

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, March 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. Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at www.clerk.leon.fl.us.

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that 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.

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, March 7, 2017, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by the Reverend Candace McKibben, Chaplain with Big Bend Hospice

Pledge of Allegiance by Commissioner Mary Ann Lindley

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the 100-year Anniversary of the American Red Cross
(Commissioner Desloge)
- County's Healthy Weight Community Champion Award
(Claudia Blackburn, Florida Department of Health – Leon)

CONSENT

1. Minutes: January 24, 2017 Regular Meeting and February 7, 2017 Regular Meeting
(Clerk of the Court/ Finance/ Board Secretary)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Transition of Emergency Management Services
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
4. Commissioner Appointments to the Contractor's License & Examination Board, the Science Advisory Committee and the Water Resources Committee
(County Administrator/ County Administration)
5. "Division of Animal Control Ordinance Administration Procedures and Guidelines" Policy
(County Administrator/ Public Safety/ Animal Control)
6. License Agreement between Leon County and Little League Baseball, District 20
(County Administrator/ Office of Resource Stewardship/ Parks & Recreation)
7. Washington Square Development Status Report and License Agreement for use of Right-of-Way
(County Administrator/ Public Works/ Engineering Services)
8. Amendment to Leon County's 2017 Legislative Priorities to Support Legislation that Protects Funding for Future Development of the SunTrail
(County Administrator/ County Administration)

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

9. Code Enforcement Board and the Code Compliance Program 2015-2016 Annual Report
(County Administrator/ Development Support & Environmental Management/ Permit & Code Services)

10. Status Report on Leon County's Employee Volunteer Services Program
(County Administrator/ Office of Human Services & Community Partnerships/ Volunteer Services)
11. Supervised Pretrial Release Division's Annual Report
(County Administrator/ Office of Intervention & Detention Alternatives)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

12. Yard Waste Processing Agreement for the Solid Waste Facility
(County Administrator/ Public Works/ Solid Waste Management)
13. Establishment of the FY 2018 Maximum Discretionary Funding Levels and Initial Budget Policy Guidance
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
14. Full Board Appointments to the Apalachee Regional Planning Council, CareerSource Capital Region Board and the Tourism Development Council
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

15. First & Only Public Hearing to Consider an Ordinance Amending Chapter 5, 6, 10, and 14 to Streamline the Nuisance Abatement Process, Reorganize & Rename Chapter 14, and Make Consistent with Florida Law
(County Administrator/ County Attorney)
16. First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled "Supplementary Regulations for Specific Uses" to Add a New Section 10-6.819, Entitled "Medical Marijuana Dispensing Facilities"
(County Administrator/ County Attorney/ Development Support & Environmental Management)

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, April 4, 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

