	100	25	125	1257	9.05%
84561	Wakulla Springs Road	US 319 to Oak Ridge Rd	SB	C	640	456	364	820	-180	128.14%
85040	Whirlaway Dr	Shannon Lake North to Pimlico	NE	D	1120	271	15	286	834	25.54%
85041	Whirlaway Dr	Pimlico to Shannon Lake Nortl	SW	D	1120	140	3	143	977	12.75%
85070	Whirlaway Dr	Pimlico to Forward Pass	EB	D	1120	52	8	60	1060	5.31%
85071	Whirlaway Dr	Forward Pass to Pimlico	WB	D	1120	40	1	41	1079	3.66%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Actual		Total		V/C Ratio
						Hr. Dir.	Vol.	Committed Dem.	Rem. Cap.	
85290	Williams Road	St. Joe to WW Kelley	EB	C	430	69	32	101	329	23.49%
85291	Williams Road	WW Kelley to St Joe	WB	C	430	28	8	36	394	8.29%
85320	Williams Road	St. Joe to Old St. Augustine	NB	C	430	45	42	87	343	20.15%
85321	Williams Road	Old St. Augustine to St. Joe	SB	C	430	92	59	151	279	35.12%
85350	Williams Road	Old St. Augustine to US 27	NB	D	430	77	59	136	294	31.67%
85351	Williams Road	US 27 to Old St. Augustine	SB	D	430	101	53	154	276	35.81%
85430	Woodhill	Fred George to Carnwath	NE	D	430	90	0	90	340	20.93%
85431	Woodhill	Carnwath to Fred George	SW	D	430	52	4	56	374	13.02%
85470	Woodville Highway	Wakulla Co. to Natural Bridge	NB	C	780	238	24	262	518	33.59%
85471	Woodville Highway	Natural Bridge Road to Wakul	SB	C	780	523	57	580	200	74.41%
85500	Woodville Highway	Natural Bridge Rd to Oak Ridg	NB	C	780	361	76	437	343	56.03%
85501	Woodville Highway	Oak Ridge to Natural Bridge R	SB	C	780	871	404	1275	-495	163.51%
85530	Woodville Highway	Ross to Paul Russell Ext	NB	C	767	295	28	323	444	42.11%
85531	Woodville Highway	Paul Russell Ext to Ross	SB	C	1126	681	411	1092	34	97.02%
85600	Woodville Highway	Capital Circle to Ross	NB	D	1236	366	12	378	858	30.58%
85601	Woodville Highway	Ross to Capital Circle	SB	D	1100	1055	30	1085	15	98.67%

Roadway Segments Exceeding the LOS Standard in Leon County

Seg. #	Roadway	Segment	Dir	LOS Std	Capacity	State Rd	Capacity Constrained	Exceeding LOS – Committed Demand	Exceeding LOS – Traffic Counts	Proposed Improvements
13540	Bannerman Rd	Bull Headley to Tekesta	EB	D	1140	N		X		Improvement up to Bannerman Rd Roundabout; additional funding for roadway improvement will be coming from Blueprint 2000
13561	Bannerman Rd	Thomasville to Tekesta	WB	D	1140	N		X		Improvement up to Bannerman Rd Roundabout; additional funding for roadway improvement will be coming from Blueprint 2000
15781	Blountstown Hwy	William's Landing to Ben Stoutamire	WB	C	430	Y			X	Staff will continue to monitor
15801	Blountstown Hwy	Coe's Landing to William's Landing	WB	C	430	Y			X	Staff will continue to monitor
16831	Bradfordville Rd	Velda Dairy to Thomasville	WB	D	720	N		X		Staff will continue to monitor
16850	Bradfordville Rd	Centerville to Pisgah	NB	C	430	N		X		Staff will continue to monitor
18900	Buck Lake Rd	Mahan to Fallschase	EB	E	1377	N		X		Staff will continue to monitor
18901	Buck Lake Rd	Fallschase to Mahan	WB	E	768	N		X		Staff will continue to monitor
19050	Buck Lake Rd	Davis to Pedrick	EB	E	820	N			X	Staff will continue to monitor
23901	Capital Circle	Southbrook Entrance to Crawfordville	SE	D	1076	Y			X	Widening in progress
24720	Capital Circle	I-10 to Fred George	NB	D	1058	Y		X		Staff will continue to monitor
24740	Capital Circle	Fred George to Old Bainbridge	NB	D	880	Y		X		Intersection of CCNW & Old Bainbridge to be improved
24760	Capital Circle	Old Bainbridge to North Monroe	NB	D	880	Y			X	Staff will continue to monitor
26240	Chaires Crossrds	U.S. 27 to Capitola	NB	C	430	N			X	Staff will continue to monitor
29361	Crawfordville Rd	SR 61 to Oak Ridge Rd	SB	C	1140	Y			X	Staff will continue to monitor
29501	Crawfordville Rd	Shelfer to Capital Circle	SB	D	1232	Y			X	Staff will continue to monitor
58000	Monroe Street	Sams/Sessions to Fred George	NW	D	1799	Y	X	X		Intersection of N Monroe & Crowder in design
74870	Tennessee St West	Gadsden Co to Aenon Church	EB	D	740	Y		X		Staff will continue to monitor
74871	Tennessee St West	Aenon Church to Gadsden	WB	D	740	Y			X	Intersection of US 90 & Geddie Improved
78101	Tennessee St East	Apex to I-10	WB	D	1260	Y		X		Staff will continue to monitor
78160	Tennessee St East	Chaires Crossroad to Baum	EB	C	560	Y		X		Staff will continue to monitor

Seg. #	Roadway	Segment	Dir	LOS Std	Capacity	State Rd	Capacity Constrained	Exceeding LOS – Committed Demand	Exceeding LOS – Traffic Counts	Proposed Improvements
81200	Thomasville Rd	Foxcroft to Kerry Forest	NB	C	2705	Y		X		Staff will continue to monitor
84531	Wakulla Springs Rd	Oak Ridge Rd to Wakulla County	SB	C	430	Y			X	FDOT proposed roundabout at Oak Ridge & Wakulla Springs Road
84561	Wakulla Springs Rd	US 319 to Oak Ridge Rd	SB	C	640	Y		X		Staff will continue to monitor
85501	Woodville Hwy	Oak Ridge to Natural Bridge Rd	SB	C	780	Y			X	Staff will continue to monitor

## Notes:

1. 17 of the 25 segments operating below the adopted LOS Standard are State roads
  - a) 1 of the 25 State road segments is constrained
2. 8 county segments are operating below the adopted LOS Standard
  - a) 6 of the 8 County segments are operating below the LOS Standard based on committed (vested) trips not currently on the road
  - b) 2 of the 8 County segments are operating below the LOS Standard based on existing traffic counts

## INVENTORY OF PARKS AND RECREATION FACILITIES

<b>Park Name</b>	<b>Manager</b>	<b>Acres</b>	<b>LOS Park Type</b>
Bradfordville Community Center	County	7.51	Area Park
Brent Drive Park	County	0.96	Area Park
Canopy Oaks Community Park	County	10.69	Area Park
Daniel B. Chaires Community Park	County	125.00	Area Park
Dorothy Cooper Spence Community Center (Chaires)	County	1.57	Area Park
Flagg Street Park	County	0.34	Area Park
Fort Braden Community Center	County	4.91	Area Park
Fort Braden Community Park	County	8.15	Area Park
Fred George	County	157.70	Area Park
J. Lee Vause Park	County	25.95	Area Park
J. Lewis Hall Sr. (Woodville) Park	County	27.38	Area Park
Jackson View Park	County	44.51	Area Park
Kate Ireland Park	County	6.47	Area Park
Lake Henrietta Park	County	127.12	Area Park
Martha Wellman Park	County	23.78	Area Park
Miccosukee Community Center	County	1.04	Area Park
Miccosukee Community Park	County	17.12	Area Park
Okeeheepkee Prairie	County	26.08	Area Park
Pedrick Pond	County	26.03	Area Park
Robinson Road Park	County	2.90	Area Park
Stoneler Road Park	County	11.40	Area Park
Tower Road Park	County	4.56	Area Park
Woodville Community Center	County	5.54	Area Park

**TOTAL      666.71**

**Leon County Population (2015)            284,443**  
**County Acres/1,000 County Population   2.34**



## INVENTORY OF PARKS AND RECREATION FACILITIES

<u>Park Name</u>	<u>Manager</u>	<u>Acres</u>	<u>LOS Park Type</u>
Apalachee Regional Park	County	157.55	Regional Park
Ben Stoutamire Landing	County	3.51	Regional Park
Blount Landing	County	0.61	Regional Park
Bull Headley Landing	County	0.59	Regional Park
Cedar Hill Landing	County	1.44	Regional Park
Coe Landing	County	5.86	Regional Park
Crowder Landing	County	0.60	Regional Park
Cypress Landing	County	9.62	Regional Park
Elk Horn Landing	County	0.25	Regional Park
Faulk Drive Landing	County	4.67	Regional Park
Fuller Road Landing	County	0.54	Regional Park
Gardner Landing	County	0.31	Regional Park
Goose Creek	County	45.26	Regional Park
Hall Landing	County	0.64	Regional Park
J. R. Alford Greenway	County	874.24	Regional Park
Lake Munson Landing	County	0.44	Regional Park
Lake Munson Preserve Park (aka Gil Waters Preserve Park)	County	173.49	Regional Park
Meginnis Arm Landing	County	0.66	Regional Park
Miccosukee Canopy Road Greenway	County	499.40	Regional Park
Miller Landing	County	0.99	Regional Park
Observation Point	County	12.30	Regional Park
Ochlockonee Landing	County	1.54	Regional Park
Orchard Pond Trail	County	15.12	Regional Park
Reeves Landing	County	0.45	Regional Park
Rhoden Cove Landing	County	2.91	Regional Park
Sunset Landing	County	1.45	Regional Park
St. Marks Headwaters Greenway (includes Booth II and Copeland Sink)	County	754.00	Regional Park
US 27 North Landing	County	16.27	Regional Park
Van Brunt Landing	County	0.09	Regional Park
Vause Landing	County	0.90	Regional Park
Wainwright Landing	County	0.88	Regional Park
Williams Landing	County	7.70	Regional Park
Alfred B. Maclay Gardens State Park	State	1210.29	Regional Park
Lake Jackson Mounds Archaeological State Park	State	201.29	Regional Park
Mission San Luis de Apalachee	State	57.62	Regional Park
Natural Bridge Battlefield Historic State Park	State	7.66	Regional Park

**TOTAL 4071.14**

**Leon County Population (2015) 284,443**  
**Total Acres/1,000 Population 14.31**  
**County Acres/1,000 County Population 9.12**  
**State Acres/1,000 Countywide Population 5.20**

INVENTORY OF PARKS AND RECREATION FACILITIES

<b>Park Name</b>	<b>Manager</b>	<b>Acres</b>	<b>LOS Park Type</b>
Apalachicola National Forest	Federal	104,636.00	Resource Management Area
Edwards Wildlife Area	State	692.92	Resource Management Area
Lake Talquin State Recreation Area	State	11,664.02	Resource Management Area
<b>TOTAL</b>		<b>116,992.94</b>	

**Leon County Population (2015)**      **284,443**  
**Acres/1,000 Population**              **411.31**

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Adoption of Proposed New Policy, "Public Notification of Road Closing and Road Closure Request Procedure"

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Public Works Director
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director of Engineering Services

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Adopt the proposed new policy, "Public Notification of Road Closing and Road Closure Request Procedure" (Attachment #1).

## **Report and Discussion**

### **Background:**

The County periodically receives requests to close roads from private entities related to private developments. In our efforts to continually improve County programs, services, and processes, staff is seeking the Board’s approval to modify the existing policy for road closure requests.

On October 13, 1998, the Board adopted Policy No. 98-22, “Public Notification of Road Closing,” which has been the guide for staff to review and approve road closure requests on County-maintained roads. Upon approval of the road closure, Advanced Road Closure Notice is usually provided through variable message boards and/or pole signs, in addition to other media such as e-mails, County Road Closure web page, Facebook, and Twitter.

Staff first evaluates the proposed work within the County right of way and explores any possibility to perform the work without a road closure. If it is determined that a road closure is the only and/or best option to ensure public safety, a closure request will then be accepted for review. In order to minimize the traffic impact by any road closure, staff requires and reviews the certified Maintenance of Traffic Plan, Detour Plan, and other supporting documents for the road closure request.

### **Analysis:**

While the current “Public Notification of Road Closing” Policy has clear notification requirements, it does not specify the required documents and review process for the road closure request or how to address delays/requests for extensions. The proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure” expands upon the current policy to include the requirements and procedures for the road closure request (Attachment #2). A road closure request permit application form has also been developed for Board review and approval (Attachment #3). This application form was developed based on the past road closure review and approval practice in Leon County. It will accomplish the following:

- Serve as a guide for the applicant to prepare the Road Closure Request package.
- Include a checklist for the required documents for the road closure review.
- List conditions to be met for a typical road closure.
- Establish an official record to demonstrate the permittee’s consent to the conditions imposed on the approved road closure.

When it is needed, there may be additional special conditions on a road closure other than what are listed on this permit application. The additional conditions will be specified in the approval memo or letter.

Based on past County road closure experiences, the roads are typically re-opened within the originally approved road closure expiration date but some delays unnecessarily inconvenience commuters and nearby residents. In order to further ensure the road is opened according to the approved timelines for any construction activities unrelated to public services, an extension

request would be filed with the County documenting the cause for delay such as inclement weather or unforeseen site conditions. For projects that go beyond the allowed road closure date and/or are not approved for an extension, staff recommends a potential damage assessment based on an assumed 21-calendar day delay after the approved road closure expiration date. The potential damages will be assessed based on the construction cost for the work within the road closure zone and interpolated from the Florida Department of Transportation’s (FDOT) Liquidated Damage Schedule in the Standard Specifications for Road and Bridge Construction. The assessed potential damage will be paid to the County in the form of surety. The permittee will be reimbursed partially or in full based on the actual delay. If the road opening is delayed by more than 21 days, the permittee would be prohibited from requesting any road closures from the County for two years. This two-year suspension of road closure request is modeled after FDOT’s contractor disqualification for bidding after poor performance or serious deficiency.

**Options:**

1. Adopt the proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure” (Attachment #1).
2. Do not adopt the proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure.”
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure”
2. Proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure” with strikethrough and highlighted edits
3. Road Closure Request Permit Application Form

# Board of County Commissioners

## Leon County, Florida

### Policy No. 17-

Title: Public Notification of Road Closing and Road Closure Request Procedure  
Date Adopted: February 7, 2017  
Effective Date: February 7, 2017  
Reference: N/A  
Policy Superseded: Policy No. 93-34 "Public Notification of Road Closing", adopted January 12, 1993 and Policy No. 98-22 adopted October 13, 1998

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-22, entitled "Public Notification of Road Closing," adopted by the Board of County Commissioners on October 13, 1998, is hereby repealed and superseded, and a new policy is hereby adopted in its place, to wit:

#### A. **Planned Closings**

When any County road is to be completely closed to traffic because of maintenance, construction or planned events for 24 hours or longer, the following guidelines shall apply.

1. When the Public Works Director or his/her designee determines that it is in the best interest of safety to the general traveling public, a roadway shall be closed only upon the proper detour signing and barricading as per the latest Federal Highway Administration Manual on Uniform Traffic Control Devices and Florida Department of Transportation Standards and Specifications.
2. Seven (7) days prior to any planned roadway closing, a sign, erected by the contractor, stating the date of closing, shall be erected at the limits of the construction on the roadway and at the major intersections of all roads inside the limits of activity on roadway.
3. At least seven days prior to any planned roadway closing, to ensure the safety and welfare of the general traveling public, the contractor or utility provider to which the road closing has been granted, shall in form organizations on a list maintained by the County's Public Information Officer. Each organization will be advised by a letter which will provide all the necessary details of the planned construction. The letter shall be submitted to, and approved by, the Public Works Director or his/her designee prior to its release.

#### B. **Unplanned or Unscheduled Maintenance and/or Emergency Closing (During or After Normal Duty Hours)**

In case adequate notification of a road closing is not received by the Public Works Department, or if any emergency (during or after normal duty hours) causes a County road to be completely closed to traffic for any reason for 24 hours or longer, notification of such

closing, including all detour routes, will be made by telephone, as soon as possible, to media organizations, the Public Works Director and the County Administrator.

**C. Road Closure Request Procedure**

(i) Lane Closure of a Full Road Closure less than 24 consecutive hours

1. Any lane closure or a full road closure less than 24 hours shall be requested a minimum of 14 calendar days prior to the proposed closure date.
2. All required documentation for the closure request includes, but is not limited to, one completed road closure application form, the reasons to close the road, scope of the work, certified Maintenance of Traffic (MOT) Plan, and road closure dates and times, duration of the closure, and a certificate of insurance showing Leon County as an additional insured under the applicant's General Liability policy.
3. The MOT plan must be certified by a Professional Engineer (PE) registered in the State of Florida or a professional possessing a current Advanced MOT certificate issued by the Florida Department of Transportation. The proof of the PE license or Advanced MOT certificate shall be included in the road closure application package for review.
4. All conditions under Paragraph A will apply to any lane closure within the road closure zone as a result of the applicant's work activities.
5. The applicant agrees to repair any damages to the infrastructures within the road closure zone as a result of the applicant's work activities.

(ii) Full Road Closure equal to or longer than 24 consecutive hours

1. When a full road closure is requested, the applicant must evaluate all alternatives to build the project without the full road closure. The full road closure has to be the last resort for public safety.
2. Other than compliance with Paragraph A of the policy, any full road closure equal to or more than consecutive 24 hours, a road closure application must be submitted to the Public Works Department for review and approval 21 calendar days prior to the proposed closure.
3. The application shall include, but not be limited to, one completed road closure application form, the reasons to close the road, scope of the work, certified MOT Plan, and road closure dates and times, duration of the closure, and a certificate of insurance showing Leon County as an additional insured under the applicant's General Liability policy.
4. The MOT Plan must be certified by a PE registered in the State of Florida or a professional possessing a current Advanced MOT certificate issued by the Florida Department of Transportation. The proof of PE license or Advance MOT certificate shall be included in the road closure application package for review.
5. All conditions under Paragraph A will apply to any full road closure.



6. The applicant agrees to repair any damages to the infrastructure within the road closure zone as a result of the applicant's work activities.

**D. Road Closure Request for Construction Work Unrelated to Public Service**

In addition to requirements in Paragraphs A and C, any road closure request application for construction activities that are unrelated to public service shall include a cost estimate for the work within the road closure zone.

1. Based on the cost estimate for the work within the road closure zone, Public Works staff will assess potential damages to the public when the road cannot be re-opened before the road closure expires.
2. The assessed potential damages will be based on an assumed 21-calendar day delay, and will be paid by the applicant in a form of surety before the road closure request is approved. If the delay is less than 21 calendar days, the applicant will be reimbursed for the remaining time before the 21<sup>st</sup> day ends. If the road is re-opened on time or ahead of the originally approved schedule, the applicant will receive the full reimbursement of the assessed potential damage.
3. When the road is re-opened later than the 21-calendar days after the approved road closure time, the applicant will not be allowed to apply for any road closure again from the County for two years.
4. The road closure may be extended because of inclement weather or unforeseen site conditions.
5. The permittee shall make a request for the road closure time extension because of inclement weather or unforeseen site conditions. County staff will continually monitor the effects of weather and when found justified, grant time extensions. Unforeseen site conditions may include underground utility conflicts, poor soil conditions, and unexpected structure failure within the road closure zone. The unforeseen site conditions will have to be reviewed and accepted by the County staff before the time extension can be granted.

# Board of County Commissioners

## Leon County, Florida

### Policy No. 17-

Title: Public Notification of Road Closing and Road Closure Request Procedure  
Date Adopted: ~~October 13, 1998~~ February 7, 2017  
Effective Date: ~~October 13, 1998~~ February 7, 2017  
Reference: N/A  
Policy Superseded: Policy No. 93-34 "Public Notification of Road Closing", adopted January 12, 1993, ~~and Policy No. 98-22 adopted October 13, 1998~~

It shall be the policy of the Board of County Commissioners of Leon County, Florida, ~~that Policy that~~ Policy No. 93-34 ~~98-22~~, entitled "Public Notification of Road Closing," adopted by the Board of County Commissioners on ~~January 12, 1993~~ October 13, 1998, is hereby repealed and superseded, and a new policy is hereby adopted in its place, to wit:

#### A. **Planned Closings**

When any County road is to be completely closed to traffic because of maintenance, construction or planned events for 24 hours or longer, the following guidelines shall apply.

1. When the Public Works Director or his/her designee determines that it is in the best interest of safety to ~~the~~ the general traveling public, a roadway shall be closed only upon the proper detour ~~signing and barricading as per the latest~~ signing and barricading as per the latest ~~Federal Highway Administration Florida Department of Transportation Manual~~ Uniform Traffic Control Devices and Florida Department of Transportation Standards and Specifications.
2. Seven (7) days prior to any planned roadway closing, a sign, erected by the contractor, stating the date of closing, shall be erected at the limits of the construction on the roadway and at the major intersections of all roads inside the limits of activity on roadway.
3. At least seven days prior to any planned roadway closing, to ensure the safety and ~~welfare~~ welfare of the general traveling public, the contractor or utility provider to which the ~~road closing has been granted~~ road closing has been granted, shall in form organizations on a list maintained by the ~~County's~~ County's Public Information Officer. ~~Each organization will be advised by a letter which will provide all the necessary details of the planned construction. The letter shall be submitted to, and approved by, the Public Works Director or his/her designee prior to its release.~~

#### B. **Unplanned or Unscheduled Maintenance and/or Emergency Closing (During or After Normal Duty Hours)**

In case adequate notification of a road closing is not received by the Public Works ~~Department~~ Department, or if any emergency (during or after normal duty hours) causes a County

road \_to be completely closed to traffic for any reason for 24 hours or longer, notification of such \_\_\_\_\_closing, including all detour routes, will be made by telephone, as soon as possible, to media \_\_\_\_\_organizations, the Public Works Director and the County Administrator.

**C. Road Closure Request Procedure**

**(i) Lane Closure of a Full Road Closure less than 24 consecutive hours**

1. Any lane closure or a full road closure less than 24 hours shall be requested a minimum of 14 calendar days prior to the proposed closure date.
2. All required documentation for the closure request includes, but is not limited to, one completed road closure application form, the reasons to close the road, scope of the work, certified Maintenance of Traffic (MOT) Plan, and road closure dates and times, duration of the closure, and a certificate of insurance showing Leon County as an additional insured under the applicant's General Liability policy.
3. The MOT plan must be certified by a Professional Engineer (PE) registered in the State of Florida or a professional possessing a current Advanced MOT certificate issued by the Florida Department of Transportation. The proof of the PE license or Advanced MOT certificate shall be included in the road closure application package for review.
4. All conditions under Paragraph A will apply to any lane closure within the road closure zone as a result of the applicant's work activities.
5. The applicant agrees to repair any damages to the infrastructures within the road closure zone as a result of the applicant's work activities.

**(ii) Full Road Closure equal to or longer than 24 consecutive hours**

1. When a full road closure is requested, the applicant must evaluate all alternatives to build the project without the full road closure. The full road closure has to be the last resort for public safety.
2. Other than compliance with Paragraph A of the policy, any full road closure equal to or more than consecutive 24 hours, a road closure application must be submitted to the Public Works Department for review and approval 21 calendar days prior to the proposed closure.
3. The application shall include, but not be limited to, one completed road closure application form, the reasons to close the road, scope of the work, certified MOT Plan, and road closure dates and times, duration of the closure, and a certificate of insurance showing Leon County as an additional insured under the applicant's General Liability policy.
4. The MOT Plan must be certified by a PE registered in the State of Florida or a professional possessing a current Advanced MOT certificate issued by the Florida

Department of Transportation. The proof of PE license or Advance MOT certificate shall be included in the road closure application package for review.

5. All conditions under Paragraph A will apply to any full road closure.
6. The applicant agrees to repair any damages to the infrastructure within the road closure zone as a result of the applicant's work activities.

**D. Road Closure Request for Construction Work Unrelated to Public Service**

In addition to requirements in Paragraphs A and C, any road closure request application for construction activities that are unrelated to public service shall include a cost estimate for the work within the road closure zone.

1. Based on the cost estimate for the work within the road closure zone, Public Works staff will assess potential damages to the public when the road cannot be re-opened before the road closure expires.
2. The assessed potential damages will be based on an assumed 21-calendar day delay, and will be paid by the applicant in a form of surety before the road closure request is approved. If the delay is less than 21 calendar days, the applicant will be reimbursed for the remaining time before the 21<sup>st</sup> day ends. If the road is re-opened on time or ahead of the originally approved schedule, the applicant will receive the full reimbursement of the assessed potential damage.
3. When the road is re-opened later than the 21-calendar days after the approved road closure time, the applicant will not be allowed to apply for any road closure again from the County for two years.
4. The road closure may be extended because of inclement weather or unforeseen site conditions.
5. The permittee shall make a request for the road closure time extension because of inclement weather or unforeseen site conditions. County staff will continually monitor the effects of weather and when found justified, grant time extensions. Unforeseen site conditions may include underground utility conflicts, poor soil conditions, and unexpected structure failure within the road closure zone. The unforeseen site conditions will have to be reviewed and accepted by the County staff before the time extension can be granted.



## Leon County Road Closure Request

Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308  
Tel: (850) 606-1500  
Fax: (850) 606-1501

Lane closure hours M-F 9am to 4pm, 6pm to 6am  
No closures on home FSU/FAMU football game weekends  
or any special events

Work location: \_\_\_\_\_  
Type of work: \_\_\_\_\_ Work hours: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Note: For extension of this Road Closure, call (850) 606-1500

Date of Road Closure to begin: \_\_\_\_\_ Scheduled completion date: \_\_\_\_\_

### Check the Type of the Road Closure

- This a Lane Closure Request
- This a Full Road Closure less than 24 consecutive hours
- This is a Full Road Closure equal to or longer than 24 consecutive hours

### Checklist for required documents

- Written Scope of work
- Reasons for the Road Closure
- Certified Maintenance of Traffic Plan
- Certificate of Insurance showing Leon County as an additional insured under the applicant's General Liability policy
- Proof or Florida Professional Engineer License or Advanced MOT certificate issued by Florida Department of Transportation
- Construction Cost Estimate for the work within the road closure zone if the work is related to a new subdivision development

### Special Conditions:

1. The applicant agrees to repair any damages within the road closure zone as a result of the applicant's work activities.
2. All conditions and requirements in the Leon County Policy for Public Notification of Road Closing and Road Closure Request Procedure apply to the permit.
3. The surety amount for potential delay in re-opening the road will be determined based on the estimated construction cost. Leon County Public Works staff will notify the applicant of the surety

"People Focused. Performance Driven"



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of an Off System Project Maintenance Agreement with Florida Department of Transportation for the Pedestrian Crosswalk on Lafayette Street

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Public Works Director
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director of Engineering Services

**Fiscal Impact:**

This item has no current fiscal impact. The minimal additional pavement marking maintenance costs are included in the Operations Division's current budget.

**Staff Recommendation:**

Option #1: Approve the Off System Project Maintenance Agreement with Florida Department of Transportation for the Pedestrian Crosswalk on Lafayette Street (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

The item seeks Board approval for the County to enter into a maintenance agreement with the Florida Department of Transportation (FDOT) for a pedestrian crosswalk on Lafayette Street. As part of the resurfacing project for State Road 20 (U.S. 27/Apalachee Parkway) from State Road 61 (U.S. 27/Monroe Street) to east of State Road 261 (U.S. 319/Capital Circle SE) by FDOT, a pedestrian crosswalk along with ADA-compliant ramps and pedestrian crossing signals will be installed on Lafayette Street on the east side of Suwannee Street (Attachment #2). Federal funding is available for the costs of this resurfacing project while FDOT manages the design and construction.

### **Analysis:**

The pedestrian crossing and associated improvements will be inside the Lafayette Street right-of-way. As a result, FDOT requests the County enter into a maintenance agreement to acknowledge the work to be performed inside the County right-of-way and to assume the maintenance responsibility for the improvements after construction.

Because the proposed improvements to Lafayette Street are inside the City limits, the County will only be responsible for maintenance of the pavement marking. The pavement marking maintenance cost will be minimal and will be absorbed by the Operations transportation system maintenance budget. The new pedestrian signals, ADA-compliant ramps, and sidewalks will be maintained by the City.

### **Options:**

1. Approve the Off System Project Maintenance Agreement with Florida Department of Transportation for the pedestrian crosswalk on Lafayette Street (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Off System Project Maintenance Agreement with Florida Department of Transportation for the pedestrian crosswalk on Lafayette Street
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Maintenance Agreement
2. Construction Plans

Rev.: 10/16

FPID #: 430784-1  
COUNTY: Leon  
FAP #: 1855 045 P

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT**

This Agreement is between the State of Florida Department of Transportation (“DEPARTMENT”), and Leon County, a political subdivision of the State of Florida (“COUNTY”).

1. Federal funding is available for the costs of resurfacing, roadway widening, shoulder construction and other minor related improvements on CR 2196 (E. Lafayette Street) pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the COUNTY identified and known to the parties by Financial Project I.D. 430784-1-52-01, Roadway Section No. 55080, SR 20 (U.S. 27 / Apalachee Parkway) from SR 61 (U.S. 27 / N. Monroe Street) (Mile Post 0.007) to east of SR 261 (U.S. 319 / Capital Circle SE) (Mile Post 3.460) (“PROJECT”). The PROJECT will include constructing a pedestrian crossing of CR 2196 (E. Lafayette Street) at the intersection with Suwannee Street. The pedestrian crossing improvements will consist of sidewalks, ADA curb ramps, pedestrian signalization, and pavement markings (“COUNTY IMPROVEMENTS”); and

3. CR 2196 (E. Lafayette Street) is located in Leon County, Florida, a road not on the State Highway System; and

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

4. The recitals in paragraphs 1-3 above are true and correct and are made a part of this Agreement.

5. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the COUNTY IMPROVEMENTS in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act (“NEPA”) process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

6. The COUNTY acknowledges and agrees that COUNTY’S right of way, and the improvements located within the COUNTY right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements located thereon. Additionally, the DEPARTMENT’S right of way, and the improvements located within the DEPARTMENT’S right of way, are and will remain under the ownership of the DEPARTMENT and the COUNTY will not have any maintenance responsibilities nor ownership interest in the right of way, improvements located

Rev.: 10/16

FPID #: 430784-1  
COUNTY: Leon  
FAP #: 1855 045 P

thereon. Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

7. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the COUNTY IMPROVEMENTS. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY relating to the COUNTY IMPROVEMENTS as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

8. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the COUNTY IMPROVEMENTS have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

9. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to 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 COUNTY in conjunction with this Agreement.

10. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

11. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

12. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of

Rev.: 10/16

FPID #: 430784-1  
COUNTY: Leon  
FAP #: 1855 045 P

money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

13. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

14. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) 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.

15. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

DEPARTMENT:

Rev.: 10/16

FPID #: 430784-1  
COUNTY: Leon  
FAP #: 1855 045 P

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**LEON COUNTY, a political  
subdivision of the State of Florida**

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_

**COMPONENTS OF CONTRACT PLANS SET**

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

FINANCIAL PROJECT ID 430784-1-52-01  
FINANCIAL PROJECT ID 430784-1-52-02  
FINANCIAL PROJECT ID 430784-1-52-03  
FINANCIAL PROJECT ID 430784-1-52-04  
(FEDERAL FUNDS)

**LEON COUNTY (55080)  
STATE ROAD NO. 20 (US 27)**

A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

**INDEX OF ROADWAY PLANS**

SHEET NO. SHEET DESCRIPTION

1	KEY SHEET
2	SIGNATURE SHEET
3 - 5-B	SUMMARY OF PAY ITEMS
6 - 12	TYPICAL SECTION
13 - 14	TYPICAL SECTION DETAILS
50-1 - 50-29	SUMMARY OF QUANTITIES
15 - 16	SUMMARY OF DRAINAGE STRUCTURES
17	OPTIONAL MATERIALS TABULATION
18 - 19	PROJECT LAYOUT
20 - 22	PROJECT CONTROL
23	PROJECT NOTES
24 - 57	ROADWAY PLAN
58 - 59	DRAINAGE STRUCTURE DETAILS
60 - 61	DRAINAGE DETAILS
62	TRAFFIC RAILING DETAILS
63	BRIDGE ANCHORAGE ASSEMBLY DETAILS
64 - 66	RAISED SIDEWALK WITH TRAFFIC RAILING
67 - 72	DRAINAGE STRUCTURES
73 - 104	CROSS SECTIONS
105	STORM WATER POLLUTION PREVENTION PLAN
106	TEMPORARY TRAFFIC CONTROL PLAN
107	SUMMARY OF VERIFIED UTILITIES
108	TEMPORARY PEDESTRIAN CONTROL PLAN
109	TREE PROTECTION GENERAL NOTES
110	TREE PROTECTION DETAILS
111 - 141	SUMMARY OF TREE IMPACTS
142 - 175	TREE MITIGATION PLAN

**GOVERNING STANDARDS AND SPECIFICATIONS:**

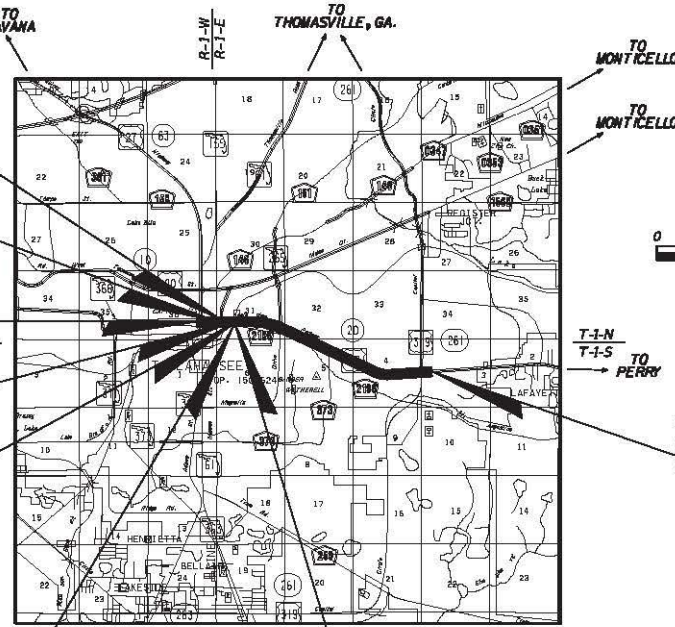
Florida Department of Transportation, 2016 Design Standards and revised Index Drawings as appended herein, and January 2016 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:  
<http://www.dot.state.fl.us/rddesign/DesignStandards>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:  
<http://www.dot.state.fl.us/specificationsoffice/StandardSpecifications>

**REVISIONS**

- ROADWAY - SHEETS 1, 2A, 6, 7 AND 8 (REVISED 01/11/16)
- SIGNALS - SHEETS 1, T-9 AND T-9A (REVISED 01/11/16)
- ROADWAY - SHEETS 1, 2B AND 3 THRU 5-B (REVISED 01/19/16)
- SIGNING AND PAVEMENT MARKINGS - SHEETS 5-3 AND 5-9 (REVISED 01/19/16)
- ROADWAY - SHEETS 1, 2C, 4, 5Q-9, 5Q-18, 15, 16, 29, 38, 60, 61, 70 AND 80 (REVISED 07/18/2016)
- ROADWAY - SHEETS 1, 2D AND 109A (REVISED 07/27/2016)
- ROADWAY - SHEETS 1, 2E, 3, 4, 5A, 5B, 5Q-1, 5Q-2, 5Q-9 - 5Q-14, 5Q-20, 5Q-22, 5Q-25, 27, 29, 77-80, 106, 117A, 117B, 117C, 117D (REVISED 11/23/16)
- SIGNING - SHEETS 5-1, 5-3, 5-9, AND 5-14 (REVISED 11/23/16)
- SIGNALS - SHEETS T-1, T-2, T-3, T-5, T-6, T-6A, T-8, T-10, T-11, T-15, T-16 (REVISED 11/23/16)



**END BRIDGE**  
STA. 108+07.38  
(550038, 550063)

**BEGIN BRIDGE**  
STA. 106+62.24  
(550038, 550063)

**BEGIN PROJECT**  
STA. 100+48.45  
CMP 0.007

**BEGIN BRIDGE**  
STA. 110+86.06  
(550039, 550064)

**END BRIDGE**  
STA. 114+98.82  
(550039, 550064)

**REMOVE EXISTING**  
PTMS SITE 555008  
CMP 0.361

**DOT VARR CROSSING**  
NO. 625582K  
R/R MP 798.10, CSX TRANSPORTATION  
STA. 123+50.43

**END PROJECT**  
STA. 282+68.80  
CMP 3.460

PROJECT LENGTH IS BASED ON 1/4 OF SURVEY

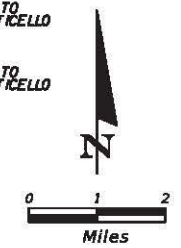
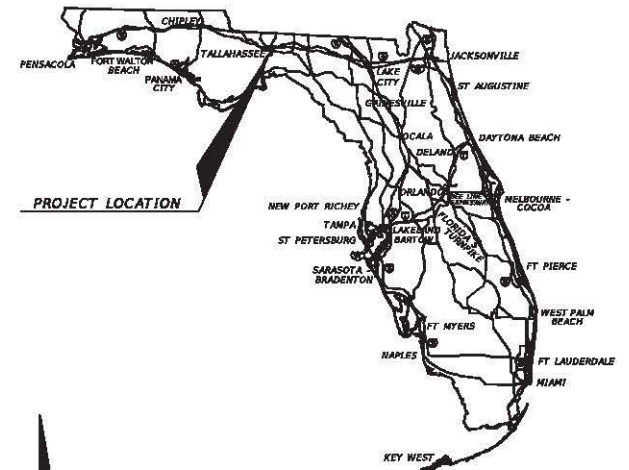
LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	17,662.45	3.345
BRIDGES	557.90	0.106
NET LENGTH OF PROJECT	18,220.35	3.451
EXCEPTIONS	0.00	0.000
<b>GROSS LENGTH OF PROJECT</b>	<b>18,220.35</b>	<b>3.451</b>

KEY SHEET REVISIONS	
DATE	DESCRIPTION
01/18/16	ADDED SHEET NUMBER 2A
01/19/16	ADDED SHEET NUMBER 2B
07/18/16	ADDED SHEET NUMBER 2C
07/27/16	ADDED SHEET NUMBER 2D
11/23/16	ADDED SHEET No. 2E, 117A, 117B, 117C, 117D

ROADWAY PLANS  
ENGINEER OF RECORD: JON R. McCLAIN, P.E.

P.E. NO.: 75765

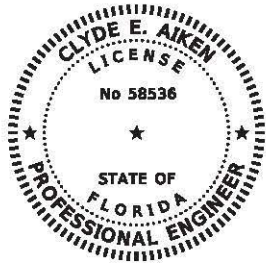
FISCAL YEAR	SHEET NO.
16	1



FDOT PROJECT MANAGER: ALAINA WEBB, P.E.

RESURFACING S.R. 20 (U.S. 27/APALACHEE PKWY.)  
FROM S.R. 61 (U.S. 27) TO EAST OF S.R. 261 (U.S. 319)

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



**Clyde E  
Aiken** Digitally signed  
by Clyde E Aiken  
Date: 2016.12.06  
23:56:36 -05'00'

CLYDE E. AIKEN, P.E.  
STANTEC CONSULTING SERVICES INC.  
1441 MACLAY COMMERCE DRIVE, SUITE 101  
TALLAHASSEE, FLORIDA 32312  
PH: 850-878-5001

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR  
THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2E	SIGNATURE SHEET
3, 4, 5A, 5B	SUMMARY OF PAY ITEMS
SQ-1, SQ-2	SUMMARY OF QUANTITIES
SQ-9 - SQ-14	
SQ-20, SQ-22,	
SQ-25	
27, 29	ROADWAY PLAN
77 - 80	CROSS SECTIONS
106, 117A, 117B	TEMPORARY TRAFFIC CONTROL PLAN
117C, 117D	

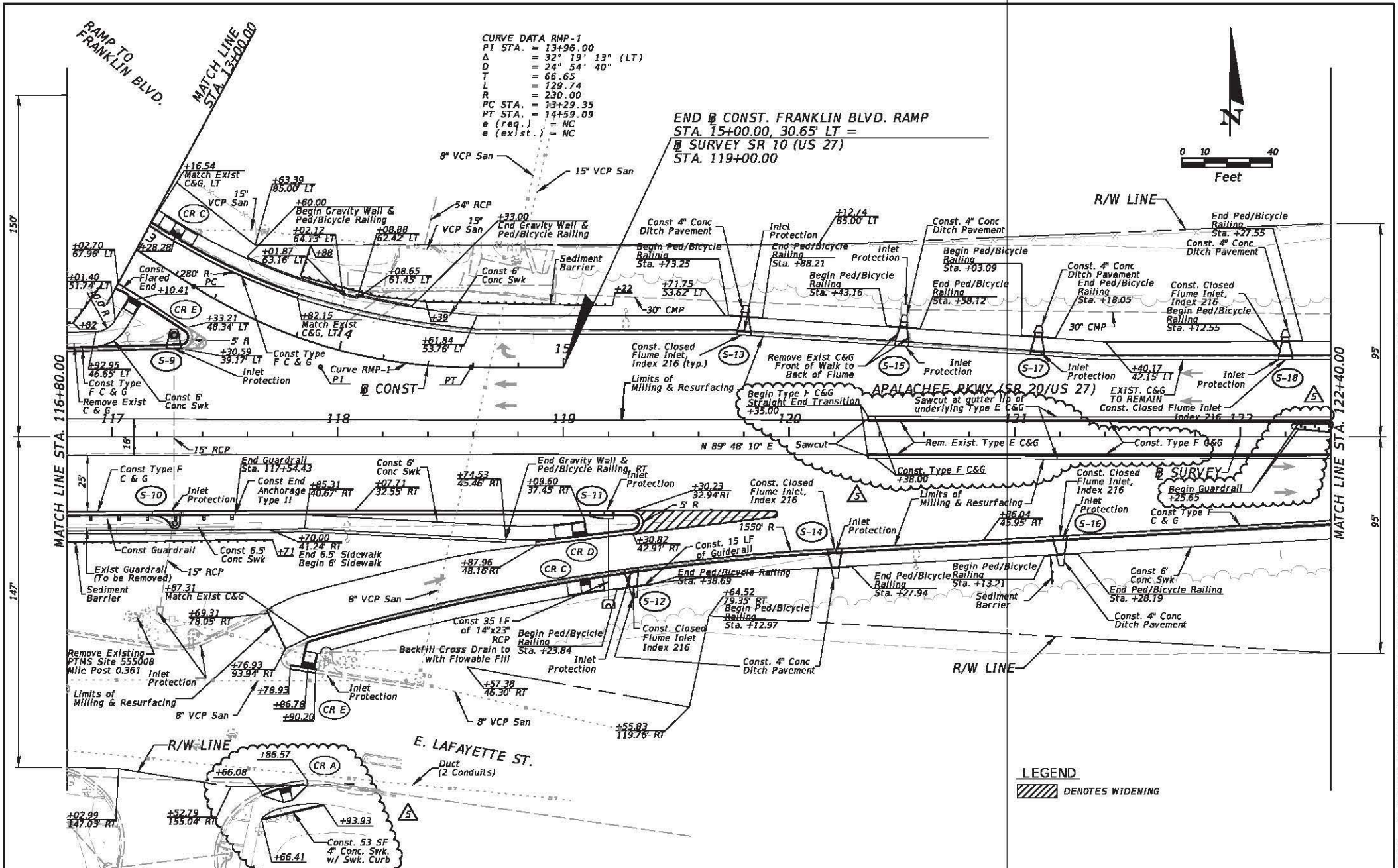
SIGNING & PAVEMENT MARKING PLANS

S-1	SIGNING AND PAVEMENT MARKINGS KEY SHEET
S-3, S-9	TABULATION OF QUANTITIES
S-14	SIGNING AND PAVEMENT MARKING PLAN

SIGNALIZATION PLANS

T-1	SIGNALIZATION KEY SHEET
T-2, T-3	TABULATION OF QUANTITIES
T-5, T-6, T-6A	SIGNALIZATION PLAN
T-8, T-10, T-11	
T-15, T-16	

REVISIONS				STANTEC CONSULTING SERVICES INC. 1441 MACLAY COMMERCE DRIVE, SUIT 101 TALLAHASSEE, FLORIDA 32312 CERTIFICATE OF AUTHORIZATION 27013	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO. 2E
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
11/23/16	5 ADDED SHEET FOR REVISIONS.				SR 20	LEON	430784-1-52-01		



DATE	DESCRIPTION	DATE	DESCRIPTION
11-23-16	CEA-ADDED NEW GUARDRAIL. SAWCUT AND REMOVE EXIST. TYPE E C&G. ADDED NEW TYPE F C&G. REVISED CURB RAMP TYPE & LOCATION. ADDED CONC. SWK. AND SWK. CURB		

DATE	DESCRIPTION

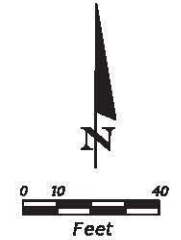
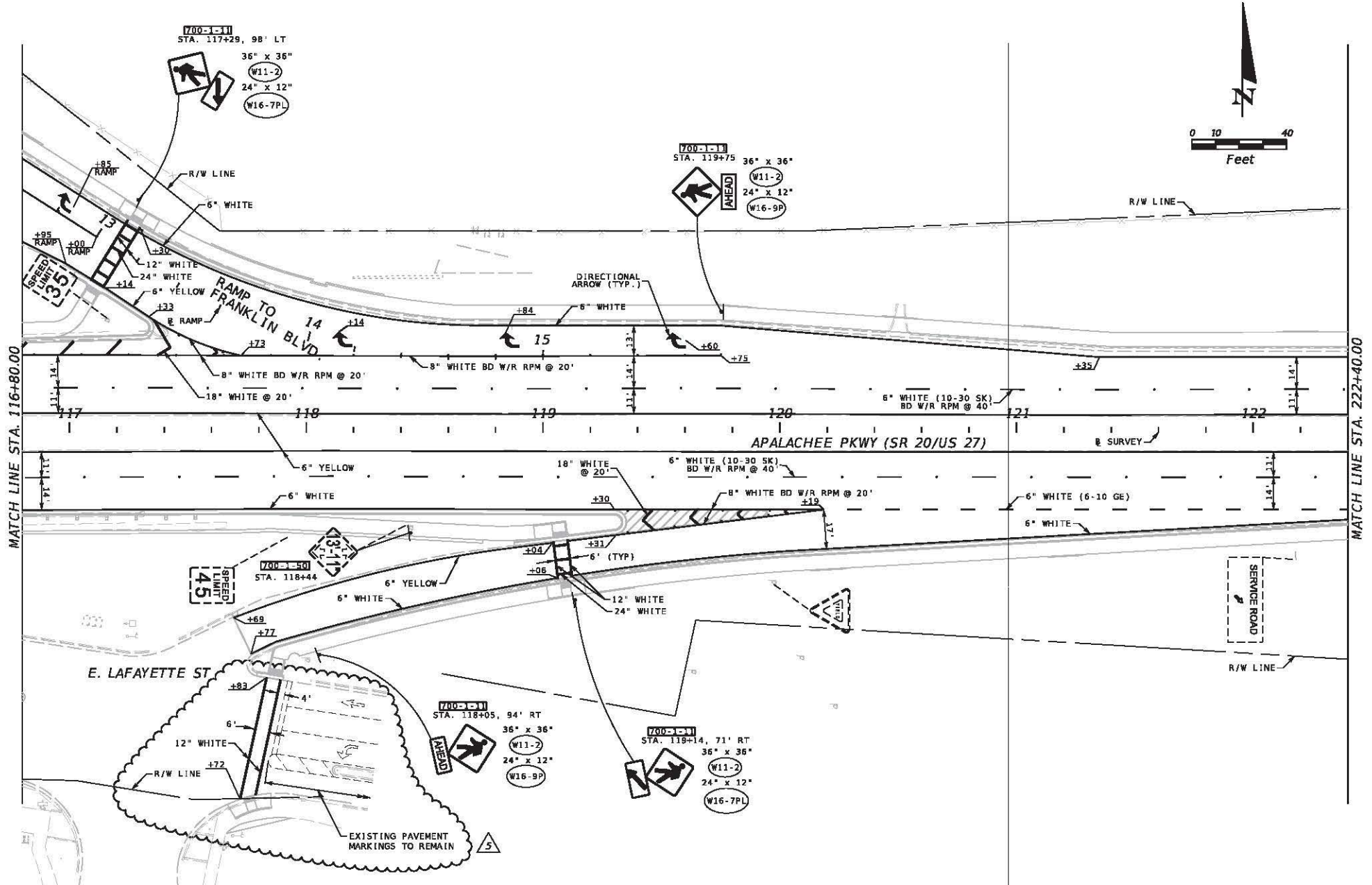
JON R. McCLAIN, P.E.  
 P.E. LICENSE NUMBER 75765  
 STANTEC CONSULTING SERVICES INC.  
 1441 MACLAY COMMERCE DRIVE, SUITE 101  
 TALLAHASSEE, FLORIDA 32312  
 CERTIFICATE OF AUTHORIZATION 27013

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 20	LEON	430784-1-52-01

ROADWAY PLAN		SHEET NO.
		27

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





MATCH LINE STA. 116+80.00

MATCH LINE STA. 222+40.00

REVISIONS	
DATE	DESCRIPTION
11/23/16	(5) REMOVED 24" WHITE; ADDED EXISTING MARKINGS TO REMAIN.

CLYDE E. AIKEN, P.E.  
P.E. LICENSE NUMBER 58536  
STANTEC CONSULTING SERVICES INC.  
1441 MACLAY COMMERCE DRIVE, SUITE 101  
TALLAHASSEE, FLORIDA 32312  
CERTIFICATE OF AUTHORIZATION 27013

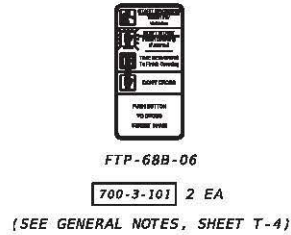
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 20	LEON	430784-1-52-01

**SIGNING AND PAVEMENT  
MARKING PLAN**

SHEET NO.  
S-14

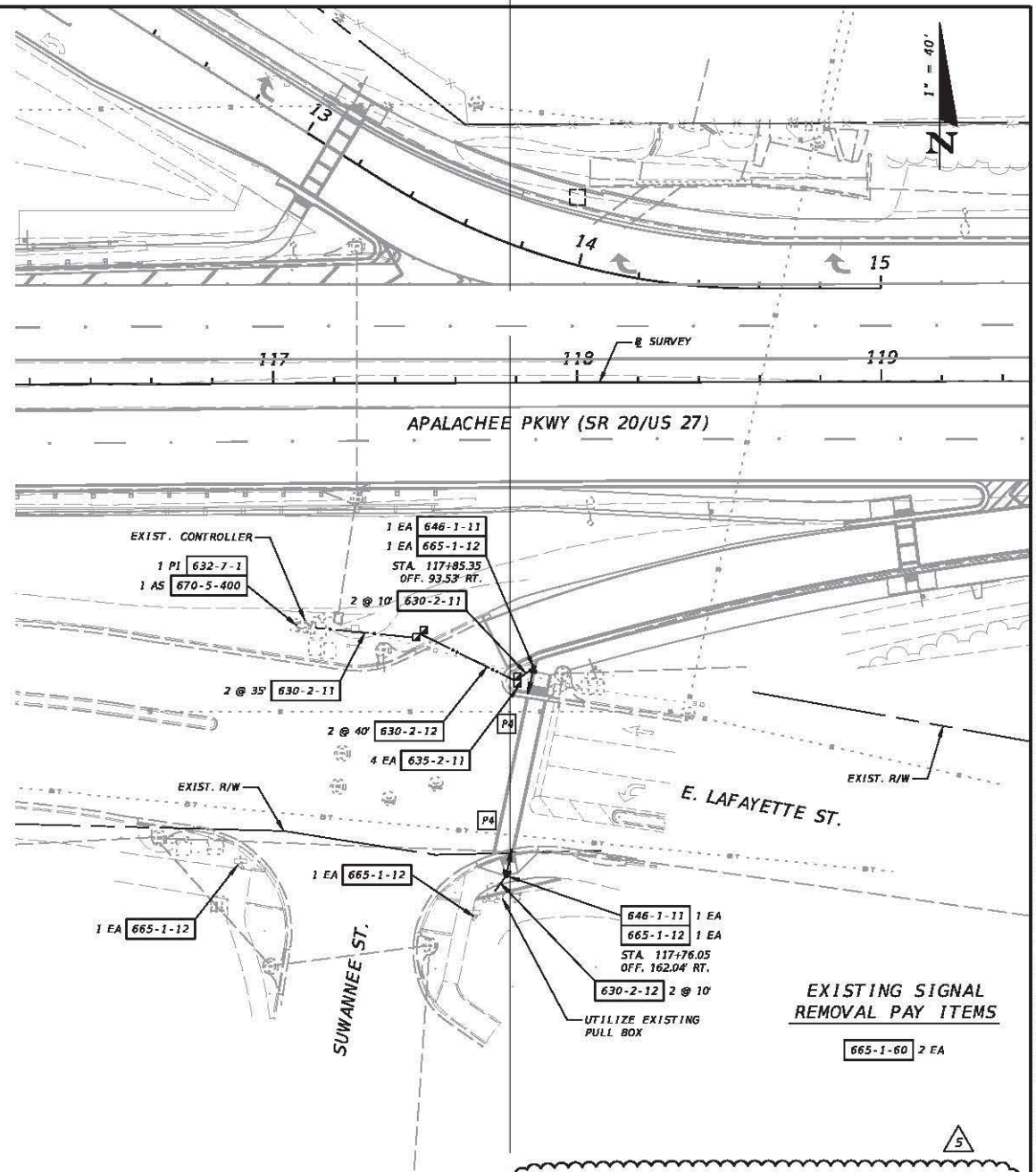
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

**SIGNAL HEAD DETAILS**



**NOTES:**

1. MAJOR STREET IS E. LAFAYETTE ST., MOVEMENTS 1, 2, 5, AND 6.  
MINOR STREET IS SUWANNEE ST., MOVEMENTS 4 AND 7.
2. EXISTING SIGNAL OPERATING PLAN TO REMAIN.
3. FURNISH AND INSTALL NEW PEDESTRIAN PEDESTALS WITH FTP-68B-06 SIGNS AT THE LOCATIONS INDICATED. EXISTING PEDESTRIAN SIGNAL HEADS AND PEDESTALS ARE TO REMAIN. FURNISH AND INSTALL FTP-68B-06 SIGNS ON EXISTING PEDESTALS.
4. MODIFY THE EXISTING TRAFFIC SIGNAL CONTROLLER FOR THE ADDITION OF PEDESTRIAN MOVEMENT P4. PAYMENT UNDER ITEM 670-5-400. TIMINGS WILL BE PROVIDED BY THE CITY OF TALLAHASSEE.



REVISIONS		DATE	DESCRIPTION
11/23/16	5	ADDED SHEET	

CLYDE E. AIKEN, P.E.  
P.E. LICENSE NUMBER 58536  
STANTEC CONSULTING SERVICES INC.  
1441 MACLAY COMMERCE DRIVE SUITE 101  
TALLAHASSEE, FLORIDA 32312  
CERTIFICATE OF AUTHORIZATION 00027013

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
20	LEON	430784-1-52-01

<p><b>SIGNALIZATION PLAN</b> <b>E. LAFAYETTE / SUWANNEE</b></p>	<p>SHEET NO. T-6A</p>
---	---------------------------

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Authorization for the Division of Emergency Medical Services to Participate in the Cardiac Arrest Registry to Enhance Survival Program

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services Division
<b>Lead Staff/ Project Team:</b>	Dr. Kim Landry, EMS Medical Director Mac Kemp, Deputy Chief, Emergency Medical Services

**Fiscal Impact:**

This item has a fiscal impact. The cost associated with participating in the CARES program is \$1,000 per year and is available in the FY17 EMS operating budget.

**Staff Recommendation:**

- Option # 1: Authorize the Emergency Medical Services Division to participate in the Cardiac Arrest Registry to Enhance Survival Program.
- Option # 2: Authorize the County Administrator to execute an agreement in a form approved by the County Attorney to effectuate participation in the program.

## Report and Discussion

### **Background:**

This agenda item seeks Board approval for the Division of Emergency Medical Services (EMS) to participate in the Cardiac Arrest Registry to Enhance Survival Program (CARES) in order to further improvements in the treatment protocols used for victims of cardiac arrest.

The Centers for Disease Control and Prevention (CDC), in conjunction with Emory University, Woodruff Health Sciences Center has established the CARES Program to track cardiac arrest data and to improve outcomes for cardiac arrest patients of participating organizations. The Division of Emergency Medical Services has tracked and measured cardiac arrest data in Leon County for many years. The CARES Program expands on those efforts by providing the ability to process cardiac arrest data in a more comprehensive manner, benchmark that data in comparison to other EMS systems, and to receive expert advice in regard to improvements in cardiac arrest care. The goal of participation in this program is to further improve the outcomes for victims of cardiac arrest.

The mission of the CARES Program is “[t]o help communities determine standardized outcome measures for out-of-hospital cardiac arrest allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.” There are currently over 600 EMS agencies and 1,000 hospitals participating in the program. As a result of the program, 18 articles have been published in peer reviewed journals which has contributed to increased cardiac arrest survival rates and a better understanding of effective treatment protocols.

Participation in this project is essential to the following FY2017-FY2021 Strategic Initiative that Board approved at the January 24, 2017 meeting:

- *Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2016-26).*

This particular Strategic Initiative aligns with the Board’s Quality of Life Strategic Priority:

- *(Q3) – Provide essential public safety infrastructure and services.*

### **Analysis:**

The EMS Division currently provides a high level of care to cardiac arrest patients as demonstrated by a 33% cardiac arrest survival rate which greatly exceeds the 7% national average. Participation in the CARES program would provide an additional resource to improve existing patient cardiac arrest outcomes through opportunities for enhanced data collection, enhanced collaboration with local hospitals and physicians, and benchmarking with other EMS systems. The activities facilitated by the CARES program provide a unique possibility for improvements to the existing Leon County EMS Clinical Performance Improvement Program which, in turn, will be used to make improvements in the treatment protocols used for victims of cardiac arrest.

Title: Authorization for the Division of Emergency Medical Services to Participate in the Cardiac Arrest Registry to Enhance Survival Program

February 7, 2017

Page 3

---

The CARES project will require EMS to submit patient care record information to the registry. This data is then utilized as a quality improvement tool which will allow the County to further monitor the quality of care provided, and measure and benchmark performance for effectiveness. In addition, EMS will have access to the robust data reporting system which can be used to identify best practices and benchmarking. The program structure and the transmission, storage and use of the data, meet the provisions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) and are consistent with the requirements set forth in Sections 401.30(4)(g) and 401.425(5), Florida Statute, for the use of EMS records for quality assurance purposes

The cost associated with participating in the CARES program is \$1,000 per year and is available in the FY2017 EMS operating budget.

**Options:**

1. Authorize the Emergency Medical Services Division to participate in the Cardiac Arrest Registry to Enhance Survival Program.
2. Authorize the County Administrator to execute an Agreement in a form approved by the County Attorney to effectuate participation in the program.
3. Do not authorize the Emergency Medical Services Division to participate in the Cardiac Arrest Registry to Enhance Survival Program.
4. Board direction.

**Recommendation:**

Options #1 & #2.

**Attachment:**

1. CARES in Action report



**CARES**  
Cardiac Arrest Registry  
to Enhance Survival

# CARES in Action

*Fall 2014*



# Table of Contents

<b>The Mission of CARES</b> .....	1
<b>Mini Case Studies</b>	
Contra Costa County EMS, California .....	2
San Francisco Fire Department, California.....	2
Minnesota Department of Health .....	2
City of Las Vegas, Nevada .....	3
El Paso County EMS, Colorado.....	3
Denver Paramedic Division and Denver Fire Department, Colorado.....	4
Hennepin County Medical Center, Minnesota .....	4
William Beaumont Hospital, Macomb and Oakland County, Michigan .....	4
<b>Testimonials</b>	
Santa Barbara and Ventura Counties, California.....	5
New Castle County, Delaware .....	7
Plano, Texas.....	8
<b>Excerpts from Letters of Support</b>	
King County EMS.....	9
American Heart Association/ American Stroke Association.....	9
National Association Of EMS Physicians (NAEMSP).....	10
Pan-Asian Resuscitation Outcomes Study (PAROS).....	10
<b>Data Sharing and Publications</b> .....	11



# The Mission of CARES

## **Mission**

To help communities determine standardized outcome measures for out-of-hospital cardiac arrest allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

## **Overview of Concept**

The Cardiac Arrest Registry to Enhance Survival (CARES) is currently the largest out-of-hospital cardiac arrest (OHCA) registry in the United States. CARES automates the linkage between 911 centers, First Responders, Emergency Medical Services (EMS), and hospitals to create a single record for each event. Registry data collection is critical to improving patient care and survival rates as it allows communities and public health organizations to monitor quality of care, measure and benchmark performance for effectiveness research, enhances the ability to conduct medical product safety surveillance, and creates a platform for intervention implementation.



## **Statement of Impact**

Data collection began in Atlanta, Georgia with nearly 600 cases captured in 2005. At present, the registry now captures the same number of cases weekly. As of the end of 2014, the CARES registry covers a population of over 80 million people and includes a total of over 150,000 records. The program has expanded nationally to include statewide registries in 13 states with community sites in 23 additional states, representing over 600 EMS agencies and 1,000 hospitals. To date, CARES has published 18 articles in peer reviewed journals and has supported countless quality improvement efforts in participating communities, resulting in an increase in cardiac arrest survival and a more thorough understanding of OHCA treatment and survival in the field of emergency medicine.

## **Benefits of Community Participation**

In the simplest terms, CARES provides communities with an infrastructure to streamline the data collection process for OHCA. In doing so, CARES participants have the ability to benchmark their performance to identify opportunities for quality improvement and thus increase cardiac arrest survival in their community. Prior to CARES participation, very few sites had the resources to commit to collecting OHCA data and as such, most sites did not know what the survival rates were in their area or how to begin improving OHCA prevention and treatment. With CARES, communities not only have a robust data collection process and reporting system but access to a community of CARES participants where best practices and lessons learned are shared amongst the most knowledgeable and progressive EMS leaders in the country. The benefit of CARES participation is most easily conveyed in its 100% retention rate since registry conception.

# Mini Case Studies

## **Contra Costa County EMS, California Joined CARES in 2009**

Contra Costa County EMS has noted clear patterns of disparity in survival among their low-income communities and by ethnicity that have helped spearhead public health efforts to improve the cardiovascular health of highly vulnerable groups in their community. CARES has allowed them to measure community efforts with regard to bystander CPR and AED use, and use the data to help prioritize educational efforts for the general public with regard to these life-saving interventions. In the coming year, they will be concentrating on enhancements in the fifth link of cardiac survival, post-resuscitation care at their hospitals, and CARES will be indispensable in these efforts.

“The CARES registry has been the single most important enhancement to our EMS system in the 16 years I have been working as medical director.” –Dr. Joseph Barger, EMS Medical Director

## **San Francisco Fire Department, California Joined CARES in 2007**

San Francisco has utilized CARES data to undertake multiple approaches to improve sudden cardiac arrest survival over the last few years. Since participating in CARES, the survival rate of cardiac arrest patients with a witnessed arrest and shockable rhythm - those that are amenable to defibrillation - improved dramatically (from 9% to 23%). They have presented CARES data at their OHCA summit for quality improvement purposes. In a letter from Dr. Karl Sporer the Medical Director of San Francisco, Fire Department dated November 16, 2011, Dr. Sporer noted that “CARES allows SFFD to collect OHCA data on an ongoing basis and provides our community with a simple, secure and efficient method of tracking key performance measures locally, including bystander CPR compliance, public access defibrillation and overall survival rate at hospital discharge. San Francisco has taken on multiple approaches to improve sudden cardiac arrest survival over the last few years and CARES has been instrumental in measuring our areas of success.”

## **Minnesota Department of Health Joined CARES in 2010**

The Minnesota Resuscitation Consortium has recently started participating in the CDC-funded CARES (Cardiac Arrest Registry to Enhance Survival), with the goal of statewide participation throughout Minnesota within 2 years. CARES supports ongoing surveillance of OHCA and quality improvement efforts at the Minnesota Department of Health in direct support of Objective 2.1 from the Minnesota Heart Disease and Stroke Prevention Plan 2011-2020: Provide consistent, evidence-based and timely acute care for Minnesotans experiencing sudden cardiac arrest. CARES enhances the partnerships between pre-hospital, hospital, state, and local public health agencies to combat one of the leading causes of death.

## **City of Las Vegas, Nevada Joined CARES in 2008**

When joining CARES in August 2008, it marked the first time that any community in the state of Nevada was able to measure survival from sudden cardiac arrest. At that time, only 5% of patients survived to hospital discharge. Using CARES as a vehicle for change, they began working on systematically strengthening each of the 5 links in the AHA's chain of survival. They addressed the first and third links (early 911 and early advanced care) by implementing a Quick Launch protocol that enabled their alarm office to dispatch a unit on the scene within 4 minutes. CARES also allowed Las Vegas to measure their dispatch-aided CPR rates and correlate and feedback patient outcomes to their 911 call takers. Based on CARES data, they have made many changes to their dispatch process such as enabling their dispatchers to do compression-only CPR and start CPR sooner. They have used CARES to strengthen their paramedic's quality of resuscitation by having a measurement tool that provides meaningful feedback both individually and as a community on SCA victims. Through CARES, they were able to see the direct effect of high-quality CPR, delayed intubation and therapeutic hypothermia had on survival rates. One of the most important benefits of CARES for Las Vegas was that it served as the force to drive their community's hospitals to begin using optimal post-resuscitation care (therapeutic hypothermia, etc.). Their Utstein survival increased from 5% and over the past few years, it has peaked at 58% and now sits in the 30% range. Las Vegas relies on the CARES registry to provide background surveillance and measurement of meaningful outcomes that drive their community's quest for continually improving survival for our citizens and visitors. The City council has chosen Utstein survival, as measured by the CARES registry, to be the primary EMS performance measure for our Fire Department. CARES has assisted with the Quick Launch program, dispatch-aided CPR, Save-a-Life bystander CPR initiative, as well as an evaluation of Pediatric Cardiac Arrest characteristics in the nation. These projects have been presented and published at various venues such as American College of Emergency Physicians annual meeting, the National Association of EMS Physicians, Society of Academic Emergency Physicians and the American Heart Association annual meetings.

## **El Paso County EMS, Colorado Joined CARES in 2009**

Participating in CARES has led El Paso County to a resurgence in interest in CPR training for the public by EMS and local hospitals, as well as a peer emphasis on high quality EMS provider intervention both on scene and in transport. The resultant focus on improving cardiac arrest outcomes led to the momentum to establish therapeutic hypothermia protocols within all four of their area hospitals, as well as their busiest EMS agencies. They have used CARES data in presentations to public officials, EMS crews, hospital-based medical, nursing and administrative staff and other interested parties.

### **Denver Paramedic Division and Denver Fire Department, Colorado Joined CARES in 2008**

Denver EMS has used their CARES data in regular presentations at the Denver City Council as well as the Denver Mayor's Office and because of this data, they have been successful at generating interest at many levels in their community in looking at how they can understand and improve their EMS system. Based on the information provided by CARES, they were able to identify public AED use as a significant weakness in their system and were successful in instituting a program (Save a Life Denver) that will result in an additional 2000 AEDs being placed in the Denver metro area. CARES has provided the first opportunity to track cardiac arrest survival in a meaningful fashion that allows them to understand their strengths and weaknesses. Denver initiated therapeutic hypothermia in the field based largely on the current literature as well as data from the CARES program.

### **Hennepin County Medical Center, Minnesota Joined CARES in 2009**

Hennepin County has used their CARES data to work with government leaders to successfully promote EMS activities and improve survival from OHCA. They used the data showing a disappointing degree of bystander CPR to initiate many bystander-training sessions throughout Hennepin County. CARES data have generated a lot of excitement in new placements of AEDs in the County. They used bystander CPR data and bystander AED data to support a number of successful grants to promote training and AED placements. Their high Utstein number (58% survival to hospital discharge of bystander witnessed shockable rhythm patients in Minneapolis in 2010 with 94% CPC 1 or 2) has given them instant credibility when working with hospitals, government officials, emergency physicians and cardiologists. This credibility is allowing them to take additional steps to increase survival in OHCA. Validated in the Journal of the American Medical Association and the BLS and ALS termination-of-resuscitation rules consistently identified patients with out-of-hospital cardiac arrest who had a limited chance of survival. CARES data has been used to identify neighborhoods with high incidence of cardiac arrest and low rates of bystander CPR and can identify areas, which would benefit from bystander CPR training and other interventions. CARES data has also been used to analyze presenting cardiac arrest rhythm and its effect on outcomes.

### **William Beaumont Hospital, Macomb and Oakland County, Michigan Joined CARES in 2008**

CARES has been valuable in Macomb and Oakland County, Michigan because it has made cardiac arrest part of the daily consciousness of the agencies that participate in the registry. For that reason, it has been an important addition to their EMS efforts locally. Individually it has supported research efforts for the EMS division and has allowed them to evaluate the care provided to cardiac arrest victims in schools, and helped assess the value of transporting cardiac arrest patients to the hospital after failed attempts to revive them. These are both important public health issues locally and nationally.

# Testimonials

## Santa Barbara and Ventura Counties, CA

*By: Angelo Salvucci, MD, FACEP, Medical Director, EMS Santa Barbara and Ventura Counties, CA*

Ventura County EMS was invited to join the CARES program in 2008 as the first site in the western U.S. Santa Barbara County joined two years later. CARES has been one of the most important programs our EMS systems have undertaken. In the 7 years we have been fortunate enough to participate, we have learned and grown and continue to make changes to better serve our community.

Prior to CARES, we had no organized structure or method to evaluate the treatment we were providing to our cardiac arrest patients. Training policies and treatment protocols were in place, but our QI system consisted of episodic projects on issues like IV starts, response times, ETI success, and occasionally ROSC - data we could reliably obtain from our EMS EMR. But the process was really just an exercise in data gathering. No one particularly cared that the IV start rate was 80% or the ETI rate hung in there at 70%. Why did it matter? ROSC was a little more impactful, but dropping off a patient with a pulse was still not the stuff for celebration.

The first CARES report was the start of a substantial shift in our understanding and direction. It gave us meaningful information – how many of our patients were leaving the hospital and going back to their families. It's why we are in EMS.

We were not satisfied that our survival rates were at or below the group average, so we began to use CARES data to refocus our QI efforts. Our first and most important step was to retrain all of our EMS providers in CPR. By using feedback training and testing with Ambu SmartMan manikin systems, we were able to get every EMT and paramedic to perform at a consistent, high level. That measure alone increased our survival rates (overall and witnessed shockable rhythm) by 30%. At the same time, we began the process to shorten the time to first chest compression for dispatcher-directed CPR.

With the clear process improvement of better CPR along with better outcomes, we reached a tipping point. The QI efforts made sense. We were doing better for our community. Cardiac arrest calls were an opportunity to help save a life – not an exercise in futility. Everyone was paying attention.

### **CARES-based QI efforts:**

Since the introduction of CARES and the initial wins, we have continued to use the data to cycle through improvements.

#### 9-1-1 and Dispatch:

We use monthly reports of CARES patients to our EMD dispatch centers to look at caller interrogation, dispatch priority, and post-dispatch instructions. Our goal is to have every “seizure”, “fall”, or “sick person” accurately identified as a cardiac arrest and to start CPR promptly.

#### Bystander CPR:

One of our challenges has been bystander CPR. Our rate is under 40% - less than the CARES group mean. Our survival success has motivated the EMS providers, hospitals and community groups to participate in our brief, chest-compression-only Sidewalk CPR training efforts.

### On-scene EMS care:

We have developed a comprehensive training program and set of treatment protocols for use by all EMS responders. Our Cardiac Arrest Management (CAM) program uses evidence-based team education, individual and team SmartMan training and testing, coordinated pre-assigned roles and post-incident performance review. This has been highly successful at standardizing and improving on-scene care and outcomes.

We improved our airway management protocols. Due to its ease of insertion relative to endotracheal intubation (ETI), we began to use the King Airway as the primary airway device. When we found that patients with BMV or ETI or had the same survival rate, but were more likely to have favorable neurological recovery, we changed the protocol to make BMV the preferred method.

### Quality Management:

We use cardiac monitor output reports to give prompt feedback to crews. The focus is primarily on continuous (CPR density 80% or greater) high-quality CPR with minimal duration pauses for defibrillation. This will allow us to establish a retraining interval that will be part of CAM.

### **In-progress QI:**

At this point our systems are performing well. So far in 2014, we have a better than 15% overall survival and it's over 50% for witnessed shockable rhythms. We are looking for ways to improve further. Several projects are planned or have started.

CARES was created to open and join three silos of data - dispatch, EMS and hospital. But there is a fourth important silo that is still not connected – 9-1-1. We have created teams in each county with every Public Safety Answering Point (PSAP) as members. Our goal is to track every 9-1-1 call reporting a cardiac arrest from the first ring at the first Primary PSAP through to delivery to the EMS dispatch center. This will be most critical for wireless 9-1-1 calls, which are now over 80% of the total. Wireless 9-1-1 calls typically do not have location information available at the time of the call, so are often routed to regional centers. There the caller is queried and the call transferred. This introduces a delay in response that averages more than a minute – an important time in cardiac arrest response. We will be able to quantify these transfers and delays and look for opportunities to get responders on the way more quickly and pre-arrival CPR instructions started.

We are starting a trial of the air-Q. This supraglottic airway is simple to insert, ventilates effectively, and has a cuff that self-inflates only during inspiration. We believe it will be easier than ETI, more effective than BVM and not have the carotid pressure concern of dual-balloon airways. The CARES outcome data will be essential in the evaluation.

We have created and are expanding our cardiac arrest survivor network. They are grateful for the support and are looking forward to assisting in our community CPR training efforts.

CARES has been the foundation for great improvements in our EMS system. The data have allowed us to accurately examine, plan, and improve. And the positive outcomes have created excitement in the entire EMS community. Everyone enjoys being on a winning and productive team. With attention and effort the “CAR” is a useful tool for “ES”. It has certainly worked for us.

## New Castle County, Delaware

*By: Robert Rosenbaum, MD, FACEP, Medical Director and Chief Lawrence Tan, New Castle County EMS*

New Castle County, Delaware is an urban/suburban area located between Philadelphia and Baltimore along the I-95 corridor, and has a population of 549,684. The pre-hospital EMS system consists of a tiered response configuration with basic life support (BLS) services provided by 21 volunteer fire companies, a career fire department, a private contracted provider in the municipality of Wilmington, and a student-staffed ambulance at the University of Delaware. Advanced life support (ALS/paramedic) services are provided by the New Castle County Government. The New Castle County Paramedics operate as a “third service” EMS agency in an ALS-intercept configuration. The county paramedics provide ALS to the entire county, including the incorporated municipalities. Medical direction is provided by the state Office of Emergency Medical Services under the authority of state code.



"The first time I heard Bryan McNally's presentation at NAEMSP in 2009, I was committed to the idea that we needed to bring CARES to New Castle County," was the first thought of Dr. Robert Rosenbaum, EMS Medical Director. The presentation wasn't over and Dr. Rosenbaum was already in contact with New Castle County EMS Chief, Lawrence Tan. Both agreed with the concept and potential benefit and immediately began to work to bring CARES to Delaware.

"Measuring EMS system performance can be extremely difficult, given the variables in operating configurations and the multiple places that data must be obtained," said Chief Tan. "CARES has facilitated our ability to uniformly collect, analyze and compare our system performance in out-of-hospital cardiac arrest (OHCA). It also helps us monitor and trend the consistency of our clinical response to OHCA in our jurisdiction."

New Castle County has seen continuous improvement of cardiac arrest survival rates and the numbers of annual survivors of sudden cardiac arrest (SCA) since beginning participation in CARES. The improvement is measurable in the number of survivors presenting with any initial rhythm, and especially noticeable in patients with witnessed, shockable rhythms. In the past two years, New Castle County has seen survival rates nearly double from what they were before 2012. Quarterly survival rates for patients presenting with witnessed, shockable rhythms reaching 50% are not uncommon, and we have come to expect quarterly survival rates for this group of patients to reach 35 to 45% on a regular basis. Survivors of witnessed arrests with any presenting rhythm are now over 20%, which is nearly double the rate in New Castle County for this same group of patients prior to 2012.

Analysis of CARES data has prompted modifications and adjustments in practice for paramedics and BLS providers in New Castle County. For in-stance, EMS crews are encouraged to remain on scene, provide high quality CPR, and make every effort to restore spontaneous circulation before considering transport. “Pit crew” CPR is being promoted to facilitate an organized, consistent approach to providing excellent basic life support and improve the chances of a return of spontaneous circulation (ROSC). The New Castle County Paramedics were one of the early services to implement pre-hospital induced hypothermia to treat patients post-arrest and there is ongoing emphasis on beginning this process on scene after sustained ROSC is established.

Ongoing use of CARES data will enable NCC\*EMS to target interventions that may further improve survival rates. Directed education to zip codes and fire districts with lower survival rates is already planned. The potential to use technology to enhance and improve bystander intervention is also being explored. We will track changes in survival as we implement additional system enhancements and monitor for ongoing performance improvement. “This was absolutely one of the best choices we’ve ever made and is proving to be one of our most valuable quality assurance and performance improvement projects,” said Dr. Rosenbaum.

He and Chief Tan agree that the database and support of CARES staff has been incredibly valuable and a key to successful utilization of the information gathered on OHCA patients. Chief Tan added, “We look to build on the improvements of the last 5 years and continue to use CARES data to increase the rate of survival from OHCA and help us improve the care being delivered in New Castle County, Delaware.”

## **Plano, Texas**

*By: Mark Gamber, DO, MPH, FACEP, Medical Director, Plano Fire-Rescue*

CARES data is a source of pride for members of Plano Fire-Rescue (PFR). Our department has been enrolled in CARES since 2009. Originally, we were met with inquisitive looks when we tried to explain the importance of the word “Utstein” and standardized cardiac arrest outcomes reporting. However, these concepts are now a part of our common EMS language, as CARES data is shared with our 350 personnel on a monthly basis and actively discussed in our live quarterly EMS Continuing Education sessions. CARES data is also an integral part of PFR’s annual report to the city manager and city council. We believe this pro-vides transparency and accountability to our local citizens.

CARES data allows us to place an in-creased focus on cardiac arrest care. This has in turn led to stronger partnerships between PFR and our receiving hospitals. As data sharing between field and hospital providers was implemented, it built a foundation to work on emergency care such as therapeutic hypothermia and patient contact-to-balloon for STEMI. CARES data is shared with all PFR hospitals that serve as resuscitation centers, opening the lines of communication and providing a feedback loop.

Prior to our enrollment in CARES, there was no benchmark for our cardiac arrest statistics. Now, Plano Fire-Rescue has a 5-year running aver-age of greater than 50% survival among Utstein patients. We owe this to bystander CPR, the work of the members of Plano Fire-Rescue, our receiving hospitals, and CARES.



# Excerpts from Letters of Support

## **King County EMS**

“I am the Medical Director for King County, Washington and have worked in emergency medical services and cardiac arrest research for the past 36 years. Vital to improving the management of cardiac arrest is a cardiac arrest surveillance program. We have had such a program for over 3 decades. Since the inception of CARES I have been in close communications with Dr. McNally and applaud his efforts. CARES offers any EMS program and community in the nation to painlessly participate in a cardiac arrest registry and therefore gives that program the data and opportunity to make meaningful changes to improve survival. For the past two years we have been active participants in CARES.”

*Mickey Eisenberg, MD, PhD  
Medical Director, King County EMS*

## **American Heart Association/ American Stroke Association**

“CARES provides the necessary infrastructure to help both local and state agencies uniformly measure performance, benchmark care, and ultimately improve cardiac arrest survival in their own communities. The ability to measure performance and determine outcomes is important to supporting and driving our 2020 goal of doubling survival from cardiac arrest. The AHA has been pleased to see the successful expansion of CARES into more than 40 communities in 26 states and are particularly pleased that medical directors and system administrators have used this data to improve care by strengthening the chain of survival in their community as part of their efforts to increase cardiac arrest survival.”

*Meighan Girgus  
Chief Mission Officer*

### **National Association Of EMS Physicians (NAEMSP)**

“Please accept this letter of unbridled enthusiasm from the National Association of EMS Physicians (NAEMSP) in support of the CARES (Cardiac Arrest Registry to Enhance Survival) program... It is with great pride that our members initiated the inaugural CARES program. NAEMSP is an organization of physicians and other professionals partnering to provide leadership and foster excellence in out-of-hospital emergency medical services. Our over 1,400 members have used the CARES data to improve EMS system effectiveness and patient outcomes in their communities.

CARES allows our members to collect OHCA data on an ongoing basis and provides their community with a simple, secure, and efficient method of tracking key performance measures locally, including bystander CPR compliance, public access defibrillation usage, and overall usage, and overall survival rate at hospital discharge.”

*Ronald G. Pirrallo, MD, MHSA  
President*

### **Pan-Asian Resuscitation Outcomes Study (PAROS)**

“The PAROS Clinical Research Network consists of investigators from Asia-Pacific countries, Emergency Medical Services (EMS) systems and hospitals. Today, PAROS has pre-hospital and emergency care providers from 8 participating countries- Japan, Korea, Malaysia, Singapore, Taiwan, Thailand and Turkey.

Working with CARES has allowed us to collectively develop a uniform set of essential data elements on a standard software platform in both Asia and the United States- a key effort in helping to establish international benchmarking for OHCA and improve survival. Singapore has also benefited from the installation of a network server and related hardware contributed to the PAROS Clinical Research Network. As EMS is still its infancy in the Asia Pacific region, I believe the CARES-PAROS collaboration will play an important role in stimulation the developing of research capability and improvement of EMS system.”

*Assoc. Professor Marcus Ong Eng Hock  
Chairman, PAROS Clinical Research Network*

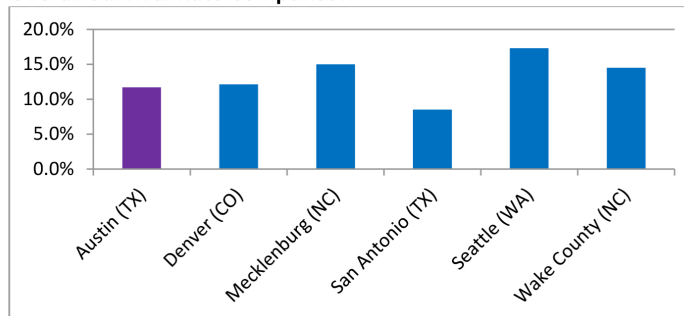
# Data Sharing and Publications

CARES data serves multiple purposes, both at the local and national level. Participating agencies use CARES to benchmark their performance with local, state, and national statistics to better identify where they can improve their performance in out-of-hospital cardiac arrest (OHCA) care. They also utilize their individual data to better understand where arrests are occurring in the community, whether bystanders are providing intervention prior to EMS arrival, and how EMS is performing once on the scene.

Below is an example of how Austin-Travis County EMS (ATCEMS) has benchmarked their performance with similar CARES communities. CARES does not publish identifiable metrics; however, in this example, ATCEMS received permissions from individual communities to publish their survival data.

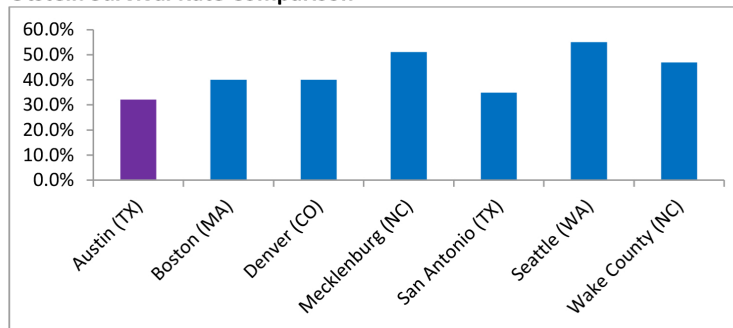
*EMS communities provide data to CARES using the Utstein reporting style. While CARES independently validates information provided by EMS communities, reporting of cardiac arrest event information is, nonetheless, self-reported and subject to variability amongst the various providers. Auditors compiled CARES data provided by EMS providers comparable to ATCEMS. ATCEMS' overall survival rate and Utstein survival rate reported to the Cardiac Arrest Registry to Enhance Survival (CARES) for 2012 were 11.7% and 32.1%, respectively. These rates, in comparison to comparable communities, are depicted in the following charts.*

**Overall Survival Rate Comparison**



SOURCE: CARES Data obtained from Medical Directors for various EMS providers, June 2013

**Utstein Survival Rate Comparison**



SOURCE: CARES Data obtained from Medical Directors for various EMS providers, June 2013

In addition to agency-level benchmarking, CARES also significantly contributes to the body of literature on OHCA and resuscitative science. The aggregate, de-identified dataset is made available to researchers who submit a proposal to a data sharing committee. A list of CARES publications can be found on the next page.

- Johnson MA, Grahan BJ, Haukoos JS, McNally B, Campbell R, Sasson C, Slattery DE. Demographics, bystander CPR, and AED use in out-of-hospital pediatric arrests. *Resuscitation*. 85(7):920-6 (2014).
- Mader TJ, Nathanson BH, Soares WE, Coute RA, McNally BF. Comparative Effectiveness of Therapeutic Hypothermia After Out-of-Hospital Cardiac Arrest: Insight from a Large Data Registry. *Ther Hypothermia Temp Manag*. 4(1):21-31 (2014).
- McMullan J, Gerecht R, Bonomo J, Robb R, McNally B, Donnelly J, Wang HE, CARES Surveillance Group. Airway management and out-of-hospital cardiac arrest outcome in the CARES registry. *Resuscitation*. 85(5):617-22 (2014).
- Bagai A, McNally BF, Al-Khatib SM, Myers JB, Kim S, Karlsson L, Torp-Pedersen C, Wissenberg M, van Diepen S, Fosbol EL, Monk L, Abella BS, Granger CB, Jollis JG. Temporal differences in out-of-hospital cardiac arrest incidence and survival. *Circulation*. 128(24):2595-602 (2013).
- Abrams HC, McNally B, Ong M, Moyer PH, Dyer KS. A composite model of survival from out-of-hospital cardiac arrest using the Cardiac Arrest Registry to Enhance Survival (CARES). *Resuscitation*. 84(8):1093-8 (2013).
- Root ED, Gonzales L, Persse DE, Hinchey PR, McNally B, Sasson C. A tale of two cities: the role of neighborhood socioeconomic status in spatial clustering of bystander CPR in Austin and Houston. *Resuscitation*. 84(6):752-9 (2013).
- Johnson MA, Haukoos JS, Larabee TM, Daugherty S, Chan PS, McNally B, Sasson C. Females of childbearing age have a survival benefit after out-of-hospital cardiac arrest. *Resuscitation*. 84(5):639-44 (2013).
- Sasson C, Magid DJ, Chan P, Root ED, McNally BF, Kellermann AL, Haukoos JS. Association of neighborhood characteristics with bystander-initiated CPR. *N Engl J Med*. 367(17):1607-15 (2012).
- Mader TJ, Nathanson BH, Millay S, Coute RA, Clapp M, McNally B, CARES Surveillance Group. Out-of-Hospital Cardiac Arrest outcomes stratified by rhythm analysis. *Resuscitation*. 83(11):1358-62 (2012).
- Cudnik MT, Sasson C, Rea TD, Sayre MR, Zhang J, Bobrow BJ, Spaite DW, McNally B, Denninghoff K, Stolz U. Increasing hospital volume is not associated with improved survival in out-of-hospital cardiac arrest of cardiac etiology. *Resuscitation*. 83(7):862-8 (2012).
- Sasson C, Cudnik MT, Nassel A, Semple H, Magid DJ, Sayre M, Keseg D, Haukoos JS, Warden CR, Columbus Study Group. Identifying high-risk geographic areas for cardiac arrest using three methods for cluster analysis. *Acad Emerg Med*. 19(2):139-46 (2012).
- Govindarajan P, Lin L, Landman A, McMullan JT, McNally BF, Crouch AJ, Sasson C. Practice variability among the EMS systems participating in Cardiac Arrest Registry to Enhance Survival (CARES). *Resuscitation*. 83(1):76-80 (2012).
- McNally B, Robb R, Mehta M, Vellano K, Valderrama AL, Yoon PW, Sasson C, Crouch A, Perez AB, Merritt R, Kellermann A. Out-of-Hospital Cardiac Arrest Surveillance --- Cardiac Arrest Registry to Enhance Survival (CARES), United States, October 1, 2005-December 31, 2010. *MMWR Surveill Summ*. 60(8):1-19 (2011).
- Sasson C, Keirns CC, Smith DM, Sayre MR, Macy ML, Meurer WJ, McNally BF, Kellermann AL, Iwashyna TJ. Examining the contextual effects of neighborhood on out-of-hospital cardiac arrest and the provision of bystander cardiopulmonary resuscitation. *Resuscitation*. 82(6):674-9 (2011).
- McNally B, Crouch A, Perez A, Mehta M, Robb R, Vellano K, Kellermann A, Sasson C. CARES: The Cardiac Arrest Registry to Enhance Survival. System Attributes of an Out-of-Hospital Cardiac Arrest Surveillance Registry. An article in the 2011 Joint Commission monograph: *Sudden Cardiac Arrest: Meeting the Challenge* (2011).
- Sasson C, Keirns CC, Smith D, Sayre M, Macy M, Meurer W, McNally BF, Kellermann AL, Iwashyna TJ, CARES Study Group. Small area variations in out-of-hospital cardiac arrest: does the neighborhood matter? *Ann Intern Med*. 153(1):19-22 (2010).
- McNally B, Stokes A, Crouch A, Kellermann AL, CARES Surveillance Group. CARES: Cardiac Arrest Registry to Enhance Survival. *Ann Emerg Med*. 54(5):674-683 (2009).
- Sasson C, Hegg AJ, Macy M, Park A, Kellermann A, McNally B, CARES Surveillance Group. Prehospital termination of resuscitation in cases of refractory out-of-hospital cardiac arrest. *JAMA*. 300(12):1432-8 (2008).

**Leon County  
Board of County Commissioners**

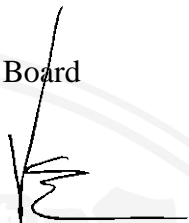
**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Adoption of Proposed Revised Policy No. 05-2, "Leon County Ride-Share Program"

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Adopt the proposed revised Policy No. 05-2, "Leon County Ride-Share Program" (Attachment #1).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's approval to revise Policy No. 05-2, "Leon County Ride-Share Program" to include those 17 years of age with parental consent. The Policy currently limits Emergency Medical Services (EMS) ride-share participation to those individuals who are no less than 18 years of age. The revision to the Policy was recommended by the Leon County School's high schools participating in the Leon Works Junior Apprenticeship Program in order to increase eligibility for Junior Apprenticeship positions with Leon County EMS.

The revised policy is essential to the following FY2017-2021 Strategic Initiatives that the Board approved at the January 24, 2017 meeting:

- Continue to pursue opportunities for workforce development, including:
  - (EC2) Based upon the projected unmet local market for middle skill jobs, continue to host Leon Works Exposition in collaboration with community and regional partners and launch Leon County's Junior Apprenticeship Program. (2016-4A)
  - (EC2) Work with partners, such as The Kearney Center and Leon County Schools, to increase access to training programs, apprenticeships, and other programs promoting middle-skilled jobs. (2016-4B)

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

- (EC2) - Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.

### **Analysis:**

The purpose of the Policy is to "provide quality educational and informational opportunities to the public, so that a better understanding of the emergency medical services being provided by the County will be afforded to the citizens of Leon County." The Policy also outlines the guidelines for the County's Ride-Share Program, including the following applicant criteria:

- Be at least 18 years of age. A copy of the applicant's Drivers License is required.
- Have an interest in Emergency Medical Services as a job related educational opportunity.
- Have an interest in Emergency Medical Services as a decision maker (i.e. elected official, board member, leadership participant, taxpayer, etc.)
- Have successfully passed a criminal background check.
- Have agreed to comply with all of the provisions of this policy.

The proposed revised Policy amends these criteria to include those 17 years of age with parental consent and accordingly provides for all necessary revisions to the forms required for participation in the Program. If approved, those participants who are 17 years of age must follow same requirements as those participants 18 years of age or older, plus have parental consent to participate in the Leon County Ride-Share Program.

This change to the Policy is consistent with the Board's Leon Works Junior Apprenticeship policy and was recommended by participating Leon County School's high schools in order to increase eligibility for Junior Apprenticeship positions with Leon County EMS.

**Options:**

1. Adopt the proposed revised Policy No. 05 – 2 "Leon County Ride-Share Program" (Attachment #1).
2. Do not adopt the proposed revised Policy No. 05 – 2 "Leon County Ride-Share Program."
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Proposed Revised Policy



17.01

Board of County Commissioners  
Leon County, Florida

**Policy No. 05 - 2**

Title: Leon County Ride-Share Program

Date Adopted: February 7, 2017

Effective Date: February 7, 2017

Reference: N/A

Policy Superseded: Policy No. 05-2, "Leon County Ride-Share Program," adopted April 12, 2005.

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 05-2, "Leon County Ride-Share Program," adopted by the Leon County Board of County Commissioners on April 12, 2005, is hereby amended and a revised policy is hereby adopted in its place, to wit:

I. POLICY STATEMENT:

The Intent of this policy is to provide quality educational and informational opportunities to the public, so that a better understanding of the emergency medical services being provided by the County will be afforded to the citizens of Leon County. Furthermore, in an effort to promote community-based support, strengthen interagency cooperation, and foster a solid recruiting base, Leon County may at the discretion of the County Administrator, or his designee, administer a Ride-Share Program. Any such program shall strictly adhere to the applicable procedures listed below. Procedures may change from time to time to accommodate availability, security, privacy, and liability concerns. Nothing herein shall create or grant any right unto any person to participate in this Program.

II. PROCEDURES:

A. Definitions:

1. **Ride-Share Observer:** shall mean any applicant for the program other than an employee, student intern, or approved professional who has met all the requirements and criteria under this Policy and been approved for participation by the County.
2. **EMS:** shall mean Leon County Emergency Medical Services Division.

- B. Applicant Criteria: Candidates for the program shall at a minimum meet the following criteria:
1. Be at least 18 years of age, or 17 years of age upon written consent of the candidate's parent or guardian. A copy of the applicant's Drivers License and consent, if applicable, is required.
  2. Have an interest in Emergency Medical Services as a job related educational opportunity.
  3. Have an interest in Emergency Medical Services as a decision maker (i.e. elected official, board member, leadership participant, taxpayer, etc.)
  4. Have successfully passed a criminal background check.
  5. Have agreed to comply with all of the provisions of this policy.
- C. Program Requirements:
1. At no time shall a Ride-Share Observer in the Ride-Share Program be allowed to participate in patient care or treatment, nor drive any County vehicle regardless of medical certification. The Ride-Share Observers are there strictly as observers and are not expected, obligated nor permitted to assist in patient care or treatment, under any circumstances.

III. SCHEDULING:

- A. Hours of Participation: Ride time is prohibited from the hours of 11:00 p.m. to 7:00 a.m.
- B. Coordination: All scheduling for the Ride-Share Program shall be coordinated through a designated official of EMS. It is the responsibility of EMS to ensure that all requirements of the Policy have been met prior to granting Ride-Share Assignments. In no case shall any EMS employee provide ride-share privileges to a Ride-Share Observer who does not present a "Ride-Share Assignment" upon reporting for such an assignment (see "Ride-Share Assignment" document entitled "Appendix D").

IV. ENROLLMENT:

All candidates for the Ride-Share Program shall be coordinated through a designated EMS official. This includes: enrollment paperwork, applicable required training, and scheduling.

V. REQUIRED FORMS:

- A. Liability Release: All Ride-Share Observers shall have a general release of liability in a form approved by the County Attorney, properly executed. The original shall be maintained on file by EMS. (See "Appendix A" for candidates who are at least 18 years of age. See "Appendix A-1" for candidates who are 17 years of age.)
- B. Participant Requirements Form: All Ride-Share Observers shall complete a participant requirements form. The original shall be maintained on file by EMS and a copy shall be provided to the candidate. (See "Appendix B")

- C. Proof of HIPAA Training: All Ride-Share Observers shall have proof of HIPAA compliance training, maintained on-file by EMS.
- D. Patient Confidentiality Statement: All Ride-Share Observers shall have an original signed copy of the most recent LCEMS/ Patient Confidentiality statement properly executed.
- E. Copy of Drivers License: All Ride-Share Observers shall provide proof of age by submitting a copy of a driver's license or other valid ID card which shows proof of age.
- F. Ride-Share Badge: All Ride-Share Observers shall be issued a temporary "OBSERVER" badge to be worn at all times while participating in the Ride-share program. All badges should be accounted for at the end of each shift.

VI. TRAINING REQUIREMENTS:

All Ride-Share Observers shall complete a HIPAA training session provided by and/or approved by the EMS Privacy Officer. Other training requirements may be necessary and will be scheduled accordingly at the discretion of the EMS Privacy Officer.

**“APPENDIX A”**

**WAIVER AND GENERAL RELEASE OF LIABILITY**

Whereas, Leon County, Florida, provides the community with Emergency Medical Services thereby responding to emergency situations, I, the undersigned, wish to accompany Leon County EMS units and/or personnel on ambulance calls and do voluntarily undertake said participation as set forth below.

In consideration of my being permitted to ride with Leon County Emergency Medical Services, I

---

Print Full Legal Name

---

Street Address	City	State	Zip
----------------	------	-------	-----

voluntarily and knowingly execute this Waiver and General Release of Liability with the express intention of releasing Leon County, it’s officers, officials, agents, and employees from and against all liabilities, claims, actions, damages, losses, or expenses arising out of or due to my participation in the LCEMS Ride-Share Program including, without limitation, injury, illness, or death which may be suffered before, during, or after such participation.

I hereby acknowledge that my riding with units and/or personnel of Leon County Emergency Medical Services is not in any manner to be construed as being employed by or a promise of employment by Leon County, nor does it create any agency relationship.

I hereby accept and assume all risks to myself involved in participating in the Leon County Ride-Share Program and fully assume all responsibility for any injury, damage, or claim of any nature whatsoever, that may result from such participation. Furthermore, the undersigned understands that this Waiver and General Release of Liability includes provisions for waiver of any claims based on negligent action or inaction of Leon County, its officers, officials, agents, and employees. The undersigned has elected to assume all such risks.

It is my intention that this Waiver and General Release of Liability shall be binding upon my spouse, heirs, legal representatives and assigns and that its coverage extends to my heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, This \_\_\_\_\_ day of \_\_\_\_\_ A.D., 200\_\_

Signed, Sealed and Delivered  
in the presence of:

Participant’s Signature	Date

Witness	Date
---------	------

State of Florida:  
County of Leon:

The foregoing document was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, who personally appeared before me and acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Personally Known to Me \_\_\_\_\_

Produced as Identification \_\_\_\_\_

Notary Public (SEAL)



**“APPENDIX A-1”**

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Date

State of Florida:

County of Leon:

The foregoing document was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared  
before me and acknowledged that he/she signed the instrument voluntarily for the purpose  
expressed in it.

Personally Known to Me

Produced as Identification\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

## “APPENDIX B”

### PARTICIPANT REQUIREMENTS

Ride-Share Observer shall adhere to these requirements:

1. You may not provide any care and/or treatment to any patient of LCEMS at any time, regardless of any medical certifications that you may possess.
2. Do not attempt to assist in the handling of a patient as you may cause harm to yourself or the patient. Our crews are trained to move people safely and are covered by our insurance.
3. Stay with the crew, as it may be necessary to leave quickly. We do not want you to be left behind.
4. Wear your seat belt at all times when in a moving vehicle.
5. Listen to and follow the instructions of the crew. Keeping things simple is always important, and never more critical than in emergency situations, as your life may depend upon your ability to quickly follow commands of those in charge.
6. Pictures, notes, tape recordings, etc. of any patient or scene is strictly prohibited without the express written permission of the County Administrator or his designee.
7. Smoking is prohibited.
8. All patient information is held strictly confidential and is protected under State and Federal Law and shall not be disclosed.
9. The designated EMS official or other authorized personnel must grant permission for each ride-share assignment.
10. Confirm the start time and location of the shift you are to ride. No ride-share is permitted before 07:00 a.m. or after 11:00 p.m.
11. You are to act professionally at all times you are riding. You are to wear appropriate attire; dark navy or black trousers (no shorts), dark colored shoes (no high heels, sandals, or open toe shoes), dark colored belt, red shirt with a collar (no tee shirts).
12. You are required to wear a LCEMS Observer Badge at all times.
13. Weapons of any type are strictly prohibited.
14. You should understand that as an observer you may be subpoenaed to appear in court for anything you might witness while riding.
15. You are not permitted to drive any County vehicle.
16. ALWAYS RESPECT THE PRIVACY OF THE PATIENT.

Please complete and sign the information below acknowledging your receipt, understanding, and agreement to comply with the aforementioned rules. Failure to abide by these rules or the directives given to you by any Leon County Emergency Medical Services personnel will result in immediate revocation of the permission for you to participate as an observer.

Please contact the EMS at (850) 606-2100 ~~488-0911~~ approximately one (1) week after submitting these forms to determine your approval and ride status. Please understand that we must prioritize our ride time for students, apprentices, and employees on their new hire orientation. These situations supercede all other requests for observation ride time availability.