2017

Leon County Board of County Commissioners Meeting Schedule

JANUARY

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OCTOBER

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DECEMBER

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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, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays preceding the Commission meeting.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY Observed
	Tuesday 10	No Meeting	BOARD RECESS
	Monday 16	Offices Closed	MARTIN LUTHER KING, JR. DAY
	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 th Floor Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
February 2017	Tuesday 31 Wednesday 1	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	Wednesday 1 & Thursday 2	<i>FAC New Commissioner Workshop</i>	<i>Seminar for Newly Elected Commissioners Alachua County; Gainesville, FL</i>
	Thursday 2 & Friday 3	<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 the Tourism & Cultural Grant Funding Efforts
		3:00 p.m.	Regular Meeting County Courthouse, 5 th 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>
February 2017 (cont.)	Tuesday 21	1:00 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers
	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>
March 2017	Tuesday 7	1:30 – 2:45 p.m.	Joint City/County Workshop on Cycle 2017 Comprehensive Plan Amendments <u>City Commission Chambers</u>
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & only Public Hearing to consider an Ordinance amending Chapter 5, 6, 10, and 14 to streamline the Nuisance Abatement Process, reorganize & rename Chapter 14, and make consistent with Florida Law
		6:00 p.m.	First of two Public Hearings to consider an Ordinance regulating Medical Marijuana Dispensing Facilities
	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 th Floor Commission Chambers
April 2017	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 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2017 Comprehensive Plan Amendments <u>City Commission Chambers</u>
	<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 th Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Second Public Hearing to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled “Supplementary Regulations for Specific Uses” to Add a New Section 10-6.819, Entitled “Medical Marijuana Dispensing Facilities”</u>
	<i>Thursday 27 & Friday 28</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
May 2017	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		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
	Tuesday 16	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th 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 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments <u>City Commission Chambers</u>
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	Offices Closed	MEMORIAL DAY
June 2017	Tuesday 13	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
	Tuesday 27	No Meeting	NO MEETING
	<i>Tuesday 27 - Friday 30</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Palm Beach County West Palm Beach, FL</i>
July 2017	Tuesday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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>
	Tuesday 25	No Meeting	BOARD RECESS
	<i>Wednesday 26 – Saturday 29</i>	<i>National Urban League Annual Conference</i>	<i>St. Louis, MO</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2017	Tuesday 8	No Meeting	BOARD RECESS
	<i>Thursday 10 - Sunday 13</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island, FL</i>
	Tuesday 22	No Meeting	BOARD RECESS
September 2017			
September 2017	Monday 4	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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>
	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 th Floor Commission Chambers
		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>			
October 2017			
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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 th Floor Commission Chambers
November 2017			
	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2017 (cont.)	<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
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
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December 2017	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
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS
<hr/>			
January 2018	Monday 1	Offices Closed	
	Tuesday 9	No Meeting	Board Recess
	Tuesday 23	3:00 p.m.	Regular Meeting

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

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)

Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee

Board of County Commissioners (4 appointments)

Water Resources Committee

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

UPCOMING EXPIRATIONS

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)

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)

OCTOBER 31, 2017

Tourist Development Council

Board of County Commissioners (1 appointment)

**Leon County
Board of County Commissioners**

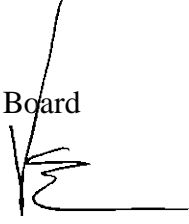
Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: October 27, 2016 Joint County/City Affordable Housing Workshop; January 24, 2017 Regular Meeting, and February 7, 2017 Regular Meeting

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

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: October 27, 2016 Joint County/City Affordable Housing Workshop; January 24, 2017 Regular Meeting and February 7, 2017 Regular meetings.

Fiscal Impact:

This item has no fiscal impact to the County

Staff Recommendation:

Option #1: Approve the minutes of the October 27, 2016 Joint County/City Affordable Housing Workshop; January 24, 2017 Regular Meeting and February 7, 2017 Regular Meeting

Attachments:

1. October 27, 2016 Joint County/City Affordable Housing Workshop Minutes
2. January 24, 2017 Regular Meeting Minutes
3. February 7, 2017 Regular Meeting Minutes

**JOINT CITY/COUNTY WORKSHOP
AFFORDABLE HOUSING
LEON COUNTY, FLORIDA
October 27, 2016**

The City and County Commissions met in special joint workshop session on October 27, 2016, in the City Hall Commission Chambers with City Commissioners Gillum, Miller, Ziffer and Richardson and County Commissioners Dailey, Lindley, N. Maddox, Dozier and Desloge present. Also present were City Manager Fernandez, County Administrator Long, Deputy City Attorney Jackson, City Treasurer-Clerk Cooke, City staff, County staff, and members of the public. County Commissioner Proctor arrived at 9:42 a.m. City Commissioner S. Maddox arrived at 9:50 a.m. County Commissioner Sauls was absent.

Mayor Gillum called the meeting to order at 9:35 a.m.

Mayor Gillum welcomed all to the Tallahassee City Commission and Leon County Commission joint workshop meeting regarding affordable housing efforts in Tallahassee / Leon County.