Print Name: \_\_\_\_\_  
(Last) (First) (Middle)

Race/Sex: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age: \_\_\_\_\_

Driver's License Number

Home Address: \_\_\_\_\_ Home # ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## “APPENDIX C”

### RIDE-SHARE OBSERVER CHECKLIST

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Agency (If applicable): \_\_\_\_\_

#### Reason for request:

- Have an interest in Emergency Medical Services as a career (i.e. High School/College Student, career change, etc.)
- Have an interest in Emergency Medical Services as a job related educational opportunity
- Have an interest in Emergency Medical Services as a decision maker (i.e. elected official, Board member, Leadership participant, taxpayer, etc.)
- Have an interest in Emergency Medical Services due to their current status as a volunteer in the medical field (i.e. volunteer firefighter, etc.)

#### Requirements Checklist:

- Liability release: All Ride-Share Observers shall have on-file a release of liability form.
- Participant Requirements Form: Original kept on file and copy to candidate.
- Proof of HIPAA Training: All Ride-Share Observers shall have on-file proof of HIPAA Compliance Training.
- Patient Confidentiality Statement: All Ride-Share Observers shall have a signed copy of the most recent Patient Confidentiality Statement on-file with LCEMS.
- Proof of Age: All Ride-Share Observers shall provide proof of age via a driver's license or other approved ID card with a copy to remain on file with LCEMS.
  - Driver's License
  - Other: \_\_\_\_\_
- Successful completion of a criminal background check.



**“APPENDIX D”**

**RIDE-SHARE ASSIGNMENT**

This certifies that \_\_\_\_\_ has been approved for a ride-share through the LCEMS ride-share program for the following location, date, and time:

Assigned Station/Location: \_\_\_\_\_

Assigned Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Assigned Time: From \_\_\_\_ : \_\_\_\_  AM  PM To \_\_\_\_ : \_\_\_\_  AM  PM

Signature: \_\_\_\_\_  
EMS or Other Authorized Personnel

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**“APPENDIX E”**

**LEON COUNTY EMERGENCY MEDICAL SERVICES**  
**PATIENT CONFIDENTIALITY STATEMENT**  
**(Non-Employee)**

---

**Please mark appropriate Classification:**

**Student**                       **Ride-Share Observer**                       **Precept Program**

**Other (please specify):** \_\_\_\_\_

---

Given the nature of my assignment, I understand that it is legally required that I maintain the confidentiality of patient information that I observe in the course of the Ride-Share Program. EMS prohibits the release of any patient information to anyone outside the organization and discussions of Protected Health Information (PHI) within the organization are strictly limited. Acceptable uses of PHI within the organization include but are not limited to patient care, peer review, internal audits, quality assurance, and billing. I understand that EMS provides services to patients that are private and confidential and that I will respect and honor the privacy rights of LCEMS’s patients during and subsequent to my assignment. I understand that it is necessary, in the rendering of LCEMS services, that patient’s provide personal information and that such information may exist in a variety of forms such as electronic, oral, written, or photographic and that all such information is strictly confidential and protected by federal and state laws that prohibit its unauthorized use or disclosure for reasons other than for treatment, payment and healthcare operations.

I agree that I will comply with all confidentiality policies and procedures set forth by EMS. If at any time I knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the Privacy Officer of EMS immediately. In addition, I understand that a breach of patient confidentiality may result in civil or criminal charges and penalties against me.

I have read and understand this agreement and I will abide by all conditions set forth in this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Authorize the Submittal of a Corporation for National and Community Service Grant Application to Enhance Leon County's 9/11 Day of Remembrance and Service Activities

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Jeri Bush, Director, Volunteer Services Lamarr Kemp, Director, Housing Services

**Fiscal Impact:**

This item is associated with a 3 year grant from the Corporation for National and Community Service in the amount \$150,000 per year; or \$450,000 over a 3 year period. This grant requires an annual fund commitment of 25% or \$37,500 each year of in-kind services and/or a monetary match. Staff intends to utilize a combination of in-kind services and \$16,000 which is available in the FY17 budget and is contemplated annually for the Day of Remembrance and Service activities.

**Staff Recommendation:**

Option #1: Authorize staff to submit a grant application to the Corporation of National and Community Service (CNCS) to secure funding that would enhance Leon County's September 11th National Day of Remembrance and Service activities.

## **Report and Discussion**

### **Background:**

This item requests Board approval to submit a grant application to the Corporation for National and Community Service (CNCS) to secure funding that would enhance the Leon County 9/11 Day of Remembrance and Service activities. The maximum grant award is \$150,000 annually for a 3 year period; or \$450,000 over the life of the grant.

In 2009, Congress designated September 11 as a National Day of Remembrance and Service. In 2011, in support of the 10-year anniversary of the tragic attacks of 9/11, Leon County established the community's annual 9/11 Day of Remembrance and Service.

Traditionally, the 9/11 Day of Remembrance and Service has involved two events. The first event, held in August of each year, is designated as a day of service. Organized by staff, this event brings together community volunteers, nonprofit organizations, and County employees to enhance the appearance of a neighborhood through small scale rehabilitation and revitalization projects such as painting, landscaping, small repairs, and general cleanup. The second event is held very near or on September 11. During this time, the County hosts a formal ceremony recognizing the tragic events that occurred on September 11, 2001 to remind the community of the unity that was demonstrated by the nation following the terrorist attacks. As a part of the Day of Remembrance, military care packages are prepared by local school students for members of the U.S. armed forces serving overseas. Since its inception the Leon County 9/11 Day of Remembrance and Service has earned several national and local awards for community service and citizen engagement. Most notably, the programming earned a 2015 National Association of Counties Best in Category award for being an exemplary volunteer service project.

### **Analysis:**

In December 2016, CNCS announced the opportunity to apply for an FY 2017 Day of Remembrance and Service Grant. The purpose of the September 11<sup>th</sup> National Day of Remembrance and Service grant funding is two-fold: 1. To mobilize more Americans to engage in service activities that meet vital community needs; and, 2. To honor the sacrifice of those who lost their lives on September 11, 2001 and those who rose in service as a result of the tragedy. CNCS will fund up to \$150,000 for three years if continued funding is available. Day of Service grants will be awarded on a cost reimbursement basis.

CNCS will give priority to proposals that engage and support veterans and military families in September 11<sup>th</sup> National Day of Service Remembrance activities; and proposals that develop educational materials and/or curriculum that educate youth about service to honor September 11<sup>th</sup> National Day of Remembrance and Service. The grant is highly competitive; CNCS will award up to 15 grants and requires a 25% match of either monetary or in-kind contribution.

As part of the proposal the County would request up to \$150,000 each year for three years (a total of \$450,000) to enhance its Day of Remembrance and Service activities. Currently, the County budgets approximately \$16,000 for both the Day of Service and Day of Remembrance. County staff has worked with the Council of Neighborhoods Association (CONA) to identify neighborhoods located in the unincorporated area for the Day of Service revitalization through

basic home rehabilitation projects. As a part of the grant, the County would also partner with veteran service organizations to identify veteran and military families that may live in the identified neighborhood identified and need housing rehabilitation assistance that could be completed as a part of the Day of Service.

The grant would provide greater opportunities to address the needs of a selected neighborhood on the Day of Service, such as roof repairs, septic tank improvements, tree trimming and replacement of essential appliances (i.e. stoves, refrigerators, etc.). For the Day of Service, the grant funding would allow for the purchase of additional items to be included in the military care packages that will be sent to members of the U.S. armed forces serving overseas. As in prior years, Leon County will work with local schools to have students prepare the care packages, to serve as the programming that educates youth about service to honor September 11<sup>th</sup> National Day of Service and Remembrance. These enhanced activities will allow the County to engage more citizens and partners to participate in the September 11 National Day of Remembrance and Service.

As previously mentioned CNCS requires a 25% match which could be monetary or an in-kind contribution. The County match would be an in-kind contribution in the form of County staff time. Volunteer Services, Housing Services, Public Works, and Facilities Management Staff regularly participate in the Day of Service. Additionally, the proposal would identify the contribution of partners who have already expressed support of the County's intent to apply for the grant. The partners include Home Depot, Fuller Center for Housing, Ability 1st, Florida Veterans Foundation, and Holland & Knight.

The grant must be submitted by February 22, 2017 and anticipates award notification in May, 2017. This will allow staff adequate time to determine whether the County's Day of Remembrance and Service activities will be enhanced or remain at the current budgeted service level. However, notwithstanding the grant award decision, the partners have committed to participate in the activities. If awarded, the funds would be available for the September 11, 2017, Day of Remembrance and Service projects and activities.

Should the County be awarded the grant, an agenda item will be presented to the Board at a future meeting for approval and acceptance of the funds.

**Options:**

1. Authorize the submittal of a Corporation for Community and National Service (CNCS) Grant Application to enhance Leon County's 9/11 Day of Service and Remembrance.
2. Do not authorize the submittal of a Corporation for Community and National Service (CNCS) Grant Application to enhance Leon County's 9/11 Day of Service and Remembrance.
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

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of the Enabling Resolution Establishing the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee; Approval of Revisions to County Purchasing Policy No. 96-1; and Acceptance of Committee By-laws

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben H. Pingree, Director of Planning, Land Management & Community Enhancement Al Latimer, Director, Tallahassee – Leon County Office of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Darryl Jones, Deputy Director, MWSBE, OEV Shanea Wilks, Senior Coordinator, MWSBE, OEV

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:** (see next page)



**Staff Recommendation:**

- Option #1: Approve the Enabling Resolution establishing the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee and authorize the Chairman to execute (Attachment #1).
- Option #2: Approve the revisions to Section 16 (D) of Policy No. 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy (Attachment #2).
- Option #3: Accept the By-Laws of the newly created Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (Attachment #4).
- Option #4: Dissolve the current County MWSBE Committee by April 17, 2017 contingent upon the joint ratification of the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory and the appointment of new members.

## **Report and Discussion**

### **Background:**

This item seeks Board approval of an Enabling Resolution to establish the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (Tallahassee-Leon County MWSBE Committee under the Blueprint Intergovernmental Agency) and associated changes to the County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy (Attachments #1 & #2).

On May 16, 2016, the County and City Minority, Women, and Small Business Enterprise (MWSBE) and Disadvantage Business Enterprise (DBE) offices were consolidated and realigned under the Tallahassee-Leon County Office of Economic Vitality (OEV) with the goal of streamlining programmatic efficiencies for the certification process, contract monitoring, providing access to City/County procurement opportunities, and staff support for a Citizen Advisory Committee.

On September 12, 2016, the Blueprint Intergovernmental Agency (IA) approved consolidating the County and City Advisory Committees for the respective MWSBE Programs into one single committee for improved efficiency and support under the OEV's Tallahassee-Leon County MWSBE Division (Attachment #3). The Advisory Committees will become one eleven-member body with appointees serving two-year terms based on the following make-up:

- Four members appointed by the City Commission
- Four members appointed by the County Commission
- One member appointed by the Big Bend Minority Chamber of Commerce
- One member appointed by the Capital City Chamber of Commerce; and,
- One member appointed by the Greater Tallahassee Chamber of Commerce

The County and City Commissions are to follow their respective policies and processes for Advisory Boards and Committees in making appointments to this joint advisory committee. Modification of current County and City policies relative to the former MWSBE Advisory Committees is also necessary for implementation of the new committee structure. Of the four appointments to be made by the Board of County Commissioners (as well as the City Commission), one of the appointees must be either an architect, engineer or general contractor. The current members will be made aware of the new joint committee and will be invited to apply. The former Committee will be dissolved April 17, 2017 and the new committee will be in place.

**Analysis:**

The County's existing Minority, Women, and Small Business Enterprise (County MWSBE) Citizen Advisory Committee, has been charged with monitoring the progress of the County's MWSBE Program relative to the goals established by the Board. This citizen committee was responsible for reviewing and recommending policy alternatives and recommendations relative to certification appeals. Each County Commissioner made an appointment to the Committee for a total of seven members. Committee terms were for a two year period with reappointments limited to three consecutive terms. If a vacancy occurred, the new appointment filled the remainder of that term.

The charge of the proposed Tallahassee-Leon County MWSBE Citizen Advisory Committee will remain consistent with the existing County committee and will be responsible for reviewing and recommending policy alternatives, as well as providing programmatic recommendations relative to certification appeals and Good Faith Efforts. The joint Committee will be comprised of eleven members serving two-year terms with vacancies being filled for the remainder of a term. Based upon the Blueprint Intergovernmental Agency's (IA) direction, staff recommends an update and policy revision to County Policy No. 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy (Attachment #2).

On February 22, 2017, the City Commission will also consider approval of the attached Enabling Resolution and revision to its Minority/Women/Small Business Enterprise Opportunity and Participation Policies and Procedures, specifically consolidating the County and City advisory committees into one joint committee for improved efficiency as directed by the IA. The City Commission will also consider acceptance of the By-Laws for the Tallahassee-Leon County Minority, Women and Small Business Citizen Advisory Committee. The IA will have final approval of the By-Laws for the new Committee.

Should both Commissions approve the proposed Enabling Resolution as presented, staff will immediately notify existing MWSBE Committee members regarding the dissolution of the current Committee and solicit their interest in serving on the new joint Tallahassee-Leon County MWSBE Citizen Advisory Committee; and contact the three chambers of commerce for their appointments; and the former Committee will be dissolved by April 17, 2017. Of the seven volunteers presently serving on the County's MWSBE Committee, four appointments are scheduled to expire on January 31, 2017 and three appointments are scheduled to expire on May 30, 2018, all of which would be eligible to serve on the joint Committee. An agenda item will be brought back to the Board to make four appointments to the new joint Committee.

**Options:**

1. Approve the Enabling Resolution establishing the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee and authorize the Chairman to execute (Attachment #1).
2. Approve the revisions to Section 16 (D) of Policy No. 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy (Attachment #2).
3. Accept the By-Laws of the newly created Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (Attachment #4).
4. Dissolve the current County MWSBE Committee by April 17, 2017 contingent upon the joint ratification of the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee and completion of appointments.
5. Board Direction.

**Recommendation:**

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

**Attachments:**

1. Enabling Resolution establishing the joint Tallahassee-Leon MWSBE Citizen Advisory Committee under the Office of Economic Vitality.
2. Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy.
3. September 12, 2016 Intergovernmental Agency Meeting Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality
4. By-Laws of the Tallahassee-Leon County MWSBE Citizen Advisory Committee.

**RESOLUTION NO. 17-\_\_\_\_\_**

**A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AND THE CITY OF TALLAHASSEE COMMISSION TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE TALLAHASSEE-LEON COUNTY MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE AND WHICH SHALL OPERATE AND FUNCTION AS AN ADVISORY COMMITTEE.**

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the “Board”), and the City of Tallahassee Commission (the “Commission”) recognizes and acknowledges the importance of public involvement and input in County and City governments; and

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the “Board”), and the City of Tallahassee Commission (the “Commission”) and the Blueprint Intergovernmental Agency (the “IA”) are creating a new consolidated MWSBE Committee; and

**WHEREAS**, in order for the Board and the Commission to consider the input of the public in the matter of minority, women, and small business enterprises, the Board and Commission wish to establish and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees” “Board Appointed Advisory Committees” and in accordance with City Commission Policy No. 110, Citizen Advisory Boards Guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY AND CITY COMMISSION OF TALLAHASSEE**, that:

1. The Board and the Commission hereby establish an advisory committee, to be

named the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (“the Committee”), for the purpose of monitoring the progress of the program relative to the goals established by the Board and the Commission.

2. Committee shall function and operate as an Advisory Committee in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees” and City Commission Policy No. 110, Citizen Advisory Guidelines.

3. Committee shall have as its goal to provide programmatic input and support to MWSBE staff.

4. The Committee shall be charged with the responsibility of giving input to the IA and the MWSBE Division of the Office of Economic Vitality in the PLACE Department as follows: reviewing and providing MWSBE policy alternatives, as well as providing programmatic recommendations relative to seeking resolution of disputes regarding Certification and Good Faith Effort.

5. The Committee shall have 11 members, who shall be residents of the City of Tallahassee or Leon County, to be appointed as follows:

- Four members appointed by the City Commission, one shall have expertise in the fields of Architecture, Construction or Engineering
- Four members appointed by the County Commission, one shall have expertise in the fields of Architecture, Construction or Engineering;
- One member appointed by the Big Bend Minority Chamber of Commerce;
- One member appointed by the Capital City Chamber of Commerce; and,
- One member appointed by the Greater Tallahassee Chamber of Commerce.

The terms of the Tallahassee-Leon MWSBE Citizen Advisory Committee shall be for

two (2) years with staggered initial terms. Initial terms shall be staggered as follows:

- a. Two members appointed by the City and two members appointed by the County to serve for an initial one-year term.
  - b. Two members appointed by the City and two members appointed by the County to serve for an initial two-year term.
  - c. Members appointed by the chambers of commerce to serve for an initial 2-year term.
6. After the initial appointments, all terms will be for two years, with no member serving more than three consecutive two-year terms.
  7. MWSBE staff will inform current Leon County MWSBE Citizen Advisory Committee members of vacancies available for the Tallahassee-Leon County MWSBE Citizen Advisory Committee.
  8. Leon County vacancies for the Tallahassee-Leon MWSBE Citizen Advisory Committee will be shared with the public.
  9. The members of the Committee shall not be subject to full and public disclosure of financial interests.
  10. The Committee shall be assisted by staff from the Tallahassee-Leon County Office of Economic Vitality's Minority, Women, and Small Business Enterprise Division.
  11. The Committee shall be dissolved only as follows: sunseting of the Minority, Women, and Small Business Enterprise Program or upon direction of the Intergovernmental Agency.
  12. MWSBE staff will inform former citizen members of the former committee of the opportunity to apply to the newly created Tallahassee-Leon County MWSBE Citizen Advisory

Committee. The former MBE and MWSBE Committees of the City and County will be dissolved upon approval of this Resolution and the appointments of the new Committee.

13. This Resolution shall become effective immediately upon its adoption.



**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017 and by the City Commission of the City of Tallahassee this \_\_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

ATTESTED BY:  
Gwendolyn Marshall, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

CITY OF TALLAHASSEE, FLORIDA

BY: \_\_\_\_\_  
Andrew Gillum  
Mayor

ATTESTED BY:

BY: \_\_\_\_\_  
James O. Cooke, IV  
City-Treasurer Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Lewis E. Shelley  
City Attorney

Attachment #2

~~Section 16 (D). MWSBE Citizens Advisory Committee—The Board of County Commissioners may establish a joint MWSBE Citizens Advisory Committee (Committee) and appoint persons to serve on the Committee at the pleasure of the Board. The principle purpose of the Committee is to monitor progress of the MWSBE Program toward achieving program performance goals established by the Board. The Committee may be requested to provide MWSBE policy alternatives and/or review, and make recommendations seeking resolution of disputes regarding Certification. The size and membership of the Committee and its responsibilities shall be determined by the Board. The Committee shall be chaired by a chairperson nominated and elected by the members of the Committee. A quorum of the membership shall be required to conduct any meeting of the Committee. All meetings shall be noticed, open to the public and minutes of any such meeting shall be recorded.~~

The Tallahassee-Leon County MWSBE Citizens Advisory Committee shall monitor the progress of the MWSBE Program toward achieving program performance goals established by the Board of County Commissioners. The Committee may be requested to review and provide MWSBE policy alternatives, as well as provide programmatic recommendations relative to seeking resolution of disputes regarding Certification and Good Faith Efforts. There are eleven members: four appointed by the County Commission, four appointed by the City Commission, and one nominated appointee each from the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and the Greater Tallahassee Chamber of Commerce. Members serve two-year terms with vacancies being filled for the remainder of a term; and, reappointments will be limited to three consecutive terms. The Committee shall be chaired by a Chairperson nominated and elected by the members of the Committee. A quorum of the membership shall be required to conduct any meeting of the Committee. All meetings shall be noticed, open to the public and minutes of any such meeting shall be recorded.

Tallahassee-Leon County Office of  
**ECONOMIC VITALITY**  
Grow. Innovate. Experience.

**ITEM #6**



**Agenda Item**

<b>SUBJECT/TITLE:</b> Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality	
<b>Date:</b> September 12, 2016	<b>Requested By:</b> Intergovernmental Agency
<b>Contact Person:</b> Benjamin H. Pingree	<b>Type of Item:</b> General Business

**STATEMENT OF ISSUE:**

This agenda item provides the Intergovernmental Agency (IA) a status report on the activities of the Tallahassee/Leon County Office of Economic Vitality operations since its establishment on March 1, 2016 including an overview of engagement opportunities, research and business analytics, MWSBE Division and programs, and the director recruitment process. In regards to the long-term strategic plan, VisionFirst Advisors will be presenting this item under a separate agenda cover.

**SUPPLEMENTAL INFORMATION:**

On February 29, 2016 the Intergovernmental Agency directed the County Administrator and City Manager to establish the Tallahassee/Leon County Office of Economic Vitality through a consolidation of the City and County economic development offices within the IA structure and under the Department of Planning, Land Management, and Community Enhancement (PLACE). In addition, the IA was designated as the economic development organization of record for Tallahassee and Leon County effective March 1, 2016. This new office was modeled in alignment with the proven Blueprint organizational structure whereby the City and County Commissions also recognized the need for investing in and cultivating the evolving economic landscape through a sales tax initiative. On November 4, 2014, 65% of voters approved a 20 year extension of the sales tax, which included a 12% (estimated at \$90.7 million) allocated for the implementation of economic development projects, programs, and initiatives. Finally, the IA approved the hiring of VisionFirst Advisors, LLC, for purposes of developing a long-term strategic economic development plan for the Tallahassee and Leon County area.

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. This operational consolidation was a unanimous decision of the MWSBE Programs Evaluation Citizen Committee and has since occurred.

### **Engagement and Operations**

The Office of Economic Vitality is able to fully leverage considerable technical and professional resources which previously resided within the County and City Economic Development and MWSBE Offices, respectively, the Planning Department, GIS, and Blueprint. The economic development ecosystem model being implemented by the OEV 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.

Over the next several months, staff will be engaged in several marketing opportunities for the Tallahassee-Leon County community. Staff is working with both 850 and Florida Trend magazines to showcase what makes Florida's Capital a great place for business growth and relocation in the January 2017 editions. The Florida Trend spotlight will reach over 250,000 readers, including 10,000 outside of Florida. Staff has also engaged local and social media over summer to inform on OEV efforts as well as to solicit responses for the economic development survey in support of the strategic plan.

#### *Business Engagement Opportunities*

Staff has worked diligently to maintain and improve the economic development scope of work, expand upon the collaborative relationships for the Tallahassee and Leon County business community, and ensure no disruption in the management of existing programs. Projects are referred to the economic development organization by the state's public/private partnership arm, Enterprise Florida, through a local partner, or by direct contact. Economic and workforce community partners were engaged in various levels of the processes to ensure that an accurate representation of resources were represented, in accordance with best practices toward increased productivity.

It is important to note that staff is actively engaging all private and public stakeholders; however it is anticipated that the strategic planning process, being led by VisionFirst Advisors, LLC, will also guide and inform development of a comprehensive engagement program of work for the Office of Economic Vitality that will encompass all the partners in the community's economic development ecosystem. In addition to responding to confidential requests for proposals, staff has engaged with two companies that short-listed Tallahassee-Leon County. Today, staff continues to work with one international company considering expansion in our area. Five local business expansion projects across multiple industry sectors have been assisted by OEV staff and other potential expansions have been identified through site visits to area businesses.

Additionally, staff has invested in connecting with local business owners through a site visit program. Since June, OEV has conducted outreach to 22 companies (separate from the outreach conducted in concert with VisionFirst Advisors). During the course of meeting with company leadership, staff have captured an incredible amount of insight about Tallahassee-Leon County's business infrastructure, company needs, and partnership potential. Each site visit and business outreach effort has provided an opportunity to discuss and offer the services provided by the OEV. To prevent loss of information, staff created an initial tracking system to chart the progress of each

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic  
Vitality  
Page 3 of 12

---

client relationship and/or project, and to maintain a shared database of company contacts. As more and more meetings took place, staff recognized the value of investing in a professional client management system that allowed for greater organization and collaboration, and would provide reporting capabilities for tracking staff outreach activity and project management.

#### Client Management System

During the course of business/partner engagement opportunities over the summer, staff identified the need implement a client relationship management system (CRM) tool to record interactions and support efforts to augment its data collection and visualization capacity. More and more, site selectors and principal executives are seeking information about how well community partners collaborate to achieve economic vitality in their region. To capture collaborative efforts and demonstrate Tallahassee-Leon County's commitment to providing business assistance, staff has contracted with Executive Pulse to monitor and track business development activity in Tallahassee-Leon County. Executive Pulse is a CRM tool developed for economic development organizations. It includes modules for business retention and expansion, business recruitment, and entrepreneurial activity. Each module allows users to track over time how each business evolves using metrics focused on workforce, sales, facility, and project activity. Staff is actively working with its partners to identify the metrics that capture growth at each stage of a business's life cycle – from start-up to expansion – and customizing the CRM to generate reports that will detail our community's progress toward greater economic vitality.

#### *Professional Opportunities*

Toward the overarching goal of achieving the highest levels of program performance and to ensure best practice service provision as a leading economic development organization, staff has undertaken several professional development opportunities to further their education and leadership within the profession. This includes participation in the University of Oklahoma's Economic Development Institute and at the Florida Economic Development Council Annual Conference, both of which add credits towards a professional's pursuit of a Certification in Economic Development (CEcD). The International Economic Development Council created the Accredited Economic Development Organization (AEDO) Program that recognizes the professional excellence of economic development entities in North America. In order for Tallahassee and Leon County to be considered for AEDO accreditation to showcase time-tested standards and methods within the profession, team members must be trained in the profession and earn this individual CEcD certification. There are approximately 1,110 Certified Economic Developers (CEcD) worldwide that represent the industry gold standard for excellence in the profession. These opportunities inform the strategy and program of work by the staff, making the Office of Economic Vitality a higher-performing organization and, ultimately, to become only the fourth reported EDO in Florida to achieve industry accreditation.

### *Policies and Procedures Manual*

Local economic development is increasingly regarded as a major local government responsibility. Although local governments play an important role in local economic development, other groups are also involved, including local Chambers of Commerce, private businesses, citizen advisory boards, and others. In addition, many economic development programs are carried out by other entities, including local business organizations, institutions of higher education, and public/private partnerships.

To guide the proper functioning of the Tallahassee-Leon County Office of Economic Vitality, a policies and procedures manual is being developed. The manual will serve as a means to ensure the organization is both effective and efficient, and a good steward of the resources entrusted to its care by the Intergovernmental Agency. The manual will include, as a minimum, sections for governance, personnel, administration, and operations, and specific policies addressing, as a minimum, topics such as:

- Bylaws, Procedures, and Policies;
- Staff Code of Ethics and Standard Conduct;
- Security and Use of Information Technology Resources, Including Email, Internet, and Software Programs;
- Intergovernmental Agency Meeting Schedule and Agenda Development Policy;
- Procurement Policy;
- Purchasing Card and Expenditure Reconciling Procedures; and

Upon approval of the Tallahassee-Leon County Office of Economic Vitality's strategic plan, as presented by VisionFirst Advisors, further policies and procedures will be identified, defined and presented to the IA for approval at the next meeting as incorporated seamlessly into the documents already under development.

### **Research & Business Analytics Division**

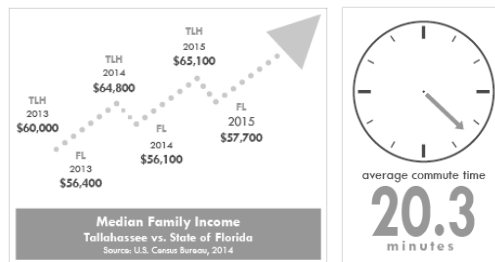
Research & Business Analytics, a division of the Office of Economic Vitality, monitors key economic metrics and current economic trends and conditions important to the local economy. The division is responsible for the production of the community Data Digest, the Major Ongoing & Proposed Developments Report, as well as other publications and specialized reports. The division maintains databases and online resources of economic and demographic data and coordinates joint research efforts with other City/County departments. Additionally, the division provides research support and technical assistance to other City/County staff requiring special expertise in demographics, economic analysis and GIS. The division also implements both quantitative and qualitative analyses for recruitment, retention and expansion activities.

### *Research Visualization*

Moving forward, this division will develop and implement additional data visualization techniques to quickly communicate relevant data and information clearly and effectively to policymakers, the economic development community and the public regarding the economic performance of our community. Pairing data with appealing and illuminating visuals is an effective way to present compelling information about the community.

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality  
Page 5 of 12

To that end, infographics have been added to the Data Center to give clear and concise depiction of Tallahassee-Leon County community. This new feature further complements the extensive information contained within the Data Digest, utilizing visual elements as a potent source of community information and will be at [www.OEVforbusiness.com/data-center/](http://www.OEVforbusiness.com/data-center/) on September 12. In partnership with Tallahassee-Leon County GIS, staff is awaiting the release of ESRI Insights for ArcGIS, which will provide a web-based ability for exploratory and interactive analysis using maps, charts and tables in an easy to use and intuitive format. Scheduled for release in early 2017, Insights will provide a clean interface for the analysis of data allowing the user to be able to find patterns in the data, gain situational awareness and explore what-if scenarios. Finally, staff has developed two interactive maps over the summer mapping major ongoing and proposed developments and industry maps showing the location of six major industries in Tallahassee-Leon County. These two new maps are discussed in further detail below.



Mapping of Major Ongoing & Proposed Developments

The Major Ongoing & Proposed Developments Report provides key insights and highlights of the major developments and construction in Tallahassee-Leon County. Previously, this report was developed by the Planning Department Research and was produced in excel format. Recently, staff launched a GIS Online Story Map to clearly illustrate all major ongoing and proposed developments in Tallahassee and Leon County with “major” defined as including 20+ residential units and/or 10,000 SF of non-residential space. The geneses of the projects are from City Growth Management and County Development Support & Environmental Management site plan agenda as well as Planned Unit Developments. To keep this report reflective of active developments, projects in the pre-application stage of review are normally included in this report for only one year after respective application review date while site plans (under review or approved) are included for up to three years. New public facilities that will have a significant impact on traffic patterns are also included. The data within the map is available for users for download into an excel format and The Major Ongoing & Proposed Developments Report is available at: [www.OEVforbusiness.com/data-center/major-developments/](http://www.OEVforbusiness.com/data-center/major-developments/)

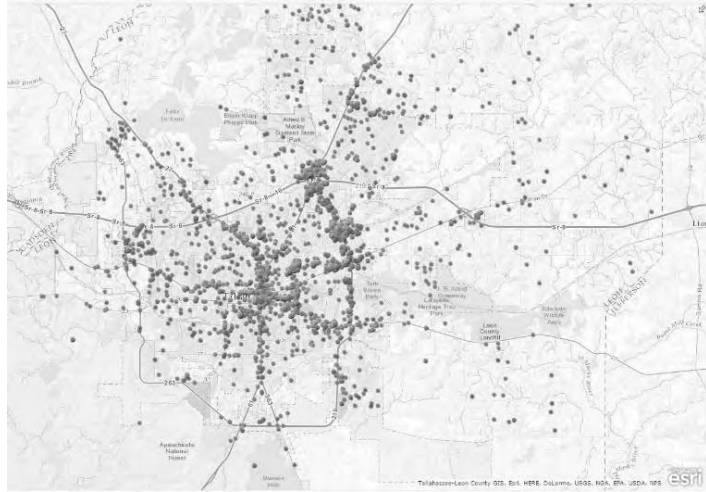


Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality  
Page 6 of 12

---

Mapping of Florida's Capital Industries

Tallahassee/Leon County's economy is characterized by a diverse mix of industries, combining the longstanding strength of well-established legacy sectors with growing leadership in new sectors that yield a diverse array of innovation and opportunities. Several industry clusters excel in the area benefitting from the skilled workforce, major research intuitions and innovative entrepreneurs. In partnership with Tallahassee-Leon County GIS, staff has produced a web mapping application to visually identify the locations of these key industry sector businesses in Tallahassee/Leon County. The Capital Industry Profile Map is available on the OEV website in the Data Center section and depicts the diverse economy and vitality that exists within several targeted industry sectors as identified by Enterprise Florida. These sections include: aviation and defense, life sciences, manufacturing, information technology, and finance and professional services. Staff has also added another sector, creative services and recreation, to demonstrate the strong and emerging creative economy within the community. Finally, staff developed another layer to the map that shows the location of innovation and research centers. The Capital Industry Profile Map can be found on [www.OEVforbusiness.com/data-center/capital-industry-map/](http://www.OEVforbusiness.com/data-center/capital-industry-map/).



It is important to note that the key industry sections highlighted in this map are based off Enterprise Florida's targeted industries and may change once an in-depth and methodical targeted industry cluster analysis has been completed for Tallahassee-Leon County. The last time a targeted industry analysis was performed was in 2004. Staff will also develop industry business briefs for each cluster that will be available for download on the website and used during conferences, familiarization tours, and general business development activities. Each printable document will provide a comprehensive analysis of the cluster and a snapshot of companies that serve the industry in the community.

*Moving Forward with Economic Data Intake*

Economic Modeling Specialists International (EMSI) software is a powerful web-based labor force analytics tool to help make data-driven decisions. EMSI Developer is used by hundreds of economic development organizations across the country, providing tools for strategic planning, business attraction, workforce/labor market analytics and overall long-term economic planning. The availability of skilled labor is the No. 1 factor in site selection decisions, according to *Area Development* magazine. EMSI Developer provides the labor force analytics tools to help focus and strengthen business attraction, retention and expansion efforts, monitor the health of local industry clusters for stronger business engagement and retention, and provides the labor market and economic insights to enhance the strategic plan. The Research & Business Analytics team has



completed the coursework required and achieved EMSI Certification, certifying their knowledge of EMSI data and methodology.

In addition, beginning in the first quarter 2017, staff will begin participating in the Council for Community and Economic Research (C2ER) Cost of Living Index. Produced quarterly since 1980, the quarterly Cost of Living Index provides a useful and reasonably accurate way to compare cost of living differences between urban areas weighted by different categories of consumer expenditures. This research tool will allow staff to make accurate and reliable cost of living comparisons between Tallahassee/Leon County and any of the nearly 300 other participating cities and counties across the United States. This will allow for an apples to apples comparison of the living cost of our community to others across the country. As stated previously, data is driving a large percentage of decision-making in economic development and OEV is working to ensure that new data resources and reports concisely present the necessary information clearly and concisely.

Finally, staff is collaborating with Domi Station and the International Economic Development Council to identify the metrics necessary for monitoring entrepreneurial activity in Tallahassee/Leon County. Capturing and analyzing this information will help staff respond to entrepreneurial needs and identify important trends in the local entrepreneurial landscape.

#### **Minority Women Small Business Enterprise Division**

On May 16, 2016, the County and City MWSBE Programs were consolidated under the Office of Economic Vitality with the goal of streamlining programmatic efficiencies for the certification process, contract monitoring and providing access to City/County procurement opportunities. Currently, MWSBE staff consists of one deputy director and two coordinator positions with all personnel and operating costs to be split 50/50 between the City and County. Staff has been focused upon reviewing the City and County policies, office procedures, and technical resources to optimize the functions associated with vendor certification, MWSBE contractual participation and monitoring, as well as developing strategies for cross training and efficiency improvements to daily operations.

#### *Programmatic Efficiencies*

As mentioned previously, while the City and County MWSBE offices have been consolidated into one division with the Office of Economic Vitality, each entity's MWSBE programs are being administered separately until the completion of the disparity study which will include a recommendation on a uniform policies and procedures for the City, County, and Blueprint. However, staff has been working diligently to identify procedures that can streamline and improve daily office procedures. To that end, staff has modified and updated the MWSBE Certification and Recertification Applications to allow for one application to be submitted for certification or recertification within the MWBE or SBE programs, available both electronically and in paper format. In addition, a reduction in file space will be realized with the maintenance of a singular set of certification files, which has eliminated the necessity of duplicated information resulting in the reduction of paper usage. It should be noted that once the disparity study is completed and a set of uniformed policies are in place, staff will revise the certification applications to reflect the newly adopted policies. Staff has also received positive comments relative to the ease of access to staff given the new downtown location.

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality  
Page 8 of 12

---

In order to continue to strive to meet performance goals and standards of both the City and County, staff has reviewed the previous set of benchmark data that was tracked by both MWSBE offices. The following performance goals will be monitored by the Division and updated once the disparity study is concluded and a uniform set of policies and procedures is identified:

- Percentage of MWBE utilization annually
- Percentage of MWSBE Analysis statements reviewed within 4 business days of the bid or request for proposal closing 95% of the time
- Percentage increase of certified MWSBE vendors
- Percentage of Pre-solicitation Meetings attended to determine MWSBE utilization

*Contract Compliance Monitoring*

The B2Gnow Contract Compliance Monitoring System was implemented for County staff for the purpose of tracking certified MWSBE certifications and expenditures. B2Gnow also has the capability to provide contractual monitoring and reporting of MWBE, non-MWBE, and Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (DBE/ACDBE) participation within contracts.

Due to the consolidation of the City and County offices, staff has established a B2Gnow Integration and Implementation Work Group, consisting of OEV-MWSBE/DBE, Procurement, Information Technology, Finance, Budget, DBE, ACDBE, and Blueprint staff from the City of Tallahassee and Leon County respectively. The focus of the group is to identify City and County organizational needs that can be accommodated through the anticipated expansion of the B2Gnow Contract Compliance Monitoring System. Workgroup discussions have included the integration of City data that will allow for individual organizational and comprehensive contractual monitoring and reporting of MWBE, DBE, and ACDBE programmatic activity for the City, County, and Blueprint, as applicable. In addition, the workgroup has identified the need for conducting an internal gap analysis with City staff; and, the necessity of obtaining B2Gnow feedback and recommendations relative to the gap analysis, system expansion as well as functionality needs. The end result will be a system which not only meets current needs; but, also addresses future needs based upon the IA's approved recommendations resulting from the pending MWSBE Disparity Study.

*MWSWBE Advisory Committees*

Based upon the approved realignment of the City and County's MWSBE/DBE programs under the Office of Economic Vitality, staff is recommending the MWSBE Program Advisory Committees be consolidated for improved efficiency and support to the consolidated MWSBE Division.

Currently, Leon County's Citizen Advisory Committee for the County's Minority, Women, and Small Business Enterprise (MWSBE) Division monitored the progress of the program relative to the goals established by the Board. This citizen committee is responsible for reviewing and recommending policy alternatives and to provide recommendations relative to certification appeals. Each County Commissioner makes an appointment to the Committee for a total of seven members. Committee terms are for a two year period with four appointments expiring on January 31 and three appointments expiring on May 30, with reappointments limited to three consecutive

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic  
Vitality  
Page 9 of 12

---

terms. If a vacancy occurs, the new appointment fills out the remainder of that term. The City's Minority Business Enterprise Advisory Committee for the City's former MBE Office, advises the City Commission of programmatic issues and provides recommendations relative to the daily operations, policy development, and certification appeal hearings. Currently, the Mayor appoints nine members to the Committee. Committee terms are for a three year period, with reappointments being limited to the second term. Current, Committee memberships for both the County and the City can be found in Attachment #1.

The proposed consolidated committee's responsibility will remain consistent with the previous committees and will be responsible for reviewing and recommending policy alternatives and to provide recommendations relative to certification appeals. In addition, staff is recommending that a consolidated MWSBE Advisory Committee be comprised of 11 members for a two year terms with vacancies being filled for the remainder of the term; and, reappointments will be limited to two consecutive terms. It is recommended that the make-up of the Committee be as follows:

- Four appointees from the City Commission;
- Four appointees from the County Commission;
- One appointee from the Big Bend Minority Chamber of Commerce;
- One appointee from the Capital City Chamber of Commerce; and,
- One appointee from the Greater Tallahassee Chamber of Commerce.

Lastly, staff is requesting that the Intergovernmental Agency (IA) direct staff to place on each Commission's agenda the modification of current policy relative to the former MWSBE Advisory Committees for each jurisdiction respectively to reflect staff's recommendation. The appointment process for the each Commission's appointments will follow the process for that entity's advisory Boards and Committees.

*Disparity Study Request for Proposals*

In addition, staff is working with the City Purchasing Department and the City Attorney to issue the Request for Proposal (RFP) for a disparity study in accordance with the purchasing procedures for the Intergovernmental Agency. Funding for the disparity study has been allocated by the County (\$250,000) and City (\$300,000) as part of the FY 2016 budget. By collaborating in a joint County/City disparity study there could be a potential cost savings; however, the inclusion of anecdotal analysis and other items to be included in the scope of work may result in additional costs to the study. The scope of work includes the following:

- Anecdotal analysis of the MWSBE Program, which is designed to explain and interpret statistical findings. Courts have ruled that the combination of disparity study findings and anecdotal evidence provides the best evidence demonstrating the existence of historical discriminatory practices, if any.
- 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. Modifications to existing certification thresholds and size standards, if necessary.
- Define measurable goals and benchmarks.
- Examine methods to ensure contract compliance, monitoring and enforcement.

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic  
Vitality  
Page 10 of 12

---

- Develop a uniform MWSBE policy for the County and City, which includes an evaluation policy for applying the MWBE targets to awarding projects.
- Review and update the City's DBE Plan
- Expenditure analysis for all County, City, and all other related agencies (i.e. CRA, CDA, and Blueprint).
- Consideration to allow MBE or WBE primes to count self-performed work to meet the aspirational targets for the applicable category.
- Develop a Mentor-Protégé Program for certified MWSBE vendors.
- 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 MWBEs as SBEs, when eligible.

The RFP is currently in legal review and will be released in mid-September with proposals due at the end of October. The RFP will be available for 30 days with a mandatory pre-bid meeting. Staff will then evaluate the responses and present it for approval.

### **Upcoming Events**

In order to continue to leverage ideas, innovations, and intellectual capital, OEV staff is assisting with the coordination of several events over the next few months such as Minority Enterprise Development Week, Leon Works and E-month. More information on each of these events is detailed below.

#### *Minority Enterprise Development Week*

The MWSBE Division is assisting with the coordination of the Big Bend Minority Development Enterprise (MED) Week, which will be celebrating this 24th annual recognition week from October 3 – 6, 2016. The theme for this year's event is "Minority Supplier Development: Investing in the Future" and will focus on outstanding achievements and contributions made by small and minority businesses. The MED Week Committee is comprised of members from non-profit organizations, state and local government agencies, educational institutions and minority business owners and is ultimately responsible for a strong commitment in supporting opportunities for minority women and small businesses with MWSBE spearheading the coordination of the week-long celebration. The event also offers workshop sessions to assist business owners with tools to improve their practices. The event will culminate with a Business Awards luncheon to honor the Reggie Rolle Economic Development Champion of the Year, an award presented to those that demonstrate excellence in professional, economic and community development.

#### *Leon Works 2016*

The Leon Works Expo will be hosted on Thursday, October 20, 2016 at Lively Technical Center. This Expo will host more than 300 high school students and scores of other job seekers interested in finding new opportunities in the skilled workforce. All attendees at the Expo will be seeking more information on certifications, apprenticeships, and educational opportunities. The morning session will be exclusively for high schools students preparing to enter the workforce as they look to make connections with employers and academic institutions for opportunities in skilled careers. This session begins at 8:30 a.m. and ends at 12:30 p.m. The afternoon session is open to anyone in the community actively looking for new career opportunities. Free headshots, interview

preparations, and workshops on professionalism will be available for all attendees. This session begins at 1:00 p.m. and ends at 3:00 p.m.

#### *E-Month 2016*

Building off of last year's success highlighting entrepreneurship in Tallahassee-Leon County, the Office of Economic Vitality will spearhead the 2016 E-Month effort. E-Month brings together community members to celebrate the local entrepreneurial ecosystem with a series of events focused on launching, growing, and assisting entrepreneurs and start-up companies. Representatives across public, private, business, and educational sectors will meet to coordinate and promote a slate of events for November, designated E-Month. Staff is currently engaging all stakeholders in the preparation of activities celebrating the entrepreneurial spirit of our community. A full calendar of events will be provided for cross promotional opportunities.

#### **Director Recruitment Process**

In July 2016, the Office of Economic Vitality entered into an agreement with VisionFirst Advisors to conduct a search for the Director position. In addition, the position was re-advertised through City and County Human Resources and was distributed broadly across the nation through professional connections to the International Economic Development Council (IEDC), Florida Economic Development Council (FEDC), and Southeastern Economic Development Council (SEDC). At the time of writing this item, four candidates have been identified by VisionFirst Advisors and were vetted by staff, with one candidate emerging and brought before a nine panelist interview committee on September 1. A detailed update on the Director's recruitment process will be presented orally to the IA during the September 12, 2016 meeting.

#### **CONCLUSION:**

As discussed throughout this item, the Tallahassee/Leon County Office of Economic Vitality is working diligently to create a one-stop-shop for the community's economic development needs. As directed by the IA, these efforts include the development of the first-ever strategic plan to guide our community's economic development efforts and objectively evaluate our progress over time toward goal achievement. The new office also provides an enhanced level of service for cross departmental coordination for collection and utilization of data, implementation of projects and initiatives throughout the planning, land management and economic development spectrum, which is all conducted in an open, inclusive and transparent manner.

#### **OPTIONS:**

- Option 1: Accept the Tallahassee/Leon County Office of Economic Vitality Status Report.
- Option 2: Direct staff to place on each Commission's agenda the modification of current policy relative to the former MWSBE Advisory Committees with the responsibility for reviewing and recommending policy alternatives as well as provide recommendations relative to certification appeals. The consolidated committee will comprise of the following:
- Four appointees from the City Commission;
  - Four appointees from the County Commission;
  - One appointee from the Big Bend Minority Chamber of Commerce;

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Status Report on the Operations of the Tallahassee/Leon County Office of Economic  
Vitality  
Page 12 of 12

---

- One appointee from the Capital City Chamber of Commerce;
- One appointee from the Greater Tallahassee Chamber of Commerce.

Option 3: Do not accept the Tallahassee/Leon County Office of Economic Vitality Status Report.

Option 4: Intergovernmental Agency Direction.

**RECOMMENDATION:**

Options #1 and #2

**ATTACHMENT:**

Attachment #1: City and County MWSBE Advisory Committee Current Appointments

<b>LEON COUNTY MWSBE ADVISORY COMMITTEE</b>		
<b><u>Member Name</u></b>	<b><u>Appointed By</u></b>	<b><u>Jurisdiction</u></b>
Christi Hale	Commissioner Dailey	Leon County
Joanie Trotman	Commissioner Desloge	Leon County
Jacina Haston	Commissioner Dozier	Leon County
Michelle Wyrick	Commissioner Lindley	Leon County
Ted Parker	Commissioner Maddox	Leon County
Paula Duncan	Commissioner Proctor	Leon County
Barbara Westcott	Commissioner Sauls	Leon County
<b>CITY OF TALLAHASSEE MWSBE ADVISORY COMMITTEE</b>		
<b><u>Member Name</u></b>	<b><u>Appointed By</u></b>	<b><u>Jurisdiction</u></b>
LaRoderick McQueen	Mayor Gillum	City of Tallahassee
Frank Williams	Mayor Gillum	City of Tallahassee
Ruth Robert	Mayor Gillum	City of Tallahassee
Tony Shah	Mayor Gillum	City of Tallahassee
Carol Rippee	Mayor Gillum	City of Tallahassee
Brian Sealey	Mayor Gillum	City of Tallahassee
George Johnson	Mayor Gillum	City of Tallahassee
Vacant	Mayor Gillum	City of Tallahassee
Vacant	Mayor Gillum	City of Tallahassee

**BY-LAWS OF TALLAHASSEE-LEON COUNTY  
MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE (MWSBE)  
CITIZEN ADVISORY COMMITTEE**

**ARTICLE I - NAME AND AUTHORIZATION**

**A. NAME**

The name of the committee shall be the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee, herein after referred to as the "Committee".

**B. AUTHORIZATION**

The Committee exists by authority of the Tallahassee City Commission and the Leon County Board of County Commissioners and the Blueprint Intergovernmental Agency, and may be modified or dissolved by action of the Blueprint Intergovernmental Agency.

**ARTICLE II - PURPOSE AND FUNCTION**

**A. PURPOSE**

The Committee is established to provide for citizen comments and views on the Office of Economic Vitality's Minority, Women, and Small Business Enterprise Division, and to serve in an advisory capacity to the MWSBE Division on matters related to the Minority, Women, and Small Business Enterprise Program.

**B. FUNCTION**

The functions to be performed by the Committee shall be:

1. Advise the Blueprint Intergovernmental Agency on matters concerning to the Minority Business Enterprise Program.
2. Monitor the overall progress of MWSBE Program activities.
3. Review and comment on amendment(s) to the MWSBE Program that require approval by the Blueprint Intergovernmental Agency.
4. Carry out other tasks as requested by the Blueprint Intergovernmental Agency.
5. Conduct hearings in review of denial of certification requests and good faith effort hearings, as the final step in the appeal process.
6. Recommend policy alternatives.

**ARTICLE III - MEMBERSHIP**

**A. MEMBERS**

The Committee shall be comprised of eleven (11) members, four members (4) appointed by the City Commission, four (4) members appointed by Board of County Commissioners and one (1) member representing each of the following: Chambers of Commerce—Big Bend Minority Chamber of Commerce; Capital City Chamber of Commerce; and, the Greater Tallahassee Chamber of



Commerce, with each member having full voting membership. Of the four (4) appointments made by both the Tallahassee City Commission and the Leon County Board of County Commissioners, one (1) vacancy must be filled with an individual with an architectural, engineering and/or construction background. The eleven (11) members shall be appointed on an at-large basis to provide representation of interested and affected individuals from throughout the City of Tallahassee and Leon County. Members will be selected without regard to race, creed, national origin, age, sex or the presence of a disability. The Committee Should reflect the deomographic representation of the community whenever possible.

## **B. ELIGIBILITY**

1. Members of the Committee shall be residents of the City of Tallahassee or Leon County or Leon County and have business and/or management experience within the City of Tallahassee or Leon County's local market area. One (1) appointment of the four shall have expertise in the fields of Architecture, Construction and/or Engineering.

## **C. APPOINTMENTS**

1. Members shall be appointed for a two-year term. Members shall not serve more than three full consecutive terms. Vacancies are filled for the remainder of the unexpired term.
2. It is the responsibility of the MWSBE Division to ensure an appointment is recommended to the respective Commission immediately upon notification of a vacancy.

## **D. VACANCIES**

1. A member's position shall become vacant when:
  - a. a member is absent from 33% percent of the regularly scheduled meetings in a given calendar year, regardless if such absence is excused or unexpected. All absences will be duly recorded in the meeting minutes. Absences from emergency or special called meetings will not be utilized against a member in calculating the percent of absences. Special exceptions on the removal of members for absences may be made by the Chairperson of the Committee when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the Committee to maintain a quorum, or
  - b. when a member no longer meets eligibility requirements, or
  - c. when a member's term expires, or
  - d. when a member resigns.
2. The MWSBE Division's staff shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the City, County or Chamber of Commerce, as the case may be.
3. Should a resignation be submitted, staff will immediately notify the Chair.

## **ARTICLE IV - ORGANIZATION**

### **A. OFFICERS**

1. The Committee shall elect from its members Officers, consisting of a Chair and Vice-Chair.

2. Officers shall be elected for a term of one (1) year at the October meeting and shall assume office beginning immediately following the October meeting.

## **B. QUORUM**

A majority of the Committee shall constitute a quorum to hold a meeting or take any action.

## **C. VOTING RIGHTS**

Each member shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. Members shall only abstain from a vote when there is a valid conflict of interest addressed to the Committee.

## **ARTICLE V - OFFICERS AND DUTIES**

### **A. CHAIR**

1. The Chair shall appoint chairpersons to subcommittees, as required by the Advisory Committee.
2. It is the Chair's responsibility to ensure compliance with the By-laws. The Chair will notify members of removal from the Committee for noncompliance. Specific questions of conflict of interest will be addressed by the City Attorney or designee.
3. The Chair may approve special exception on the removal of members for absences at regularly scheduled meetings when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the Committee to maintain a quorum.

### **B. VICE-CHAIR**

The Vice-Chair shall perform the duties of the Chair in the absence of the Chair.

### **C. REMOVAL**

When an officer has been absent or has not performed the duties of that office for three consecutive meetings, that officer may be removed from office by the Committee upon a majority vote of the members at any regularly scheduled meeting.

## **ARTICLE VI - COMMITTEE OPERATIONS**

- A. The Committee shall have no authority other than as stipulated by the bylaws and approved by the Blueprint Intergovernmental Agency.
- B. The Committee will meet quarterly based upon a meeting schedule determined by MWSBE Division staff which will be provided to the City, County and each Chamber of Commerce. The meeting date may be changed in advance by staff through various methods including mail, phone or email to Committee members. Special meetings may be called by the staff or by a majority of the Committee members.
- C. All meetings will be open to the public. For advertising purposes, the MWSBE Division staff will provide to the Public Information Officer, for the City and the County and IA, a schedule of their

meetings and will ensure agendas and minutes are available to the public in accordance with the State Sunshine Laws.

**D.** All meetings shall be conducted in accordance with Robert's Rules of Order.

#### **ARTICLE VII - STAFF SERVICES**

**A.** The MWSBE Division will provide staff services to the Committee. Staff services will include:

1. Providing a schedule of meetings to the Public Information Office and Committee members, arranging meeting locations; maintaining summary minutes of the meetings; preparing and distributing appropriate information related to the meeting agenda.
2. Informing the Committee of events, activities, policies, programs, etc. occurring within the scope of the Committee's function and informing the Committee of all City Commission or department requests for information or assistance.
3. Ensuring the Treasurer Clerk's Office Administration and Board of County Commissioners County Administration is informed of all vacancies, expired terms, changes in officers, or any other changes to the Committee and that all requests for review of applications by the Committee and any subsequent recommendations by the Committee or staff are returned in a timely manner to the respective governments to facilitate the appointment process.
4. The responsibility for the continuous flow of information including providing reports, actions, and recommendations of the Committee and notification of noncompliance by the board or chair with the bylaws or statutes.
5. The responsibility for ensuring information provided by the Committee to the City Commission and the County Commission or Blueprint Intergovernmental Agency for review is appropriately agendaed for their respective meetings.

**B.** A formal, standard orientation program will be provided by staff to all new members. The program will address, but not be limited to, the bylaws, conflict of interest, the Florida Sunshine Law, ethics rules, and the legal obligations and responsibilities of the committee. Staff will ensure responses are provided to any concerns the new members may have regarding the duties and responsibilities of the Committee and the members.

#### **ARTICLE VIII. - BYLAWS AND EFFECTIVE DATE**

Any changes to the By-laws will be subject to the review of the Committee and the Blueprint Intergovernmental Agency, and thereafter filed with the Office of Economic Vitality's MWSBE Office.

**Leon County  
Board of County Commissioners**

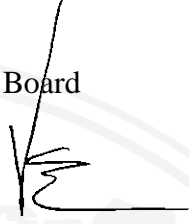
**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Acceptance of the 2015-2016 Contractors' Licensing and Examination Board Annual Report

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Emma Smith, Permit and Code Services Director Jo'Toria Snelling, Compliance Board Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2015-2016 Contractors' Licensing and Examination Board Annual Report.

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of the Leon County Contractors' Licensing and Examination Board (CLEB) fiscal year 2015-2016 annual report. The CLEB is empowered by Ordinance to enforce Chapter 5, Article IV of the Leon County Code of Laws, as well as Section Chapter 489 of the Florida Statutes, to regulate licensing and disciplinary actions. The CLEB's responsibilities include review and approval of applications for licensing and review of complaints filed against licensed contractors operating in Leon County (Attachment #1).

The 2015-2016 Annual Report has been reviewed by the CLEB members.

### **Analysis:**

Leon County currently maintains 632 active contractor files. This includes State Certified, Leon County Registered, and Specialty Contractors (Attachment #2).

### **Examination Analysis:**

During Fiscal Year 2015-2016, three licensing applications were received.

### **Complaint Action:**

The CLEB processes all complaints against contractors that fall within its statutory authority, regardless if the alleged violation occurs within the city limits or the unincorporated areas. During FY 2015-2016, no orders of the CLEB were overruled, either in civil courts or by the Florida Construction Industry Licensing Board (FCILB). Staff continues to work diligently in processing complaints in a timely and efficient manner.

The complaint process has been streamlined and the database updated; this allows easy accessibility, timely inspections, and follow-up. Utilizing the advanced automation resources approved by the Board of County Commissioners, County and City staff have implemented several modifications to the electronic database where licensing information is shared.

Five complaints were filed with the CLEB in FY 2015-2016. The complaints were brought into compliance and closed (Attachment #3). Complaints brought to the CLEB are processed faster than those processed by the FCLIB. Currently, it takes the State approximately 10 months to process a contractor complaint. Leon County averages 60 days to process and bring complaints to resolution. With success and quality customer service, the licensing program continues to be a model program throughout the state.

The following is a chart of the licensing activity for previous fiscal years.

**COMPARISON OF LICENSING BOARD ACTIVITY**

<b>CONTRACTOR COMPLAINTS</b>	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16
Complaints Resolved Administratively (In Compliance, Non-Jurisdictional or No Probable Cause Found)	11	9	12	5	2	3	1	1	5
Pending Complaints	2	1	0	0	0	0	0	0	0
<b>Subtotal:</b>	<b>13</b>	<b>10</b>	<b>12</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>5</b>
<b>Public Hearings:</b>									
Total Complaints Scheduled before the Board	4	5	2	0	0	0	0	0	0
Public Hearings Carried Over from Previous Year	0	0	0	0	0	0	0	0	0
<b>Breakdown of Board Action:</b>									
Contractor License Revoked	0	0	0	0	0	0	0	0	0
Contractor License Suspended	1	1	0	0	0	0	0	0	0
Contractor License Placed on Probation	0	0	0	0	0	0	0	0	0
Permitting Privileges Suspended	0	1	0	0	0	0	0	0	0
Letter of Reprimand Issued	0	0	0	0	0	0	0	0	0
Cases Dismissed	2	2	1	0	0	0	0	0	0
Board Deadline Met	1	1	1	0	0	0	0	0	0
Complaint Withdrawn	0	0	0	0	0	0	0	0	0
Complaint Continued to Next Fiscal Year	0	0	0	0	0	0	0	0	0
<b>Total Complaints Received</b>	<b>17</b>	<b>15</b>	<b>14</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>5</b>

The following chart shows the revenue for the last five fiscal years:

**REVENUE ANALYSIS**

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
License Applications	\$1,219	\$0	\$4,267	\$0	\$1,828.86
Permit File Maintenance	\$6,250	\$3,274	\$2,381	\$818.51	\$1711.43
Administrative Fees Collected from Public Hearings	\$0	\$0	\$0	\$0	\$0
License Renewal Fees	\$5,506	\$8,706	\$5,878	\$8,482.74	\$4,911.06
<b>Total</b>	\$12,975	\$11,980	\$12,526	\$9,301.25	\$8,451.35

*Note: Fees are paid into the Building Enterprise Fund.*

**Options:**

1. Accept the 2015-2016 Contractors' Licensing and Examination Board Annual Report.
2. Do not accept the 2015-2016 Contractors' Licensing and Examination Board Annual Report.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Contractors' Licensing Board Activity for FY 2015-2016
2. Chart of Active Contractors
3. Complaints Received/Public Hearings Held



**Leon County Contractors Licensing and Examination Board Activity for FY 2015-2016**

	<b>15-16 Qtr 1</b>	<b>15-16 Qtr 2</b>	<b>15-16 Qtr 3</b>	<b>15-16 Qtr 4</b>	<b>15-16 Year End Figures</b>
<b>Licensing Complaints Received</b>	1	0	0	4	5
<b>Complaints Resolved Administratively</b>	1	0	0	4	5
<b>Public Hearings</b>	1	0	1	0	2
<b>Probable Cause Hearings</b>	0	0	0	0	0
<b>New Applications</b>	1	0	2	0	3
<b>Request for Reciprocity</b>	0	0	0	0	0
<b>Walk-Ins for Licenses</b>	28	25	31	22	106
<b>Permits Routed to verify license for Contractors and Sub-contractors</b>	454	415	471	402	1742
<b>Number of verified contractors and subcontractors licenses</b>	810	991	991	878	3670
<b>Telephone Calls Received</b>	162	201	186	217	766
<b>Insurance Certificates Entered</b>	198	242	174	334	948
<b>Velocity Hall Inquiries</b>	42	30	36	61	169
<b>TOTAL ACTIVITY</b>	<b>1698</b>	<b>1904</b>	<b>1892</b>	<b>1922</b>	<b>7416</b>

**Fiscal Year 2015-2016  
ACTIVE CONTRACTORS**

	<b>State Certified</b>	<b>Registered</b>	<b>Total</b>
<b>General</b>	<b>176</b>	<b>9</b>	<b>185</b>
<b>Building</b>	<b>164</b>	<b>6</b>	<b>170</b>
<b>Residential</b>	<b>59</b>	<b>6</b>	<b>65</b>
<b>Roofing</b>	<b>109</b>	<b>7</b>	<b>116</b>
<b>Pool</b>	<b>13</b>	<b>2</b>	<b>15</b>
<b>Underground Utility</b>	<b>5</b>	<b>0</b>	<b>5</b>
<b>Certified Solar</b>	<b>5</b>	<b>0</b>	<b>5</b>
<b>Aluminum Structures</b>	<b>8</b>	<b>0</b>	<b>8</b>
		<b>Subtotal:</b>	<b>569</b>

<b>Local Specialty Contractors</b>		
<b>Excavation</b>	<b>53</b>	
<b>Aluminum Structure</b>	<b>2</b>	
<b>Vinyl Siding</b>	<b>3</b>	
<b>Carpentry</b>	<b>1</b>	
<b>Garage Door</b>	<b>4</b>	
	<b>Total Contractors:</b>	<b>632</b>

**Leon County Contractors' Licensing and Examination Board  
Fiscal Year 2015-2016**

**COMPLAINTS RECEIVED / PUBLIC HEARINGS HELD**

<b>Case No.</b>	<b>Complainant Contractor</b>	<b>Status</b>	<b>City or County</b>
16-001	Kresbach Anthony Mathews	Invaield - Closed	County
16-002	Henry Charlie Salem	Invaield- Closed	County
16-003	Thomas Bryan Scruggs	Invaield - Closed	County
16-004	Williams Jacqueline Watts	Invaield - Closed	County
16-005	Chandler William Manning	Invaield - Closed	County

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #12

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Acceptance of the 2016 Science Advisory Committee Annual Report

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Environmental Services Director

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2016 Science Advisory Committee Annual Report (Attachment #1).

## Report and Discussion

### **Background:**

This item seeks Board acceptance of the Science Advisory Committee’s (SAC) 2016 annual report. Established by the Board on March 28, 1995, SAC’s Statement of Purpose is as follows: “In order to safeguard natural resources and the public health and safety, the Committee shall evaluate and report findings to the Commission on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas, and evaluate the need for further data collection and analysis on issues approved by the Board of County Commissioners or the appropriate administrator.”

The original establishment of SAC included seven Board-appointed members, but was later modified to include two City Commission appointed members. SAC meetings occur on the first Friday of each month at the Department of Development Support and Environmental Management in the Renaissance Center, pursuant to the Board-approved bylaws (Attachment #2). This year-end report satisfies the requirement in the bylaws stipulating that an annual report of the Committee’s actions shall be provided to the Board.

### **Analysis:**

The SAC is composed of seven Board-appointed members and two City Commission-appointed members, all of which are credentialed scientists. Appointed members serve a two-year term and are eligible for Commissioner re-appointment as long as they are active, interested, and adhere to the articles of the by-laws. At the March 7, 2017 Board meeting, the Board will have the opportunity to appoint or reappoint the SAC members with terms expiring on March 31, 2017. The following chart includes Committee member information and attendance record:

Committee Member	Appointed By	Term Expiration	Meetings Attended (8 held in 2016)
Edward Gartner	Commissioner Sauls	3/31/2017	0
Lee Marchman	Commissioner Dozier	3/31/2017	7
Thayumanasamy Somasundaram	Commissioner Proctor	3/31/2017	7
Amy Datz	Commissioner Lindley	3/31/2018	3
Scott Hannah*		3/31/2016	1*
Thomas Lewis	Commissioner Maddox	3/31/2018	4
Skip Cook	Commissioner Dailey	3/31/2018	6
Vincent Salters	Commissioner Desloge	3/31/2018	5
William Landing (Chair)	City Commission	3/31/2017	6
Rich Wieckowicz	City Commission	3/31/2017	6

\*Mr. Hannah’s term expired March 2016 and was replaced by Amy Datz

The Committee met eight (8) times during the 2016 calendar year: January, March, April, May, August, October, November and December. The June meeting was cancelled and replaced with the Lake Munson Meeting. Meetings were canceled in February, July and September due to lack of topics for discussion on the agenda.

During the year, the SAC conducted a Lake Munson Workshop to build upon the report from the June 2009 Lake Munson Workshop; discussed the Zika Virus; discussed issues related to surface water quality standards adopted by the Department of Environmental Protection (FDEP); discussed the City of Tallahassee sewage spill during Hurricane Hermine; reviewed reports of lead in Leon County School drinking water; and began planning updates to the Lake Munson Action Plan. There were two specific assignments in 2016: 1) Conduct the Lake Munson Workshop, which occurred on June 9, 2016; and 2) assist staff in updating the 1994 Lake Munson Action plan, as approved by the Board at the December 13, 2016 meeting. The SAC will begin updating the plan in 2017. More detailed information on each of these topics is included in the Annual Report (Attachment #1).

In addition to any environmental-related matters that may be assigned by the Board for review in 2017, the following topics will warrant review and discussion by the Committee for possible recommendations to the Board:

- Anticipated legislation regarding springs protection;
- Leon County's Annual Water Quality Report; and
- Updates to the Lake Munson Action Plan.

**Options:**

1. Accept the 2016 Science Advisory Committee Annual Report (Attachment #1).
2. Do not accept the 2016 Science Advisory Committee Annual Report.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. SAC Annual Report
2. SAC Bylaws

# Science Advisory Committee

## 2016 Annual Report





## 2016 Annual Report of the Science Advisory Committee

### Board Assignments:

Conduct the Lake Munson Workshop  
Update the Lake Munson Action Plan

### Other Topics for Review, Discussion and Recommendations Made:

1. SAC Chairman Bill Landing introduced Commissioner Bill Proctor's appointee, Thayumanasamy Somasundaram, an employee of Florida State University who studies structural biology, proteins and DNA. Chairman Landing introduced Commissioner Mary Ann Lindley's appointee, Amy Datz, a retired State Environmental Scientist who wrote the first book on re-engineering for transit design. The SAC sent a letter on December 18, 2015, to Vince Long requesting a second Lake Munson Workshop in June 2016, to build upon the report from the June 2009 Lake Munson Workshop. John Kraynak informed the SAC that the agenda item requesting authorization for staff to assist the SAC with the Lake Munson Workshop would be heard at the February 9, 2016, Board meeting. The Board subsequently approved the request.

*Recommendation:* No action.

2. Michael Hill, retired Florida Fish and Wildlife Conservation Commission (FWC) employee, did a PowerPoint presentation on 'Tallahassee Area Lakes'. The presentation included, but was not limited to, the local sinkhole formations, dams, muck removals, drawdowns and grass carp removal. Mr. Hill provided an excellent history on several lakes and identified several restoration projects in Leon County funded by the FWC, the most notable being the two muck removal projects on Lake Iamonia.

*Recommendation:* No action.

3. During a public comment period, Donna Legare read and answered questions regarding a Zika Position Statement handout. The Zika Position Statement focused on informing the public about the virus and to work on methods to protect individual health with proactive methods before the virus arrives in Leon County. The idea was to inform the public by personal contact and advertisements. Currently, there is no cure for the Zika Virus, and increasing the spraying is not a viable solution. This article was also located in the May 6, 2016 *Tallahassee Democrat*.

*Recommendation:* No action.

4. Amy Datz introduced the topic of the recent approval of the Florida Department of Environmental Protection (FDEP) surface water standards by the Florida Environmental Regulations Commission (ERC). This topic was discussed at several SAC meetings. The idea of submitting a letter to the Environmental Protection Agency (EPA) was briefly discussed. David Ludder and Holly Parker, public advocates, stated the letter should be written to the EPA disapproving the new standards. The main concern is that DEP proposes to allow higher concentrations of certain pollutants in Florida waters. Discussion moved to the Technical Support Document 'Derivation of Human Health-Based Criteria and Risk Impact Statement' (dated June 2016) provided by Amy Datz. Mr. Kraynak noted standards were both increased and decreased, and his observation was that there was an inconsistency between the drinking water standards and new surface water standards. Richard Wieckowicz discussed the Monte Carlo statistical method standard of averaging. Scott Hannah discussed how the averaging method could affect adults, children, and ethnic groups. Discussion moved to the adoption of Rule 62-302-400 (Surface Water Quality Standards-Establishment of New Class 1-Treated Surface Waters). Vice-Chairman Salters noted they were to have Dr. Chris Teaf from FSU and Dr. Charles Jagoe from FAMU at the meeting for discussion of these standards, but they were not available. This report was discussed at length, and it was finally determined at the meeting in December that the SAC should not take any action since Leon County would have no standing in the current lawsuit due to the expiration of the public comment period.

*Recommendation:* No further action, but continue to monitor the lawsuit.

5. The Lake Munson Meeting was conducted on June 9, 2016, at the Leon County Cooperative Extension Office. There were 38 attendees with diverse backgrounds, including citizens and representatives from the Northwest Florida Water Management District, the FDEP, FWC, Blueprint 2000, Department of PLACE, City of Tallahassee (COT) and Leon County. The meeting opened with SAC Chairman Bill Landing providing a history of Lake Munson. He also expressed the need for coordination to find ways to restore and keep this lake as an ecological, recreational and economic asset. He noted the goal is to restore the lake to a high-quality water resource. Detailed summaries of all the presentations were provided in the Status Report on Lake Munson at the December 13, 2016, Board meeting (refer to item #8 for more information).

*Recommendation:* Not applicable.

6. Information was distributed to the SAC regarding the 1.6 million gallon sewage spill by the COT and concerns were expressed over the City's spill reporting procedures after Hurricane Hermine. Handouts were provided to the members consisting of e-mails, equipment maintenance and preparation information prior to the storm event, and the resulting equipment damage that prevented the generator from activating during the power outage. John Buss, COT Water Resource Engineering, addressed the group regarding the spill event and stated the failure was an "act of God" and was not caused by equipment maintenance and preparation. Mr. Buss noted that COT struggled to provide sewer and water service to the citizens during the storm event, but the spill was reported immediately to the local officials at the Emergency Operations Center and discussed openly. He further stated that there was no effort by the City to conceal the spill

information and no advisory was issued by the Department of Health (DOH). Jim Stevenson, Wakulla Springs Alliance, voiced concerns with nitrates and bacteria levels in the water and his difficulty in understanding the lag time between reporting the spill, public notification, and which agencies the COT was required to notify in the event of a spill. Mr. Kraynak inquired as to availability of back-up systems or fail-safe systems that could be upgraded to prevent a future spill event. Mr. Buss stated he was reviewing different processes to prevent future power failures. Vice-Chairman Salters asked if this was an action item for the committee to consider, but no motion was received.

*Recommendation:* No further action.

7. Vice-Chairman Salters initiated a discussion on lead in Leon County School drinking water. Vice-Chairman Salters conducted sampling at nine schools over the summer consisting of two samples taken at each school, one at a drinking fountain and one at a kitchen tap. Don Axelrad presented a PowerPoint on the lead levels in 16 Leon County Schools, and presented possible solutions, such as flushing the pipes before the students return to school. Mr. Axelrad noted that the Leon County School System took immediate action and allowed for routine flushing of the water pipes, thereby reducing lead levels.

Vice-Chairman Salters attended a Leon County School Board meeting in November to address this issue, at which time the School Board voiced concerns with the EPA protocol for lead and copper of 15 parts per billion (ppb) to be acceptable in local schools. Vice-Chairman Salters indicated that his sampling was too limited to make any decisions at that time.

Vice-Chairman Salters asked the SAC members to provide a letter of information on the lead issue to the Board of County Commissioners (BCC), with the intent to educate the public and to request the County take a more in depth look at this issue. The SAC initially voted to approve drafting a letter, but subsequent meetings by the School Board demonstrated that they were proactive in addressing this issue by hiring a consultant and performing additional sampling; therefore, the SAC agreed to postpone drafting the referenced letter. The SAC also discussed how to get information out to other entities, such as daycare centers. Vice-Chairman Salters agreed to contact the COT, the largest supplier of potable water, on his own behalf, to get some form of public service announcement out to the public on the lead issue, and identify where to get sampling and analysis of water performed if requested by the public.

*Recommendation:* No further action at this time by the SAC. Vice-Chairman Salters will contact the COT to discuss a form of public education.

8. Chairman Bill Landing asked staff to submit a request to the BCC to update the 1994 Lake Munson Action Plan as a result of the Lake Munson Workshop. This request was brought to the Board at their December 13, 2016 meeting. The Board voted to direct staff to update the Lake Munson Action Plan with primary assistance from the SAC, and as needed, input from the Water Resources Committee (WRC). The SAC will begin work on this update in 2017.

*Recommendation:* Not applicable.

## **SCIENCE ADVISORY COMMITTEE BYLAWS**

### **STATEMENT OF PURPOSE**

The Leon County Science Advisory Committee (hereafter referred to as “Science Advisory Committee”), a committee duly established by the Board of County Commissioners, Leon County, Florida in 1995 on the 28<sup>th</sup> day of March, ratifies and adopts the following Revised Science Advisory Committee By-laws on this 8th day of February 2000 with respect to the procedures to be followed and adhered to by discharging its assigned duties and responsibilities.

It shall be the duty of the Science Advisory Committee to carry out the following charge: In order to safeguard natural resources and the public health and safety, the Committee shall evaluate and report findings to the Commission on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas, and evaluate the need for further data collection and analysis on issues approved by the Board of County Commissioners or the appropriate administrator.

### **ARTICLE I – INTENT**

It is the intent of these By-laws to codify and ratify the rules of procedure and operation of the Science Advisory Committee.

### **ARTICLE II – OFFICES**

The offices of the Science Advisory Committee shall be in the Leon County Courthouse, Tallahassee, Florida.

### **ARTICLE III – MEETINGS**

Section 1. Regular Meetings. The Science Advisory Committee shall hold at least twelve regular meetings each year. Meetings will be held in the Administration Conference Room at the Leon County Courthouse, or other county facility, on such day and at such time as determined by the committee and noticed.

Section 2. Special Meetings. Any member of the Science Advisory Committee may call a meeting or the committee to discuss any issue properly before the committee. Such meeting shall be called by special notice to each member at least seventy-two (72) hours in advance of the meeting.

Section 3. Sunshine. All meetings of the Science Advisory Committee shall be open to the public and shall be noticed as required by law. The committee may alter or modify the scheduled place of any of its regular meetings by directing written notice of such meeting place change to the parties with matters agendaed for such regular meeting at least three (3) days before the scheduled meeting, as well as providing all other notices of change as required by law.

### **ARTICLE IV – QUORUM**

The Science Advisory Committee shall be composed of nine (9) members with seven (7) appointed by the Board of County Commissioners and two (2) appointed by the City Commission. If additional governmental bodies desire to make appointments to the Committee, said appointment shall be of an ex-officio nature. Ex-officio members will not have voting rights, but they may participate in all other

proceedings of the Committee. All appointees to the Science Advisory Committee shall be credentialed scientists. If any member is absent from two of three consecutive committee meetings, without cause or without prior approval from the Committee Chairman, the Chairman shall advise the Commissioner who appointed the individual of these absences.

No acts or recommendations of the Science Advisory Committee shall be made unless a quorum of five (5) members are present.

## **ARTICLE V – OFFICERS**

The Science Advisory Committee shall select one of its appointed members Chairman for a term of one (1) year. The committee shall also select one of its appointed members as Vice Chairman for a term of one (1) year. The Vice-Chairman shall serve as Chairman in the absence of the Chairman. A Past Chairman member shall serve as Chairman in the absence of the Chairman and Vice-Chairman. Selection of Chairman and Vice-Chairman shall be held at the first meeting in October.

## **ARTICLE VI – PASSAGE OF MOTIONS OR MATTERS**

Section 1. Motions or Matters for Regular Business. At a duly assembled meeting of the Science Advisory Committee, no motion or matter pertaining to the regular business of the Committee shall be passed unless a majority of the members in attendance for the motion or matter under consideration, and voting, are recording as voting in favor of the motion or matter. In those cases where a majority vote in favor of a motion or matter is not recorded, the motion or matter shall be recorded as being defeated.

Section 2. Motions or Matters Amending By-laws. These By-laws may be amended at a regular or special meeting of the Science Advisory Committee by affirmative vote of a simple majority of the Committee, subject to approval by the Board of County Commissioners. Such amended By-laws shall be submitted to the Board of County Commissioners for approval within thirty (30) days of such amendment.

## **ARTICLE VII – OTHER RULES OF PROCEDURE**

Except as expressly provided for herein, the Science Advisory Committee shall generally adhere to *Robert's Rules of Order* in conducting its business and meetings. All parties wishing to present scientific data and analysis will be welcome to do so, however, only credentialed individuals shall be permitted to present reports. All who are to make reports to the Committee shall present written comments in advance to permit members adequate time to review their reports. Report presenters shall be asked to make brief oral opening statements of their reports followed by a question and answer period conducted by the Committee during which time ex-officio members may participate. Meetings shall be limited to two hours in length.

## **ARTICLE VIII – STAFF/COMMITTEE INTERACTION**

County staff may seek the advice and input of the Science Advisory Committee on staff work program issues if such action has been approved by the appropriate administrator.

## **ARTICLE IX – COMMITTEE/STAFF INTERACTION**

The Committee may make requests of staff for information, briefing, reports, and the like on approved issues, except that major staff time or resource commitments must receive prior approval from the appropriate administrator or the Board.

## **ARTICLE X – SCIENTIFIC ENDINGS AND POLICY CONCLUSIONS**

The Science Advisory Committee shall conduct a scientific review of matters brought before it for discussion. The Committee shall make an assessment of the scientific theory, methods, data, and conclusions involved with the literature associated with the issue brought before it and produce a report on its findings. This report shall summarize the conclusions of the SAC on the topic in question, and give recommendations to the Board of the Administration. The Board of County Administrator may forward such reports to the appropriate entity for the development of policies that take the scientific findings into account.

## **ARTICLE XI – MINUTES**

The Science Advisory Committee shall appoint a secretary (who may or may not be a member of the Committee) to take minutes of each regular and special meeting of the Committee. The minutes thus prepared become the official minutes of the Science Advisory Committee once they have been presented to and approved by a motion by the Committee. All such approved minutes shall be signed by the Chairman and attested to by the secretary or another member of the Committee.

## **ARTICLE XII – RECORDS**

The records of the Committee shall be subject to the Florida Public Records Laws.

## **ARTICLE XIII-REPORTING TO THE BOARD OF COUNTY COMMISSIONERS**

The Chairman of the Science Advisory Committee or his/her designee shall provide an annual report to the Board as to the Committee's action.

## **ARTICLE XIV – TERMS OF MEMBERS**

Appointed members of the Science Advisory Committee shall serve a term of two years and shall be eligible for Commissioner reappointment as long as they are active, interested and adhere to the articles herein. Beginning upon the adoption of these 2000 revisions, terms shall be staggered with County Commissioner appointments representing commission districts one, three, four and City Commission appointment #1 expiring in 2000 and appointments from County Commissioner representing the two at large districts, districts two, five and City Commissioner appointment #2 expiring in 2001.

Adopted February 8, 2000

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #13

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the Amount of \$319,328 for Construction of the Apalachee Regional Park Access Road

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Robert Mills, Assistant Public Works Director
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director of Parks & Recreation Charles Wu, P.E., Director of Engineering Services Chris Muehlemann, P.E., Chief of Engineering Design George Su, P.E., Senior Design Engineer

**Fiscal Impact:**

This item has a fiscal impact. Adequate funding is available and has been budgeted in the Apalachee Regional Park Improvement Project account for this item.

**Staff Recommendation:**

Option #1: Approve the Agreement awarding the bid to North Florida Asphalt, Inc. in the amount of \$319,328 for construction of the Apalachee Regional Park Access Road (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

This item seeks Board approval to award the construction of the Apalachee Regional Park Access Road Improvement to North Florida Asphalt, Inc. in the amount of \$319,328.

The Apalachee Regional Park's existing western access is an unreliable dirt road, which leads to access difficulties after major storm events (Attachment #2). This dirt road serves as the main access point for competitors and observers of small to moderate cross country events and must accommodate team buses and commercial vehicles associated with large events. The proposed improvements stabilize the southern half of existing dirt road with asphalt pavement for approximately 900 feet and the remaining half will be stabilized with limerock base material for approximately 1,000 feet. Cross drains, roadside ditches, and associated sedimentation and erosion control measures are also included in the proposed construction along with the utility infrastructure needed to accommodate future build-out plans.

This project will be funded by the Apalachee Regional Park Improvement Project budget account and will provide better service to park patrons to access existing amenities with long-term benefits to support the anticipated master plan. The improved access road will also enhance the Tourism Division's efforts to secure large cross country competitions by accommodating large buses and commercial vehicles. Staff anticipates presenting a conceptual master plan to the Board in spring 2017 for Apalachee Regional Park.

### **Analysis:**

The Invitation to Bid for Construction was advertised locally on November 22, 2016. A total of 78 registered vendors were notified through the automated procurement system. A total of 32 vendors requested bid packages. One mandatory pre-bid meeting was held on December 7, 2016 at the Purchasing office. The County received five bids on December 20, 2016 (Attachment #3).

The lowest bidder is North Florida Asphalt, Inc. with an estimated total of \$319,328. The second low bid was received from Allen's Excavation, Inc. for an estimated amount of \$319,836. The bid difference between the lowest and second lowest is \$508. This is a unit price contract with lump sum pay items, and the Contractor will be paid based on the actual completion of the individual lump sum pay items or quantities of the individual unit price pay items (Attachment #4).

The County's Minority, Women, and Small Business Enterprise (MWSBE) aspirational targets are 17% MBE and 9% WBE for this project. Per the review of the Office of Economic Vitality's MWSBE Division, North Florida Asphalt, Inc., Allen's Excavation, Inc., M of Tallahassee, Inc., and C.W. Roberts Contracting, Inc. met the targets and Peavy & Son Construction Co., Inc. exceeded the MWBE aspirational targets for Construction Subcontracting (Attachment #5).

Construction commencement is anticipated in March 2017 and will be completed in May 2017.

Title: Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the Amount of  
\$319,328 for Construction of the Apalachee Regional Park Access Road  
February 7, 2017  
Page 3

---

**Options:**

1. Approve the Agreement awarding the bid to North Florida Asphalt, Inc. in the amount of \$319,328 for construction of the Apalachee Regional Park Access Road (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding the bid to North Florida Asphalt, Inc. in the amount of \$319,328 for construction of the Apalachee Regional Park Access Road.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Draft Construction Agreement
2. Project Location Map
3. Bid Tabulation Sheet
4. Bid Pricing Sheet
5. MWSBE Analysis

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and NORTH FLORIDA ASPHALT, 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 access road improvements in accordance with: 1) Apalachee Regional Park Access Road Improvements, Bid# BC-12-20-16-11 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

### 3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within sixty (60) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### 4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: George Su  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: TALLAHASSEE, FL 32308  
Telephone: 850-606-1544  
E-mail: sushin@LEONCOUNTYFL.GOV

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal

liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on

its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

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 PAYMENT AND PERFORMANCE BOND - PAYABLE IN TALLAHASSEE

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. 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

15. 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.

16. 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.



17. 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.

18. 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.

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  
Exhibit B - Vendor response

**Remainder of page left blank intentionally**

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

Date: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, 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

NORTH FLORIDA ASPHALT, INC.

By: \_\_\_\_\_  
President or designee

\_\_\_\_\_  
Printed name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 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. \_\_\_\_\_  
Board of County  
Commissioners Leon County  
Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

PURPOSE:

Leon County is seeking the services of qualified vendor to make improvements to approximately 1,803 linear feet of the existing Leon County Apalachee Regional Park access road and the associated drainage system. This will include regrading and resurfacing the existing limerock base access road, with minor realignments and associated drainage improvements. Approximately 803 linear feet of the southernmost part of the road will be completed with an asphalt pavement section 24 feet wide, with 6-foot grass shoulders and open drainage ditches on both sides. Runoff from the paved portion of the access road will be routed to the existing ballfields stormwater management facility (SWMF), which is located to east of the access road. The remaining access road approximately 1,000 linear feet will be improved to a 24-ft wide limerock base road and follow the existing access road alignment with 2-ft grass shoulders.

All work will be conducted in accordance with plans and specifications developed by Baskerville Donovan, Inc.

A Unit Price sheet in Excel format for this project is available 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. The 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 address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 22, 2016	<b>Release of the ITB</b>
December 7, 2016 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid visit will begin at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
<b>Not later than:</b> December 9, 2016 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> December 20, 2016 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto: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 listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity,

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

#### ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

#### PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person-s representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person-s representative shall include, but not be limited to, the person-s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

#### REGISTRATION:

Bidders which obtain solicitation documents from sources other than the 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 (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

#### CONTRACTOR'S QUALIFICATIONS

The primary contractor shall be prequalified by FDOT in the Drainage, Flexible Paving and Grading major classes of work. All materials used for this project shall be on the FDOT's Approved Product List, or shall be from a plant certified by a program accepted by FDOT, as applicable.

#### PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

#### REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

#### RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

#### WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

#### AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the 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.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

#### PLANHOLDERS

As a convenience to bidders, the 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 on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

#### BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.



**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
    - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
    - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
    - c. Provide increased levels of information and assistance available to MBE-s and WBEs.
    - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
  2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
  3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Cristina Paredes, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7559 or by email [CParedes@oeforbusiness.org](mailto:CParedes@oeforbusiness.org)

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oeforbusiness.org](mailto:lraffington@oeforbusiness.org)

Shanea Wilks, MWSBE Coordinator by email at [swilks@oeforbuisness.org](mailto:swilks@oeforbuisness.org)

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE-s, and WBE-s shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B 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



**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE-s, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE-s seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**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

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
- b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability;

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers- Compensation and Employers Liability: Workers- Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer-s Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured-s general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor-s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor-s insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor-s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer-s liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days- prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best-s rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney-s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

contract, then  
this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety-s obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Name of Principal)

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within sixty (60) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

#### 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



**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

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.

#### STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

#### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider-s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

**RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION**  
**ATTN: SHELLY KELLEY, PURCHASING DIRECTOR**  
**1800-3 N. BLAIRSTONE ROAD**  
**TALLAHASSEE, FLORIDA 32308**  
**PHONE: 850-606-1600**  
**EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

### PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County at the Pre-Bid meeting.

### CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

### ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

### INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney-s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

### 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.

### PENALTIES:

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

purchasing activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

## **TECHNICAL SPECIFICATIONS**

### **1. SUMMARY OF WORK**

The proposed project is located in Leon County, Florida, in Section 5, Township 1S, Range 2E.

The scope of work includes improvements to approximately 1,803 linear feet of the existing Leon County Apalachee Regional Park access road and the associated drainage system. This will include regrading and resurfacing the existing limerock base access road, with minor realignments and associated drainage improvements. Approximately 803 linear feet of the southernmost part of the road will be completed with an asphalt pavement section 24 feet wide, with 6-foot grass shoulders and open drainage ditches on both sides. Runoff from the paved portion of the access road will be routed to the existing ballfields stormwater management facility (SWMF), which is located to east of the access road. The remaining access road approximately 1,000 linear feet will be improved to a 24-ft wide limerock base road and follow the existing access road alignment with 2-ft grass shoulders.

See the construction plans in the bid documents for details.

### **2. GENERAL REQUIREMENTS**

The construction sequence and design notes are shown on the construction plans. The construction procedure, materials, equipments, and the technical specifications listed herein, shall be in accordance with the following specifications and contract documents:

- 2.1 Project Specific Technical Specifications.
- 2.2 Leon County Modification to Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010.
- 2.3 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 Edition and all supplemental documents thereto.
- 2.4 FDOT Roadway and Traffic Design Standards, 2010 Edition.
- 2.5 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

#### **Per FDOT Standard Specifications 5-2: Coordination of Contract Documents.**

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

In cases of discrepancy, the governing order of the documents is as follows:

1. Special Provisions.
2. Technical Special Provisions.
3. Plans.
4. Design Standards.
5. Developmental Specifications.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

- 6. Supplemental Specifications.
  - 7. Standard Specifications.
- Computed dimensions govern over scaled dimensions.

### **3. MANDATORY PREBID CONFERENCE**

Contractors are required to attend the pre-bid conference to be qualified for bidding.

### **4. SPECIAL PROVISIONS**

- 4.1 An allowance of 60 calendar days has been set for completion of this project, including agency and utility coordination.
- 4.2 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.
- 4.3 The primary contractor shall be prequalified by FDOT in the Drainage, Flexible Paving and Grading major classes of work. All materials used for this project shall be on the FDOT's Approved Product List, or shall be from a plant certified by a program accepted by FDOT, as applicable.
- 4.4 Any material substitutions or other changes to the Contract Documents shall be made according to all governmental requirements and with prior approval from the Engineer of Record and the County's Engineer.
- 4.5 (a) Contractor shall prepare a Maintenance of Traffic (MOT) plan incorporating applicable indices from the FDOT Roadway and Traffic Design Standards, 2010 Edition, 600 Series. Contractor shall submit the MOT plan to Leon County for approval prior to beginning construction activities, and shall coordinate with Leon County's Chief of Construction Management to implement the plan. Contractor's costs associated with preparation, submittal and implementation of the MOT plan shall be included in the total contract price.  
  
(b) Contractor shall furnish, erect, and maintain all necessary barricades, warning, and detour signs with suitable and adequate lights while providing flagmen where necessary to direct traffic, and take all other precautions to protect the workers and the public. Streets that are closed to traffic by authority of Leon County shall be adequately barricaded and marked with warning and detour signs, and lights, at all intersections and crossings along the detours. Street closing and detour routing shall be requested of and receive approval from the County's Engineer or his/her designee, prior to implementation.
- 4.6 Within 15 calendar days after the contract has been awarded, Contractor shall submit to the County's Engineer a project construction schedule showing in detail the working days on which the project is expected to begin and complete for each of the various major items.
- 4.7 Contractor shall conduct a pre-construction conference at the project site and confirm the construction sequence. Contractor shall invite the County's Engineer and the Engineer of Record, along with all affected utilities, regulatory agencies, and subcontractors to the pre-construction conference. Contractor shall confirm all work schedules with subcontractors and other affected parties prior to or during the pre-construction conference.
- 4.8 Contractor shall not start work until all required permits have been received and a "Notice to Proceed" from Leon County has been issued. The Contractor shall post all applicable permits and provide advance notice flyers to adjacent property owners before construction.
- 4.9 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at [http://www.dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm).

A copy of the permit or exempt certificate shall be provided to the Leon County Public Works Department.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

- 4.10 (a) Contractor shall verify and clearly mark all right-of-way locations, property lines and easement limits prior to construction in the project area, and shall maintain clearly marked limits of disturbance around all construction activities. Any public or private property damaged outside the project limits of disturbance by construction activities shall be restored / repaired at the Contractor's expense.
- (b) Prior to construction commencement, Contractor shall take pictures and video tape the existing conditions of adjacent properties for the record to prevent future disputes. Provide the County Representative a copy of the pictures and videos for record prior to beginning construction activity.
- 4.11 Contractor shall notify the Engineer of Record and the County's Engineer of any encroachment discovered on the project area affecting construction activities, a minimum of fourteen calendar days prior to beginning construction activities. The County's Engineer shall notify affected private property owners of such encroachment a minimum of seven calendar days prior to commencement of construction. Any encroachments not removed by the property owners shall be removed by Contractor as part of the clearing and grubbing for the project.
- 4.12 (a) It is Contractor's responsibility to verify survey control points for construction stakeouts. Before the final walkthrough, Contractor shall furnish the Engineer of Record with an as-built survey showing all project improvements. Costs for construction stakeouts and as-built survey are included in the total contract price.
- (b) Any monument within the limits of disturbance is to be protected. If a monument is in danger of damage, Contractor shall notify the Engineer of Record and the County's Engineer.
- 4.13 The exact location of all utilities in the vicinity of construction activities shall be determined by Contractor prior to construction. Contractor shall contact all utility companies through Sunshine State One Call of Florida, Inc. (1-800-432-4770) two business days in advance of beginning construction.
- 4.14 (a) Working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, however, upon the request of Contractor, County Engineer or his/her designee, may consider an alternative to these working hours based on considerations such as the time of year, site, weather, or traffic conditions.
- (b) There shall be no works on holidays for New Year Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Thanksgiving Day & Friday after Thanksgiving, and Christmas Day.
- (c) No works are allowed for days with Special Events.
- (d) No night work shall be performed unless adequate lighting is provided and approval given by the Engineer of Record. If the existing lighting is not adequate, Contractor shall be responsible for providing artificial lighting that shall be approved by the Engineer of Record.
- 4.15 It is Contractor's responsibility to establish a staging and storage area for equipment and materials, subject to the County Engineer's approval prior to commencement of construction. If the staging area is outside the County easements, right-of-way, or properties, Contractor is required to obtain a temporary construction staging area permit from Leon County Development Support and Environmental Management Department. Contractor is also responsible to obtain necessary permits required by any other agencies for the staging area.
- 4.16 All conventional type paving equipment used for placing asphalt, both leveling and surface placement, shall be outfitted with electronic devices capable of maintaining uniform cross slope control, joint matching, and leveling of the asphalt mix within the allowable tolerances. Such equipment must be approved by Leon County prior to use.
- 4.17 (a) All quality control testing costs are considered to be incidental and included in the total contract price.
- (b) Leon County shall reserve the right to sample any or all materials to determine whether or not materials meet the required specifications. Failure to meet specifications shall be cause for cancellation of delivery and rejection of materials provided for partial or full payment deduction as determined by the County representative.

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

- 4.18 Contractor shall remove all equipment from the roadway and the shoulder during non-working hours to ensure the least practicable interference with traffic and pedestrians.
- 4.19 At Leon County's discretion, Contractor shall provide a Sheriff's Deputy as needed at his/her hourly rate. The Contractor shall pay the weekly invoice from the Sheriff's Department, and submit the record to the Leon County Public Works Department for reimbursement without any markup cost.
- 4.20 Any monument within the limits of disturbance is to be protected. If a monument is in danger of damage, Contractor shall notify the Engineer of Record and the County's Engineer.
- 4.21 Proposed drainage structures and pipes shown in the plans and profiles shall be constructed to the layout, elevations, and grades as shown in the plans and profiles. Modifications to the proposed layout or elevations shall be approved by the Engineer of Record.
- 4.22 Contractor is responsible for safety of the construction site and shall prohibit public access to the site during construction. The associated costs such as temporary fencing and other necessary measures shall be considered incidental and included in the total contract price.
- 4.23 Contractor shall provide a warranty covering the materials and craftsmanship for the constructed facilities for one year after the County's final acceptance.
- 4.24 Contractor is responsible to water and maintain (mowing and fertilizing) the planted grasses for 60 days after the final walkthrough inspection until the grass is established.
- 4.25 See notes on the construction plans, including but not limited to GENERAL NOTES, for additional details.
- 4.26 The asphalt structural course shall be Superpave SP-12.5.

**5. CONSTRUCTION SEQUENCE**

- 5.1 A construction sequence is provided on the GENERAL NOTES sheet in the construction plans.
- 5.2 Deviations from the construction sequence provided in the plans shall be approved in advance by the Engineer of Record and the County's Engineer.

**6. ATTACHMENTS**

Contractor is to comply with construction related permit requirements. The following permits and other background documentation are provided for the Contractor's use:

Attachment #1	Construction Plans
Attachment #2	Leon County Permit LEM 15-00062
Attachment #3	NFWFMD ERP Verification of Exemption
Attachment #4	EGS December 2012 Geotechnical Investigation Report
Attachment #5	EGS February 2015 Geotechnical Investigation Report
Attachment #6	Leon County Modification to Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010.

**Bid Title: Apalachee Regional Park Access Road Improvements**

**Bid No: BC-12-20-16-11**

**Opening Date: December 20, 2016 at 2:00 PM**

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations



**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 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.

	_____
	(Firm Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name)
ADDRESS	_____
	_____
EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

**BID TOTAL FROM UNIT PRICE SHEET: \_\_\_\_\_**

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 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.



	<u>North Florida Asphalt, Inc.</u>
	(Firm Name)
BY	<u></u>
	(Authorized Representative)
	<u>Angela B. Harrell, Vice-President</u>
	(Printed or Typed Name)
ADDRESS	<u>2908 Plant Street</u>
	<u>Tallahassee, FL 32304</u>
EMAIL ADDRESS	<u>kathy@northfloridaasphalt.com</u>
TELEPHONE	<u>(850) 575-7228</u>
FAX	<u>(850) 575-1835</u>

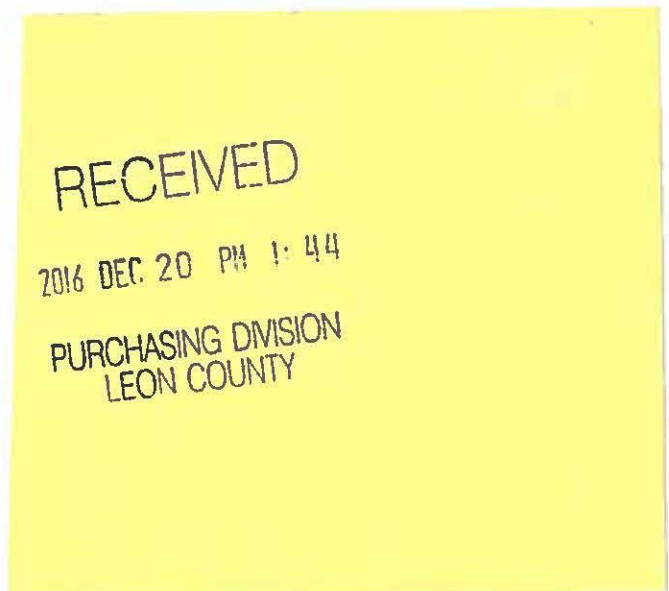
**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

**BID TOTAL FROM UNIT PRICE SHEET: \$ 319,327.15**



**Bid Pricing Sheet: Apalachee Regional Park - Access Road Improvements for Leon County**

10/19/2016

Line No	Pay Item No.	Description	Quantity Units	Quantity	Unit Cost	Cost	Notes
1	101-1	Mobilization	LS	1	\$ 19,000.00	\$ 19,000.00	
2	102-1	Maintenance of Traffic	LS	1	\$ 2,500.00	\$ 2,500.00	Contractor is responsible to develop the MOT Plan.
3	104-10-3	Sediment Barrier - Silt Fence	LF	2,742	\$ 5.00	\$ 13,708.65	Detail B & C of Sheet C-902
3.1	104-10-3.1	Sediment Barrier - Heavy Duty Silt Barrier	LF	158	\$ 7.50	\$ 1,187.03	Detail D of Sheet C-903 & Detail A of Sheet C-903
4	104-15	Soil Tracking Prevention Device	EA	1	\$ 1,500.00	\$ 1,500.00	Detail E of Sheet C-903
5	104-18	Inlet Protection System	EA	4	\$ 250.00	\$ 1,000.00	
6	107-2	Mowing (30-day cycle)	AC	2	\$ 3,000.00	\$ 6,000.00	After performance turf installed; 2 cycles expected
7	110-1-1	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	Including tree removal & disposal
8	LC-01	Tree Arborist Works for Tree Protection, Assessment, Mitigation and Removal	LS	1	\$ 1,800.00	\$ 1,800.00	Including tree assessment, mitigation, removal and compliance reports; including tree trunk protection as needed (Detail B on Sheet C-312)
9	LC-02	Tree Barricades	LF	797	\$ 5.00	\$ 3,985.00	Sheet C-101 & Detail A on Sheet C-312, not covered by Tree Arborist Works
10	120-1	Regular Excavation	CY	2,390	\$ 10.00	\$ 23,900.00	
11	120-6	Embankment	CY	755	\$ 10.00	\$ 7,550.00	
12	160-4	Type B Stabilization, LBR 40	SY	6,245	\$ 3.00	\$ 18,735.00	12" (min.) thick
13	285-704	Optional Base, Base Group 4	SY	5,000	\$ 8.00	\$ 40,000.00	6" limerock, LBR 100
14	334-1-13	Asphalt Structural Course, Superpave SP-12.5	TN	370	\$ 120.00	\$ 44,400.00	3" thick
15	337-7-54	Friction Course, FC-9.5	TN	123	\$ 120.00	\$ 14,760.00	1" thick
16	350-4-13	Reinforced Cement Concrete Pavement, 12" Thick (Raveling Strips)	SY	6	\$ 350.00	\$ 2,216.67	Including rebars
17	425-1-521	Inlets, DT BOT, Type C, <10'	EA	3	\$ 3,165.00	\$ 9,495.00	Including concrete grout for blind corners; FDOT Index #232
18	425-1-554	Inlets, DT BOT, Type E, <10'	EA	1	\$ 5,695.00	\$ 5,695.00	Including concrete grout for blind corners; FDOT Index #232
19	425-3-61	Junction Box, J-7, <10', ALT. B, 4'X4', 2-Piece Cover	EA	2	\$ 8,225.00	\$ 16,450.00	FDOT Index #200, #201; Manhole with Type I cast iron frame & round riser
20	430-175-118	18" Round Pipe Culvert, RCP	LF	350	\$ 65.00	\$ 22,750.00	TV inspection included
21	430-982-125	Mitered End Sect, RCP, 18" CD	EA	3	\$ 2,310.00	\$ 6,930.00	
22	530-3-4	Riprap-Rubble, F&I, Ditch Lining, Avg. 15" Dia. Size	TN	50	\$ 80.00	\$ 4,000.00	Including wet grout, filter fabric, 4" gravel layer
23	570-1-1	Performance Turf, Seed & Mulch	SY	4,469	\$ 1.50	\$ 6,704.17	watering included until establishment (60 days)
24	570-1-2	Performance Turf, Sod	SY	5,211	\$ 3.85	\$ 20,060.64	watering included until establishment (60 days)
25	LC-03	As-Built Survey & Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00	Auto CAD files included
<b>Note 1.</b>		All quantities in LF, SF, SY, CF & CY are based on in-situ dimensions and calculations. If Contractor does not agree with bid quantities, Contractor is required to notify the project owner for discussion to reach agreement before construction per Sec. 4-3.2 of FDOT Standard Specifications.					