For the record, County Commissioner Dailey announced he would be departing the meeting just prior to 10 a.m. to attend the Leon County Canvassing Board meeting in order to make a quorum, and that County Commissioner N. Maddox, also a member of the canvassing board, would remain for the joint workshop session.

CITIZEN INPUT

Mayor Gillum inquired if anyone desired to address the Commissions relative to the published agenda. There were no speakers.

AFFORDABLE HOUSING EFFORTS UPDATE

County Administrator Long stated that existing city and county housing programs continue to fulfill an important need geared toward home rehabilitation efforts, as well as home ownership; however, the waiting list for such services exceeds available resources. County Administrator Long reported that included in today's agenda materials was an analysis of opportunities that exist to address outdated, and in some cases obsolete, large-scale housing projects. The County Administrator explained that today city and county staffs, as well as community partners, would present best practices and introduce some holistic models to be considered through the establishment of an Affordable Housing Workgroup, a working group consisting of a broad section of the community, both nonprofit and private sector, tasked to create a pilot project that leverages potential partnerships to provide a new affordable housing model.

City Manager Fernandez stated that it goes without saying that affordable housing is critical to the quality of life and economic vitality of any community. The City Manager stated that information would be presented today regarding the progress of current housing programs and recommendations for establishing a future path to recalibrate our community's housing programs to ensure continued success. At that time, City Manager Fernandez introduced Mr. Michael Parker, the city's Director of Community Housing & Human Services; Ms. Wanda Hunter, Assistant County Administrator; Mr. Shington Lamy, the county's Director of Human Services & Community Partnerships; Ms. Cherie Bryant, Planning Manager, Tallahassee-Leon County Planning Department; Ms. Brenda Williams, Executive Director of the Tallahassee Housing Authority; and Mr. Mike Rogers, Chair, Leon County Housing Finance Authority.

Assistant County Administrator Hunter outlined the sequence of today's presentation as follows:

- Affordable housing profile
- Leon County's housing program
- City of Tallahassee's housing program
- Affordable housing resources
 - Leon County Housing Finance Authority
 - Tallahassee Housing Authority
- Affordable housing tours
- Affordable housing workgroup

**AFFORDABLE HOUSING PROFILE &
CITY / COUNTY HOUSING PROGRAMS**

Mr. Michael Parker stated that the foundation for any affordable housing strategy should begin with a compilation of data that supports the needs of the community. Mr. Parker advised that, typically, U.S. Department of Housing and Urban Development (HUD) criteria was used to identify one's level of need. Mr. Parker explained the definitions of residents deemed as "low income" (paid 80% or less of the area median income) and "cost burden" (spend 30% or more of income on housing), noting that such persons were identified as a party in need. Mr. Parker pointed out that those residents meeting these requirements comprised the affordable housing community, or the need community, and this group consisted of working families, all the way down the spectrum to those with little or no income, or who may have financial support needs in addition to housing needs, and that any affordable housing strategy needs to be diverse and needs to be targeted to address all needs.

Mr. Parker pointed out that local university students living off-campus typical would qualify as "low income" and "cost burden," and that these students had been identified and removed from the dataset as to not skew the data. Mr. Parker stated that homeownership was also important because, typically, a low level of homeownership would reflect that there were barriers in the community that keep people from attaining homeownership. Mr. Parker reported that students had a similar impact on the ratio of homeownership in our community, and where you have transitory populations like students, who are not trying to ascend into homeownership, that it is important to adjust that data accordingly.

Mr. Parker recommended a primary focus on homeownership for the following reasons: (1) homeownership is a key element of community revitalization; (2) to complement public funds (assistance) that are exclusively designated for rental housing; and, (3) restrictions placed on primary funding sources which require they be used toward homeownership. Mr. Parker described the very successful revitalization efforts of the Medical Commons and the Carolina Oaks developments, both in the Frenchtown neighborhood, and emphasized that the present market value of those two developments is why homeownership needs to continue to be an important part of this community's program.