**Project Total \$ 319,327.15**

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 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: North Florida Asphalt, Inc.

Signature: [Handwritten Signature] Title: Vice-President

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 20th day of December 2016

Personally known X

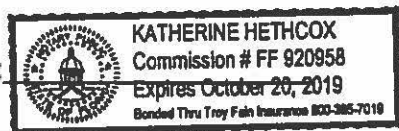
OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

[Handwritten Signature]  
NOTARY PUBLIC

Notary Public - State of Florida

My commission expires:



\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

**MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

**Respondent:** North Florida Asphalt, 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:

A Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.**

**SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION**

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

**SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify **all** of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as A 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 B 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

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-20-16-11**  
**Opening Date: December 20, 2016 at 2:00 PM**

subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential MWBE subcontractors seeking participation.
- f. Allowed potential MWBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

---

---

---

- 2. Prime contractors will negotiate in good faith with interested MWSBE:s, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE:s seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**PARTICIPATION PLAN FORM continued on following pages.**

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-15-16-11**  
**Opening Date: December 15, 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) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a.A-Minority Construction, LLC	2404 Monticello Dr. Tallahassee, FL 32303	(850) 385-7266	B	\$ 54,400.00	Stourndrain
b.Bannerman Landscape	2931 Kerry Forest Pkwy Suite 102 Tallahassee, FL 32309	(850) 668-1189	F	\$ 29,000.00	Seed & Sod Silt Fence Tree Barricades
c.					
d.					
e.					
f.					
Total Bid Amount \$ 319,327.15		Total MWBE Participation \$ 83,400.00			MBE Participation % 17 WBE Participation % 9.1 (MBE or WBE Participation \$83,400.00 Total Bid \$) 319,327.15
<sup>1</sup> <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <u>Ethnic Group</u> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

**SECTION 4 - NON-MWBE SUBCONTRACTORS**

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. AAA Tree Experts	3601-1 North Monroe Street Tallahassee, FL 32303	(850)385-3319	\$ 1,200.00	Tree Arborist Work
b. Meridian Surveying & Mapping, Inc.	3201 Shamrock St. South, Suite 101 Tallahassee, FL 32309	(850)668-7641	\$ 6,500.00	As-Built Survey Construction Stakeout
c.				
d.				
e.				
f.				
g.				
h.				
i.				



**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-15-16-11**  
**Opening Date: December 15, 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.)

  X   This firm complies fully with the above requirements.

       This firm does not have a drug free work place program at this time.



\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Title

\_\_\_\_\_  
December 19, 2016

\_\_\_\_\_  
Date



**Bid Title: Apalachee Regional Park Access Road Improvements**

**Bid No: BC-12-15-16-11**

**Opening Date: December 15, 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 the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers= Compensation and Employers Liability

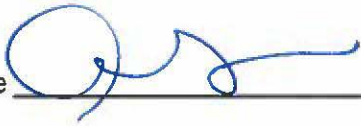
Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Workers Compensation & Employers Liability.

Please mark the appropriate box:

Coverage is in place  Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Angela B. Harrell  
                    Typed or Printed

Signature 

Date December 20, 2016

Title Vice-President  
(Company Risk Manager or Manager with Risk Authority)

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-15-16-11**  
**Opening Date: December 15, 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

**Vice-President**  
\_\_\_\_\_  
Title

**North Florida Asphalt, Inc.**  
\_\_\_\_\_  
Contractor/Firm  
2908 Plant Street  
Tallahassee, FL 32304  
\_\_\_\_\_  
Address

**Bid Title: Apalachee Regional Park Access Road Improvements**  
**Bid No: BC-12-15-16-11**  
**Opening Date: December 15, 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: <u>North Florida Asphalt, Inc.</u>	
Current Local Address: <u>2908 Plant Street Tallahassee, FL 32304</u>	Phone: <u>(850) 575-7228</u> Fax: <u>(850) 575-1835</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address: <u>12 years</u>	
Home Office Address: <u>same as above</u>	Phone: Fax:

[Signature]  
Signature of Authorized Representative

December 20, 2016  
Date

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 20th day of December, 2016  
 By Angela B. Harrell, Vice-President of North Florida Asphalt, Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
 a Florida Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
 or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary  
Katherine Hethcox  
Print, Type or Stamp Name of Notary  
 \_\_\_\_\_  
Title or Rank  
 \_\_\_\_\_  
Serial Number, If Any

Return Completed form with supporting documents to:  
 Leon County Purchasing Division  
 1800-3 N. Blair Stone Road  
 Tallahassee, Florida 32308



**Bid Title: Apalachee Regional Park Access Road Improvements**

**Bid No: BC-12-20-16-11**

**Opening Date: December 20, 2016 at 2:00 PM**

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- Completed Bid Response Sheet with Manual Signature
- Affidavit Immigration Laws
- Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Certification/Debarment Form
- Applicable Licenses/Registrations



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

January 5, 2016

NORTH FLORIDA ASPHALT, INC.  
2908 PLANT ST  
TALLAHASSEE FL 32304

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 1/31/2017. However, the new application is due 11/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**  
DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, Underground Utilities

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

**Alan D Autry**

Alan Autry, Manager  
Contracts Administration Office

Digitally signed by Alan D Autry  
DN: cn=US, o=Northwest ACEI Business Representative,  
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D  
Autry,  
c=US, email=alan.a@fldot.com, serial=4028729180000  
4776  
Date: 2016.01.05 11:32:11 -0500

AA:cj

[www.dot.state.fl.us](http://www.dot.state.fl.us)



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Attachment #1  
46 of 54

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**HARRELL, ANGELA BATES  
NORTH FLORIDA ASPHALT INC  
4801 OLD BAINBRIDGE ROAD  
TALLAHASSEE FL 32303-7209**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**CUC1224064 ISSUED: 05/21/2014**

**CERT UNDERGROUND & EXCAV CNTR  
HARRELL, ANGELA BATES  
NORTH FLORIDA ASPHALT INC**

**IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2016 L1405210000940**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

<b>LICENSE NUMBER</b>	
CUC1224064	



The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

**HARRELL, ANGELA BATES  
NORTH FLORIDA ASPHALT INC  
4801 OLD BAINBRIDGE ROAD  
TALLAHASSEE FL 32303-7209**



ISSUED: 05/21/2014

DISPLAY AS REQUIRED BY LAW  
Page 264 of 417

SEQ # L1405210000940  
Posted 4:30 p.m. on January 30, 2017





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

NORTH FLORIDA ASPHALT INC  
2908 PLANT ST  
TALLAHASSEE FL 32304

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA ACF 4419010  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
QB38794 05/28/09 080493506  
QUALIFIED BUSINESS ORGANIZATION  
NORTH FLORIDA ASPHALT INC  
(NOT A LICENSE TO PERFORM WORK.  
SEEMS COMPANY TO DO BUSINESS IF  
IT HAS A LICENSED QUALIFIER.)  
IS QUALIFIED under the provisions of ch. 489 vs  
expiration date: AUG 31, 2011 L09052801898

DETACH HERE

AC# 4419010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052801898

DATE	ISSUE NUMBER	LICENSE NBR
05/28/2009	080493506	QB38794

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2011  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)  
NORTH FLORIDA ASPHALT INC  
2908 PLANT ST  
TALLAHASSEE FL 32304

CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

2016-17

**CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE**  
**LOCAL BUSINESS TAX RECEIPT**

Attachment #1

2016-17

**TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2017**

**DBA:** NORTH FLORIDA ASPHALT, INC

**Account Number:** 63520

**Location:** 2908 PLANT ST

**Address:** TALLAHASSEE FL 32304

Type Code	Sub Code	Type Description:
150	J	Contractor - Miscellaneous Sub

**NORTH FLORIDA ASPHALT, INC**  
**TIM HARRELL**

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.)



Most Livable City in America

February 12, 2015

Angie Harrell  
North Florida Asphalt, Inc.  
2908 Plant Street  
Tallahassee, Florida 32304

Dear Ms. Harrell:

The City of Tallahassee has completed its review of your pre-qualification application and is pleased to inform you that your application has been approved. You have been pre-qualified in the following categories, with an unlimited bid threshold:

- Roads/Streets
- Underground Utilities/Excavation

Your pre-qualification status will expire on February 16, 2017. If you wish to remain on our list of pre-qualified bidders, you must re-apply at least 60 days prior to this expiration date.

**PLEASE NOTE: You must maintain a current FDOT Certification of Qualification in order to remain qualified to bid City projects in the Roads/Streets category.**

Thank you for your interest in bidding City of Tallahassee construction projects. We look forward to working with you in the future. If you have any questions or comments regarding this matter, please feel free to call me at (850) 891-8234 or by email [David.Earle@talgov.com](mailto:David.Earle@talgov.com).

Sincerely,

Kenny Wade  
Pre-Qualification Administrator  
Public Works Capital Programs

KW/pbp

cc: [angie@northfloridaasphalt.com](mailto:angie@northfloridaasphalt.com)

CITY HALL  
30 South Adams Street  
Tallahassee, FL 32301-1731  
904-891-0000  
DD: 711 • Talgov.com

ANDREW D. GILLUM  
Mayor

ANITA F. THOMPSON  
City Manager

SCOTT MADDOX  
Commissioner

LEWIS E. SHELLEY  
City Attorney

NANCY MILLER  
Commissioner

JAMES O. COOKE, IV  
City Treasurer-Clerk

CURTIS RICHARDSON  
Commissioner

T. BERT FLETCHER  
City Auditor

GIL D. ZIFFER  
Commissioner

*City of Tallahassee Procurement Services*



# **Local Business Certification**

*Presented to*

*North Florida Asphalt, Inc.*

**In recognition of being approved as a  
Local Business Enterprise (LBE)**

*Presented on 5/6/2011*

*Cathy Davis*

Cathy Davis, Procurement Services  
Manager

*Toni M. Clinton*

Toni Clinton, Local Business  
Coordinator

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Profit Corporation

NORTH FLORIDA ASPHALT, INC.

### Filing Information

Document Number	P95000044911
FEI/EIN Number	59-3327393
Date Filed	06/12/1995
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/26/2010

### Principal Address

2908 PLANT ST  
TALLAHASSEE, FL 32304

Changed: 01/09/2006

### Mailing Address

2908 PLANT ST  
TALLAHASSEE, FL 32304

Changed: 01/09/2006

### Registered Agent Name & Address

DUCHEMIN, CLAIRE A  
1615 VILLAGE SQUARE BLVD #7  
TALLAHASSEE, FL 32309

Name Changed: 07/24/2012

Address Changed: 07/24/2012

### Officer/Director Detail

#### **Name & Address**

Title D

HARRELL, TIMOTHY D  
4801 OLD BAINBRIDGE RD  
TALLAHASSEE, FL 32303

Title VST

HARRELL, ANGELA  
4801 OLD BAINBRIDGE RD.  
TALLAHASSEE, FL 32303

**Annual Reports**

Report Year	Filed Date
2014	01/06/2014
2015	01/07/2015
2016	03/03/2016

**Document Images**

<a href="#"><u>03/03/2016 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/07/2015 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/06/2014 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/18/2013 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>07/24/2012 -- Reg. Agent Change</u></a>	View image in PDF format
<a href="#"><u>01/26/2012 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>12/13/2011 -- Reg. Agent Change</u></a>	View image in PDF format
<a href="#"><u>02/22/2011 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>11/09/2010 -- Reg. Agent Change</u></a>	View image in PDF format
<a href="#"><u>10/26/2010 -- REINSTATEMENT</u></a>	View image in PDF format
<a href="#"><u>01/06/2009 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>03/26/2008 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/09/2007 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/09/2006 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/27/2005 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>02/17/2004 -- Amendment</u></a>	View image in PDF format
<a href="#"><u>02/04/2004 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>01/13/2003 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>04/09/2002 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>04/27/2001 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>04/10/2000 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>04/22/1999 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>05/08/1998 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>05/19/1997 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>05/01/1996 -- ANNUAL REPORT</u></a>	View image in PDF format
<a href="#"><u>06/12/1995 -- DOCUMENTS PRIOR TO 1997</u></a>	View image in PDF format

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**North Florida Asphalt, Inc., 2908 Plant St., Tallahassee, FL 32304**  
as Principal, hereinafter called the Principal, and

**Merchants Bonding Company (Mutual), PO Box 14498, Des Moines, IA 50306**  
a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto

**Leon County Board of County Commissioners, 1800-3 N Blair Stone Road, Tallahassee, FL 32308**  
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

Dollars (\$ \_\_\_\_\_ )

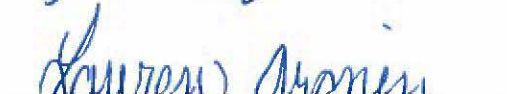
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**Apalachee Regional Park Access Road Improvements**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 material 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 20th day of December, 2016.

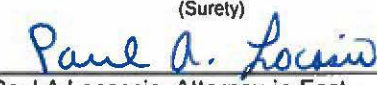
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

**North Florida Asphalt, Inc.**  
(Principal) (Seal)

  
\_\_\_\_\_  
Angela B. Harrell, Vice-President

**Merchants Bonding Company (Mutual)**  
(Surety) (Seal)

  
\_\_\_\_\_  
Paul A Locascio, Attorney-in-Fact  
& Florida Licensed Resident Agent

# 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 H French; Clyde D Hare; K Wayne Walker; L Dale Waldorff; Pamela L Jarman;  
Paul A Locascio; Rebekah G Wolf**

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:

**FIVE MILLION (\$5,000,000.00) 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.

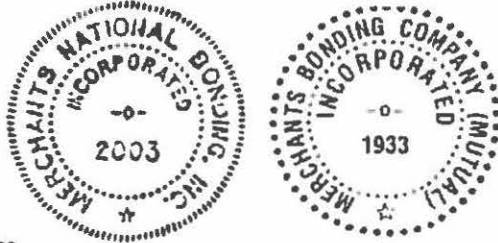
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 30th day of December, 2015.



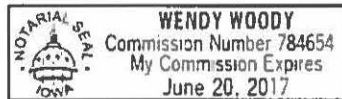
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 30th day of December, 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)

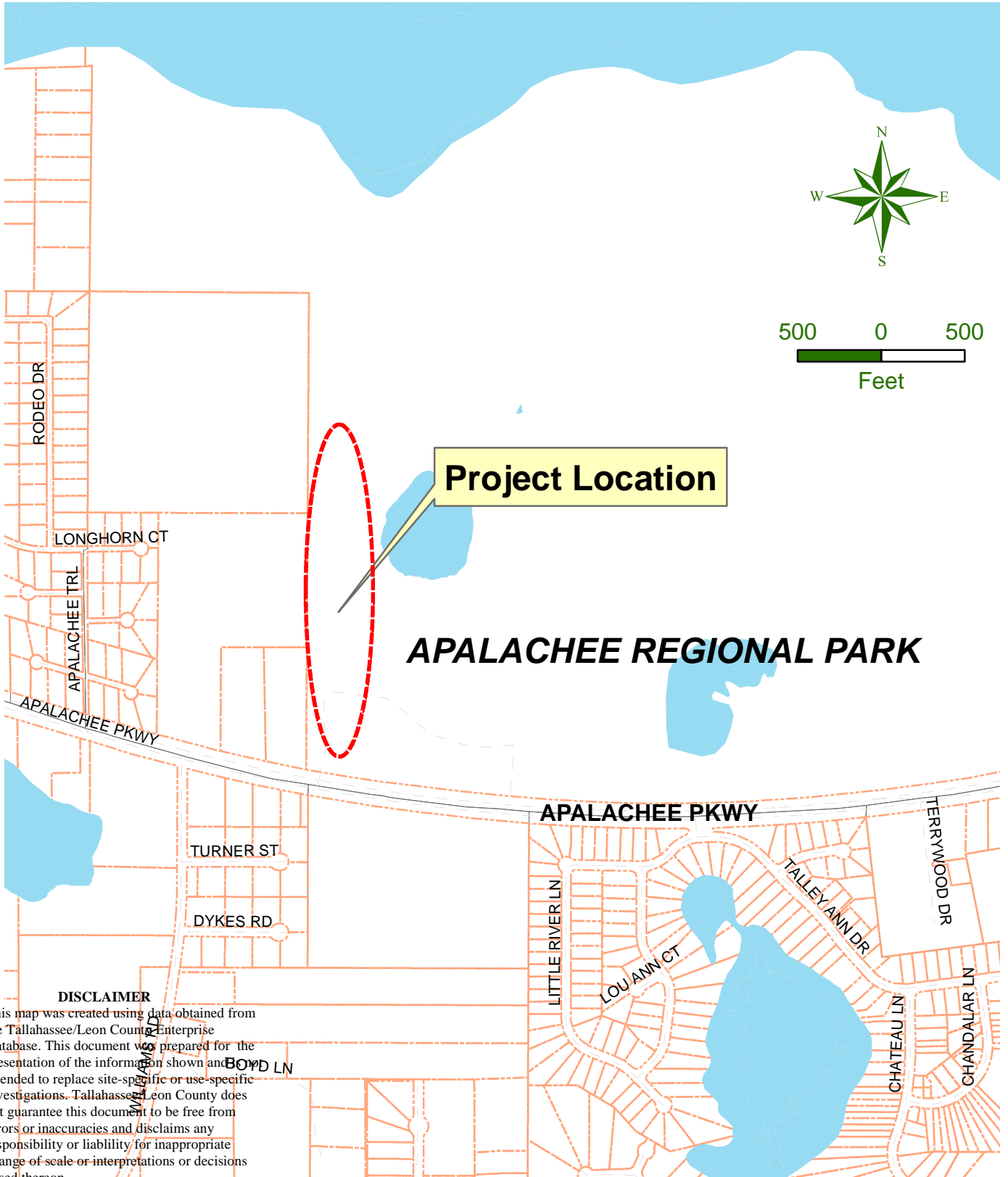
I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of December, 2016.



*William Warner Jr.*  
Secretary





**Project Location**

# APALACHEE REGIONAL PARK

**DISCLAIMER**

This map was created using data obtained from the Tallahassee/Leon County Enterprise Database. This document was prepared for the presentation of the information shown and is not intended to replace site-specific or use-specific investigations. Tallahassee/Leon County does not guarantee this document to be free from errors or inaccuracies and disclaims any responsibility or liability for inappropriate change of scale or interpretations or decisions based thereon.

## Apalachee Regional Park Access Road Improvements Location Map

Page 273 of 417

Posted 4:30 p.m. on January 30, 2017

**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-12-20-16-11**

**Bid Title: Apalachee Regional Park Access Road Improvements**

**Opening Date: Tuesday, December 20, 2016 at 2:00 PM**

Item/Vendor	<i>M of Tallahassee</i>	<i>North Florida Asphalt</i>	<i>C W Roberts</i>
Manual Signature	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Affidavit of Immigration	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
MWBE	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Tie Bid	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Insurance	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Certificate Debarment	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Bond	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Bid Total from Unit price Sheet	<i>\$ 362,402.82</i>	<i>\$ 319,327.15</i>	<i>\$ 325,736.10</i>
No Bid:			

Tabulated By: *Shelley Kelley*

*[Signature]*

**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-12-20-16-11**

**Bid Title: Apalachee Regional Park Access Road Improvements**

**Opening Date: Tuesday, December 20, 2016 at 2:00 PM**

Item/Vendor	<i>Allen's Excavation</i>	<i>Peavy + Sons Construction</i>	
Manual Signature	<i>Yes</i>	<i>Yes</i>	
Affidavit of Immigration	<i>Yes</i>	<i>Yes</i>	
MWBE	<i>Yes</i>	<i>Yes</i>	
Tie Bid	<i>Yes</i>	<i>Yes</i>	
Insurance	<i>Yes</i>	<i>Yes</i>	
Certificate Debarment	<i>Yes</i>	<i>Yes</i>	
Bond	<i>Yes</i>	<i>Yes</i>	
Bid Total from Unit price Sheet	<i>\$ 319,835.32</i>	<i>\$ 348,107.00</i>	
No Bid:			

Tabulated By: *Shelley Kelley*

*[Signature]*

**Bid Pricing Sheet: Apalachee Regional Park - Access Road Improvements for Leon County**

Line No	Pay Item No.	Description	Quantity Units	Quantity	Unit Cost	Cost	Notes
1	101-1	Mobilization	LS	1	\$ 19,000.00	\$ 19,000.00	
2	102-1	Maintenance of Traffic	LS	1	\$ 2,500.00	\$ 2,500.00	Contractor is responsible to develop the MOT Plan.
3	104-10-3	Sediment Barrier - Silt Fence	LF	2,742	\$ 5.00	\$ 13,708.65	Detail B & C of Sheet C-902
3.1	104-10-3.1	Sediment Barrier - Heavy Duty Silt Barrier	LF	158	\$ 7.50	\$ 1,187.03	Detail D of Sheet C-903 & Detail A of Sheet C-903
4	104-15	Soil Tracking Prevention Device	EA	1	\$ 1,500.00	\$ 1,500.00	Detail E of Sheet C-903
5	104-18	Inlet Protection System	EA	4	\$ 250.00	\$ 1,000.00	
6	107-2	Mowing (30-day cycle)	AC	2	\$ 3,000.00	\$ 6,000.00	After performance turf installed; 2 cycles expected
7	110-1-1	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	Including tree removal & disposal
8	LC-01	Tree Arborist Works for Tree Protection, Assessment, Mitigation and Removal	LS	1	\$ 1,800.00	\$ 1,800.00	Including tree assessment, mitigation, removal and compliance reports; including tree trunk protection as needed (Detail B on Sheet C-312)
9	LC-02	Tree Barricades	LF	797	\$ 5.00	\$ 3,985.00	Sheet C-101 & Detail A on Sheet C-312, not covered by Tree Arborist Works
10	120-1	Regular Excavation	CY	2,390	\$ 10.00	\$ 23,900.00	
11	120-6	Embankment	CY	755	\$ 10.00	\$ 7,550.00	
12	160-4	Type B Stabilization, LBR 40	SY	6,245	\$ 3.00	\$ 18,735.00	12" (min.) thick
13	285-704	Optional Base, Base Group 4	SY	5,000	\$ 8.00	\$ 40,000.00	6" limerock, LBR 100
14	334-1-13	Asphalt Structural Course, Superpave SP-12.5	TN	370	\$ 120.00	\$ 44,400.00	3" thick
15	337-7-54	Friction Course, FC-9.5	TN	123	\$ 120.00	\$ 14,760.00	1" thick
16	350-4-13	Reinforced Cement Concrete Pavement, 12" Thick (Raveling Strips)	SY	6	\$ 350.00	\$ 2,216.67	Including rebars
17	425-1-521	Inlets, DT BOT, Type C, <10'	EA	3	\$ 3,165.00	\$ 9,495.00	Including concrete grout for blind corners; FDOT Index #232
18	425-1-554	Inlets, DT BOT, Type E, <10'	EA	1	\$ 5,695.00	\$ 5,695.00	Including concrete grout for blind corners; FDOT Index #232
19	425-3-61	Junction Box, J-7, <10', ALT. B, 4'X4', 2-Piece Cover	EA	2	\$ 8,225.00	\$ 16,450.00	FDOT Index #200, #201; Manhole with Type I cast iron frame & round riser
20	430-175-118	18" Round Pipe Culvert, RCP	LF	350	\$ 65.00	\$ 22,750.00	TV inspection included
21	430-982-125	Mitered End Sect, RCP, 18" CD	EA	3	\$ 2,310.00	\$ 6,930.00	
22	530-3-4	Riprap-Rubble, F&I, Ditch Lining, Avg. 15" Dia. Size	TN	50	\$ 80.00	\$ 4,000.00	Including wet grout, filter fabric, 4" gravel layer
23	570-1-1	Performance Turf, Seed & Mulch	SY	4,469	\$ 1.50	\$ 6,704.17	watering included until establishment (60 days)
24	570-1-2	Performance Turf, Sod	SY	5,211	\$ 3.85	\$ 20,060.64	watering included until establishment (60 days)
25	LC-03	As-Built Survey & Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00	Auto CAD files included

**Note 1.**

All quantities in LF, SF, SY, CF & CY are based on in-situ dimensions and calculations. If Contractor does not agree with bid quantities, Contractor is required to notify the project owner for discussion to reach agreement before construction per Sec. 4-3.2 of FDOT Standard Specifications.

**Project Total \$ 319,327.15**

# BOARD OF COUNTY COMMISSIONERS

## *Inter-Office Memorandum*

Date: January 5, 2017

To: George Su, Senior Design Engineer  
Engineering Services Division - Department of Public Works

From: Darryl Jones, Deputy Director  
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Apalachee Regional Park Access Road Improvements (BC-12-20-16-11)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of five bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Apalachee Regional Park Access Road Improvements project.

The submitted MWBE Participation Plans for each bidder are as follows:

**Allen’s Excavation, Inc.** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen’s Excavation, Inc.** intends to utilize on this project.

Total Bid Amount	\$319,835.32				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Gaines and Sons Striping	African American Male	City of Tallahassee	Maintenance of Traffic/Asphalt Patching	\$54,372	17.0%
DeLacy Farm Sod	Non-Minority Female	City of Tallahassee	Sodding, Seed and Mulch	\$16,194	5.1%
Hale Contracting	Non-Minority Female	City of Tallahassee	Trucking	\$2,592	0.8%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Erosion Control and Arborist Services	\$10,000	3.1%
<b>Total MWBE Dollars</b>					\$83,158
<b>Total MWBE Utilization Percentage</b>					26.0%

**North Florida Asphalt, Inc.** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$319,327.15</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
A Minority Construction	African American Male	Leon County	Storm drain	\$54,400	17.0%
Bannerman Landscape	Non-Minority Female	City of Tallahassee	Seed/Sod, Sit Fence, Tree Barricades	\$29,000	9.0%
<b>Total MWBE Dollars</b>					\$83,400
<b>Total MWBE Utilization Percentage</b>					27.0%

**M of Tallahassee, Inc.** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **M of Tallahassee, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$362,402.82</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
Florida Developers, Inc.	African American Male	City of Tallahassee	Mowing, Trucking, Silt Fence	\$62,000	17.1%
Delacy Farm Sod	Non-Minority Female	City of Tallahassee	Sod, Seed, and Mulch	\$11,000	3.0%
Hale Contracting, Inc	Non-Minority Female	City of Tallahassee	Trucking, Concrete	\$22,000	6.0
<b>Total MWBE Dollars</b>					\$95,000
<b>Total MWBE Utilization Percentage</b>					26.0%

**C.W. Roberts Contracting, Inc.** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **C.W. Roberts Contracting, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$325,736.10</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
A Minority Construction	African American Male	Leon County	Storm drainage and Grassing	\$55,375.14	17.0%
Hale Contracting, Inc.	Non-Minority Female	City of Tallahassee	Hauling	\$29,316.25	9.0%
<b>Total MWBE Dollars</b>					\$84,691.39
<b>Total MWBE Utilization Percentage</b>					26.0%

**Peavy & Son Construction Co., Inc.** exceeded the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Peavy & Son Construction Co., Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$348,167.00</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
Gaines and Sons Striping	African American Male	City of Tallahassee	Maint. of Traffic, Erosion Control, Concrete	\$60,000	17.2%
Moore Bass Consulting	Non-Minority Female	City of Tallahassee	Survey and Asbuilts	\$12,000	3.4%
Nova Materials	Non-Minority Female	City of Tallahassee	Asphalt Supply	\$9,000	2.6%
DeLacy Farm Sod	Non-Minority Female	City of Tallahassee	Grassing	\$16,000	4.6%
<b>Total MWBE Dollars</b>					<b>\$97,090</b>
<b>Total MWBE Utilization Percentage</b>					<b>27.8%</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Adoption of Proposed New Policy, “Street Lighting Eligibility Criteria and Implementation” and Consideration of Proposed Street Lighting Ordinance

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works Scott Ross, Director, Office of Financial Stewardship Robert Mills, Assistant Public Works Director
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director, Engineering Services Roshanda Bradley, Assistant to the Public Works Director Tim Barden, Budget Manager Jennifer Donald, Management and Budget Analyst

**Fiscal Impact:**

This item has a fiscal impact. Initial capital improvement funding for street light installation at County intersections was established at \$125,000 a year. Additionally, annual operating costs for utilities are estimated at \$10,000 each year and will grow a like amount each year as additional projects are completed. These costs will be addressed in the Operations Division’s annual operating budget.

**Staff Recommendation:**

- Option #1: Adopt the proposed Policy, “Street Lighting Eligibility Criteria and Implementation” (Attachment #1).
- Option #2: Accept staff’s update on the current street lighting options available to residents of the unincorporated area and take no further action.

## **Report and Discussion**

### **Background:**

During the April 26, 2016 Budget Workshop, the Board directed 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 operating expenses of \$10,000 as part of the FY2017 budget development.

At that workshop, the Board also requested staff to develop program parameters and a draft ordinance that provides neighborhoods the ability to establish street lighting districts to be supported through a special assessment or dedicated municipal services taxing unit (MSTU). The ordinance would be an alternative to the existing approach of homeowner associations contracting directly with the current utility providers, the City of Tallahassee and Talquin Electric.

### **Analysis:**

Over the past several years, the County has seen a continued rise in citizen requests for street lights in unincorporated areas. The requests generally are either for neighborhood lighting or for intersections and other roadway segments. For neighborhood lighting, Talquin and the City of Tallahassee provide programs which are detailed later in this analysis. For roadway lighting, the County has historically not provided street lighting as a service for the unincorporated area. Given the rural character of much of the unincorporated area, the lack of street lights is often not seen as a detriment, but rather part of a rural lifestyle. Given these unique characteristics, the provision of street lighting would not be appropriate everywhere in the unincorporated area. Given the desire to maintain the rural character for much of the unincorporated area and recognizing the urbanization inside the Urban Service Area (USA), staff is recommending that the policy apply to roadways inside the USA.

The purpose of the policy (Attachment #1) is to maximize the benefit of the County’s limited resources, by enhancing public safety through increased visibility for both drivers and pedestrians. Utilizing this criteria, Public Works engineering staff will annually identify a number of recommended lighting projects for the Board’s consideration during the annual budget process to be funded through the dedicated capital project. During the year, other issues may arise at unlit intersections or high traffic areas that warrant an analysis to determine if street lights may be warranted. In order to address these issues, a portion of the capital project budget will be unallocated and available to fund one or two street lighting projects, subject to the criteria outline in the policy. When street lighting projects involve the intersection of a State and County road, staff will request Florida Department of Transportation (FDOT) participation in funding the street lights for the state road portion of the project; however, participation will not be required for the project to be completed.

*Evaluation Criteria:*

The following criteria are proposed to be utilized to evaluate and prioritize street light installations, subject to the availability of funds. The policy places a greater emphasis on nighttime crash rates and the presence of pedestrian cross walks and sidewalks over the other criteria. However, the policy is written to provide engineering staff broad discretion in developing the annual list.

- Nighttime crash rate in the previous five years
- Intersections in the unincorporated area with a County road intersecting a County road
- Intersections in the unincorporated area with a County road intersecting a State road
- Presence of Sidewalk or Pedestrian Walk Trail
- Vehicular Traffic Volume (ADT-Average Daily Traffic)
- Presence of Pedestrian Crosswalk
- Number of Vehicular Travel Lanes
- Posted Speed Limits
- Road Geometry
- Sight Distance
- Future Land Use Classifications & Zoning Districts
- Geographic Diversity
- Located inside the Urban Service Area (USA)
- Engineering Study following the Federal and State Guidelines for Traffic Safety Enhancements with Street Lights

These criteria will be used for data collection and analysis to develop the project list for each year. Staff's initial analysis identified six intersections (bulleted below) for implementation during the current fiscal year.

*FY2017 Proposed Intersections to Receive Street Lighting:*

- Fred George Road at North Monroe Street
- Bannerman Road/Bradfordville Road at Thomasville Road
- Sessions Road and U.S. 27 North
- Nina Road and Blountstown Highway
- U.S. 27 North and Perkins/Faulk
- Walden Road and Mahan Drive
- Flexible funding of \$20,000 to address unanticipated issue(s)

Based on the pedestrian volume, road geometry, functional classifications of the roads, and other safety factors, the street lights will be installed to illuminate the four quadrants at the intersection and up to three street lights on road segments approaching the intersection as necessary. For street lights installed on state roads, FDOT will assume the maintenance costs.

While evaluating possible projects for street lights, staff identified a number of additional intersections involving a number of state roads (following bulleted list). In discussions with FDOT, the state has indicated that over the next three years the state intends to complete the following projects. The state will fully fund the installation of the street lights; the County would be responsible for the on-going maintenance cost of street lights installed on County roadways.

*FDOT Funded Intersections to Receive Street Lighting*

- Lagniappe Way and Mahan Drive
- Buck Lake Road and Highway 90
- Capital Circle and Springhill Road
- Crawfordville Highway and Shelfer Road
- Woodville Highway and Ross Road
- Capital Circle and Crawfordville Highway
- Capital Circle and Woodville Highway

For next fiscal year, staff will provide the Board recommended street lighting projects for consideration as part of the FY2018 Budget Workshops.

*Neighborhood Street Lighting Options:*

Neighborhood street lighting is currently provided in the unincorporated area by Talquin and the City of Tallahassee. Street lighting is provided when either an individual or neighborhood association agrees to pay directly to the utility provider for the cost of the service.

Both utilities have street lighting programs that provide a number of options to individual homeowners. The GIS map (Attachment #2) shows the number of unincorporated area subdivisions that currently have street lighting provided by either Talquin or the City of Tallahassee. Talquin requires that 100% of the subdivisions property owners pay for the street lights. In the City's program, a homeowners association or single property owner responsible for payment is required. Individual homeowners that wish to have a street light or outdoor lighting for their property can work directly with their respective utility. The cost for the street light is incurred by the property owner. A brief overview of both programs is as follows:

*Talquin*

There are more than 90 subdivisions served by Talquin Electric with street lights. There are 4,342 individual street lights at a cost of \$10.25 per month and 12,469 households served by neighborhood street lights (\$2 per month per residence). Talquin currently requires 100% participation of households in a subdivision to install, operate, and maintain the street lighting and related equipment for the entire subdivision. Talquin will install one light per five lots and any line extension capital cost is required to be paid in advance by the subdivision. For this service each house is charged \$2.00 per month.

*City of Tallahassee*

The City has approximately 229 accounts serving subdivisions and individual homeowners; in total 12,621 households are serviced by street lights in the unincorporated area of Leon County. The City does not currently require a specific level of participation from homeowners in a subdivision to install streetlights. However, a homeowners association or an individual is required to establish an account with the City for billing purposes.

*Draft Ordinance*

To address street lighting in subdivisions currently not served through individual agreements with Talquin or the City, a draft street lighting ordinance is offered for Board consideration (Attachment #3). This ordinance addresses improvements which include, but are not limited to, street lighting design, permit, and construction of new poles, luminaries, electric wire, and any items and work associated therewith, or any combination thereof.

The County's suggested participation threshold in the ordinance for street lighting improvements is not less than 75% of the parcels abutting on any road. Should the Board pursue an ordinance, the County would become the billing agent for subdivisions where 100% participation cannot be achieved. If 100% participation can be achieved, the residents can work directly with Talquin or the City for the light installations.

In addition, like the County's private road paving program, the County would need to provide the initial capital project costs required to install the street lighting system. The utility providers do not cover the upfront costs for the installation of a street lighting system. There could also be additional requirements or agreements with the utility providers that would need to be addressed should the ordinance be approved. Funding for the installation of street lights in these neighborhoods could be secured through an assessment on the homeowner's property or through a Municipal Tax Service Unit (MSTU).

Since both the City of Tallahassee and Talquin have programs in place to address street lighting in subdivisions in the unincorporated area, staff is not recommending implementing a street lighting ordinance. Staff is recommending providing an increased awareness campaign of the existing street lighting programs that are offered by the City and Talquin. This could be done by promoting these programs through the Council of Neighborhood Associations, on the County's Public Works webpage, and other County media outlets.

Currently, most citizen concerns regarding street lighting pertain to the lack of lights at intersections in the unincorporated area. These concerns will be addressed by the implementation of the proposed policy. If future issues arise regarding neighborhood street lighting that cannot be addressed through the current utility providers, staff could bring back an ordinance addressing these concerns at a later date.

**Options:**

1. Adopt the proposed Policy, “Street Lighting Eligibility Criteria and Implementation” (Attachment #1).
2. Accept staff’s update on the current street lighting options available to residents of the unincorporated area and take no further action.
3. Schedule a public hearing regarding the proposed Street Lighting Ordinance (Attachment #3).
4. Board direction.

**Recommendation:**

Options #1 & #2.

**Attachments:**

1. Proposed Policy, “Street Lighting Eligibility Criteria and Implementation”
2. Talquin/City of Tallahassee Street Light Coverage GIS Map
3. Proposed Street Lighting Ordinance No. 2017-\_\_\_

## Board of County Commissioners Leon County, Florida

### Policy No. 17-XX

Title: Street Lighting Eligibility Criteria and Implementation

Date Adopted: February 7, 2017

Effective Date: February 7, 2017

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 "Street Lighting Eligibility Criteria and Implementation" to wit:

- A. Street Lighting Project List - Staff shall evaluate new street light installations proposed within the unincorporated area of Leon County in accordance with the provisions of this Policy. The County Administrator shall approve a Street Lighting Project List, on not less than an annual basis. Proposed new street lights that are to be located outside the Urban Services Area or that are to be located on intersections and road segments inside subdivisions, are not eligible for inclusion on the Street Lighting Project List, unless the Board approves an exception. The order by which installation occurs on specific projects shall be determined upon physical, design/permitting, and funding considerations.
- B. Criteria: The following criteria shall be utilized to evaluate proposed street lights at intersections or road segments in the unincorporated area:
1. Nighttime crash rate in the previous five years
  2. Intersections in the unincorporated area with a County Road intersecting a County Road
  3. Intersections in the unincorporated area with a County Road intersecting a State Road
  4. Presence of sidewalk or pedestrian walk trail
  5. Vehicular Traffic Volume (ADT)
  6. Presence of Pedestrian Crosswalk
  7. Number of Vehicular Travel Lanes
  8. Posted Speed limits
  9. Road Geometry
  10. Sight Distance

11. Future Land Use Classifications, and Zoning Districts
12. Geographic Diversity
13. Located inside the Urban Service Area (USA)
14. Engineering Study following the Federal and State Guidelines for Traffic Safety Enhancements with Street Lights

The criteria will be used for data collection and analysis in the development of the Street Lighting Project List.

C. Evaluation Prioritization: Street lighting projects will be prioritized utilizing the criteria set forth in Table 1 below and utilized by staff to develop a Street Lighting Project List. The evaluation criteria are not prioritized, except for nighttime crash rates, which may be used as a weighted factor for the street light installation priority ranking. When nighttime crash rates between projects are equal, the presence of pedestrian cross walk and sidewalk/pedestrian walk trail shall be the next prioritized criteria. An engineering study may be warranted to determine the priority of the street light installation at the intersections when not all criteria are met. Projects shall be evaluated to ensure geographic diversity across the County when all other safety related criteria are considered. Notwithstanding the above, staff shall have broad discretion in the development an annual Street Lighting Project List for the Administrator’s consideration.

<b>Table 1: Intersection and Road Segment Street Lighting Evaluation Criteria</b>	
1	Nighttime Crash Rates
2	Ownership and Maintenance Responsibility
3	Engineering Study Results
4	Presence of Pedestrian Crosswalk and Sidewalk
5	Geographic Diversity
6	Vehicular Traffic Volume
7	Number of Travel Lanes
8	Posted Speed Limits
9	Road Geometry
10	Sight Distance
11	Future Land Use Classification



**Street Lighting Eligibility Criteria and Implementation**  
**Policy No. 17-XX**

---

12	Zoning Districts
13	Pedestrian Volume

- D. Installation of Street Lighting Projects: Public Works staff will request Florida Department of Transportation's participation in street light installation where one of the intersecting roads is a State maintained road. When a joint County/City Capital Improvement Project encompasses a portion of the unincorporated area, street lights in the unincorporated area may be installed and funded as part of the County Street Lighting program. Only projects on the Street Lighting Project List will be approved for installation, and shall be subject to annual appropriation by the Board. A street lighting project status report will be presented to the Board annually.
- E. Funding: Initial capital improvement funding for street light installation has been established at \$125,000 a year. Initial annual operating costs for utilities have been estimated at \$10,000 a year. The annual operating costs are anticipated to increase each year as additional projects are completed. The operating cost will be adjusted on an annual basis based on the then effective utility rates. All installation and operational costs are subject to annual appropriation by the Board.

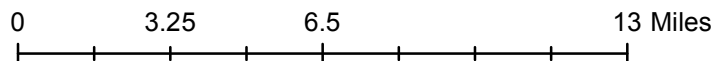
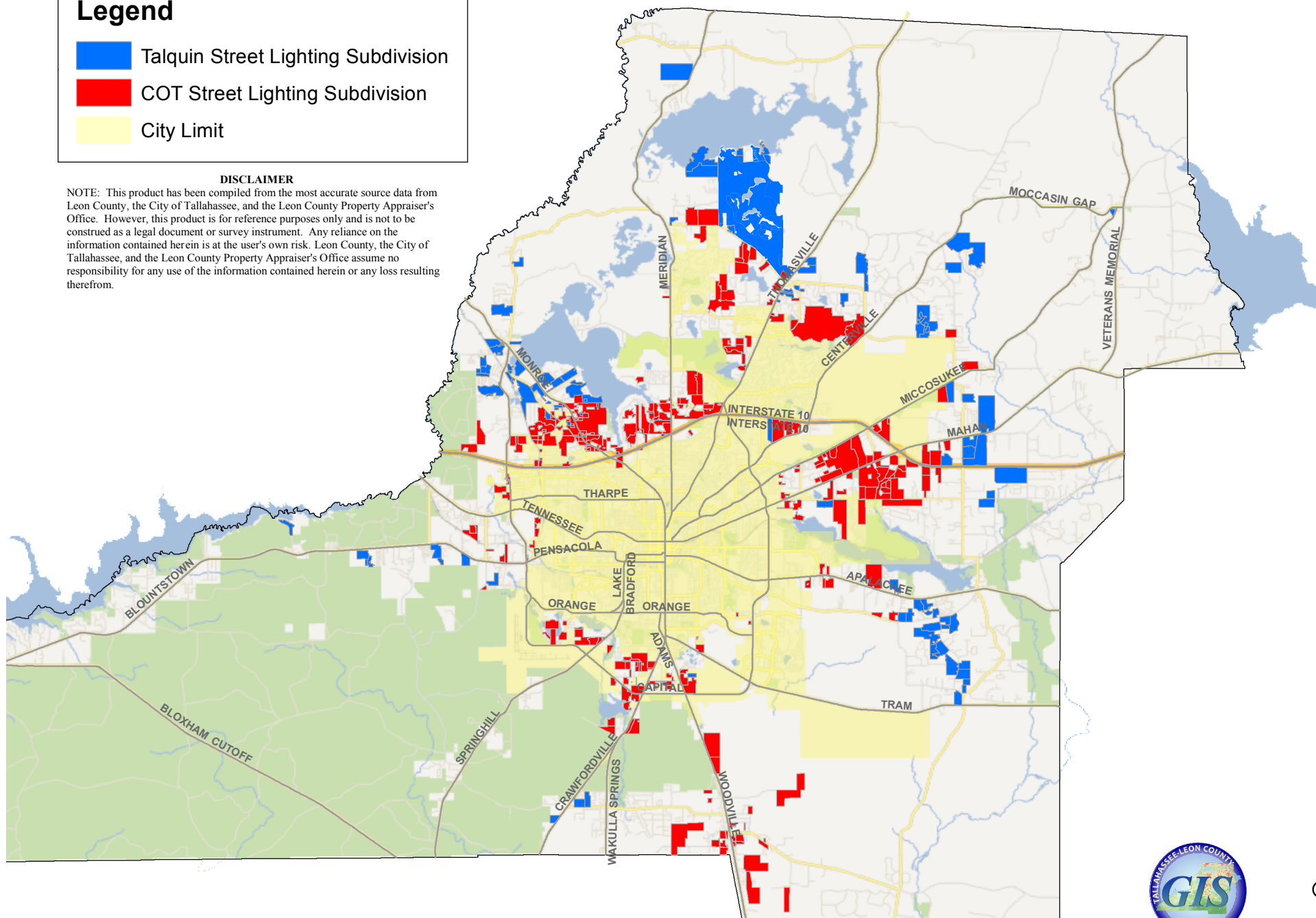
DRAFT

### Legend

- Talquin Street Lighting Subdivision
- COT Street Lighting Subdivision
- City Limit

#### DISCLAIMER

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.





1 its validity, and shall make it reasonably certain that such title will not be called into question in  
2 the future so as to subject the county to litigation with regard thereto.

3 *Owner* shall mean any part owner, joint owner, tenant in common, tenant in partnership,  
4 joint tenant, or tenant by the entirety, of the whole or a part of parcel.

5 *Parcel* shall mean any piece of real property in the unincorporated area of the county that  
6 has a single parcel identification number assigned to it by the county property appraiser;  
7 provided, however, that if such parcel identification number is associated with multiple pieces of  
8 real property as depicted on the cadastral map maintained by the county property appraiser, each  
9 one of such multiple pieces shall be deemed to be a separate parcel unless otherwise determined  
10 by county staff.

11 *Request for street lighting improvements* shall mean a written request, in a form approved  
12 by the county, properly executed by the requisite number of parcel owners requesting the Board  
13 to consider making street lighting improvements abutting their parcels. A request for street  
14 lighting improvements shall provide the name and contact information of a designated  
15 representative of such parcel owners, describe the proposed street lighting improvements,  
16 identify all of the parcels that abut the proposed street lighting improvements, and contain a clear  
17 and plain statement that the parcel owners, by executing such request, acknowledge that the  
18 conveyance to the county of any right-of-way needed for the street lighting improvements shall  
19 be by donation.

20 *Right-of-way* shall mean land in which the county owns the fee or has an easement  
21 devoted to or required for use in constructing and maintaining a road.

22 *Street lighting improvements* shall mean any improvements to street lighting undertaken  
23 by the Board including, but not limited to, street lighting design, permit, and construction of the

1 new poles, luminaires, electric wire, and any items and work associated therewith, or any  
2 combination thereof.

3 **Sec. 16-91. Request for street lighting improvements.**

4 Upon receipt by the county of a request for street lighting improvements from the owners  
5 of not less than seventy-five percent (75%) of the parcels abutting on any road, or any  
6 continuous portion thereof, or any group of roads, the Board shall, in accordance with  
7 requirements in this article, consider the request for street lighting improvements at a public  
8 hearing during a regular meeting of the Board.

9 The request for street lighting improvements shall contain in a clear and plain statement  
10 the requirement that any right-of-way needed for the street lighting improvements shall be  
11 conveyed to the county by donation.

12 **Sec. 16-92. Notice to public; public hearing; resolution.**

13 Prior to the public hearing to consider a request for street lighting improvements, the  
14 Board shall publish a notice in a newspaper of general circulation in the county, stating that at a  
15 regular meeting of the Board on a date and time certain, to be held at least 20 days after the date  
16 of the publication, the Board will conduct a public hearing to hear all interested persons on the  
17 requested street lighting improvements.

18 The notice shall further state in general terms a description of the proposed street lighting  
19 improvements, and the location thereof, the cost estimate thereof, a description of the abutting  
20 parcels against which a service charge, special assessment or tax is proposed to be made, and a  
21 statement that a donation of real property from the owners of such abutting parcels may be  
22 necessary for the county to acquire the right-of-way needed to complete the street lighting  
23 improvements. A copy of the notice shall be mailed by certified mail to the record owners of

1 such abutting parcels at the address shown on the most recent county property appraiser's ad  
2 valorem tax assessment roll, such notice to be mailed at least 20 days prior to the public hearing.

3 At the time designated in the notice, the Board shall hear all interested persons, and may  
4 then or thereafter reject the request for street lighting improvements or, by resolution, approve all  
5 or any part of the requested street lighting improvements and direct that a service charge, special  
6 assessment or tax be imposed upon each of the abutting parcels that derive a special benefit from  
7 the requested street lighting improvements.

8 The resolution shall contain the name of each owner of each parcel upon which the  
9 service charge, special assessment or tax is to be imposed, along with a description of each such  
10 parcel. Such resolution shall also contain Board direction that prohibits the street lighting  
11 improvements from being commenced until the donations of all needed right-of-way have been  
12 obtained, and further that, if such donations cannot be obtained within 180 days after the  
13 documentation identifying the needed right-of-way is provided to the county, the street lighting  
14 improvements project shall be terminated. The burden shall be on the owner, at the owner's  
15 expense, to provide good and marketable title to the needed right-of-way including, but not  
16 limited to, curing any material defects deemed by the county to be unacceptable. The 180-day  
17 deadline for obtaining such donations may be extended for good cause at the discretion of the  
18 county administrator.

19 An executed copy of such resolution shall, no later than ten days after its adoption, be  
20 recorded in the official records of the county in a manner that will allow the discovery of the  
21 resolution through a search of any of the owners' names contained therein. The failure to timely  
22 record the resolution shall not be deemed to invalidate such resolution.

1 **Sec. 16-93. Creation of municipal service taxing or benefit unit; levy and collection of**  
2 **service charges, special assessments, and taxes.**

3 The Board may by ordinance establish, and subsequently merge or abolish, a municipal  
4 service taxing or benefit unit for any part or all of the unincorporated area of the county, within  
5 which may be provided street lighting improvements and related services from funds derived  
6 from service charges, special assessments, or taxes within such unit only.

7 **Sec. 16-94. Donation of right-of-way.**

8 If, to construct the requested street lighting improvements, it is necessary to acquire-right-  
9 of-way, such acquisition shall be by donation to the county.

10 **Sec. 16-95. Provisions cumulative.**

11 This article is declared to provide a supplemental and alternative method of making street  
12 lighting improvements in the unincorporated areas of the county and shall not operate to repeal  
13 any existing law.

14 **Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the  
15 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
16 extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended,  
17 which provisions shall prevail over any parts of this ordinance which are inconsistent, either in  
18 whole or in part, with the said Comprehensive Plan.

19 **Section 3. Severability.** If any provisions or portion of this Ordinance is declared by  
20 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all  
21 remaining provisions and portions of this Ordinance shall remain in full force and effect.

22 **Section 4. Effective Date.** This ordinance shall have effect upon becoming law.





**Leon County  
Board of County Commissioners**

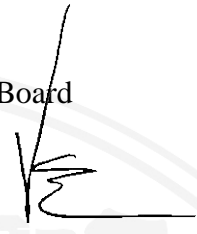
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Authorization to Negotiate an Agreement for Federal Lobbying Services with Squire Patton Boggs

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator Jelani Marks, Management Analyst

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Authorize staff to negotiate an agreement for federal lobbying services with Squire Patton Boggs as described in this item and authorize the County Administrator to execute an agreement in a form approved by the County Attorney.

## **Report and Discussion**

### **Background:**

This item presents a revised approach to Leon County's federal lobbying strategy for the Board's consideration, in accordance with direction provided by the Board at the December 13, 2016 meeting. At that meeting, the Board approved staff's recommendation to reject all bids for federal lobbying services and allow the County's contract with Squire Patton Boggs to expire. This approach was deliberate, with the intention to analyze and re-evaluate the County's federal lobbying strategy amid considerable uncertainty resulting from the 2016 General Election, which coincided with a request for proposals (RFP) for federal lobbying services that was released on September 29, 2016. The motion approved by the Board also directed staff to provide the Board with a status report within 90 days to re-evaluate the federal landscape and consider the possibility of re-engaging with a federal lobbying firm. As indicated in this agenda item, staff has continued discussions with Squire Patton Boggs to strengthen and re-focus the County's lobbying strategy, and Squire Patton Boggs has submitted a new proposal with input from County staff (Attachment #1) that more closely aligns with the current climate in Washington, D.C. Accordingly, this item seeks the Board's authorization to negotiate a contract for federal lobbying services with Squire Patton Boggs.

### **Analysis:**

At the December 13, 2016 meeting, staff presented an agenda item highlighting the uncertainty associated with the 2016 General Election, which resulted in the election of Donald Trump as the 45<sup>th</sup> President of the United States. In that agenda item, staff recommended that the Board allow the County's federal lobbying contract with Squire Patton Boggs to expire, allowing the County to evaluate the new federal legislative and administrative landscape. Since that time, staff has been closely monitoring the post-election environment to determine whether it is in the County's best interest to continue retaining professional lobbying services at the federal level, and if so, how best to engage a federal lobbying firm to optimize our federal strategy and make the County's federal lobbying efforts more effective.

One important consideration highlighted in the December 13, 2016 agenda item is the support that a lobbying firm can provide in seeking federal funding for infrastructure projects. President Trump has pledged to promote a major infrastructure package, which is expected to be released in 2017. Additionally, on January 24, 2017, Senate Democrats released a separate \$1 trillion infrastructure proposal involving roads, bridges, water and sewer infrastructure, and other major infrastructure systems, relying on direct federal spending to fund the proposal. In addition to infrastructure proposals, the House is expected to discuss the restoration of earmarks in the federal budget process later in 2017. Staff believes that re-engaging with a federal lobbying firm with strong connections to the new administration and the 115<sup>th</sup> Congress will best position Leon County to be competitive for federal funding opportunities.

Subsequent to the Board action of December 13, 2016, staff has continued to discuss with Squire Patton Boggs how best to re-evaluate and refine its federal lobbying strategy to maximize results for Leon County. With input from Leon County's legislative affairs staff, representatives from

Squire Patton Boggs have submitted a revised proposal for federal lobbying services (Attachment #1). This approach recommends a hands-on, interactive strategy with additional visits from the County to Washington, D.C. each year, as well as the extension of invitations from the County to federal agency officials to come see projects, programs, and initiatives in Leon County in person. Additionally, the approach incorporates the services of a grant writer on an as-needed basis. Further, because the new administration has drawn much of its leadership from business circles, the proposal recommends that the County engage members of the business community in the advocacy efforts for top County priorities. This revised proposal includes recommendations designed to strengthen the County's federal lobbying strategy by building targeted relationships with federal stakeholders, enhancing our ability to select and develop federal grant proposals, and direct our federal lobbying focus on the County's highest-priority projects and initiatives. The proposal also highlights the significant ties that Squire Patton Boggs' team has with the incoming administration and Congress, including former House Speaker John Boehner, former Senate Majority Leader Trent Lott, former Senator John Breaux, and former Representative Jack Kingston. Of note, Mr. Kingston has been deeply involved in the Presidential campaign and transition. The Squire Patton Boggs team also includes a former U.S. Secretary of Transportation, top U.S. congressional staffers, and numerous agency officials who have served in the federal government and in state and local governments. Staff believes that the proposal submitted by Squire Patton Boggs reflects an enhanced strategy that is closely aligned with the current federal landscape.

Leon County's most recent contract for federal lobbying services with Squire Patton Boggs expired on December 31, 2016. The County has a longstanding relationship with Squire Patton Boggs as the County's contracted federal lobbying firm; the County initially contracted with Squire Patton Boggs in 2002 and the Board subsequently renewed this agreement several times, most recently in September 2015.

As part of its acceptance of the 2016 Florida Legislative Session Final Report on May 24, 2016, the Board directed staff to issue a request for proposals (RFP) for federal lobbying services for the 2017 legislative session. The RFP was released on September 29, 2016 for a 30-day period and the County received five bids to provide the lobbying services described in the RFP. Squire Patton Boggs was the highest-ranked firm responding to the RFP.

Staff recommends that the County enter into a new contract with Squire Patton Boggs with a revised scope of work consistent with the proposal outlined in Attachment #1. The recommendation to retain Squire Patton Boggs under this revised scope of work will best position Leon County to compete for federal funding opportunities through the executive branch, but also through the legislative branch should Congressional earmarks be reinstated in the future. Additionally, retaining federal lobbying services with Squire Patton Boggs under the new administration would enhance the County's ability to track and seek funding opportunities through state agencies in the form of federal pass-through funds or block grants by leveraging the County's relationship with its state lobbying firm. The contracted rate to retain Squire Patton Boggs would be \$100,000 per year, which is the same rate at which the County's federal lobbying contract has remained since 2006. To parallel the County's contract for state legislative

lobbying services, staff recommends that a new contract with Squire Patton Boggs be negotiated for a three-year term with options to renew for two additional years.

**Options:**

1. Authorize staff to negotiate an agreement for federal lobbying services with Squire Patton Boggs as described in this item and authorize the County Administrator to execute an agreement in a form approved by the County Attorney.
2. Do not authorize staff to negotiate an agreement for federal lobbying services with Squire Patton Boggs.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Memo from Squire Patton Boggs dated January 23, 2017

## Memo

Privileged and Confidential

**To:** Leon County Board of Commissioners  
**From:** Squire Patton Boggs  
**Date:** January 23, 2017  
**Subject:** Revised Federal Lobbying Strategy for Leon County

---

Per your request, below please find a revised Squire Patton Boggs federal lobbying strategy for Leon County. We propose a menu of actionable items intended to make the County's federal advocacy effort more efficient, effective and successful. We look forward to engaging with the County to advance your priorities in the coming year.

### **Current Climate in Washington, D. C.**

There are a number of reasons why the County should consider having federal representation at the current time:

**1. Uncertainty and Change.** The Trump Administration and the new 115<sup>th</sup> Congress have a very ambitious agenda for change in the first 100 days which brings a significant amount of uncertainty as to how Executive and Legislative branch actions may meaningfully impact the nation and Leon County specifically. We firmly believe that now more than ever there is a need for representation in Washington, D.C. and that is borne out by an increase in the number of lobbying registrations. Squire Patton Boggs would serve as your "eyes and ears" on the ground in Washington, D.C. and can anticipate and effect changes that will impact the County.

**2. You Want to Be in Line.** From our past experience as one of the premier lobbying firms which has weathered many changes in Administrations, as a new Administration and Congress begin their work, we strongly advise that it is important to be engaged early in the process. For example, if the County wants to be considered for road and highway funding in the anticipated Infrastructure bill, engagement and advocacy needs to begin now, as the bill is being drafted with your delegation, the appropriate committees of jurisdiction and key chairmen. If you are not teeing up the County's priorities for funding and other opportunities in advance, you can be sure you won't be in the final product.

**3. Our Capabilities and Team.** We work with our clients to make sure they are heard, at the right time, by the right people, with the right message in Washington, D.C. We have developed one of the most sophisticated public policy practices of any law firm anywhere in the world to

44 Offices in 21 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.

help public-sector clients. We are proud of our local government expertise and represent more than 40 cities, counties, and public entities before Congress and the Administration. Our local government practice has more than 30 years of continual experience providing federal advocacy services for large-, medium- and small-sized metropolitan areas, and other complex public entities. We have a proven track record of success in positioning our clients for federal grant awards and other resources. Our specialized expertise in the areas of economic development, housing, infrastructure, water, law enforcement, resiliency, and disaster assistance is unparalleled. We also assist local governments in developing export policies and in seeking foreign direct investment.

Our team includes the former Speaker of the U.S. House of Representatives, John Boehner, as well as former U.S. Senate Majority Leader Trent Lott, former U.S. Senator John Breaux and former U.S. Representative Jack Kingston. In addition, our deep bench of advocates includes a former U.S. Secretary of Transportation; top U.S. congressional staffers, and numerous agency officials who have served in the federal government and in state and local governments.

With regard to the incoming Trump Administration specifically, we have several significant ties. As you may have seen on CNN, our Squire Patton Boggs colleague, former Congressman Jack Kingston, has been serving as an official surrogate for the Trump campaign and is now deeply involved in the transition. Several of our colleagues worked with incoming Department of Transportation Secretary Chao during her previous incarnations at the DOT and formerly as Secretary of Labor. In addition, a former staffer to Senator Lott served as the head of the Trump transition team who we continue to work with. Most recently, a former colleague of ours was named Special Assistant to the President, where he will manage a wide portfolio of policy and administration duties. He will be responsible for interactions with the Cabinet, implementation of policy, and also the “white glove” side of the White House, such as state dinners.

**4. Recommended New Approach.** Due to the sweeping agenda proposed by the new Administration and Congress, we are recommending some new approaches to the County’s lobbying contract which have proven successful for our other clients. This approach, explained in further detail below, recommends a hands-on, interactive execution with additional visits from the County to Washington, D.C. each year, as well as the extension of invitations from the County to federal agency officials to come see projects, programs, and initiatives in the County in person. At the County’s request, we have incorporated the services of a grant writer on an as-needed basis. Further, because the new Administration has drawn much of its leadership from business circles, we also recommend that the County engage members of the business community in the advocacy efforts for top County priorities.

## **New Recommendations**

**1. Leon County Visits to Washington, D.C.** We recommend that the County make two trips to Washington, D.C. per year, outside of NACO. Squire Patton Boggs would arrange strategic meetings with federal agency officials who are key to specific Leon County projects (outlined below). We would accompany County elected officials and staff to these meetings in order to provide preparation, talking points and follow up. This recommendation could be satisfied with one trip by County staff and one trip by Commissioners, as the County deems appropriate. The meetings would align with grant opportunities prior to the grants being announced. Additionally, we would arrange for meetings with key federal legislators on a variety of legislative issues of interest to the County.

**2. Invitations to Federal Agencies to Visit Leon County, FL.** We recommend working with the County to extend invitations from Leon County to federal agency officials and Members of Congress to visit the County and tour specific projects for which the County seeks federal funding and/or other assistance. This opportunity provides federal officials with a greater understanding of your projects, and a context for when federal decisions are made either through grant processes or legislatively.

**3. Include Grant Writer.** We have included the capacity for a grant writer in our contract. We have several grant writers with whom we work who could write specific grants for Leon County. We would collaborate with the County and the grant writer and would be very selective and strategic in identifying only high-probability grant opportunities that would be of benefit to the County to pursue.

**4. Work with County's Recipient of Our Grant Notices.** We have a team of individuals that monitor federal funding opportunities for the County on a daily and weekly basis. We send these notifications to the County as soon as they become available, and, in some instances, in advance of when they become available for the general public. For added efficiency and effectiveness, we recommend we also work with the individual at the County, Tim Barden, who has been designated to receive and distribute our regular grant notices.

**5. Focus on High-Priority Projects.** While we would continue to provide the County with federal funding opportunities across the board, our focus would be on high-priority projects that have been identified with staff and are listed below. This list can be flexible as the County's needs and/or as federal opportunities for the County become available. In executing actions around these high-priority projects, we recommend working directly with the point person (Commissioner and staff) for each area. This is a proven method utilized with other clients and one that would provide us with the opportunity to glean necessary project information, as well as the opportunity to prepare those individuals concerning exchanges with Washington, D.C., as appropriate.

**6. Business Community.** We believe that, in the current environment, the County should engage the participation of the Chamber of Commerce and highly visible business community members in advocacy efforts for high priority projects that will affect their employees and bottom line. Collaborating with local business leaders will engage the attention of federal officials and help make the case concerning job creation and retention. Squire Patton Boggs would work with the County to help identify projects where this could be most beneficial.

### **High-Priority Projects**

These projects have been identified by staff as "High-Priority Projects" for Leon County; however, please note that they are in no particular order of priority.

**Capital Circle Southwest.** Approximately \$66 million is needed to finish the Capital Circle Southwest project. We recommend working to position this project for funding for the County in Congress via the anticipated federal Infrastructure Bill, and through continued U.S. Department of Transportation funding opportunities (such as TIGER and FASTLANE grants). This project would be ripe for a U.S. Department of Transportation agency official invitation to visit Leon County prior to grant opportunities/funding avenues being announced.

**Hosting ACE Tour 2018.** As there is significant competition to host an ACE Tour in the U.S., we recommend strategizing with the County and its partners to best position the County for



consideration as the host tour site for the 2018 ACE Tour. This should happen as soon as possible. As you will recall, we initiated the original contact between the County and the Economic Development Administration which kicked off the Agency's interest in visiting Leon County.

**Apalachee Regional Park.** We would seek federal funding opportunities for the improvement of the park, the activities it supports and for the park's specific needs, as determined by the County. This is also an opportunity for a federal agency official visit to Leon County to see in person the progress the County has made and the remaining funding needs required.

**FEMA.** We would assist the County in identifying and pursuing federal funding to provide backup generators to facilities that act as the County's points of distribution during emergencies. We would also assist the County in seeking disaster assistance and reimbursement from FEMA for major disasters, hurricanes, and other federal emergencies. Resolving these challenges are also potential opportunities to invite agency officials to see the County's needs in person and to see the effectiveness of the County's use of previous FEMA funds.

**Woodville Water.** As per the County's commitments in the B-Map, we would assist in identifying and pursuing federal funding for water infrastructure and wastewater needs. This funding could be used for varied water projects, not just a central sewer. With the anticipated Infrastructure bill and the newly funded WIFIA program created by Congress, as well as existing federal agency programs, there are opportunities for the County for federal funding of these efforts. Due to the fact that there are legal components to this issue, and as our legal team has worked with the County Attorney's office on water issues in the past, and in order to make the County's efforts as efficient and effective as possible, we recommend contracting for this effort through the County Attorney's office.

**Lake Jackson.** Squire Patton Boggs would assist in seeking solutions and necessary funding to address Lake Jackson's drainage and flooding issues. We would also seek assistance to address remaining issues related to nonpoint source pollution as necessary. Similar to the above water issue, should it be useful, we would recommend contracting for this and any necessary related legal assistance for this issue through the County Attorney's office.

**Amtrak.** As the reopening of the Gulf Coast Passenger Rail line comes closer to reality, we would assist the County in seeking opportunities for funding of operations that would benefit the County's stop along the line. This would be another prime opportunity for a visit from an agency official (in this case, an Amtrak official) to Leon County.

**Housing.** We anticipate the new Administration and/or Congress may make significant changes to affordable housing programs, the Low Income Housing Tax Credit, and the 1968 Fair Housing Act. We recommend working with Leon County on its specific housing priorities and visiting early this year with Trump Administration officials at the U.S. Department of Housing and Urban Development.

**Maintaining and Building Congressional Relations.** We would assist the County in maintaining existing congressional relations, as well as building new ones where necessary. The County has been redistricted and is now divided among two new freshmen Congressmen - Congressman Neal Dunn (R 2-FL) and Congressman Al Lawson (D 5-FL). As we have in the past with previous representatives for Leon County, we would be interacting with these offices on a regular basis to ensure the County's priorities remain on the member's priority lists for action.

**Other.** We will work with the County as other “High-Priority Projects” become evident to add them to this list. Similarly, we would be flexible in removing items that the County may no longer deem necessary.

**Timing**

In order to be as best prepared as possible to engage with the Trump Administration and the 115th Congress, we recommend that it would be in the best interest of the County to take up the revised contract as soon as possible.

Please let us know should you have questions or wish to discuss. We have been honored to provide federal advocacy services to the County and look forward to a fruitful year ahead.

###

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #16

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Consideration by Leon County of a Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program, and Approving the Limited Purpose Party Membership Agreement Between Leon County and FRED

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

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Adopt the Resolution joining the Florida Resiliency and Energy District (FRED) PACE Program, approve the Limited Purpose Party Membership Agreement between Leon County and FRED, and authorize the Chairman or County Administrator to execute all necessary documents to implement same as approved by the County Attorney.
- Option #2: If the Resolution is adopted, and sitting as the Leon County Energy Improvement District Board for this matter only, rescind the prior authorization to enter into the Interlocal Agreement with the FDFC.

## **Report and Discussion**

### **Background:**

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 third-party 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. 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 County's case the District was once again able 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.

Title: Consideration by Leon County of a Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program, and Approving the Limited Purpose Party Membership Agreement Between Leon County and FRED

February 7, 2017

Page 3

---

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 three and a half year delay has had significant implications on the momentum and success of the agreement. However, with documentation almost complete, we expect the commercial PACE program to revitalize this spring.

On June 12, 2016 the District also authorized entering into an Interlocal Agreement with the Florida Development Funding Corporation (FDFC). The Interlocal Agreement was to be finalized and executed in a form approved by the County Attorney to implement our residential PACE program. Given national indicators, demand is much higher for residential PACE than commercial. As a result, efforts would focus on launching a strong and stable residential program, along with the commercial program element. However, following approval of the Interlocal, a different version of the program was created, being the Florida Resiliency Energy District (FRED) that offers an enhanced turn-key process for the placement of the voluntary special assessments on the tax roll

**Analysis:**

This Resolution (Attachment #1) is intended to expand upon the existing Leon County Energy Improvement District PACE Program that was established by Ordinance adopted on April 13, 2010. (Original Ordinance). The Original Ordinance created a Property Assessed Clean Energy (PACE) program within Leon County to provide a mechanism to finance energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements (Qualifying Improvements). This Resolution enables FRED and FDFC, through FDFC's initial selected third-party administrator, Renovate America, to operate a PACE Program within Leon County. The Florida Resiliency Energy District (FRED) is a non-exclusive PACE district created specifically to place the voluntary special assessments on the tax roll as a local government. FRED utilizes the FDFC open-platform PACE Program for financing eligible products and the FDFC PACE Program anticipates expanding to include additional PACE program administrators in the near future.

PACE has emerged as the primary method of developing voluntary, community-based finance programs for wind protection, energy efficiency and renewable energy improvements. PACE was created to overcome commonly cited barriers to energy efficiency investments, including:

- High up-front cost barrier to energy efficiency and renewable energy improvements,
- Reluctance of property owners to make investments with long paybacks coupled with uncertainty of how long they will retain ownership of the property, and
- Unease of navigating contractors and viability of efficiency improvements.

Title: Consideration by Leon County of a Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program, and Approving the Limited Purpose Party Membership Agreement Between Leon County and FRED

February 7, 2017

Page 4

---

Pursuant to the Florida PACE enabling legislation, Section 163.08, Florida Statutes, a local government may establish a PACE financing program for qualified improvements wherein the local government or a third-party administrator (via an inter-local agreement between multiple Florida governments) provides project financing for the costs of qualified improvements and the property owner repays the costs, with interest, through a special assessment levied on the property. The PACE assessments are repaid over a set term and billed annually on the property tax bill (5-20 years). The new membership with FRED would accomplish this and funding would be provided by FRED/FDFC, not Leon County or the District. Consequently, levying of assessments would be a FRED/FDFC, not Leon County or District responsibility.

It is staff's belief that entering into this Limited Purpose Party Membership Agreement between Leon County and FRED (Attachment #2), thereby utilizing the FRED program in lieu of the FDFC Interlocal, will provide the best course of providing a residential PACE program in Leon County, as well as provide the County, the District, and our citizens the necessary consumer protections.

**Options:**

1. Adopt the Resolution joining the Florida Resiliency and Energy District (FRED) PACE Program, approve the Limited Purpose Party Membership Agreement between Leon County and FRED, and authorize the Chairman or County Administrator to execute all necessary documents to implement same as approved by the County Attorney.
2. If the Resolution is adopted, and sitting as the Leon County Energy Improvement District Board for this matter only, rescind the prior authorization to enter into the Interlocal Agreement with the FDFC.
3. Do not adopt the Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program, and approve the Limited Purpose Party Membership Agreement between Leon County and FRED.
4. Board direction.

**Recommendation:**

Options #1 & 2.

**Attachments:**

1. Resolution Joining the Florida Resiliency and Energy District (FRED) PACE Program.
2. Limited Purpose Party Membership Agreement between Leon County and FRED.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AUTHORIZING AN ADDITIONAL PACE PROVIDER'S FINANCING OF PROPERTY ASSESSED CLEAN ENERGY ("PACE") IMPROVEMENTS WITHIN LEON COUNTY; PROVIDING FOR PACE PROVIDER LEVY OF NON-AD VALOREM ASSESSMENTS, THIRD-PARTY ADMINISTRATION, FINANCING AGREEMENTS, APPROVAL OF PACE PROVIDER AGREEMENTS IN SUBSTANTIALLY THE FORMS PROPOSED, AND EXECUTION BY THE COUNTY ADMINISTRATOR SUBJECT TO APPROVAL AS TO FORM; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Leon County desires to allow the FDFC PACE Program to administer its open-platform PACE Program within the boundaries of the Leon County by joining the Florida Resiliency and Energy District (FRED), and entering into a Limited Purpose Party Membership Agreement with FRED, which, among other things, authorizes FDFC to operate and administer a PACE program within the boundaries of Leon County and FRED to place the voluntary special assessments on the tax roll; and

**WHEREAS**, FRED is a separate legal entity and unit of local government, created and governed through an Amended and Restated Interlocal Agreement approved on January 10, 2017 between the Town of Lake Clarke Shores, the City of Fernandina Beach and the Florida Development Finance Corporation (FDFC) (Interlocal Agreement) for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem assessment on improved property; and

**WHEREAS**, FRED has provided evidence to Leon County that: (1) its PACE Program has assembled, at its sole cost and expense, and not that of the taxpayers of Leon County, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) FRED, through the FDFC PACE Program, is preparing to commence a PACE Program in Leon County for the benefit of its residents, including origination of Special Assessments for Qualifying Improvements in Leon County, and (3) the FDFC PACE Program presently has large scale funding in place and available under executed bond purchase agreements and trust indentures; and

**WHEREAS**, the availability of the FDFC PACE Program offered by FRED (without cost to, assumption of liability by, or demand upon the credit of Leon County) and the voluntary participation in the FDFC PACE Program by property owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Leon County; and



**WHEREAS**, Leon County finds that local needs and conditions reasonably warrant the establishment of the FDFC PACE Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and

**WHEREAS**, Leon County deems it to be in the best interest of the citizens and residents of Leon County to authorize the appropriate County officials to execute the Limited Purpose Party Membership Agreement between FRED and Leon County, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes.

**NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Resolution of the County is adopted pursuant to the provisions of Chapter 125, Florida Statutes, as amended, Section 163.08, Florida Statutes, as amended (the "PACE Act"), and Chapter 15 of the Leon County Code of Ordinances (the "Code").

**SECTION 2. DEFINITIONS.** All terms used herein in capitalized form, unless otherwise defined herein, shall have the same meaning as ascribed to them in the PACE Act and Chapter 15, Leon County Code of Laws.

**SECTION 3. LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH FLORIDA RESILIENCY AND ENERGY DISTRICT.** The Limited Purpose Party Membership Agreement between Leon County and the Florida Resiliency and Energy District ("Party Membership Agreement"), attached hereto as Exhibit "A," and incorporated herein, is hereby approved. The Chairman or Vice-Chairman or any other appropriate officers of the County and Clerk of Court & Comptroller are hereby authorized and directed to execute the Party Membership Agreement on behalf of the County. A copy of the FRED Amended and Restated Interlocal Agreement is attached hereto and incorporated herein, as Exhibit B. The County hereby delegates to the Chairman or Vice-Chairman or any other appropriate officers of the County, or his or her designee, the discretion and authority to allow FRED, FDFC, and any of the FDFC PACE Program administrators to use and display the County logo for communicative purposes associated with the PACE Program. The County Administrator and the County Attorney are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Party Membership Agreement.

**SECTION 4. AUTHORIZATION.** Through adoption of this Resolution and execution of the Party Membership Agreement referenced in Section 3 above as provided hereunder, Leon County is joining FRED and expressly authorizing FRED to provide its FDFC PACE program services within Leon County pursuant to such Agreement with the intent that it will allow FRED and the FDFC PACE program to facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners

thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of FRED and the FDFC PACE program, as contemplated by the Supplemental Act as the same may be amended from time to time All power and authority available to FRED under its Charter and general law, including without limitation, Chapters 163, and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by FRED within the boundaries of Leon County.

**SECTION 5. SCRIVENER'S ERRORS.** The County Attorney may correct scrivener's errors found in this supplemental resolution by filing a corrected copy of this Resolution with the Clerk of Court & Comptroller.

**SECTION 6. SEVERABILITY.** If any provision of this Resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this supplemental resolution are severable.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7<sup>th</sup> day of February, 2017.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTEST:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

By: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

This instrument was prepared by or under the supervision  
of (and after recording should be returned to):

Joseph P. Stanton  
Broad & Cassel  
Bank of America Center  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE  
FLORIDA RESILIENCY AND ENERGY DISTRICT AND LEON COUNTY, FLORIDA**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and **LEON COUNTY, FLORIDA**, a Charter County and a political subdivision of the State of Florida (the "COUNTY") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the COUNTY.

**WITNESSETH**

**WHEREAS**, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

**WHEREAS**, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

**WHEREAS**, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the

levy and collection of voluntary non-ad valorem special assessments on improved property; and

**WHEREAS**, the **COUNTY** agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the PACE program provides a special benefit to participating real property within its legal boundaries; and

**WHEREAS**, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the **COUNTY** as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

**NOW, THEREFORE**, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

**SECTION 1. DEFINITIONS.** Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the **COUNTY** to access the PACE program and permit **FRED**, through the **FDFC PACE Program**, to administer the PACE program within such legal boundaries.

**SECTION 3. RIGHTS OF PARTIES.** **FRED**, together with its member Parties, and the **COUNTY**, with the intent to be bound thereto, hereby agree that the **COUNTY** shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by **FRED**, within the legal boundaries of the **COUNTY**, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the **COUNTY**.

**SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS.** The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by **FRED** on properties within the legal boundaries the **COUNTY** and the receipt and distribution of any non-ad valorem special assessments imposed by **FRED** are purely ministerial acts.

**SECTION 5. QUALIFYING IMPROVEMENTS.** FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the COUNTY, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and COUNTY law.

**SECTION 6. FINANCING AGREEMENT.** Before extending any financing or subjecting any participating real property within the legal boundaries of the COUNTY to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the COUNTY who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

**SECTION 7. BOUNDARIES OF THE PACE PROGRAM.** For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the COUNTY, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the COUNTY by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the COUNTY agrees to provide FRED the current legal description of the legal boundaries of the COUNTY.

**SECTION 8. ELIGIBLE PROPERTIES.** Within the legal boundaries of the COUNTY, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

**SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS.** During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the COUNTY to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the COUNTY incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the COUNTY as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

**SECTION 10. TERM.** This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the COUNTY ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the COUNTY referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

**SECTION 11. CONSENT.** This Agreement, together with the resolution by the governing board of the COUNTY approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the FDFC PACE Program within the legal boundaries of the COUNTY, as required by Section 163.08, Florida Statutes.

**SECTION 12. COUNTY COORDINATOR.** The Office of Resource Stewardship within the COUNTY shall serve as the COUNTY's primary point of contact and coordinator. The COUNTY will advise FRED of any changes to the COUNTY's primary contact and coordinator within 30 days of such changes.

**SECTION 13. CARBON OR SIMILAR CREDITS.** To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, which are delegated to the FDFC PACE Program, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the COUNTY, shall be shared in equal parts between FRED and the COUNTY.

**SECTION 14. LIMITED OBLIGATIONS.** Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the COUNTY without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the COUNTY. The issuance of such bonds shall not directly or indirectly or contingently obligate the COUNTY to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the COUNTY. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the COUNTY is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

**SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

(A) COUNTY and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. COUNTY and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. COUNTY is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless COUNTY from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the PACE program. Nothing in this 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.

(B) Neither COUNTY, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either COUNTY, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

**SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER.** This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the COUNTY, which

shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the COUNTY. If required by the tax collector and property appraiser, the COUNTY agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

**SECTION 17. OPINION OF BOND COUNSEL.** FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

**SECTION 18. AGENTS OF FRED.** FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable COUNTY, state and federal laws.

**SECTION 19. NOTICES.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

**If to FRED:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
William "Bill" F. Spivey, Jr.  
Executive Director  
800 N. Magnolia Avenue, Suite 1100  
Orlando, Florida 32803  
407.956.5695 (t)  
[bspivey@fdpcbonds.com](mailto:bspivey@fdpcbonds.com)

and Issuer's Counsel with Broad and Cassel  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)  
[jstanton@broadandcassel.com](mailto:jstanton@broadandcassel.com)



**If to COUNTY:**

Maggie Theriot, Director, Office of Resource Stewardship  
1907 S. Monroe Street  
Tallahassee, FL. 32311  
850.606.5011  
[TheriotM@leoncountyfl.gov](mailto:TheriotM@leoncountyfl.gov)

With copy to

Herbert W. A. Thiele, Esq., County Attorney  
301 S. Monroe Street, Suite 202  
Tallahassee, FL. 32301  
850.606.2500  
[ThieleH@leoncountyfl.gov](mailto:ThieleH@leoncountyfl.gov)

**SECTION 20. AMENDMENTS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the COUNTY and FRED or other delegated authority authorized to execute same on their behalf.

**SECTION 21. JOINT EFFORT.** The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**SECTION 22. MERGER.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, 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, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. ASSIGNMENT.** The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

**SECTION 24. THIRD PARTY BENEFICIARIES.** None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon

this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

**SECTION 25. RECORDS.** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**SECTION 26. RECORDING.** This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the COUNTY and recorded in the public records of the COUNTY as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

**SECTION 27. SEVERABILITY.** In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION 28. EFFECTIVE DATE.** This Agreement shall become effective upon the execution by both Parties hereto.

**SECTION 29. LAW, JURISDICTION, AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida, the United States District Court for the Northern District of Florida or United States Bankruptcy Court for the Northern District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_ Date \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

By: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by John E. Dailey, Chairman of the Leon County Board of County Commissioners, Leon County, Florida, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

FLORIDA DEVELOPMENT FINANCE  
CORPORATION on behalf of FLORIDA  
RESILIENCY AND ENERGY DISTRICT

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

William "Bill" F. Spivey, Jr.  
Executive Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_

Notary Public-State of Florida

Commission Number:

This instrument was prepared by or under the supervision  
of (and after recording should be returned to):

BROAD AND CASSEL  
390 NORTH ORANGE AVENUE  
SUITE 1400  
ORLANDO, FL 32804  
ATTN: JOSEPH B. STANTON

(SPACE reserved for Clerk of Court)

---

---

**AMENDED AND RESTATED  
AGREEMENT RELATING TO THE CREATION OF THE  
FLORIDA RESILIENCY AND ENERGY DISTRICT, A  
PROPERTY ASSESSED CLEAN ENERGY DISTRICT, AND  
AUTHORIZING FINANCING PURSUANT THERETO**

**BY AND AMONG**

**THE TOWN OF LAKE CLARKE SHORES, FLORIDA, AND**

**THE CITY OF FERNANDINA BEACH, FLORIDA, AND**

**THE FLORIDA DEVELOPMENT FINANCE CORPORATION, FLORIDA, IN ITS**

**LIMITED CAPACITY DESCRIBED HEREIN**

**AND ANY SUBSEQUENT PARTIES HERETO**

**DATED AS OF \_\_\_\_\_, 201\_**

---

---

## TABLE OF CONTENTS

	<b>Page</b>
SECTION 1. AUTHORITY FOR AGREEMENT .....	4
SECTION 2. DEFINITIONS .....	4
SECTION 3. INTERPRETATION.....	7
SECTION 4. PURPOSE.....	7
SECTION 5. QUALIFYING IMPROVEMENTS.....	7
SECTION 6. ENABLING ORDINANCE OR RESOLUTION.....	7
SECTION 7. DISTRICT BOUNDARIES. DISTRICT ADMISSION .....	7
SECTION 8. GOVERNING BOARD OF THE DISTRICT.....	8
SECTION 9. DECISIONS OF THE BOARD.....	9
SECTION 10. DISTRICT ADMINISTRATION; DISTRICT STAFF AND ATTORNEY; ADMINISTRATORS .....	9
SECTION 11. FINANCING AGREEMENT .....	9
SECTION 12. POWERS OF THE DISTRICT .....	10
SECTION 13. TERM.....	11
SECTION 14. CONSENT .....	11
SECTION 15. NOTICE OF INTENT; IMPOSITION OF ASSESSMENTS; COORDINATION.....	11
SECTION 16. UNDERLYING POWERS; SEPARATE INTERLOCAL AGREEMENTS.....	13
SECTION 17. FEES AND COSTS. ....	14
SECTION 18. FILING.....	14
SECTION 19. LIMITED LIABILITY .....	14
SECTION 20. AMENDMENTS .....	15
SECTION 21. ASSIGNMENT.....	15
SECTION 22. EXECUTION IN COUNTERPARTS .....	15
SECTION 23. SEVERABILITY .....	15
SECTION 24. APPLICABLE LAW .....	15
SECTION 25. JOINT EFFORT.....	15
SECTION 26. EFFECTIVE DATE.....	15

**AMENDED AND RESTATED  
AGREEMENT RELATING TO THE CREATION OF THE FLORIDA  
RESILIENCY AND ENERGY DISTRICT, A PROPERTY ASSESSED CLEAN  
ENERGY DISTRICT, AND AUTHORIZING FINANCING THERETO**

**THIS AMENDED AND RESTATED AGREEMENT** (hereinafter the "Agreement") is made and entered into as of [REDACTED], 201\_, by and among the government units executing the Agreement, each one constituting a public agency or legal entity under Part I, Chapter 163, Florida Statutes, comprising the Town of Lake Clarke Shores, a municipality and local government of the State of Florida and the City of Fernandina Beach, a municipality and local government of the State of Florida (the "Public Agency" or "Public Agencies") and, in the limited capacity described herein, the Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a public agency organized and existing under the laws of the State of Florida ("FDFC") and, together collective referred to herein as the "Parties."

**WITNESSETH:**

**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 (collectively, the "Qualifying 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**, the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida (collectively, the "Founding Members"), wish to create an entity to finance Qualifying Improvements for themselves and for other local governments pursuant to Section 163.08(2)(a); and

**WHEREAS**, effective September 6, 2016, the Founding Members and FDFC entered into that certain Agreement (the "Original Agreement"), pursuant to Section 163.01(7), Florida Statutes, creating a separate legal entity within the meaning of Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969 (the

"Interlocal Act") and a "local government" within the meaning of the Florida PACE Act, in furtherance of the objectives of the Florida PACE Act; and

**WHEREAS**, the separate legal entity created under the Original Agreement has been designated as the Florida Resiliency and Energy District (the "District" or "FRED") which may, pursuant to section 163.08(2)(a), finance Qualifying Improvements through voluntary assessments; and

**WHEREAS**, subsequent to the execution of the Original Agreement, the parties have determined that certain amendments are desired in order provide clarity with respect to the nature of the Qualifying Improvements and the composition of the Governing Board, among other terms and conditions as are more fully set forth herein; and

**WHEREAS**, the Act also permits FDFC and FRED, as public agencies under the Interlocal Act, to enter into Agreements with each other to provide for the performance of service functions to cooperate on a basis of mutual benefit in the best interest of the real property owners within the boundaries of FRED; 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 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 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 capital projects that support economic development and job creation on a state-wide basis; and

**WHEREAS**, 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, seeks to increase property values, lower energy consumption, mitigate wind damage, and create 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. ("Renovate America") as its first PACE administrator for the FDFC PACE Program; and

**WHEREAS**, FDFC anticipates adding other PACE providers as PACE residential and commercial administrators to provide a competitive marketplace in Florida for any potential residential and commercial property owners interested in the FDFC PACE Program; and

**WHEREAS**, FRED and FDFC agree, pursuant to Section 163.01(14), that FRED, as a separate legal entity authorized to facilitate PACE financing pursuant to Section 163.08, Florida Statutes, may contract with FDFC to serve the financing function of the District and therefore serve the property owners of within the District; and

**WHEREAS**, under this Agreement, the Parties agree to have the FDFC PACE Program serve as the administrator for the District's PACE program; and

**WHEREAS**, in order to provide the property owners within the boundaries of FRED an efficient process for accessing the FDFC PACE Program, FRED will designate FDFC as its agent for purposes of executing Financing Agreements with property owners on behalf of FRED pursuant to Section 163.08(6), Florida Statutes, and for purposes of administering the FDFC PACE Program within the boundaries of FRED and ensuring compliance with the Florida PACE Act; and

**WHEREAS**, the District will utilize the FDFC PACE Program to implement PACE exclusively on behalf of the District and take on all costs and responsibilities for administering and operating the program; and

**WHEREAS**, FDFC will utilize its authority under law to provide, authorize, and issue revenue bonds to finance Qualifying Improvements within and on behalf of property owners within the District; and

**WHEREAS**, FRED will have immediate access to a turnkey FDFC PACE Program which includes \$2,000,000,000 in judicially validated bonding authority for PACE financing and a trained PACE program staff; and

**NOW THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR AGREEMENT.** This Agreement is adopted pursuant to the provisions of the Interlocal Act, the Florida PACE Act, and other applicable provisions of law. At all times prior to and during the term of this Agreement, the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida, constitute local governments as that term is defined in the Florida PACE Act and the Interlocal Act and the Florida Development Finance Corporation constitutes a "public agency" as that term is defined in the Florida Interlocal Act. That portion of this Agreement creating the separate legal entity pursuant to Section 163.01(7), Florida Statutes, is among and between the Founding Members, and that portion of the Agreement allowing the FDFC PACE Program to provide the financing duties of the District is pursuant to Section 163.01(14), Florida Statutes.

**SECTION 2. DEFINITIONS.** The following definitions shall govern the interpretation of this Agreement:

**"Agreement"** means this Amended and Restated Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**"Assessment Resolution"** means a resolution or resolutions adopted by the District that (A) imposes new Assessments against those property owners entering into Financing Agreements since adoption of the last Assessment 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 local governments that comprise the District.

**"Assessments"** means the non-ad valorem assessments levied by the District 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.

**"Contracted FDFC Services"** means the services provided by FDFC pursuant to this Agreement.

**"District"** or **"FRED"** means the Florida Resiliency and Energy District (FRED), a separate legal entity formed pursuant to the Interlocal Act and this Agreement and a local government within the meaning of the Florida PACE Act.

**"FDFC"** means Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a public 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 and its policies and procedures.

**"Financing Agreement"** means a contract among FRED, FDFC and the owner of a participating parcel in the FDFC PACE Program pursuant to which the owner voluntarily agrees to the levy of Assessments against the participating parcel and the payment thereof to finance the installation of Qualifying Improvements on the participating parcel.

**"Florida PACE Act"** means Section 163.08, Florida Statutes, as may be amended from time to time.

**"Founding Members"** means the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida. The term does not include FDFC.

**"Governing Board"** means the governing board of FRED as further described in Section 8 hereof.

**"Interlocal Act"** means Section 163.01, Florida Statutes, as amended.

**"Joinder Agreement"** means a document in which additional government units constituting Public Agencies under the Interlocal Act and local governments as defined under the Florida PACE Act join the District as a Subsequent Party.

**"Jurisdictional Boundaries"** has the meaning described in Section 7 hereof.

**"Limited Member"** means additional government units constituting Public Agencies under the Interlocal Act and local governments as defined under the Florida PACE Act which join the District upon application to the District and the affirmative vote of a majority of the Governing Board and upon execution of a Limited Purpose Party Membership Agreement between the District and a Subsequent Party.

**"Limited Purpose Party Membership Agreement"** means an agreement between additional government units constituting Public Agencies under the Interlocal Act and/or local governments as defined under the Florida PACE Act and the District defining the terms and conditions of membership within the District.

**"Party" or "Parties"** means the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, and the Florida Development Finance Corporation Florida, and their respective assigns; provided, however, the FDFC is a party only for the contracted FDFC services

**"Property Appraiser"** means the county property appraiser for real property within the boundaries of each Founding Member, Subsequent Party or Limited Member.

**"Public Agency"** means cities or counties of the State of Florida, or any Subsequent Party or Limited Member.

**"Resolution of Intent"** means a resolution adopted by the District pursuant to the Uniform Assessment Collection Act providing notice to all owners of real property within the boundaries of District that non-ad valorem assessments may be imposed pursuant to the Florida PACE Act and will be collected pursuant to the Uniform Assessment Collection Act if the property owner chooses to utilize the FDFC PACE Program to finance Qualifying Improvements.

**"State"** means the State of Florida.

**"Subsequent Party" or "Subsequent Parties"** means additional governmental units constituting Public Agencies under the Interlocal Act and local governments as defined under the Florida PACE act which execute a Joinder Agreement and agree to serve on the Governing Board.

**"Tax Collector"** means the county tax collector for real property within the boundaries of each Founding Member, Subsequent Party, or Limited Member.

**"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 Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This greement shall not be construed more strongly

against any party regardless that such party, or its counsel, drafted this Agreement.

**SECTION 4. PURPOSE.** The purpose of this Agreement is for the Founding Members to affirm the creation of the District, pursuant to the Interlocal Act and the Florida PACE Act, and, by also agreeing to contract with the Florida Development Finance Corporation and its FDFC PACE Program and the Florida PACE Act to facilitate the financing of Qualifying Improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes and a local government within the meaning of the Florida PACE Act.

**SECTION 5. QUALIFYING IMPROVEMENTS.** The District shall allow the financing of Qualifying Improvements by and through the FDFC PACE Program as defined in Section 163.08, Florida Statutes, under authority of Section 163.01(14), Florida Statutes.

**SECTION 6. ENABLING ORDINANCE OR RESOLUTION.** The Founding Members and Subsequent Parties to this Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as may be required or desirable under the Interlocal Act and the Florida PACE Act for the creation and operation of FRED as a separate legal entity and a local government. The District shall be created upon the execution and delivery of this Agreement by the Parties.

**SECTION 7. DISTRICT BOUNDARIES; DISTRICT ADMISSION.**

(A) The boundaries of the District shall initially be the legal boundaries of the Founding Members, and shall be expanded to include all areas within the legal boundaries of, or service area designated by the Joinder Agreement or Limited Purpose Party Membership Agreement entered into by each local government (the "Jurisdictional Boundaries") that becomes a Subsequent Party or Limited Member to this Agreement. As contemplated in this Amended and Restated Agreement, the District shall levy voluntary assessments on the benefitted properties within the Jurisdictional Boundaries of the District in order for the FDFC PACE Program to finance the costs of Qualifying Improvements for those benefitted properties. Upon petition by the landowners of individual residential or commercial properties desiring to be benefitted, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Founding Member's termination of participation in this Agreement, or Subsequent Party's or Limited Member's termination of participation, those properties that have received financing for Qualifying Improvements shall continue to be a part of the District in accordance with Section 13(C) hereof.

(B) To the extent permitted by the Interlocal Act, the District may admit any public agency or local government (as such terms are defined in the Interlocal Act and the

Florida PACE Act, respectively) as a Subsequent Party or Limited Member to the District upon application of each public agency or local government to the District and the affirmative vote of a majority of the Governing Board. This Agreement need not be amended to admit any such public agency or local government, and the approval of the respective governing boards of the existing Parties to the District shall not be required to admit a Subsequent Party or Limited Member. Each Subsequent Party or Limited Member shall execute, deliver, duly authorize, and record in the public records of each Subsequent Party or Limited Member a Joinder Agreement or Limited Purpose Party Membership Agreement as a precondition to membership in the District.

**SECTION 8. GOVERNING BOARD OF THE DISTRICT.** The District shall be governed by the Governing Board which shall at a minimum be comprised of three (3) individuals, two (2) of whom are elected officials, city managers, or their designees, of each of the Founding Members, and each representing an individual local government within the Jurisdictional Boundaries of the Parties to this Agreement. The next Subsequent Party to join the District shall be entitled to the third position as a member of the Governing Board, provided however, that prior to addition of a Subsequent Party, the Founding Members shall have the right to jointly appoint a third Governing Board member. Such third Governing Board member shall be unrelated to either Founding Member (e.g., shall not be an officer, or employee of the Founding Members), but shall have a background or experience in finance or economic development. Notwithstanding the foregoing, the maximum number of members on the Governing Board may be increased by a majority vote of the Governing Board to a maximum of 5 members, with the proviso that as much as possible the composition of the Governing Board membership reflects the geographic regions of the state of Florida. After the Governing Board is constituted, the Executive Director may recommend procedures for setting terms, Governing Board qualifications and responsibilities, and the means of appointment of members to the Governing Board. In the event a Governing Board member is no longer eligible or able to serve on the Governing Board, the Public Agency represented by the Governing Board member, so long as it continues to be a Party to this Agreement, shall have the right to request appointment of a replacement to fulfill the remaining term of that member. FDFC shall have no right to appoint any member of the Governing Board.

**SECTION 9. DECISIONS OF THE GOVERNING BOARD.** Decisions of the Governing Board shall be made by majority vote of the Governing Board. The Governing Board, upon recommendation of the Executive Director, may adopt rules of procedure for the Governing Board. In the absence of the adoption of such rules of procedure, the most current version of Roberts Rules of Order shall apply to the extent it is not inconsistent with Florida law.

**SECTION 10. DISTRICT ADMINISTRATION; DISTRICT STAFF AND ATTORNEY; ADMINISTRATORS**

(A) Financing. As a condition of this Agreement, the Founding Members, and any Party joining the District consents to FDFC and FDFC PACE Program providing financing for the District, and FDFC agrees to provide a turnkey PACE program for each jurisdiction that is a Party, Subsequent Party, or Limited Member to this Agreement. Notwithstanding any other section of this Agreement, the Executive Director of FDFC or his or her appointee shall also be the Executive Director of FRED. The Executive Director shall have sole authority to appoint staff, counsel, professionals, consultants, and all other positions to fulfill the functions of the District per the PACE Act for the District, and all costs and expenses shall be borne by FDFC and the District.

(B) Additional Administrators. The PACE program development period, which serves as a soft launch period for the FDFC PACE Program, will end on July 1, 2017, whereby additional qualified administrators for residential PACE programs may be presented to the District. Within 30 days after execution of this Agreement, FDFC may present to the District qualified administrators for commercial PACE programs that will be available to serve jurisdictions that are a Party to this Agreement. All PACE administrators ("PACE Administrators" or "Administrators") must undergo a vetting process by the FDFC. Once vetted, the PACE Administrators must be presented to the FDFC Board and approved by resolution. In order for an approved PACE provider to provide administrator services through the FDFC PACE Program, it must execute a PACE administration agreement. Each member of the District shall receive notice of all approved PACE Administrators (except for residential PACE Providers during the "soft launch" period above). Notwithstanding any of the foregoing, the only authorized FDFC PACE residential Administrator for the District shall be Renovate America until July 1, 2017.

**SECTION 11. FINANCING AGREEMENT.** The Parties agree that FDFC and FRED, and their designees, may enter into Financing Agreements, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District. In accordance with the findings described in this Agreement, FRED hereby designates FDFC as its agent for the limited purpose of executing Financing Agreements with property owners on behalf of FRED pursuant to Section 163.08(6), Florida Statutes, and for purposes of administering the FDFC PACE Program within the Jurisdictional Boundaries of FRED and ensuring compliance with the Florida PACE Act.

**SECTION 12. POWERS OF THE DISTRICT.** With the approval of a majority vote of the Governing Board, the District may exercise any or all of the powers granted to the District under the Interlocal Act and the Florida PACE Act, which include, without limitation, the following:

(A) To finance Qualifying Improvements through contracts with property owners in the District, and the District shall impose and levy assessments as a local government in accordance with Section 163.08 to repay the financing received; provided, however, (i) FDFC shall provide the form of the Financing Agreement and

(ii) that FDFC shall, have independent discretionary authority to authorize and approve the issuance of revenue bonds to finance such improvements without further approval or authorization from the District, and subject to Section 10, to select and approve Program Administrators for the District;

(B) In its own name to make and enter into contracts on behalf of the District;

(C). Subject to Section 10(A) hereof, to employ agencies, employees, or consultants for the District;

(D) To acquire, construct, manage, maintain, or operate buildings, works, or improvements for the District;

(E) To acquire, hold, or dispose of property for the District;

(F) To incur debts, liabilities, or obligations, provided, however, that such debts, liabilities, or obligations shall not constitute debts, liabilities, or obligations of the State, FDFC, the Founding Members, or any Subsequent Party to this Agreement;

(G) To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;

(H) To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Agreement;

(I) To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by the Florida PACE Act, and to accept funding from local, state and federal agencies;

(J) To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in the Florida PACE Act or Florida statutes governing the District; and

(K) To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under Florida Statutes and this Agreement.

### **SECTION 13. TERM.**

(A) This Agreement shall remain in full force and effect from the date of its



execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Agreement upon 90 days' written notice to the other Parties. Should a Party terminate its participation in this Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Agreement shall continue until such time as all remaining Parties agree to terminate this Agreement.

(B) At its discretion, and with reasonable notice, FDFC may terminate its role as a PACE program administrator for the District.

(C) Notwithstanding a Party's termination of participation in this Agreement, to ensure continued collection of Assessments for Qualifying Improvements acquired within the service area of the terminating Party, such terminating Party shall enter into a written agreement with the District for such Party to consent to the levy of annual Assessments by the District or for such party to levy annual Assessments on those properties that have received financing for Qualifying Improvements within the legal boundaries of the terminating Party, until such time that all outstanding debt related to such Qualifying Improvements has been satisfied. The proceeds of the Assessments shall be paid to the designee of the District pursuant to such written agreement.

**SECTION 14. CONSENT.** This Agreement and any required resolution or ordinance of an individual Party shall be considered the Party's consent to the creation of the District as required by the Interlocal Act and the Florida PACE Act.