Regarding the City of Tallahassee's Housing Program, Mr. Parker described the Down Payment Assistance Program and the Community Redevelopment Agency (CRA), and then outlined the following Housing Rehabilitation Programs:

- Emergency home repair
- Owner-occupied housing rehabilitation
- Accessibility rehabilitation
- Code enforcement rehabilitation

Mr. Parker stated that Tallahassee, as an "Entitlement Community," receives annual funding directly from HUD under certain programs. Mr. Parker highlighted a sampling of this year's funding sources as well as described the City's affordable housing trust fund.

County Commissioner Dailey departed the Commission Chambers at 9:55 a.m. and did not return.

Regarding Leon County's Housing Program, Mr. Shington Lamy stated the county's program is also designed to preserve and expand homeownership with housing rehabilitation and replacement for residents of the unincorporated areas of the community. Mr. Lamy noted that Leon County has not been designated or identified as an "Entitlement Community" and, therefore, its primary funding source is the State Housing Initiatives Partnership (SHIP) Program, and the county also competes with other small and midsize communities for Community Development Block Grant (CDBG) funding. Mr. Lamy reported that it is important that Leon County continue to assist the residents of the unincorporated area because there is currently a waiting list of over 400 homeowners in need of home rehabilitation such as roof replacements or assistance with septic tanks.

LEON COUNTY HOUSING FINANCE AUTHORITY

Referencing the detailed report of the Leon County Housing Finance Authority (HFA) included within the Affordable Housing Efforts Report attached to the agenda item, Mr. Mike Rogers, Chair, HFA, provided a brief summary regarding the HFA with regards to its specific rights, responsibilities, and role in the community, noting recent activities and accomplishments. In conclusion, Mr. Rogers highlighted the following successes of the HFA:

- 1) the contribution of \$37,500 toward an \$18.7 million project, Kenwood Place Apartments, for 112 units of senior housing;
- 2) \$100,000 in funding for the rehabilitation of 8 local homes; and,
- 3) an emergency home repair program providing up to \$1,650 per home to address immediate needs.

Mr. Lamy informed that the services of the HFA are not limited to the unincorporated areas of the community, allowing HFA to provide services countywide.

TALLAHASSEE HOUSING AUTHORITY

Ms. Brenda Williams, Executive Director, Tallahassee Housing Authority (THA), provided a brief overview of the THA. Ms. Williams described the THA as a quasi-governmental agency that currently owns and manages 542 units of public housing with an annual budget of \$22 million. Ms. Williams identified Tallahassee's public housing sites as (1) Springfield Apartments, 1700 Joe Louis Street; (2) Orange Avenue Apartments, 2710 Country Club Drive; (3) Goodbread Hill, 950 Edgehill Circle; and, (4) Pinewood Place, 2940 Grady Road. In addition, Ms. Williams reported that THA owns and manages 41 single-family homes located throughout Tallahassee, as well as awarding 2,100 housing choice vouchers, more commonly known as the "Section 8" housing program.

Ms. Williams stated that Springfield Apartments and Orange Avenue Apartments have been a management nightmare, both having constant problems with underground utilities and infrastructure; and, that the THA looked forward to redeveloping both sites, beginning with the Orange Avenue complex. Ms. Williams reported that a request for qualifications (RFQ) for a developer to prepare a master plan for developing the Orange Avenue site into a mixed-income / mixed-use community was underway and that it was her hope that preparation of the master plan would begin in January 2017 and be completed by the end of April. Ms. Williams noted that the financing for said development would be determined as the master plan is developed.

County Commissioner Lindley confirmed THA's plan for complete demolition and redevelopment of the Orange Avenue site into a mixed-use property which could include some homeownership. Discussion ensued.

City Commissioner Richardson stated that he was very interested in a Community Redevelopment Agency (CRA) for the South City region and he inquired regarding the importance of a CRA in the efforts to revitalize the Orange Avenue area. Ms. Williams responded that a CRA would provide more opportunities to apply for funding, particularly tax credits. Ms. Williams noted that the THA was not looking for any funding from the CRA on the front-end; however, benefit would result on the back-end.