**SECTION 15. NOTICE OF INTENT; IMPOSITION OF SPECIAL ASSESSMENTS; COORDINATION.**

(A) In accordance with the Uniform Assessment Collection Act and the Florida PACE Act, the District hereby agrees to impose Assessments within its Jurisdictional Boundaries 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 District shall:

(1) advertise a public hearing to consider adoption of a Resolution of Intent, thus providing notice to the owners of real property within the Jurisdictional Boundaries of the District 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;

(2) after holding the public hearing referred to in (1) above, adopt a Resolution of Intent 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, or as frequently as needed, adopt Assessment Resolutions which impose new Assessments against those property owners entering into Financing Agreements since adoption of the last Assessment 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 on behalf of the District from the Tax Collector directly to the District, FDFC or its designee;

(6) take all actions necessary to enforce collection of the Assessments pursuant to the Uniform Assessment Collection Act; and

(7) on its own behalf and 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) Each approved Administrator shall be responsible for all other actions required by the Florida PACE Act and their administration agreement with FDFC under the FDFC PACE Program, including but not limited to:

(1) assisting each Party to the Agreement with preparing all documents required for the District 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 each Party;

(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 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 District;

(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 District;

(7) working with the District to ensure the submission of the electronic assessment roll relating to the District each year to the Tax Collector; and

(8) administering all other aspects of the District including the payment of Bonds with proceeds derived from the Assessments,

(C) The District shall fully cooperate and coordinate with the Tax Collector and Property Appraiser with respect to the levying and collection of assessments and comply with all other requirements of the Florida PACE Act and the Uniform Assessment Collection Act.

#### **SECTION 16. UNDERLYING POWERS; SEPARATE AGREEMENTS.**

(A) For purposes of this Agreement and the District, the Parties acknowledge that FDFC currently does not have the power to levy the Assessments. FDFC shall not be a member of the District. FDFC shall be a party to this Agreement solely for the purpose of providing turn-key financial and administrative services through the FDFC PACE Program. The levy of the Assessments within the District is an exercise of the sovereign powers of the Founding Members and Subsequent Parties and Limited Members to this Agreement.

(B) In order to maintain the integrity of the Assessments imposed by the District, the FDFC may, at its sole option, terminate its participation in this Agreement and enter into a separate Agreement or contract which provides the services described herein related to the FDFC PACE Program.

#### **SECTION 17. FEES AND COSTS.**

(A) All fees and costs related to the recording of this Agreement, the Resolution of Intent process and any other fees and costs incurred by any Party 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 Administrator(s).

(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 interests described in the Florida PACE Act, the District shall seek either (i) the waiver or reduction by the Tax Collector and Property Appraiser of their fees

or (b) a flat fee per year per tax parcel in an amount sufficient to reimburse the Tax Collector and Property Appraiser for their actual costs related to providing such services, which shall be paid by the District and reimbursed to the District through the FDFC PACE Program by the respective FDFC-approved PACE administrator.

**SECTION 18. FILING.** A copy of this Agreement shall be filed by the District for record with the Clerk of the Circuit Court in and for such jurisdictions as may be required by Section 163.01(11), Florida Statutes.

**SECTION 19. LIMITED LIABILITY.**

(A) To the extent permitted by Florida Law and subject to the limitations of Section 768.28, Florida Statutes, the Parties hereto shall each be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities Incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

(B) All Limited Member liabilities shall be governed by the Limited Purpose Party Membership Agreement.

(C) No Party or any agent, board member, officer, official, advisor or employee of such Party shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, or for any act of omission or commission by any other Party hereto or its agents, officers, officials or employees. The terms of this Section 19 shall survive termination or expiration of this Agreement.

(D) Neither this Agreement nor any Bonds issued by FDFC on behalf of the District under 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 FRED, FDFC, or any Party or Subsequent Party, 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 any Party, FDFC, the State of Florida, or any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefor, or to make any appropriation for their payment.

(E) The District, FDFC, and each Party 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 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 20. ENTIRE AGREEMENT.** This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto regarding the subject matter herof, and supersedes all prior and contemporaneous agreements (including the Original Interlocal Agreement), understandings, inducements or conditions, expressed or implied, oral or written, regarding the subject matter herof, except as herein contained.

**SECTION 21. AMENDMENTS.** This Agreement may be amended only by a writing approved by each Party.

**SECTION 22. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any Party at any time with the prior written consent of each other Party hereto, which consent shall not unreasonably be withheld.

**SECTION 23. EXECUTION IN COUNTERPARTS.** This 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 24. SEVERABILITY.** In the event that any provision of this 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 Agreement shall remain in full force and effect.

**SECTION 25. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION 26. JOINT EFFORT.** The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**SECTION 27. EFFECTIVE DATE.** This Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last Founding Member and FDFC executes this Agreement and the filing requirements of Section 18 hereof are satisfied.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO AGREEMENT]

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the Town of Lake Clarke Shores, Florida by its Mayor, its seal affixed hereto, as attested by its Clerk as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

By: \_\_\_\_\_

**TOWN OF LAKE CLARKE SHORES, FLORIDA**

By: \_\_\_\_\_  
Robert M.W. Shalhoub, its Mayor

APPROVED AS TO FORM

By: \_\_\_\_\_  
Charles F. Schoech, Town Attorney

[SIGNATURE PAGE TO AGREEMENT]

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the City of Fernandina Beach, Florida by its Mayor, its seal affixed hereto, as attested by its Clerk, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

, **FLORIDA**

(SEAL)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_  
\_\_\_\_\_, Public Agency Attorney

[SIGNATURE PAGE TO AGREEMENT]

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the FDFC by the authorized signatory identified below.

**FLORIDA DEVELOPMENT FINANCE  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



This instrument was prepared by or under the supervision  
of (and after recording should be returned to):

Joseph P. Stanton  
Broad & Cassel  
Bank of America Center  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE  
FLORIDA RESILIENCY AND ENERGY DISTRICT AND LEON COUNTY, FLORIDA**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_, 20\_\_ by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and **LEON COUNTY, FLORIDA**, a Charter County and a political subdivision of the State of Florida (the "COUNTY") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the COUNTY.

**WITNESSETH**

**WHEREAS**, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

**WHEREAS**, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

**WHEREAS**, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the

levy and collection of voluntary non-ad valorem special assessments on improved property; and

**WHEREAS**, the **COUNTY** agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the PACE program provides a special benefit to participating real property within its legal boundaries; and

**WHEREAS**, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the **COUNTY** as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

**NOW, THEREFORE**, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

**SECTION 1. DEFINITIONS.** Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the **COUNTY** to access the PACE program and permit FRED, through the FDFC PACE Program, to administer the PACE program within such legal boundaries.

**SECTION 3. RIGHTS OF PARTIES.** FRED, together with its member Parties, and the **COUNTY**, with the intent to be bound thereto, hereby agree that the **COUNTY** shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the **COUNTY**, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the **COUNTY**.

**SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS.** The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the legal boundaries the **COUNTY** and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

**SECTION 5. QUALIFYING IMPROVEMENTS.** FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the COUNTY, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and COUNTY law.

**SECTION 6. FINANCING AGREEMENT.** Before extending any financing or subjecting any participating real property within the legal boundaries of the COUNTY to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the COUNTY who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

**SECTION 7. BOUNDARIES OF THE PACE PROGRAM.** For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the COUNTY, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the COUNTY by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the COUNTY agrees to provide FRED the current legal description of the legal boundaries of the COUNTY.

**SECTION 8. ELIGIBLE PROPERTIES.** Within the legal boundaries of the COUNTY, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

**SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS.** During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the COUNTY to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the COUNTY incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the COUNTY as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

**SECTION 10. TERM.** This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the COUNTY ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the COUNTY referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

**SECTION 11. CONSENT.** This Agreement, together with the resolution by the governing board of the COUNTY approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the FDFC PACE Program within the legal boundaries of the COUNTY, as required by Section 163.08, Florida Statutes.

**SECTION 12. COUNTY COORDINATOR.** The Office of Resource Stewardship within the COUNTY shall serve as the COUNTY's primary point of contact and coordinator. The COUNTY will advise FRED of any changes to the COUNTY's primary contact and coordinator within 30 days of such changes.

**SECTION 13. CARBON OR SIMILAR CREDITS.** To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, which are delegated to the FDFC PACE Program, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the COUNTY, shall be shared in equal parts between FRED and the COUNTY.

**SECTION 14. LIMITED OBLIGATIONS.** Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the COUNTY without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the COUNTY. The issuance of such bonds shall not directly or indirectly or contingently obligate the COUNTY to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the COUNTY. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the COUNTY is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

**SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

(A) COUNTY and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. COUNTY and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. COUNTY is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless COUNTY from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the PACE program. Nothing in this 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.

(B) Neither COUNTY, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either COUNTY, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

**SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER.** This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the COUNTY, which

shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the COUNTY. If required by the tax collector and property appraiser, the COUNTY agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

**SECTION 17. OPINION OF BOND COUNSEL.** FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

**SECTION 18. AGENTS OF FRED.** FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable COUNTY, state and federal laws.

**SECTION 19. NOTICES.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

**If to FRED:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
William "Bill" F. Spivey, Jr.  
Executive Director  
800 N. Magnolia Avenue, Suite 1100  
Orlando, Florida 32803  
407.956.5695 (t)  
[bspivey@fdcbonds.com](mailto:bspivey@fdcbonds.com)

and Issuer's Counsel with Broad and Cassel  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)  
[jstanton@broadandcassel.com](mailto:jstanton@broadandcassel.com)

**If to COUNTY:**

Maggie Theriot, Director, Office of Resource Stewardship  
1907 S. Monroe Street  
Tallahassee, FL. 32311  
850.606.5011  
[TheriotM@leoncountyfl.gov](mailto:TheriotM@leoncountyfl.gov)

With copy to

Herbert W. A. Thiele, Esq., County Attorney  
301 S. Monroe Street, Suite 202  
Tallahassee, FL. 32301  
850.606.2500  
[ThieleH@leoncountyfl.gov](mailto:ThieleH@leoncountyfl.gov)

**SECTION 20. AMENDMENTS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the COUNTY and FRED or other delegated authority authorized to execute same on their behalf.

**SECTION 21. JOINT EFFORT.** The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**SECTION 22. MERGER.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, 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, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. ASSIGNMENT.** The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

**SECTION 24. THIRD PARTY BENEFICIARIES.** None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon

this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

**SECTION 25. RECORDS.** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**SECTION 26. RECORDING.** This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the COUNTY and recorded in the public records of the COUNTY as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

**SECTION 27. SEVERABILITY.** In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION 28. EFFECTIVE DATE.** This Agreement shall become effective upon the execution by both Parties hereto.

**SECTION 29. LAW, JURISDICTION, AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida, the United States District Court for the Northern District of Florida or United States Bankruptcy Court for the Northern District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]



[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_ Date \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

By: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by John E. Dailey, Chairman of the Leon County Board of County Commissioners, Leon County, Florida, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

FLORIDA DEVELOPMENT FINANCE  
CORPORATION on behalf of FLORIDA  
RESILIENCY AND ENERGY DISTRICT

By: \_\_\_\_\_

William "Bill" F. Spivey, Jr.  
Executive Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_

Notary Public-State of Florida

Commission Number:

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #17

February 7, 2017

**To:** Honorable Chairman and Members of the Commission

**From:** Vincent S. Long, County Administrator 

**Title:** Approve the Selection Committee's Ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC)

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Director
<b>Lead Staff/ Project Team:</b>	Julie Christesen, Senior Planner, Planning Department

**Fiscal Impact:**

This item has a fiscal impact of \$100,000 for Phase I of the study, to be shared equally with the City of Tallahassee (\$50,000 each). Funds are included within the current budget.

**Staff Recommendation:**

Option # 1: Approve the Selection Committee's Ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC), and authorize staff to negotiate a contract with the top-ranked firm, Wantman Group, Inc. (WGI).

## Report and Discussion

### **Background:**

This item requests the Board's authorization to negotiate a contract for Planning Consultant Services for an Alternative Mobility Funding Systems (AMFS) Study. At the April 26, 2016 budget workshop, the Board voted to tentatively include \$162,500 in the FY 2017 preliminary budget for a joint fee study to be evenly matched with the City of Tallahassee. The Board adopted this level of funding as part of their final 2017 budget. The City Commission approved a matching amount in their 2017 budget and provided the same direction to proceed with this process.

At the June 14, 2016 meeting, the Board directed staff to refine the approach to include 2-phases. Phase I will evaluate the existing concurrency systems and identify alternative mobility funding strategies for implementation in Tallahassee and Leon County. This phase involves significant outreach to industry stakeholders to determine desirable characteristics of a revised fee structure. Phase I will culminate in a recommended methodology that will be brought back to both commissions for consideration. Based on Commission direction at that midpoint, Phase II will then focus on implementation of the selected methodology or a determination may be made to not pursue any further changes. The RFP requires that both Phase I and Phase II of the study incorporate community engagement and industry stakeholder meetings.

This item is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- *Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (2016-18)*

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

- *(EN3) Promote orderly growth and sustainable practices.*

### **Analysis:**

Based on Board and City Commission direction, in October 2016, the Planning Department released a Request for Proposals (RFP) to solicit a firm to provide the above consulting work. Procurement procedures provide that a selection committee evaluate and rank the firms that respond to an RFP and submit that ranking to the elected body for approval or adjustment. Four firms responded to the RFP and their proposals were evaluated and ranked. The selection committee's recommended final ranking of the consultants based on the written proposals is attached (Attachment #1). As this is a jointly funded contract, staff

Staff is requesting approval of the selection committee's advisory ranking of the consultants and authorization to negotiate a contract with the top ranked firm. As this will ultimately be a joint City/County contract, a similar request is scheduled for the City Commission's February 22<sup>nd</sup> meeting. Upon City and County approval of this recommendation, staff will begin negotiation with the top ranked firm. Should staff not be able to reach satisfactory terms for a contract with

the top ranked firm, negotiations will be terminated and an effort made to reach an agreement with one of the other firms, in descending rank order.

Upon successful negotiation with the top ranked firm, staff will bring a proposed contract to the City and County Commission for approval. The RFP outlined goals of the study but intentionally left room for firms to suggest creative approaches. Therefore, the contract will include a much more specific scope of work and schedule. Once the contract is awarded, staff anticipates Phase I take between 6 - 12 months to complete.

As stated above, the RFP solicited proposals for two phases of work. Phase I will evaluate the existing concurrency systems and identify alternative mobility funding strategies for implementation in Tallahassee and Leon County. This phase involves significant outreach to industry stakeholders to determine desirable characteristics of a revised fee structure. Phase I will culminate in a recommended methodology that will be brought back to both commissions for consideration. Based on Commission direction at that midpoint, Phase II will then focus on implementation of the selected methodology. RFP requires that both Phase I and Phase II of the study incorporate community engagement and industry stakeholder meetings.

**Options:**

1. Approve the Selection Committee's ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC), and authorize staff to negotiate a contract with the top-ranked firm, Wantman Group, Inc. (WGI).
2. Do not approve the Selection Committee's ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC).
3. Board Direction.

**Recommendation:**

Option # 1.

**Attachment:**

1. Final Consultant Ranking

**SCORES/RANKING**


REQUEST FOR PROPOSAL No:

0005-17-CC-BC

Professional Services:

TITLE/DESCRIPTION:

Planning Consulting Services for  
Alternative Mobility Funding Systems Study

	A	B	C	D	E	F	I	J	Final Ranking
	Experience/Ability	Past Performance	Approach and Method	Understanding Statement of Work and	Local Vendor	Minority/Women Business Enterprise Plan	Cost Score	Total Points	
Maximum Points for Category	60	40	50	40	5	5	25	225	
Respondents	Rating Section (Final)								
Wantman Group, Inc. (WGI)	53.1	35.4	40.0	32.0	5.0	5.0	25.0	195.5	1
Tindal-Oliver & Associates, Inc.	54.9	35.4	40.0	32.0	0.0	5.0	12.5	179.8	2
Keith and Schnars PA	42.9	35.4	31.4	26.3	5.0	5.0	8.9	154.9	3
Renaissance Planning Group, Inc.	39.4	25.1	40.0	30.9	0.0	5.0	10.6	151.0	4

**Recommended Firm(s):**

Wantman Group, Inc. (WGI)

*Cherel Bryant* 1/10/17  
**Chairperson: Cherie Bryant** Date Signed

Posted: 1/10/2017

Date Time Posted By: Claudia Cooper

(signing on behalf of the committee)

- Cherie Bryant
- Karen Jumonville
- Steve Shafer
- Charles Wu
- Ryan Guffey
- Rick Moore
- Artie White

For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7<sup>th</sup>) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**




# Leon County Board of County Commissioners

## Agenda Item #18

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Consideration of a Full Board Appointment to the Value Adjustment Board

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

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: The full Board to consider the reappointment of Pamela Kiser-Burch to the Value Adjustment Board for a two-year term ending on February 28, 2019.

## 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:**

This item requests the full Board appointment to fill an upcoming vacancy on the Value Adjustment Board.

### **Value Adjustment Board**

Purpose: The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser relating to denials of exemptions/classifications and market values. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB.

Composition: The VAB consists of five members: two County Commissioners, one School Board member, one citizen appointed by the Board of County Commissioners, and one citizen appointed by the School Board. Members serve two-year terms, expiring on February 28, with the full Board making the citizen appointment.

Vacancy: The term of Pamela Kiser-Burch expires February 28, 2017. Ms. Burch is interested in reappointment (Attachment #1) and eligible to serve. No additional applications have been received. See Table #2.

*Table# 2: Value Adjustment Board*

<b>Vacancy</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Applicant</b>	<b>Recommended Action</b>
Pamela Kiser-Burch	2/28/2017	2.	Pamela Kiser-Burch	Reappoint Pamela Kiser-Burch for a two year term ending on Feb. 28, 2019

### **Options:**

1. The full Board to consider the reappointment of Pamela Kiser-Burch to the Value Adjustment Board for a two-year term ending on February 28, 2019.
2. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Email from Cathy Mills regarding VAB reappointment
2. Kiser-Burch application

**From:** Cathy Mills  
**To:** Smach, Mary  
**Date:** 12/28/2016 1:09 PM  
**Subject:** Re: Term Limits for VAB

Yes, she says she "...would love to continue on the VAB."

Cathy Mills  
850-606-4003

On Wednesday, December 28, 2016 at 9:23 AM, <SmachM@leoncountyfl.gov> wrote:  
Hi Cathy,

Thanks for the info. Does Pamela Kiser-Burch wish to be reappointed?

Mary

>>> Cathy Mills 12/28/2016 9:17 AM >>>  
Mary,

To answer both of your questions, the VAB has no enabling resolution or bylaws. It is mandated by FS 194.015

The VAB adopts a resolution each year, also required by law, primarily to establish filing fees but the resolution references other issues as well. But it is not an "enabling resolution."

There are no term limits for any board member.

Let me know if you need anything else.

**Cathy A. Mills**  
Executive Assistant  
BOB INZER, Clerk of the Circuit Court and Comptroller  
2nd Judicial Circuit, Leon County, Florida

**CLERK ADMINISTRATION DIVISION**  
301 S. Monroe Street, #100, Tallahassee, FL 32301  
850-606-4003 (direct line)  
850-606-4005 (Clerk Administration)  
850-606-4013 (fax)

[www.clerk.leon.fl.us](http://www.clerk.leon.fl.us)

On Tuesday, December 27, 2016 at 11:30 AM, <camills@leoncountyfl.gov> wrote:  
Hi Cathy,

I show that Pamela Kiser-Burch's term on the Value Adjustment Board is due to expire on February 28, 2017. I also show she has served for 2 two-year terms. Are there term limits on the citizen seats? Does this board have an enabling resolution or by-laws?

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"

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## VALUE ADJUSTMENT BOARD

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Pamela Kiser-Burch		Date: 1/19/2017 5:07:09PM
Home Phone: (850) 524-5640	Work Phone: (917)338-2200X1409	Email: pamelakiserburch@hotmail.com
Occupation: HUMAN RESOURCES MANAGER	Employer: RELIANT SOLUTIONS	
Preferred mailing location: Home Address		
Work Address: 325 JOHN KNOX ROAD BUILDING M SUITE 205		
City/State/Zip: TALLAHASSEE, FL 32303		
Home Address 1820 OX BOTTOM ROAD		
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?		19 years
Are you currently serving on a County Advisory Committee? Yes		
If yes, on what Committee(s) are you a member? LEON COUNTY PROPERTY APPRAISER VALUE ADJ		
Have you served on any previous Leon County committees? Yes		
If yes, on what Committee(s) are you a member? REGIONAL WORKFORCE PLUS BOARD		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
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
<p><b>(OPTIONAL)</b> 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: 45.00</p> <p>Disabled? No                              District: District 4</p>		
<p><b>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.</b></p>		

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

Name: LUKE STARLING Telephone: 850-570-1436  
Address: 4652 PIMLICO 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](http://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: Pamela Kiser-Burch

This application was electronically sent: 1/19/2017 5:07:09PM

Pamela Kiser-Burch  
1820 Ox Bottom Road  
Tallahassee, FL 32312  
(850) 524-5640

I served as a member of the senior management team at Tri-Eagle Sales from April of 1996 to July 2015, as the Director of Human Resources. I have twenty years of on-the-job experience in the area of Human Resources and over two years of college training in the fields of Office systems Technology, Word Processing and Medical Transcription. I am professional, accurate, efficient, responsible and dedicated. I have a strong working knowledge of OSHA requirements, DOT regulations, State and Federal personnel, labor and wage and hour laws, Florida Alcoholic Beverage laws, risk assessment/mitigation and prevention, conducting investigations, recruiting, benefit administration, policy development and implementation, compensation, COBRA and FMLA requirements, personnel training and development, supervisory skills and multiple computer software programs.

#### Experience

April 23, 1996 to July 31, 2015      Director of Human Resources  
Tri-Eagle Sales

Develop and administer processes to ensure adherence to employee interviewing, hiring, training, disciplinary action and termination. Ensure compensation and benefit programs are competitive and comply with applicable laws. Develop, update and maintain job descriptions, policy manuals, procedure manuals and training manuals for all positions in the company. Responsible for payroll for all 200+ employees at two locations (in 14 counties) of Florida. Chairman of the Safety Committee, Plan Administrator of 401(k) plan, administrator of all company benefit plans (health/ life/dental insurance, FSA accounts, etc.). Represent the company at all in-house and external job fairs and legal proceedings (unemployment hearings, lawsuits, traffic court, etc.). Responsible for conducting investigations for claims of harassment, discrimination, theft, workers comp. injuries, accidents and illegal acts of employees. Conduct background checks on potential new employees and oversee administration of employee evaluations on all employees.

June 29, 1993 – July 11, 1995 Payroll Coordinator/On-Call Staffing Coordinator  
American HomePatient Nursing Services (formerly AmRx)

Customer service, sales, staffing, assisting new and potential employees, typing, filing and answer 6-20 line phone systems. Processing applicant files including verification of certificates and licenses, W-4 and I9 tax forms and conducting HRS and FDLE background checks. Responsible for log and follow-up of M.D. verbal orders, plans of treatment and discharge summaries. On-call after hours and weekends staffing coordinator. Set-up and maintenance of client charts, billing charts, employee files and payroll records. Scheduling applicant interviews and new employee orientations. Full charge of weekly payroll for PRN staff of approximately 200 employees. Ordering nursing and office supplies, as well as special projects for the administrator.

August 1992 – August 1996                      Office Manager  
Inner Circle Martial Arts

Nights and weekends. Ordering supplies, in charge of all customer records, billings and payments. Preparation of fliers, certificates, school patches, screen print logos for uniforms and ordering awards and uniforms. Handled all tournament arrangements including hotel reservations, tournament enrollments, coordinate transportation and chaperones.

College Education  
Tallahassee Community College – 63 Semester Credit Hours

Office Systems Technology – General Office  
Office Systems Technology – Word Processing  
Office Systems Technology – Medical Transcription

References Available Upon Request





**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #19

February 7, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services and Community Partnerships Lamarr Kemp, Sr., Director of Housing Services Dan Rigo, Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #5: Board direction.

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority

February 7, 2017

Page 2

---

## **Report and Discussion**

### **Background:**

At the request of the Housing Finance Authority (HFA), this item seeks Board direction on a revised Ordinance and proposed Resolution that restructures the HFA to operate under their own budget, procurement and contract processes independently of existing County policies and procedures (Attachments #1 and #2). The HFA believes the restructuring, which is similar to the majority of other HFAs in Florida, provides them greater flexibility to respond quickly to investment/partnership opportunities in addressing affordable housing needs.

Pursuant to Chapter 159.604, Florida Statutes, the Board established the HFA on June 10, 1980, through the adoption of Ordinance No. 80-39. The HFA is a dependent special district comprised of seven members appointed by the Board that functions to alleviate a shortage of affordable housing and investment capital for residents who meet specific income qualifications.

Currently, the County Ordinance establishes the HFA's structure, membership, and powers. The Ordinance requires Board approval of all HFA contracts and bond issuance. Additionally, the Ordinance requires Board approval of the HFA's annual budget. As a result, the HFA's budget is included as part of the County budget, its funds are managed by the Clerk of Courts (Finance Department) and its operation is subject to County policies. This includes the County's procurement policies.

On June 16, 2016, the HFA requested staff to prepare and present to the Board changes to the Ordinance that would provide the HFA greater autonomy of its budget, contracts, and policies (Attachment #3). On December 8, 2016, County staff presented the preliminary changes to the ordinance as well as a proposed resolution as requested to the HFA (Attachment #4).

Notice of this public hearing has been timely advertised pursuant to Section 125.66, Florida Statutes (Attachment #5).

### **Analysis:**

As required by Florida Statutes, the proposed amendments to the County Ordinance would establish the findings and declaration of necessity of affordable housing in Leon County and provide for the general powers of the HFA. However, the proposed Resolution would specify the structure, organization, membership, programs and activities of the HFA. This would allow the Board to make any future changes to the HFA without the requirement of a public hearing. Collectively, the revised Ordinance and proposed Resolution would provide the HFA greater autonomy over its budget, contracts, and policies. Board approval would no longer be required for the HFA budget and contracts and as a result, the HFA would have the authority to adopt its own policies. Moving forward, the HFA would provide an annual report to the Board of its programs, activities, and accomplishments.

According to the HFA, these changes would streamline its operation and allow it to be more responsive to its private sector partners and react quickly to changes that may occur for financing

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority

February 7, 2017

Page 3

---

affordable housing projects. The HFA has cited that at times financing development projects may require quick contract approval for services such as credit underwriting, compliance monitoring, servicing, and bond trustees. Greater autonomy would allow the HFA to rapidly adopt and execute a contract and make the appropriate budget adjustments without the requirement of Board approval. Should the Board adopt the revised Ordinance and proposed Resolution, the HFA has indicated that it intends to adopt operating policies that support the best practices of housing finance authorities in Florida.

As previously mentioned, the proposed changes would align the HFA functions with other finance authorities in Florida (Attachment #6). A review of county ordinances around the state found that the overwhelmingly majority do not require Board approval of the budgets and/or contracts of their respective housing finance authorities. Most also have their own staff and legal counsel.

Over the past few years, the HFA has taken several steps to align its functions with other housing finance authorities which have been supported by the Board. As a special district, Florida Statutes provides the HFA the authority to retain professional services. In 2014, the HFA contracted (with Board approval) with The Hendrickson Company to serve as its financial advisor. Mark Hendrickson of the Hendrickson Company has also served as the primary staff of the HFA preparing its agendas, minutes, and financial reports. In December 2016, following Board approval, the HFA contracted with Knowles & Randolph, PA to serve as its legal counsel. Prior to taking these actions, County staff and the County Attorney's Office served as the primary staff and legal counsel to the HFA respectively.

In addition to the finance and legal contract support, the County also increased its direct support of the HFA through modifications to the County real estate policy. Through the policy, the County now provides the HFA the "first right of refusal" for excess property owned by the County and deemed to be appropriate for Affordable Housing. Several parcels have been sold under the policy to support the activities of the HFA.

With the adoption of the revised Ordinance and proposed Resolution, the HFA is also expected to maintain its banking and investments independently from the Finance Department. This would further reduce the role of County staff in the HFA's day-to-day operation. The County's Housing Division currently administers the HFA's housing programs (emergency repair, home rehab, down payment assistance and the home replacement programs) which could be impacted by the proposed changes. The HFA may choose to hire its own staff to administer the program or contract with the County.

Staff has shared with the HFA that the changes would have a fiscal impact on its current operation. According to the Office of Management and Budget, a preliminary review of the services provided to the HFA last year which included banking, auditing and procurement services, totaled an estimated \$16,000. This does not include the cost of County Housing staff time for program administration.

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority

February 7, 2017

Page 4

Although changes would provide the HFA greater authority of its operations, the Board would continue to have the sole discretion to alter or change the structure, organization, programs or activities of the HFA, or to terminate the HFA. Additionally, Board approval would continue to be required for bond issuance by the HFA.

Table 1 provides a summary of the administrative practices and approval authorities for the HFA under the current structure versus the proposed structure.

**Table 1: Summary of HFA Current versus Proposed Changes:  
Administrative Practices and Approval Authority**

<b>Administrative Practices</b>	<b>Current</b>	<b>Proposed</b>
Bond Approval	BOCC	BOCC
Budget Approval	BOCC	HFA
Contract Approval	BOCC	HFA
HFA Program Administration	Leon County Housing	HFA or Leon County Housing
Procurement Services	Leon County Purchasing	HFA
Banking Services	Clerk	HFA
Independent Audit	Included with County Audit	HFA
Financial Advisor	Hendrickson Company	Hendrickson Company
Agendas, Minutes, Financial Reports	Hendrickson Company	Hendrickson Company
Legal Counsel	Knowles & Randolph, PA	Knowles & Randolph, PA

Upon adoption of the proposed Ordinance and Resolution, over the next few months, the HFA intends to draft its operating policies and procedures incorporating those practices commonly used by housing finance authorities. The financial advisor for Leon County’s HFA, who also serves as the executive director of the Florida Association of Local Housing Finance Authorities and contracts with several other housing finance authorities throughout Florida, would guide Leon County’s HFA through this transition.

*Conclusion*

As presented in this item, the HFA is recommending the Board approve allowing the HFA greater independence and authority for the purpose of providing them greater flexibility to respond quickly to investment/partnership opportunities in addressing affordable housing needs. As reflected in Attachment #6, the recommended changes are very consistent with the structure of other HFA’s throughout Florida.

Staff concurs that by allowing the HFA contract and budget approval authority, this eliminates the time necessary for these item to be presented to the Board for final approval. However, neither the HFA nor County staff was able to identify any specific affordable housing opportunities that were not pursued as a result of the current HFA structure. The HFA has stated, however, that as they continue to seek opportunities to support new affordable housing

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws Regarding the Housing Finance Authority and Consider Adoption of a Resolution Establishing the Administrative Practices of the Housing Finance Authority

February 7, 2017

Page 5

---

projects, greater independence will allow them the ability to be more responsive than the current structure allows.

**Options:**

1. Conduct first and only public hearing and adopt the proposed Ordinance amending Chapter 2, Article III, and Division 3 of the Leon County Code of Laws regarding the Housing Finance Authority.
2. Adopt the Resolution establishing the structure, organization, membership, programs and activities of the Housing Finance Authority of Leon County.
3. Conduct first and only public hearing and do not adopt the proposed Ordinance amending Chapter 2, Article III, and Division 3 of the Leon County Code of Laws regarding the Housing Finance Authority.
4. Do not adopt the Resolution establishing the structure, organization, membership, programs and activities of the Housing Finance Authority of Leon County
5. Board direction.

**Recommendation:**

Option #5: Board direction.

**Attachments:**

1. Proposed Ordinance amending Chapter 2, Article III, Division 3 of the Leon County Code of Laws regarding the HFA
2. Proposed Resolution regarding the HFA's structure, organization, membership, programs and activities
3. Minutes of June 16, 2016 HFA Meeting
4. Minutes of the December 8, 2016 HFA Meeting
5. Advertisement of Notice of Public Hearing
6. Housing Finance Authorities Comparison Table

ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING THE HOUSING FINANCE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 10, 1980, the Board adopted Ordinance No. 80-39, creating the Housing Finance Authority pursuant to Chapter 159, Part IV, Florida Statutes (the Florida Housing Finance Authority Law); and

WHEREAS, the provisions pertaining to the Housing Finance Authority are codified at Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, Florida; and

WHEREAS, the Board desires to adopt an ordinance amending Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, regarding the Housing Finance Authority; and

WHEREAS, the proposed ordinance amending Chapter 2, Article III, Division 3 of the Code of Laws of Leon County comports with the provisions set forth in the Florida Housing Finance Authority Law;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR LEON COUNTY, FLORIDA, that:

Section 1. Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**DIVISION 3. HOUSING FINANCE AUTHORITY**

**Sec. 2-71. Findings and declaration of necessity.**

The Board of County Commissioners hereby finds and declares that:

(a) Within this county, ~~the Board of County Commissioners hereby finds and declares that~~ there is a shortage of housing, ~~a shortage of~~ available at prices or rentals which many persons and families can afford, and a shortage of capital for investment in such housing, ~~in the county.~~ This shortage of housing is a threat to the health, safety, morals and welfare of the residents of the county, deprives the county of an adequate tax base, and causes the county to take excessive expenditures for crime prevention and control, ~~of~~ public health, welfare, and safety, fire and accident protection, and other public services and facilities.

1           (b) ~~The Board of County Commissioners further finds and declares that such~~ Such  
2 shortage cannot be relieved except through the encouragement of investment by private  
3 enterprise and the stimulation of construction and rehabilitation of housing through the use of  
4 public financing and the provision of low-cost loans to purchase affordable housing.  
5

6           (c) The financing, acquisition, construction, reconstruction, and rehabilitation of housing  
7 and of the real and personal property and other facilities necessary, incidental, and appurtenant  
8 thereto are exclusively public uses and purposes for which public money may be spent,  
9 advanced, loaned, or granted and are governmental functions of public concern.  
10

11           (d) The Congress of the United States has, by the enactment of amendments to the  
12 Internal Revenue Code of 1954, found and determined that housing may be financed by means of  
13 obligations issued by any state or local governmental unit, the interest on which obligations is  
14 exempt from federal income taxation, and has thereby provided a method to aid state and local  
15 governmental units to provide assistance to meet the need for housing.  
16

17           ~~(d) The provisions of this division are found and declared to be necessary in the public~~  
18 ~~interest.~~  
19

20           (e) ~~The Board of County Commissioners hereby declares there to be~~ There is a need for  
21 a housing finance authority to function in the county to alleviate the shortage of housing and  
22 capital for investment in housing, in the county.  
23

24           (f) The provisions of this division are found and declared to be necessary and in the  
25 public interest as a matter of legislative determination.  
26

27 **Sec. 2-72. Definitions.**  
28

29           The following words, terms and phrases, when used in this division, shall have the  
30 meanings ascribed to them in this division, except where the context clearly indicates a different  
31 meaning.  
32

33           Board shall mean the Board of County Commissioners of Leon County, Florida.  
34

35           Florida Housing Finance Authority Law shall mean Chapter 159, Part IV, Florida  
36 Statutes [F.S. § 159.601 et seq.], as may be amended from time to time.  
37

38           Housing Finance Authority shall mean the Housing Finance Authority of Leon County,  
39 Florida.  
40

41           Uniform Special District Accountability Act shall mean Chapter 189, Florida Statutes, as  
42 may be amended from time to time.  
43



1 **Sec. 2-732. Creation.**  
2

3 There is hereby created under the Florida Housing Finance Authority Law [~~F.S. §~~  
4 ~~159.601 et seq.~~], a separate public body corporate and politic to be known as the Housing  
5 Finance Authority of Leon County, Florida, the housing finance authority of the county, to  
6 function and operate in the territorial boundaries of the county including both the incorporated  
7 and unincorporated areas.  
8

9 **Sec. 2-74. Amendment; termination.**  
10

11 The Board may, at its sole discretion, and at any time, alter or change the structure,  
12 organization, programs or activities of the Housing Finance Authority, and has the power to  
13 terminate the Housing Finance Authority, subject to any limitation on the impairment of  
14 contracts entered into by the Housing Finance Authority and subject to the limitations or  
15 requirements of the Florida Housing Finance Authority Law.  
16

17 **Sec. 2-75. Powers generally.**  
18

19 The Housing Finance Authority is directed to carry out and exercise, without limitation,  
20 all powers and public and governmental functions set forth in and contemplated by the Florida  
21 Housing Finance Authority Law, except as may be expressly set forth in:  
22

- 23 (a) the Florida Housing Finance Authority Law; or  
24  
25 (b) the Uniform Special District Accountability Act; or  
26  
27 (c) a resolution duly adopted by the Board; or  
28  
29 (c) other state or federal law as may be applicable.  
30

31 **Sec. 2-76. Structure; organization.**  
32

33 The structure, organization, membership, programs, or activities of the Housing Finance  
34 Authority shall be as set forth in and contemplated by the Florida Housing Finance Authority  
35 Law and as may be directed by a resolution duly adopted by the Board.  
36

37 **Sec. 2-73. Membership; composition; terms; compensation, etc.**  
38

39 ~~The authority shall be composed of seven members, one of whom shall be designated~~  
40 ~~chairperson. Not less than four of the members shall be knowledgeable in one of the following~~  
41 ~~fields: labor, finance or commerce. The terms of the members shall be four years each, except~~  
42 ~~that the terms of the initial members shall be as follows: two members shall serve a term of one~~  
43 ~~year; one member shall serve a term of two years; two members shall serve a term of three years;~~  
44 ~~and two members shall serve a term of four years. Members shall hold office until his successor~~  
45 ~~has been appointed and qualified. Each vacancy shall be filled for the remainder of the unexpired~~  
46 ~~term. A certificate of the appointment or reappointment of any member shall be filed with the~~

1 clerk of the circuit court, and the certificate shall be conclusive evidence of the due and proper  
2 appointment of the member. A member shall receive no compensation for his services, but shall  
3 be entitled to necessary expenses, including traveling expenses, incurred in the discharge of his  
4 duties.

5  
6 **Sec. 2-74. General powers; administration of business generally.**

7  
8 (a) ~~The powers of the authority granted by the act, subject to the limitations contained~~  
9 ~~herein, shall be vested in the members of the authority in office from time to time. Three~~  
10 ~~members shall constitute a quorum, and action may be taken by the authority upon a vote of a~~  
11 ~~majority of the members present. The authority may employ such agents and employees as it~~  
12 ~~deems necessary. The authority may delegate to an agent or employee such powers or duties as it~~  
13 ~~may deem proper and may employ its own legal counsel.~~

14  
15 (b) ~~The housing finance authority of the county hereby created may transact business~~  
16 ~~and perform duties and exercise all the powers authorized and empowered by the Florida~~  
17 ~~Housing Finance Authority Law subject to the limitations imposed herein.~~

18  
19 (c) ~~Notwithstanding any authority granted herein, or in F.S. ch. 159, pt. IV (§ 159.601 et~~  
20 ~~seq.), the housing finance authority of the county shall have authority to finance, or consider for~~  
21 ~~financing, multifamily and owner-occupied single family housing units, including townhouses~~  
22 ~~and condominiums.~~

23  
24 **Sec. 2-75. Approval of bond issuance.**

25  
26 ~~Any bonds to be issued and sold by the housing finance authority on the negotiated basis~~  
27 ~~authorized in F.S. § 159.613(2) shall first be approved by resolution of the Board of County~~  
28 ~~Commissioners both as to the documents and the method of sale by the housing finance~~  
29 ~~authority.~~

30  
31 **Sec. 2-76. Criteria for eligibility, etc., subject to approval.**

32  
33 ~~Any rules or regulations to be promulgated by the housing finance authority setting forth~~  
34 ~~standards or criteria for determining “eligible persons” in the program shall be submitted to and~~  
35 ~~approved by the Board of County Commissioners prior to implementation.~~

36  
37 **Sec. 2-77. Approval of contracts.**

38  
39 ~~Contracts by the housing finance authority shall first be approved by resolution of the~~  
40 ~~Board of County Commissioners.~~

41  
42 **Sec. 2-78. Approval of budget.**

43  
44 ~~The exercise of any of the powers hereby authorized or conferred is subject to the power~~  
45 ~~of the Board of County Commissioners to approve the budget of the housing finance authority.~~

1 **~~Sec. 2-79. Authorization to change or abolish authority.~~**

2  
3 ~~The Board of County Commissioners may, at its sole discretion, and at any time, alter or~~  
4 ~~change the structure, organizations, programs or activities of the housing finance authority,~~  
5 ~~including the power to terminate the housing finance authority, subject to any limitation on the~~  
6 ~~impairment of contracts entered into by the housing finance authority and subject to the~~  
7 ~~limitations or requirements of F.S. ch. 159, pt. IV [§ 159.601 et seq.].~~  
8

9 **Section 2. Severability.** If any provisions or portion of this Ordinance is declared by  
10 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all  
11 remaining provisions and portions of this Ordinance shall remain in full force and effect.  
12

13 **Section 3. Conflicts.** All ordinances or parts of ordinances in conflict with the  
14 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
15 extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended,  
16 which provisions shall prevail over any parts of this ordinance which are inconsistent, either in  
17 whole or in part, with the said Comprehensive Plan.  
18

19 **Section 4. Effective Date.** This ordinance shall have effect upon becoming law.  
20

21 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon  
22 County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
23

24 LEON COUNTY, FLORIDA  
25

26  
27 By: \_\_\_\_\_  
28 John E. Dailey, Chairman  
29 Board of County Commissioners  
30

31 ATTESTED BY:  
32 Gwendolyn Marshall, Clerk of Court  
33 & Comptroller, Leon County, Florida  
34  
35

36 By: \_\_\_\_\_  
37

38  
39 APPROVED AS TO FORM:  
40 Leon County Attorney's Office  
41  
42

43 By: \_\_\_\_\_  
44 Herbert W. A. Thiele, Esq.  
45 County Attorney  
46

**RESOLUTION NO. R17-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REGARDING THE STRUCTURE, ORGANIZATION, MEMBERSHIP, PROGRAMS AND ACTIVITIES OF THE HOUSING FINANCE AUTHORITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 10, 1980, the Board adopted Ordinance No. 80-39, creating the Housing Finance Authority pursuant to Chapter 159, Part IV, Florida Statutes (the Florida Housing Finance Authority Law); and

**WHEREAS**, the provisions pertaining to the Housing Finance Authority are codified at Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, Florida; and

**WHEREAS**, on February 7, 2017, the Board approved an ordinance amending Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, regarding the Housing Finance Authority; and

**WHEREAS**, the ordinance amending Chapter 2, Article III, Division 3 of the Code of Laws of Leon County provides that the Board may, by resolution, provide for the structure, organization, membership, programs or activities of the Housing Finance Authority;

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR LEON COUNTY, FLORIDA**, that:

**Section 1. Declaration of need.**

The Board of County Commissioners hereby reasserts and declares the need for a housing finance authority to function to alleviate the shortage of housing and capital for investment in housing in the county.

**Section 2. Membership; terms; compensation; quorum.**

(a) The Housing Finance Authority (the "Authority") shall be composed of seven members appointed by the Board of County Commissioners (the "Board"), one of whom shall be designated chairperson. Not less than a majority of the members shall be knowledgeable in one of the following fields: labor, finance, or commerce.

(b) The terms of the members shall be four years each. Members shall hold office until a successor has been appointed and qualified. Each vacancy shall be filled for the remainder of the unexpired term. A certificate of the appointment or reappointment of any member shall be filed with the clerk of the circuit court, and the certificate shall be conclusive evidence of the due and proper appointment of the member.

(c) A member shall receive no compensation for his or her services, but shall be entitled to necessary expenses, including traveling expenses, incurred in the discharge of duties.

(d) A majority of the members constitutes a quorum, and action may be taken by the Authority upon a vote of a majority of the members present.

**Section 3. Conflicts of interest prohibited; disclosure.**

Members and employees of the Authority shall comply with the conflict of interest prohibitions and disclosure requirements set forth in Section 159.606, Florida Statutes, as amended.

**Section 4. Removal of members; amendment; termination.**

A member of the Authority may be removed by the Board without cause by a three-fifths vote of the Board, or for neglect of duty or misconduct in office by a majority vote of the Board. In addition, the Board may, at its sole discretion, and at any time, alter or change the structure, organization, programs or activities of the Authority, and has the power to terminate the Authority, subject to any limitation on the impairment of contracts entered into by the Authority and subject to the limitations or requirements of the Florida Housing Finance Authority Law.

**Section 5. Powers; authority.**

(a) The powers of the Authority granted by Chapter 159, Part IV, Florida Statutes (the Florida Housing Finance Authority Law), are vested in the members of the Authority in office.

(b) The Authority is authorized to transact business, perform duties, and exercise those public and essential governmental functions set forth in Chapter 159, Part IV, Florida Statutes.

(c) The Authority is authorized to exercise those functions and activities provided by and consistent with Section 159.608, Florida Statutes, which includes the following:

1. To sue and be sued;
2. To have a seal;
3. To make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
4. To make, and from time to time amend and repeal bylaws, rules and regulations;
5. To own real and personal property;
6. To purchase or make commitments to purchase loans;
7. To borrow money through the issuance of bonds;
8. To make loans;
9. To deposit funds into an account with a lending institution; and
10. To invest funds.

**Section 6. Agents and employees; legal counsel; create or assist in creating not-for-profit corporations.**

The Authority may:

(a) Employ such agents and employees, permanent or temporary, as it requires and may determine the qualifications, duties, and compensation of those agents and employees. The Authority may delegate to an agent or employee such powers or duties as the Authority may deem proper.

(b) Employ its own legal counsel.

(c) Create or assist in creating corporations that qualify as not-for-profit corporations under s. 501(c)(3) of the Internal Revenue Code of 1986, as amended, and under the laws of this state, and that are engaged in acquiring, constructing, reconstructing, or rehabilitation qualifying housing developments.

**Section 7. Budgets; Audits; Financial Reporting; Bond Issuance.**

(a) The Authority's budgets, audits, and financial reports shall be prepared, adopted, and reported in compliance with Chapter 189, Florida Statutes (the Uniform Special District Accountability Act).

(b) Prior to and as of the date of this Resolution, the Authority's annual budget, in accordance with Section 189.016(5), Florida Statutes, has been contained within the general budget of the Board, and clearly stated as the budget of the Authority. The Authority's annual budget shall continue to be contained within the Board's budget. Notwithstanding that however, the Board, as provided for in Section 189.016(5), Florida States, hereby gives its concurrence for the Authority, at the Authority's option, to be budgeted separately; provided that such option shall not be available to the Authority until after the end of the Board's Fiscal Year 2016-2017 on September 30, 2017.

(c) The Authority shall provide any budget or financial information requested by the Board at the time and place designated by the Board.

(d) Pursuant to Section 189.016(9), Florida Statutes, as amended, the Authority shall provide its annual financial audit reports in accordance with Section 218.39, Florida Statutes, as amended.

(e) Any bonds to be issued and sold by the Authority as authorized by Chapter 159, Part IV, Florida Statutes, shall first be approved by resolution of the Board both as to the documents and the method of sale by the Authority.

**Section 8. Annual Report to the Board.**

The Authority shall provide an annual written report to the Board of its programs, activities, and accomplishments.

**Section 9. Limitations.**

(a) The Authority shall not finance the acquisition, construction, reconstruction, or rehabilitation of any “qualifying housing development,” as defined by Section 159.603, Florida Statutes, for its own profit or as a source of revenue to the state or any local governmental unit, except when it is for the Authority’s offices and affordable housing.

(b) The Authority shall have no power to acquire property by eminent domain.

(c) Each “qualifying housing development,” as defined by Section 159.603, Florida Statutes, of the Authority shall be subject to the applicable planning, zoning, health, and building laws, ordinances, and regulations.

(d) The Authority shall not exercise any power otherwise prohibited by Chapter 159, Part IV, Florida Statutes.

**Section 10. Effective Date.** This resolution shall have effect upon adoption.

PROPOSED, PRESENTED AND PASSED by the Board of County Commissioners of Leon County, Florida this 7th day of February, 2017.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTESTED BY:  
Gwendolyn Marshall, 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

**Leon County Housing Finance Authority  
June 16, 2016  
Meeting Minutes**

---

**MEMBERS PRESENT:** Mr. Mike Rogers, Chairman  
Mr. Thomas Lewis, Vice-Chairman  
Dr. Jeffrey Sharkey, Secretary  
Mr. Andrew Gay  
Mr. Allen Stucks

**MEMBERS ABSENT:** Ms. Gail Milon

**FINANCIAL ADVISOR:** Mr. Mark Hendrickson  
Ms. Susan Leigh

**STAFF PRESENT:** Ms. Eryn Calabro- Director, HSCP  
Mr. Lamarr Kemp, Director, Housing Services, HSCP  
Ms. Jennifer Sousa  
Mr. Dan Rigo, County Attorney's Office  
Ms. Mitzi McGhin, Leon County Real Estate  
Mr. Mike Battle, Leon County Real Estate  
Mr. Scott Ross, Leon County Office of Financial Stewardship

**GUESTS PRESENT:** Ms. Karen Miller, Tallahassee Lenders' Consortium  
Mr. Len Hardy, Tallahassee Lenders' Consortium

**Call to Order by Chairman Rogers**

With a quorum present, Chairman Rogers called the HFA meeting to order at 12:02 P.M.

---

**Agenda Item #1**                      **Membership Roll Call.** Staff called the Membership Roll and attending members were Chairman Rogers, Mr. Lewis, Dr. Sharkey, Mr. Gay, and Mr. Stucks.

---

**Agenda Item #2:**                      **Approval of the June 16, 2016, Agenda**

**Action Taken:** Chairman Rogers called for a motion for approval of the June 16, 2016 Meeting Agenda. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

---

**Agenda Item #3:**                      **Approval of the May 12, 2016, Minutes**

**Action Taken:** Chairman Rogers called for a motion for approval of the May 12, 2016 Meeting Minutes. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

---



**Agenda Item #4: Public Comment**

**Action Taken:** Ms. Miller of the Tallahassee Lenders' Consortium spoke, expressing a desire to partner with the HFA on the disposition of properties.

---

**Agenda Item #5A Financial Report**

Mr. Gay and Mr. Hendrickson presented a report on HFA finances. A discussion followed. Chairman Rogers called for a motion to accept the May 31, 2016 Financial Statement.

**Action Taken:** Mr. Stucks motioned to accept the May 31, 2016 Financial Statement and was 2<sup>nd</sup> by Dr. Sharkey. Motion passed unanimously.

---

**Agenda Item #5B: Presentation of Income & Expense through March 31, 2016**

Mr. Gay and Mr. Hendrickson reported on Income and Expenses through May 31, 2016. They explained how a new subordinate loan had been discovered, had paid in full, and how that was reflected by a footnote in the report.

**Action Taken:** No Action Required

---

**Agenda Item #5C: Reconciliation of Leon County Detailed Expense Report to HFA Financial Statement and Income & Expense Report**

Mr. Gay and Mr. Hendrickson reported on how the detailed expense report generated by Leon County had been adjusted for reconciliation with the HFA's Financial Statement and Income and Expense Report.

**Action Taken:** No Action Required

---

**Agenda Item #6A: Emergency Repair Program**

Mr. Kemp reported that new staff was expected in October, at which time the program would be reactivated.

**Action Taken:** No Action Required.

---

**Agenda Item #6B: Financial Advisor Contract**

Mr. Hendrickson presented a contract for Financial Advisory services, as requested by the Board at the April meeting. He stated that Mr. Rigo had reviewed the contract and that his comments were included. Mr. Hendrickson stated that if approved by the HFA, the contract would need to be approved by the BOCC. Mr. Stucks asked Mr. Rigo if the contract was fine as-is. Mr. Rigo responded in the affirmative.

**Action Taken:** Chairman Rogers called for a motion to approve the Financial Advisor contract. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

---

**Agenda Item #6C: Legal Services RFQ**

Mr. Hendrickson and Mr. Rigo presented a proposed RFQ for legal services. Mr. Hendrickson stated that dates would need to be filled in, and that the RFQ could be issued within one week—allowing Board action on the RFQ at the August meeting. Mr. Rigo discussed requiring attendance of the General Counsel at HFA meetings. A discussion followed, with the consensus of the Board being that attendance should be required, and that the respondents to the RFQ be allowed to propose either a fixed or hourly fee.

**Action Taken:** Chairman Rogers called for a motion to authorize the issuance of the Legal Services RFQ. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

---

**Agenda Item #6D: County Real Estate Policy**

Mr. Hendrickson explained that the County had adopted a new Real Estate Policy, and that the HFA had the right of first refusal for properties deemed suitable for affordable housing. Mr. Rigo explained in detail how the process would work, emphasizing that the details of the procedures for property disposition needed to be worked out. Mr. Ross, Mr. Battle, and Ms. McGhin explained that their office would be the primary entity moving properties through the process, and pledged to work with the HFA. A lengthy discussion followed on the process, and the HFA's short term and long term goals for the property. **The Board consensus was that for the immediate future, the goal should be to sell properties, regardless if they would be used for affordable housing, and to use the revenue from the sales to support the affordable housing programs of the HFA.**

**Action Taken:** Chairman Rogers called for a motion for the HFA to accept the new list of thirty-two (32) properties. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

Chairman Rogers called for a motion to authorize the expenditure of up to \$100 per property to list them on the MLS system. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Mr. Lewis suggested an amendment to also authorize listing on the Zillah system. Mr. Stucks and Mr. Gay accepted the amendment. Motion as amended passed unanimously.

**The Board directed Mr. Hendrickson to create a readable summary list of all properties in the system, and to update the larger Master List of Properties adding the new steps (being developed) and the new properties.**

**The Board directed Mr. Rigo and Mr. Ross to move forward with the goal of selling properties as soon as possible to create revenue—for this point in time..**

---

**Agenda Item #6E: Future Role of the HFA**

Mr. Rigo presented an analysis of restrictions placed on the HFA by the Leon County Ordinance governing the HFA that were not required by Chapter 159 (governing statute for local HFA's). A discussion followed on the advantages of greater independence for the HFA, and the steps that would need to be taken to achieve that goal. Chairman Rogers reported that his meeting with the County Administrator indicated that the BOCC and management would be receptive to a greater degree of independence for the HFA.

**Action Taken:** Mr. Stucks motioned to authorize staff and counsel to move forward to work with the County to take the legal steps required for greater HFA independence, including budget, contracts, and name; and to include a new requirement for the HFA to submit an annual report to the County. The motion was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously

---

**Agenda Item #6F: "To-Do" List**

Mr. Hendrickson presented the "to-do" list..

**Action Taken:** No Action Required.

---

**Agenda Item #7: New Business**

Mr. Kemp asked who would make the decision on whether to accept an offer on a property on the affordable housing inventory list. The Board stated that the Real Estate Division staff would make that decision.

The Board thanks Mr. Rigo for his work on the several topics before the HFA today.

---

**Agenda Item # 8: Adjournment**

This meeting was adjourned at 1:55 P.M.

  
Mike Rogers, Chairman

For   
Jeffrey Sharkey, Secretary

Date:

10/13/16

**Housing Finance Authority of Leon County  
December 8, 2016  
Meeting Minutes**

---

- MEMBERS PRESENT:** Mr. Mike Rogers, Chairman  
Mr. Thomas Lewis, Vice-Chairman  
Dr. Jeffrey Sharkey, Secretary  
Mr. Andrew Gay  
Ms. Marnie George  
Ms. Gail Milon  
Mr. Allen Stucks
- MEMBERS ABSENT:** None
- FINANCIAL ADVISOR:** Mr. Mark Hendrickson  
Ms. Susan Leigh
- STAFF PRESENT:** Mr. Shington Lamy, Director, Office of Human Services & Community Partnerships  
Mr. Lamarr Kemp, Director, Housing Services, HSCP  
Ms. Jennifer Sousa  
Ms. Niya Timmons-Lewis  
Mr. Dan Rigo, County Attorney's Office  
Ms. Mitzi McGhin, Leon County Real Estate  
Mr. Scott Ross, Director, Leon County Office of Financial Stewardship
- GUESTS PRESENT:** None

**Call to Order by Chairman Rogers**

With a quorum present, Chairman Rogers called the HFA meeting to order at 12:00 P.M.

---

**Agenda Item #1**                      **Membership Roll Call.** Staff called the Membership Roll and attending members were Chairman Rogers, Vice-Chairman Lewis, Mr. Gay, Ms. George, and Mr. Stucks. Dr. Sharkey and Ms. Milon arrived after the Roll Call.

---

**Agenda Item #2:**                      **Approval of the November 10, 2016, Agenda**

**Action Taken:** Chairman Rogers called for a motion for approval of the December 8 2016 Meeting Agenda. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Ms. George. Motion passed unanimously.

---

**Agenda Item #3:**                      **Approval of the November 10, 2016, Minutes**

**Action Taken:** Chairman Rogers called for a motion for approval of the November 10, 2016 Meeting Minutes. Mr. Stucks motioned to approve and it was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

---

**Agenda Item #4: Public Comment**

**Action Taken:** No public comment.

---

**Agenda Item #5A & 5B Financial Report**

Mr. Gay and Mr. Hendrickson presented a report on HFA finances. A discussion followed on the timing of financial reports and the required 7-day posting to the HFA's website of materials distributed to the Board at a meeting. Mr. Hendrickson noted that when a Board meeting fell early in the month, the 7-day requirement could not be met.

**Action Taken:** The Board directed Mr. Hendrickson to comply with the 7-day requirement, even if it resulted in financials being pushed back by one month.

Mr. Stucks motioned to accept the November 30, 2016 Financial Statement, and was 2<sup>nd</sup> by Mr. Gay. Motion passed unanimously.

The Board asked Mr. Gay and Mr. Hendrickson to recommend a policy for dealing with the timing issue at the January Board meeting.

---

**Agenda Item #6A: Emergency Repair Program**

Mr. Kemp reported that the program had commitments utilizing all funding, but that no repairs had been closed out in the past month.

**Action Taken:** No Action Required.

---

**Agenda Item #6B: Real Estate Activity**

Ms. McGhin presented an updated report on real estate sales and contracts. She reported that:

- 723 Frankie Lane Drive had sold for \$12,000, with \$11,300 net to the HFA
- 114 Osceola Street had sold for 434,1000, with \$33,077 net to the HFA
- 2109 Holton Street is under contract for \$6,500, with an anticipated December closing which would net the HFA \$5,800
- 278 Oakview Drive is under contract for \$27,300, with an anticipated January 2017 closing which would net the HFA \$26,500

**Mr. Hendrickson stated that the revised property spreadsheet would be emailed to Board members after the meeting.** Mr. Rigo stated that he anticipated additional properties to be added to the list in 2017.

Mr. Sharkey asked if the HFA could solicit lending institutions to make donations of property to the HFA. **Mr. Gay volunteered to provide contact information for lending institutions and to assist with the drafting of a letter to them.**

**Action Taken:** No Action Required.

---

**Agenda Item #6C: Future Role of the HFA**

Mr. Hendrickson reported on the background and general status of the proposed changes to the HFA's ordinance that would give the HFA greater autonomy. He presented a chart which showed that virtually all local HFA's in Florida controlled their own budget, contracts, and staffing.

Mr. Rigo reported that an item was on the BOCC agenda for December 13 that would authorize a public hearing on the ordinance changes for the January 24, 2017 BOCC meeting. He explained that the Ordinance governing the HFA would essentially mirror the state statute, and would include only the minimally required items. Mr. Rigo then explained that an accompanying BOCC Resolution would be considered in February, which would have more of the detail on HFA structure and other items. He then explained the proposed Ordinance and Resolution in detail.

Mr. Rigo noted that the Resolution would provide a transition period for the HFA budget and finances, with the HFA still in the County system through September 30, 2017—with the HFA having the option, at its sole discretion—to adopt its own budget and financial system beginning October 1, 2017. Mr. Rigo stated that the Resolution also included a requirement for an annual report from the HFA to the BOCC.

Mr. Hendrickson noted that the HFA would need to have a transition plan for budget, finances, investments, audits, and procurement.

Dr. Sharkey asked County staff if they would still provide support to the HFA. Mr. Rigo and Mr. Lamy stated that they would continue to provide the same level of service. Mr. Rigo noted that the work related to the Real Estate Division was part of the County's adopted policy and procedures for disposition of properties designated for affordable housing.

Mr. Ross stated that the Office of Financial Stewardship did not charge the HFA for their services. **He stated that he would present an estimate of what the costs to his department related to HFA activities would be if charged.**

**Action Taken:** No Action Required.

---

**Agenda Item #6D: "To-Do" List**

Mr. Hendrickson presented the "to-do" list..

**Action Taken:** No Action Required.

---

**Agenda Item #7: New Business**

Mr. Kemp stated that the Board needed to consider approval of travel to the NALHFA and FLALHFA Conferences in 2017. **The Board asked Mr. Hendrickson to provide information on the two conferences at the January 2017 HFA meeting.**

**Action Taken:** No Action Required

---

**Agenda Item # 8:                      Adjournment**

This meeting was adjourned at 12:58 P.M.

---

Mike Rogers, Chairman

---

Jeffrey Sharkey, Secretary      Date:

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 7, 2017, 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 2, ARTICLE III, DIVISION 3 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING THE HOUSING FINANCE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: January 27, 2017



### HFA County Ordinance Comparison

	<b>Contracts</b>	<b>Budget and Audits</b>	<b>Staffing and Legal Counsel Model</b>
<b>Florida Statute (Chapter 159, Part IV and Chapter 189)</b>	159.608(1), F.S. gives HFA's the power "To sue and be sued, to have a seal and to alter the same at pleasure, to have perpetual succession, <b>to make and execute contracts</b> and other instruments necessary or convenient to the exercise of the powers of the housing finance authority, and to make and from time to time amend and repeal bylaws, rules, and regulations, not inconsistent with this act, to carry into effect the powers and purposes of the housing finance authority." There is no statutory requirement for prior BCC approval by resolution. However, the BCC may at any time alter or change the structure, organization, programs, or activities of the HFA.	Chapter 159, Part IV, governing HFA's, does not specifically address budgeting, nor does it require any approval of an HFA's budget by any entity, including the BOCC, of the HFA's budget. 159.608(1)(b) gives HFA's the power "To do anything necessary or appropriate to further the purpose for which a housing finance authority is established..." This power has consistently been read to give HFA's the authority to adopt their own budgets. However, the HFA, as a dependent special district, is subject to the requirements contained in Chapter 189, Uniform Special District Accountability Act.  Chapter 189 requires that proposed HFA budgets be contained within the BCC budget and to be clearly stated as budget of the HFA. However, with the concurrence of the BCC, the HFA may be budgeted separately. Chapter 189 also requires the HFA to comply with the statutory reporting requirements for annual financial audit reports. The HFA may provide for the required annual financial audits by being included in the BCC's annual audit.	159.605(2)(b), F.S., gives the power to HFA's to  1. Employ such agents and employees, permanent or temporary, as it requires and shall determine the qualifications, duties, and compensation of those agents and employees.  2. Delegate to an agent or employee such powers or duties as it considers proper.  3. Employ its own legal counsel.
<b>Active Housing Finance Authorities</b>			
<b>Brevard</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Broward</b>	BOCC approves all HFA contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	County employees assigned to the HFA. Legal services provided by private counsel.
<b>Clay</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Escambia</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA employs staff. Legal services provided by private counsel.
<b>Hillsborough</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Non-bond legal services provided by County Attorney.
<b>Jacksonville</b>	HFA has authority to make and execute its own contracts.	HFA Budget part of City budget, approved by City Council. Single Family bond issue audits performed by independent audit. JHFA operational expenditures part of City audit.	Some staff activities contracted to independent contractor, some performed by City staff on reimbursement basis. Non-bond legal services provided by City.
<b>Lee</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Leon</b>	Sec. 2-77: Contracts by the HFA shall first be approved by resolution of the County Commission.	Sec. 2-78: The exercise of any power of the HFA is subject to the power of the BCC to approve HFA's budget. HFA audit part of County audit.	Some staff activities contracted to independent contractors, some performed by County staff. Legal services provided by private counsel and County Attorney.
<b>Manatee</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Miami-Dade</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA employs staff. Non-bond legal services provided by County Attorney.
<b>Orange</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Osceola</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA audit part of County audit.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Palm Beach</b>	HFA has authority to make and execute its own contracts. Contracts over \$10,000 require BOCC approval	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	Hiring, retention, and salaries set by HFA only. Employees are considered County

<b>Pasco</b>	HFA has authority to make and execute its own contracts.	HFA Board can adopt HFA budget. BOCC approval required. HFA audit part of County audit.	HFA utilizes County staff. Non-bond legal services provided by County Attorney.
<b>Pinellas</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA employs staff. Legal services provided by private counsel.
<b>Polk</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA independent audit submitted to County.	HFA contracts with independent contractor for staff support. Legal services provided by private counsel.
<b>Inactive Housing Finance Authorities</b>			
<b>Alachua</b>	HFA has authority to make and execute its own contracts.	BOCC adopts HFA budget. No BOCC approval required. HFA audit part of County audit.	HFA is not active. HFA has power to employ staff and hire outside legal counsel. Because of limited activity, use County staff for support. Legal services provided by private counsel.
<b>Marion</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required.	HFA is not active. HFA has power to employ staff and hire outside legal counsel. Because of limited activity, uses private counsel for legal and staff support.
<b>St. Johns</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required.	HFA is not active. HFA has power to employ staff and hire outside legal counsel. Because of limited activity, use County staff and County Attorney for legal and staff support.
<b>St. Lucie</b>	HFA has authority to make and execute its own contracts.	HFA Board adopts HFA budget. No BOCC approval required. HFA audit part of County audit.	HFA is not active. HFA has power to employ staff and hire outside legal counsel. Because of limited activity, uses County Attorney for legal and staff support.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #20

February 7, 2017

**To:** Honorable Chairman and Members of the Commission

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
<b>Lead Staff/ Project Team:</b>	Russell Snyder, Administrator, Land Use Planning Mary Jean Yarbrough, Senior Planner, Land Use Division

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option # 1: Adopt proposed ordinance thereby amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district (Attachment #1), based upon the findings of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon.

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 2

---

## Report and Discussion

### **Background:**

This application requests a change to the Official Zoning Map from the OR-2 zoning district to the CP zoning district on approximately 1.27 acres. The subject property is located approximately 510 feet south of the intersection of McKee Road and North Monroe Street on the west side. The applicant indicated to staff that they are interested in operating a commercial retail business on the site if the property is rezoned to CP. The rezoning ordinance and map is included as Attachment #1. A current zoning map of the site is included as Attachment #2.

**Historic Zoning:** The 1989 Historic Zoning Atlas indicates that the historic zoning on the property was General Commercial (C-2). The C-2 zoning district allowed a variety of retail and commercial uses.

**1988:** An approximately 6,300 square foot one-story structure was constructed on the site to accommodate a retail strip center.

**1990:** When the 1990 Tallahassee-Leon County Comprehensive Plan was adopted the subject parcel was placed in the Mixed Use-A Future Land Use Map (FLUM) Category.

**1992:** The Official Zoning Map for Leon County was adopted by Ordinance No.92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject parcel was zoned Office-Residential-2 (OR-2).

**2006:** The Comprehensive Plan was amended to change the FLUM category of the subject parcel from Mixed Use A to Suburban, as a component of Comprehensive Plan reform.

**December 5, 2016:** An application was received requesting a rezoning from the OR-2 zoning district to the CP zoning district.

### **Planning Commission Discussion**

**January 3, 2017:** The Planning Commission held a public hearing on this item and voted (5-0) to recommend the Board of County Commissioners (BCC) adopt the proposed ordinance. The commission also initiated the rezoning of the adjacent parcel located directly south of the subject parcel from OR-2 to CP, which will be scheduled to appear before the BCC in the near future.

### **Analysis:**

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

**I. *Comprehensive Plan.*** Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located in the Suburban Future Land Use Map (FLUM) Category. According to Land Use Policy 2.2.5 (Attachment #3), it is the intent of the Suburban FLUM Category “[t]o create an environment for economic investment or

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 3

reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The [Suburban FLUM Category] predominantly consists of single-use projects that are interconnected whenever feasible.”

The proposed CP zoning district allows a variety of office, community service and commercial land uses that will help to balance and promote the mixed use development pattern included in the Suburban category. Specifically, the proposed rezoning will implement the “Suburban Corridor” pattern identified in Land Use Policy 2.2.5 [L] that allows residential, recreational, light infrastructure and community service, office, and commercial at a residential density of up to 16 units per acre and a non-residential intensity of up to 25,000 square feet per acre.

**2. Conformance with the Land Development Regulations.** *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

Yes. The proposed rezoning conforms to the land development requirements of the CP zoning district. In accordance with Section 10-6.649 of the Leon County Land Development Code (Attachment #4), the CP zoning district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas exhibiting “an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes.” There is a specific requirement in Section 10-6.649 that all new CP districts have access to an arterial or major collector street. The subject site has access to North Monroe Street which is a principal arterial roadway.

A comparison of existing and proposed uses in the OR-2 and CP zoning districts is provided in Table 1, and a comparison of the allowable density and intensity is contained in Table 2.

<b>Table 1: Comparison of Existing and Proposed Permitted Uses</b>		
<b>Permitted Uses</b>	<b>Zoning Districts</b>	
	<b>OR-2</b>	<b>CP</b>
Antique shops	X <sup>(1)</sup>	X
Armored truck services		X
Automotive sales and rental (any kind)		X
Automotive service and repair, including car wash		X
Automobile—retail, parts, accessories etc.		X
Banks and other Financial Institutions	X	X
Bait and Tackle shops		X
Broadcast Studios	X	X
Building contractors and related serves		X
Camera and Photography store		X
Cemeteries		X
Cocktail lounges and bars		X
Commercial kennels		X

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 4

<b>Table 1: Comparison of Existing and Proposed Permitted Uses</b>		
<b>Permitted Uses</b>	<b>Zoning Districts</b>	
	<b>OR-2</b>	<b>CP</b>
Community Facilities including libraries, religious facilities, vocational schools, elementary and middle schools, police/fire stations, and charitable donation stations. Others facilities in accordance with Section 10-6.806	X	
Community Facilities including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Others facilities in accordance with Section 10-6.806. Elementary, middle schools, an high schools are prohibited.		X
Day care center	X	X
Golf Courses	X	X
Gift, novelty and souvenir shops		X
Hotels and Motels, including bed and breakfast	X	X
Indoor amusements (bowling, billiards, skating, etc.)		X
Indoor theatres (including amphitheaters)		X
Laundromats, laundry and dry-cleaning pick up stations	X <sup>(1)</sup>	
Lawn or tree removal services		X
Mailing services	X <sup>(1)</sup>	X
Medical and dental offices, labs and clinics	X	X
Manufactured homes sales lots		X
Mortuaries		X
Motor vehicle fuel sales	X <sup>(1)</sup>	X
Motor vehicle racing tracks, go carts etc.		X
Non-medical offices and services, including businesses and government	X	X
Non-store retailers		X
Nursing home, including other residential care facilities	X	X
Outdoor Amusements (golf courses, batting cages, driving ranges, act.)		X
Off-Street Parking	X	X
Passive and active recreation	X	X
Pawn Stores		X
Personal Services (barbers, fitness clubs etc.)	X	X
Pest control services		X
Photocopying and duplication services		X
Printing and publishing		X
Recreational vehicle park		X
Rental and sales of dvds, video tapes and games	X <sup>(1)</sup>	X
Rental tools, small equipment, party supplies		X
Repair service, non-automotive	X <sup>(1)</sup>	X
Residential, multi-family (up to 16 units per acre)	X	X
Residential, any type, located on or above the second floor of any structure containing non-residential development on the first floor, up to 16 units per acre	X <sup>(1)</sup>	X
Restaurants, with or without drive-in facilities	X <sup>(1)</sup>	X
Retail bakery	X <sup>(1)</sup>	X
Retail caskets and tombstones		X
Retail computer, video, record, electronics		X
Retail department, apparel, and accessory stores		X
Retail drug store with drive thrus (only allowed in a business park development)	X	X
Retail drug store	X <sup>(1)</sup>	X
Retail florist	X <sup>(1)</sup>	X
Retail food and grocery (only allowed in a business park development)	X	

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 5

<b>Table 1: Comparison of Existing and Proposed Permitted Uses</b>		
<b>Permitted Uses</b>	<b>Zoning Districts</b>	
	<b>OR-2</b>	<b>CP</b>
Retail food and grocery	X <sup>(1)</sup>	X
Retail furniture, home appliances, accessories	X <sup>(1)</sup>	X
Retail home/garden supply, hardware, nurseries	X <sup>(1)</sup>	X
Retail jeweler		X
Retail needlework shop and instruction		X
Retail newsstand, books, greeting cards	X <sup>(1)</sup>	X
Retail office supplies		X
Retail optical and medical supplies		X
Retail package liquors		X
Retail pet stores	X <sup>(1)</sup>	X
Retail picture framing		X
Retail sporting goods and toys stores		X
Retail trophy stores		X
Self-moving operation		X
Retail shoes, luggage and leather products		X
Sign shops		X
Single-family attached	X	
Single-family detached	X	
Social, fraternal, and recreational clubs/lodges, including assembly halls	X	X
Stand-alone restaurants without drive thru (only allowed in a business park development)	X	
Studios for photography, music, art, drama, voice	X	X
Two-family dwellings	X	
Tailoring	X <sup>(1)</sup>	X
Towing, wrecking and recovery service		X
Trailer sales and service		X
Veterinary service, including veterinary hospital	X	X
Zero-lot line single-family detached dwellings	X	
Warehouses, mini-warehouses, or self-storage facilities.		X

<sup>(1)</sup> Use must be on the first floor of multi-story building containing office and/or residential uses on any floor above the first floor.

See Attachment #4: §10-6.649 CP Commercial Parkway; §10-6.643, OR-2 Office Residential district charts.



Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 6

<b>Table 2: Development Intensity Allowed by District</b>				
<b>Zoning District</b>	<b>Maximum Residential Density</b>	<b>Maximum Non-Residential Building Size</b>	<b>Allowable Density for Subject Site (1.27 acres)</b>	<b>Allowable Non-Residential Intensity for Subject Site (1.27 acres)</b>
<b>CP</b>	16 du/acre	25,000 SF per acre; or 200,000 square feet of commercial per parcel; storage areas within buildings not to exceed 50,000 square feet. Max. 4 stories.	20 dwelling units	31,750 SF of Commercial
<b>OR-2</b>	8* - 16 du/acre <small>*Minimum density is 8 du/acre unless constrained by concurrency or preservation/conservation features</small>	20,000 square feet of non-residential per acre. Max. 3 stories.	20 dwelling units	22,875 SF of Commercial/office
<b>Net Change in Use</b>			<b>+/- 0 Units</b>	<b>+8,875 SF of Commercial</b>

**3. Changed Conditions.** *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

Yes. The existing vacant structure on the subject site was formerly a retail strip center and rezoning the property to CP will allow a continuation of retail use. The segment of North Monroe Street on which the subject site is located has shown an increase in commercial redevelopment in the past two or three years. A property located approximately 180 feet north of the subject site was rezoned from OR-2 to CP in 2014 and now accommodates a retail auto parts store. Additionally, the CP-zoned property that is directly north of the subject site has recently submitted a site plan to construct a Dollar General store.

**4. Land Use Compatibility.** *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. As indicated in Table 3, there are single-family homes to the west of the property, a credit union to the south, a vacant property to the north, and the subject property is adjacent to North Monroe Street with a pet store across the street to the east.

As indicated in Table 1, both the existing OR-2 zoning district and the proposed CP zoning district would allow the development of a variety of office, retail and multi-family land uses on the subject site adjacent to the single family properties. Some of the uses allowed in the CP zoning district are more intense than those allowed in the OR-2 zoning district, such as automobile repair and cocktail lounges. All potential retail, office or multi-family

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 7

development on the site would be required to meet requirements for vegetative buffers to mitigate the sight and sound impacts of the development to the adjacent single family homes.

However, it should be noted that the subject site is immediately adjacent to North Monroe Street, a high-volume, multi-lane roadway. Development will be oriented toward North Monroe Street, which is adjacent to other CP properties.

Table 3: Surrounding Zoning and Land Use				
Area	Zoning	Land Use	Physical Use	Comments
Subject Parcel	OR-2	Suburban	Vacant retail building	Formerly Brian Barnhard Flooring America
North	CP	Suburban	Vacant	Site plan currently under review for a Dollar General store.
South	OR-2	Suburban	Credit Union	Envision Credit Union
East	LP	Lake Protection	Arterial roadway and retail store	North Monroe Street and Panhandle Pet Supply
West	RP	Residential Preservation	Single-family homes	Northside Court Subdivision

**5. School Considerations.** *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

The proposed rezoning will not have an adverse impact on school capacity (Attachment #5).

**6. Other Matters.** *Are there any other matters, which the Commission may deem relevant and appropriate?*

No.

**Public Notification & Response:**

This request has been noticed and advertised in accordance with the provisions of the Leon County Code of Ordinances (Attachment #6). The Planning Department mailed 112 notices to property owners within 1,000 feet of the subject property, which included a representative from the Old Bainbridge Canopy Homeowners Association. To date, the Planning Department has received one response (See Attachment #7) from a nearby property owner who opposes the proposed rezoning because the new zoning district allows uses (auto repair, auto sales, etc.) that are more community-oriented and do not directly benefit nearby residents.

Title: First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

February 7, 2017

Page 8

---

**Options:**

1. Adopt proposed ordinance thereby amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district (Attachment #1), based upon the findings of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon.
2. Do not adopt said ordinance, thereby not amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district based on the findings and conclusions of the Board of County Commissioners.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Ordinance/Location Map
2. Zoning Map of Subject Property and Surrounding Area
3. Comprehensive Plan Policies
4. Land Development Regulations
5. School Impact Analysis Form
6. Legal Ad
7. Citizen Comment

LEON COUNTY ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE OR-2 OFFICE RESIDENTIAL-2 ZONING DISTRICT TO THE CP COMMERCIAL PARKWAY ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

**SECTION 1.** The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

PRZ160022: From Office Residential (OR-2) to Commercial Parkway (CP)

LEGAL DESCRIPTION:

PART OF LOT 362 OF THE PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY , A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4, OF THE PUBLIC RECORDS OF LEON COUNTY FLORIDA

BEGIN AT A CONCRETE MONUMENT ( FOUND NO NO.) AT THE NORTHWEST CORNER OF LOT 362 AND RUN THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS EAST (BEARING BASE) ALONG THE NORTHERLY BOUNDARY OF SAID LOT 362 A DISTANCE OF 262.97 FEET TO A CONCRETE MONUMENT (FOUND, NO. 1771) ON THE WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 63, U.S. HIGHWAY NO. 27, NORTH MONROE STREET; THENCE SOUTH 23 DEGREES 59 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 200.00 FEET TO AN IRON ROD (FOUND, NO.284); THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS WEST .343.05 FEET TO AN IRON ROD (SET , NO. 4016) ON THE WESTERLY BOUNDARY OF SAID LOT 362; THENCE NORTH 00 DEGREES 22 MINUTES 47 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 362 A DISTANCE OF 182.58 FEET TO THE PINT OF BEGINNING, CONTAINING 55,321.736 SQUARE FEET OF 1.27 ACRES , MORE OR LESS. THE ABOVE DESCRIBED PROPERTY BEING IN SECTION 10, TOWNSHIP 1 , NORTH, RANGE 1 WEST , LEON COUNTY FLORIDA.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended which provisions shall

prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this \_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTEST:  
Gwen Marshall, Clerk of the Court and  
Comptroller, Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

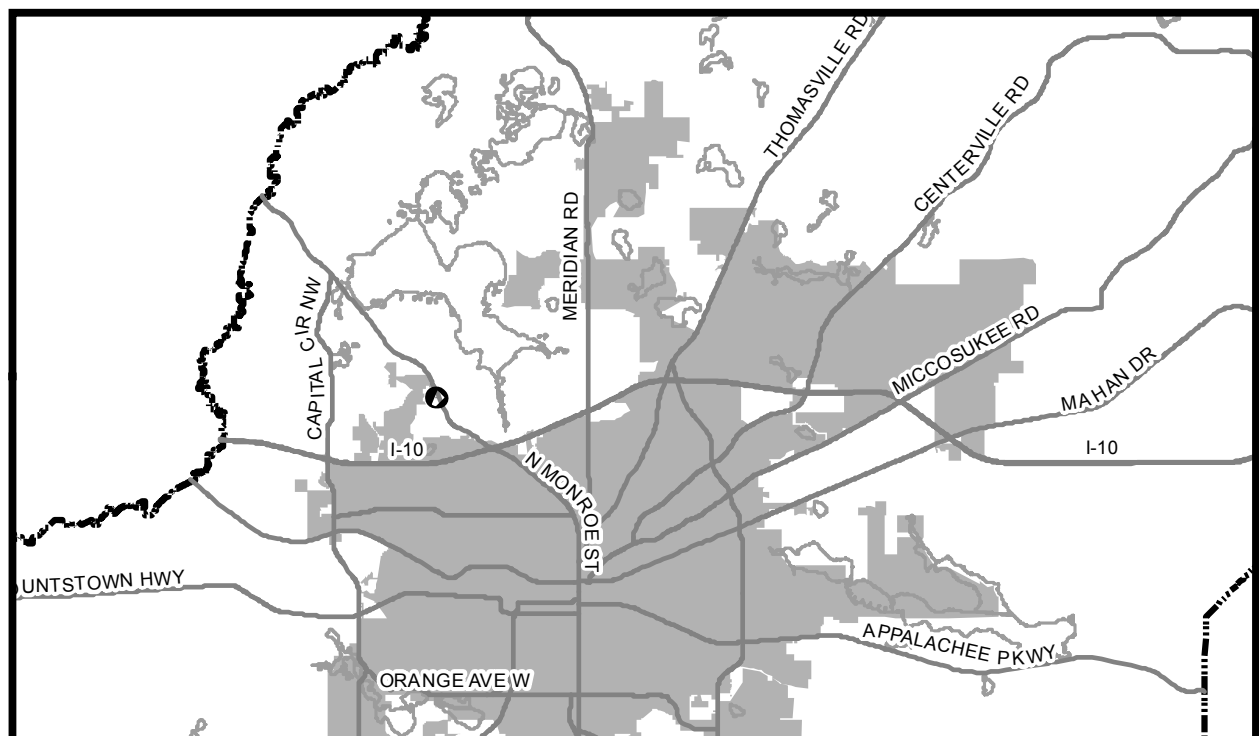
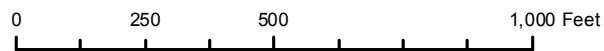
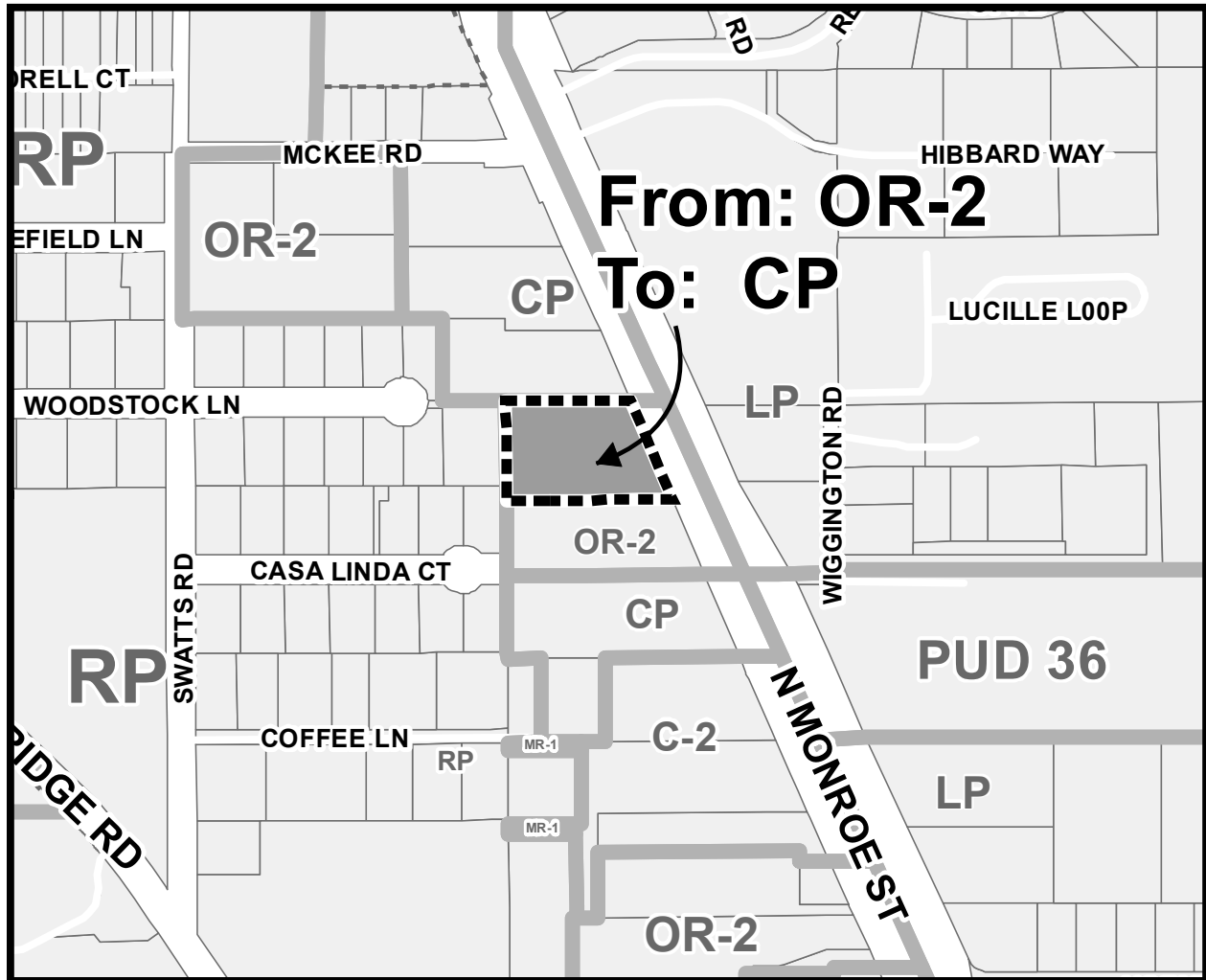
By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

# Exhibit A 3624 North Monroe Street Rezoning

Attachment#1

Page 3 of 3

PRZ #160022





Land Use Element

**Policy 2.2.5: [L]**

**SUBURBAN** (Effective 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Land Use

**Suburban Intensity Guidelines** (Effective 3/14/07; Rev. Effective 7/14/14)

Development Patterns	Allowed Land Uses	Gross Residential Density	Non Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre <sup>(4)</sup>	10,000 sq. ft. per acre	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre <sup>(4)</sup>	10,000sq ft. per acre <sup>(5)</sup>	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 units/acre	20,000 sq. ft. per acre	
Medium Density Residential Office	Residential, Office, Ancillary 1 <sup>st</sup> Floor Commercial, Recreation, Light Infrastructure, Community Service & Post Secondary Schools	8 to 20 units/acre	20,000 sq ft per acre <sup>(6)</sup>	
Village Center	Residential, Office, Commercial up to 50,000 sq ft. maximum business size. Centers shall not be located closer than 1/4 mile to another village center or commercial development including more than 20,000 sq ft of floor area.	8 to 16 units/acre	12,500 sq ft. per acre per parcel for center 20 acres or less <sup>(7)</sup>	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 units/acre <sup>(2)</sup>	Up to 20,000 sq ft/acre <sup>(2)</sup>	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 units/acre	Up to 25,000 sq ft/acre <sup>(8)</sup>	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 units/acre <sup>(1)</sup>	80,000 sq ft/acre <sup>(2)</sup>	
Business Park	Office, Residential and Commercial,	Up to 16 units/acre	20,000 sq ft/acre	5-10%
Light Industrial	Office, Commercial up to 10,000 sq ft per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post Secondary Schools and ancillary residential	1 unit / development	20,000 sq ft /acre <sup>(9)</sup>	



**Notes:**

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in

I-33

*Land Use Element*

category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Section 10-6.649. CP Commercial Parkway District

<b>PERMITTED USES</b>		
<b>1. District Intent</b>	<b>2. Principal Uses</b>	<b>3. Accessory Uses</b>
<p>The CP district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas exhibiting an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes. The CP district is characterized by a linear pattern of development. The access management standards set forth in the CP district addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and to promote smooth and safe traffic flow of the general traveling public.</p> <p>To encourage the benefits from mixed use development where residences are located in close proximity to the office and commercial uses allowed within the district including convenience and opportunity for residents and improved market access for business establishments, medium density multi-family residential development up to a maximum of 16 dwelling units per acre is allowed.</p> <p>Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments in the CP district that share parking facilities, have parking structures and/or have high floor area ratios are encouraged in the CP district.</p> <p>The principles of traditional neighborhood developments are encouraged, though not required.</p> <p>New CP districts in the Suburban FLUM category shall have access to arterial or major collector streets.</p>	<p>(1) Antique shops.  (2) Armored truck services.  (3) Automotive sales and rental (includes any type of motor vehicle including boats and motorcycles).  (4) Automotive service and repair, including car wash.  (5) Automotive-retail, parts, accessories, fires, etc.  (6) Bait and tackle shops.  (7) Banks and other financial institutions.  (8) Broadcasting studios.  (9) Building contractors and related services, without outdoor storage.  (10) Camera and photographic stores.  (10) Cemeteries.  (11) Cocktail lounges and bars.  (12) Commercial kennels.  (13) Community facilities, including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-10-6.806.  (15) Day care centers.  (16) Gift, novelty, and souvenir stores.  (17) Golf courses.  (18) Hotels and motels, including bed and breakfast inns.  (19) Indoor amusements (bowling, billiards, skating, etc.).  (20) Indoor theaters (including amphitheaters).  (21) Laundromats, laundry and dry-cleaning pickup stations.  (22) Lawn or tree removal services.  (23) Mailing services.  (24) Medical and dental offices, services, laboratories, and clinics.  (25) Manufactured home sales lots.  (26) Mortuaries.  (27) Motor vehicle fuel sales.  (28) Motor vehicle racing tracks, go-carts, etc.</p>	<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator.  (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.</p>

PERMITTED USES																		
2. Principal Uses	3. Accessory Uses																	
<p>(60) Retail optical and medical supplies.                      (61) Retail package liquors.                      (62) Retail pet stores.                      (63) Retail picture framing.                      (64) Retail sporting goods, toy stores                      (65) Retail trophy stores.                      (66) Self-moving operation.                      (67) Retail shoes, luggage, and leather products.                      (68) Sign shops.                      (69) Social, fraternal and recreational clubs and lodges, including assembly halls.                      (70) Studios for photography, music, art, drama, voice.                      (71) Tailoring.                      (72) Towing, wrecking, and recovery services.                      (73) Trailer sales and service.                      (74) Veterinary services, including veterinary hospitals.                      (75) Warehouses, mini-warehouses, or self-storage facilities.                      (76) Other uses which, in the opinion of the land use administrator, are of a similar and compatible nature to those uses described in this district and provided the use is not specifically permitted in another zoning district.</p>	<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.</p>																	
DEVELOPMENT STANDARDS																		
Use Category	4. Minimum Lot or Site Size																	
	<table border="1"> <thead> <tr> <th>5. Minimum Building Setbacks</th> <th>6. Maximum Building Restrictions</th> </tr> <tr> <th>a. Front</th> <th>a. Building Size (excluding gross building floor area used for parking)</th> </tr> </thead> <tbody> <tr> <td> <table border="1"> <thead> <tr> <th>b. Lot Width</th> <th>c. Lot Depth</th> <th>b. Side-Interior Lot</th> <th>c. Side-Corner Lot</th> <th>d. Rear</th> </tr> </thead> <tbody> <tr> <td>none</td> <td>none</td> <td>none</td> <td>25 feet</td> <td>10 feet</td> </tr> </tbody> </table> </td> <td> <table border="1"> <thead> <tr> <th>b. Building Height</th> </tr> </thead> <tbody> <tr> <td>4 stories</td> </tr> </tbody> </table> </td> </tr> </tbody> </table>	5. Minimum Building Setbacks	6. Maximum Building Restrictions	a. Front	a. Building Size (excluding gross building floor area used for parking)	<table border="1"> <thead> <tr> <th>b. Lot Width</th> <th>c. Lot Depth</th> <th>b. Side-Interior Lot</th> <th>c. Side-Corner Lot</th> <th>d. Rear</th> </tr> </thead> <tbody> <tr> <td>none</td> <td>none</td> <td>none</td> <td>25 feet</td> <td>10 feet</td> </tr> </tbody> </table>	b. Lot Width	c. Lot Depth	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	none	none	none	25 feet	10 feet	<table border="1"> <thead> <tr> <th>b. Building Height</th> </tr> </thead> <tbody> <tr> <td>4 stories</td> </tr> </tbody> </table>	b. Building Height
5. Minimum Building Setbacks	6. Maximum Building Restrictions																	
a. Front	a. Building Size (excluding gross building floor area used for parking)																	
<table border="1"> <thead> <tr> <th>b. Lot Width</th> <th>c. Lot Depth</th> <th>b. Side-Interior Lot</th> <th>c. Side-Corner Lot</th> <th>d. Rear</th> </tr> </thead> <tbody> <tr> <td>none</td> <td>none</td> <td>none</td> <td>25 feet</td> <td>10 feet</td> </tr> </tbody> </table>	b. Lot Width	c. Lot Depth	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	none	none	none	25 feet	10 feet	<table border="1"> <thead> <tr> <th>b. Building Height</th> </tr> </thead> <tbody> <tr> <td>4 stories</td> </tr> </tbody> </table>	b. Building Height	4 stories					
b. Lot Width	c. Lot Depth	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear														
none	none	none	25 feet	10 feet														
b. Building Height																		
4 stories																		
Any Permitted Principal Non-Residential Use	<table border="1"> <thead> <tr> <th>5. Minimum Building Setbacks</th> <th>6. Maximum Building Restrictions</th> </tr> <tr> <th>a. Front</th> <th>a. Building Size (excluding gross building floor area used for parking)</th> </tr> </thead> <tbody> <tr> <td>25 feet</td> <td>25,000 s.f. of building floor area per acre and commercial uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for storage areas with buildings.</td> </tr> </tbody> </table>	5. Minimum Building Setbacks	6. Maximum Building Restrictions	a. Front	a. Building Size (excluding gross building floor area used for parking)	25 feet	25,000 s.f. of building floor area per acre and commercial uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for storage areas with buildings.											
5. Minimum Building Setbacks	6. Maximum Building Restrictions																	
a. Front	a. Building Size (excluding gross building floor area used for parking)																	
25 feet	25,000 s.f. of building floor area per acre and commercial uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for storage areas with buildings.																	

<p><b>DEVELOPMENT STANDARDS (continued from page 1 of 2)</b></p>
<p><b>7. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</b> Capital Circle from Centerville clockwise to I-10 Driveway access to Capital Circle from Centerville Road in the northeast to I-10 in the northwest is prohibited except for:</p> <ul style="list-style-type: none"> <li>a) Existing driveway access as of December 31, 1995;</li> <li>b) A single driveway access for properties in existence before December 31, 1995 which have sole access to Capital Circle and do not have other street access; and</li> <li>c) Temporary driveway access which may be permitted for properties which establish permanent access to another public street and grant the City or County the right to close the temporary access without compensation upon conversion of Capital Circle to a limited access or controlled access roadway.</li> </ul> <p>All Arterials and Major Collectors: Full movement access to an arterial or major collector shall not be permitted closer than 330 feet to another full movement access point, nor within 660 feet of a signalized intersection. Right-in/right-out access to an arterial or major collector shall not be permitted closer than 330 feet to another access point, nor within 100 feet of a signalized intersection, except properties with sole access to an arterial or major collector are permitted at least one right-in/right-out access point. Properties with 660 feet or more of arterial and major collector frontage may be permitted multiple accesses to a single street based upon a traffic safety and capacity evaluation. All development fronting on an arterial or major collector shall record a joint access and cross easement benefiting adjoining properties fronting on the same arterial or major collector.</p> <p><b>Minor Collectors</b> Full movement access to a minor collector shall not be permitted closer than 200 feet to another full movement access point, nor within 400 feet of a signalized intersection. Right-in/right-out access to a minor collector shall not be permitted closer than 100 feet to another access point, nor within 200 feet of a signalized intersection.</p> <p><b>Local Streets</b> Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection.</p> <p><b>8. Street Vehicular Access Restrictions:</b> Properties in the CP zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street directly across from where the vehicular access point is proposed: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.</p> <p><b>9. Additional Criteria for Charitable Donation Stations:</b> Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A "charitable donation station" is considered a community service/facility regulated by Section 10-6.806 of these regulations.</p>
<p><b>GENERAL NOTES:</b></p> <ul style="list-style-type: none"> <li>1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.</li> <li>2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.</li> <li>3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parts, etc.).</li> </ul>

Section 10-6.643. OR-2 Office Residential district.

		PERMITTED USES			3. Accessory Uses				
		1. District Intent	2. Principal Uses	(1) Passive and active recreational facilities. (12) Personal services. (13) Retail drug store with drive thru (only allowed in a business park development) (14) Retail food and grocery (only allowed in a business park development) (15) Single-family attached dwellings. (16) Single-family detached dwellings. (17) Social, fraternal, and recreational clubs and lodges, including assembly halls. (18) Stand alone restaurants without drive thru (only allowed in a business park development) (19) Studios for photography, music, art, dance, drama, and voice. (20) Veterinary services, including veterinary hospitals. (21) Zero-lot line single-family detached dwellings. (22) Any use permitted in the C-1 district (and is not listed in uses 1-20 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Administrator or designee.				
		DEVELOPMENT STANDARDS			6. Maximum Building Restrictions				
Use Category	4. Minimum Lot or Site Size		5. Minimum Building Setbacks		a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)			
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	d. Rear	c. Side-Corner Lot		
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	25 feet	15 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	25 feet	15 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 s.f. min.; avg. of 2,000 square feet	16 feet	none	15 feet	none	25 feet	15 feet	not applicable	3 stories

Development Standards Continued on Page 2 of 2

<b>DEVELOPMENT STANDARDS</b>										
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories	
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories	
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories	
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories	
<b>7. Additional Criteria and Restrictions for Business Park Development:</b> Commercial uses shall not exceed 25% of the total square feet of the development.										

**GENERAL NOTES:**

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

# SCHOOL IMPACT ANALYSIS FORM

<b>Agent Name:</b> <b>Applicant Name:</b> Ellen Barnard  <b>Address:</b> 1426 Silver Moon Drive Tallahassee, FL 32312	<b>Date:</b> 11-17-16  <b>Telephone:</b> 510-2417 <b>Fax:</b> <b>Email:</b>
---	---

**① Location of the proposed Comprehensive Plan Amendment or Rezoning:**

Tax ID #: 21-10-5-362-1190  
 Property address: 3624 North Monroe Street  
 Related Application(s):

**② Type of requested change (check one):**

- Comprehensive plan land use amendment that permits residential development.
- Rezoning that permits residential development.
- Nonresidential land use amendment adjacent to existing residential development.
- Nonresidential rezoning adjacent to existing residential development.\*

**③ Proposed change in Future Land Use or Zoning classification:**

- Comprehensive plan land use From: \_\_\_\_\_ To: \_\_\_\_\_
- Zoning From: Office Residential (OR-2) To: Commercial Parkway (CP)

**Planning Department staff use only:**

**④ Maximum potential number of dwelling units permitted by the request:**

Number of dwelling units: 16 du per acre max 1.270 acres 20 units  
 Type(s) of dwelling units: Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor.

**Leon County Schools staff use only:**

**⑤ School concurrency service areas (attendance zones) in which property is located.**

	<b>Elementary: Springwood</b>	<b>Middle: Griffin</b>	<b>High: Godby</b>
Present capacity	_46_	_9_	_258_
Post Development capacity	_42_	_7_	_252_

Calculations based on maximum possible students-single family < 1000 base square feet  
 School Board approved at the January 10, 2017 Meeting

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.



## NOTICE OF AN AMENDMENT TO THE OFFICIAL ZONING MAP

Notice is hereby given that the Leon County Board of County Commissioners will conduct a public hearing on Tuesday, February 7, 2017, at 6 pm, at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled to wit:

### ORDINANCE NO. 17-

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE OR-2 OFFICE RESIDENTIAL-2 ZONING DISTRICT TO THE CP COMMERCIAL PARKWAY ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The application is for an amendment to the Official Zoning Map Changing the Zoning Classification from the Office Residential-2 (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District.

The Board of County Commissioners proposes to adopt an ordinance changing the zoning on the property(ies) indicated on the above map which lie(s) in unincorporated Leon County. The applications are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service. For further information pertaining to this ordinance, contact the Tallahassee-Leon County Planning Department, 3rd Floor, Renaissance Building, 435 N. Macomb Street, Tallahassee, FL 32301; Phone 850-891-6400. Copies of said Ordinance may be inspected in the Planning Department.

Posted 4:30 p.m. on January 30, 2017



If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

The form below is for your convenience and may be returned to Mary Jean Yarbrough, Tallahassee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

**PLANNING DEPARTMENT**

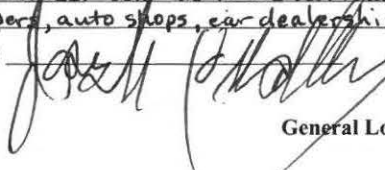
(PRZ160022)

I/We as owner(s) of Lot \_\_\_\_\_, Block \_\_\_\_\_ of the \_\_\_\_\_ (Subdivision)

or street address: 2012 Woodstock Lane wish the following information to be considered by the Planning Commission/Board of County Commissioners: I believe the proposed rezoning

will dramatically reduce the value of surrounding properties by removing directly beneficial businesses and services (restaurants, shops, etc.) and replacing them with businesses that do not provide direct benefits to the surrounding residential community (businesses such as real estate developers, auto shops, car dealerships, etc.). I oppose the rezoning.

SIGNED: \_\_\_\_\_



General Location Map

**3624 North Monroe Street  
Rezoning**

PRZ #160022