City Commissioner Miller stated that she had a level of concern regarding rebuilding on the same location because of the flood zone, and City Commissioner Miller suggested the possibility of moving the site to another city-owned property in the area.

Mayor Gillum inquired regarding the need for additional affordable housing. Ms. Williams responded that currently there were approximately 2,100 families on the THA's waiting list.

County Commissioner N. Maddox inquired regarding the displacement of the current residents of the Orange Avenue Apartments. Ms. Williams responded that, because the property would be redeveloped in phases, she anticipated relocation would be limited to a few vouchers being issued initially; and then, after the first phase was complete, any further need for relocation would be limited. Ms. Williams stated that it was important to note that HUD requires that every relocated public housing family must be provided the opportunity to return to the site. County Commissioner N. Maddox stated that he agreed with the concept of mixed-income; however, he questioned the ratios of income levels and if there would be adequate units to accommodate all the families currently living at the Orange Avenue site. Ms. Williams responded affirmatively, adding that the 29-acre site, once redeveloped, could accommodate double the present number of units. County Commissioner N. Maddox inquired regarding the management of the new facility. Ms. Williams responded that, because it would be a tax-credit property, the redeveloped site would be privately managed.

Discussion continued.

City Commissioner Ziffer expressed his belief that there was a need to include current Orange Avenue Apartment residents, as well as representatives of the school district, in any future conversations regarding this redevelopment. Ms. Williams assured that the current residents would participate in the master planning process.

City Commissioner Richardson requested that staff comment on Tallahassee's requirement that new development provide affordable housing. County Commissioner Proctor added that he would like to know to what extent developers have been allowed to purchase their way out of implementing inclusionary housing. Mr. Parker responded that the City's inclusionary housing ordinance was designed to provide for the distribution of housing throughout the community and that affordable housing was the desired byproduct. Mr. Parker explained that the inclusionary housing requirement is only triggered when a development exceeds 50 units and is located in a geographic area where the average income exceeds the average income of the community at-large.

Mr. Parker stated that, to his knowledge, there have been no projects that have triggered the inclusionary housing ordinance within the last five to seven years; however, as a part of development agreements there are two lots in the Evening Rose development reserved for affordable housing, and, as part of the Southwood development of regional impact (DRI) negotiations, because of the State requirements for commercial development, there were funds contributed for affordable housing. Mr. Parker also pointed out that there was no commensurate county ordinance. City Manager Fernandez interjected that the Welaunee planned unit development (PUD) project, as part of the development agreement, has included within the development over 100 inclusionary units.

City Commissioner Richardson inquired regarding the amounts budgeted for affordable housing by the city and the county. Mr. Lamy responded that Leon County's funding sources are SHIP dollars and CDBG funds through the competitive grant process.

County Commissioner Proctor expressed his opinion that this ratio limited inclusionary affordable housing. County Commissioner Proctor asked Ms. Williams if there was any type of housing emergency that could be declared in order to expedite development of affordable housing. Ms. Williams responded that she was not aware of any emergency funding available. County Commissioner Proctor stated that it seemed, recognizing the current inventory, there was an affordable housing crisis and he recommended increasing Tallahassee's housing inventory with a bond effort.

County Commissioner N. Maddox inquired regarding the possibility of tax credits. Ms. Williams responded that tax credits were awarded through a lottery system, and that THA had applied several times -- unsuccessfully. Ms. Williams advised that one requirement of the Orange Avenue RFQ was a provision for financing options other than tax credits. Discussion ensued.

Mayor Gillum expressed a desire for Ms. Williams to continue to update the Commission on available options regarding the Orange Avenue redevelopment to allow appropriate Commission feedback.

AFFORDABLE HOUSING TOUR

Ms. Cherie Bryant, Planning Manager, Tallahassee-Leon County Planning Department, briefed the Commissions on the Knight Foundation's *Knight Cities Challenge Grant* sponsored tour of affordable housing projects located in New Orleans and Baton Rouge, Louisiana; Atlanta and Athens, Georgia; and St. Petersburg and Tampa, Florida. Ms. Bryant reported that overall these site visits demonstrated the following themes:

- A holistic approach to affordable housing – providing programs and services that enhance the quality of life for the family or individual;
- Strong and extensive collaboration and partnerships – planning and designing affordable housing developments with partners to leverage funds, technical support, and best practices; and,
- Capital stack/multiple funding streams – utilizing multiple financing sources, including public funds, tax credits, bonds, grants, sales tax programs, and private resources.

Ms. Bryant advised the new projects had replaced dated and dilapidated homes and public housing buildings with brand new, state-of-art developments incorporating (1) mixed-income housing; (2) an education strategy that would engage the youth from cradle to college; and, (3) easy access to resources that support the community's health and wellness. Ms. Bryant identified the models / strategies used at these sites as:

- Holistic approach
- Strong collaboration & partnerships
- Capital stack/multiple funding stream
- Mixed-income
- Education strategy
- Access to health and wellness resources

City Commissioner Miller requested a presentation of this tour to the City Commission. Commissioner Miller also expressed her hope that attention to health and education be incorporated in any effort regarding affordable housing. County Commissioner Lindley concurred and added her opinion that a holistic community -- a community that provides education, health programs, and financial training -- should be a governing principal in regards to housing. County Commissioner N. Maddox agreed. Discussion ensued.

City Commissioner Richardson reminded that housing was only one aspect of neighborhood and community redevelopment and revitalization, and that public infrastructure had to be in place to support housing. City Commissioner Richardson pointed out the need for a new Southside high school. County Commissioner Proctor concurred and strongly suggested to the school district that the redlining of its investment of public dollars into majority-black census tracts needed to cease and desist.

FUNDING SOURCES / STREAMS

Mr. Lamy displayed a listing of funding streams - a process earlier referred to as capital stacking - used for The Trio housing project located in Tampa. Mr. Lamy pointed out that, in addition to the multiple funding streams, there were also multiple partners that made this project happen. Mr. Lamy described a tour of local affordable housing projects that was conducted and explained how said tour reinforced that there was a need and demand for affordable housing in this community. Mr. Lamy stressed the need for more collaboration and coordination in the community.

RECOMMENDATIONS

Mr. Parker and Ms. Hunter briefed the Commissions on recommended options 1 through 5, as outlined in the Affordable Housing Report attached to the agenda item. Mr. Parker pointed out the most significant recommendation was the creation of an Affordable Housing Workgroup to develop a comprehensive, collective way to address affordable housing needs. Ms. Hunter briefed the Commission on the "Guiding Principles" as outlined in Option 4, and, pointed out that all 5 of the recommendation support the Affordable Housing Workgroup.

COMMISSION DISCUSSION

County Commissioner Dozier expressed excitement regarding taking the next steps. County Commissioner Dozier **moved that Options 1 through 4 be Phase 1 for the Affordable Workgroup, and to expand Phase 1 to include the assessment of land use and other programs to identify what is working, what is not working, what might be an impediment, where we might be able to coordinate better, and other funding resources that other communities use and how to best leverage those resources; and, then move to Option 5 as Phase 2 for the Affordable Workgroup.**

The motion died for lack of a second.

County Commissioner Dozier stated that the 150-day time cycle was why she moved that Option 5 be identified as Phase 2 and she proposed, if the creation of a Phase 2 was the reason the motion lacked a second, that she would **amend her motion to move Options 1 through 5 with the caveat that the assessment of land use and other programs to identify what is working, what is not working, what might be an impediment, where we might be able to coordinate better, and other funding resources that other communities use and how to best leverage those resources be included.** City Commissioner Ziffer seconded the motion.

County Commissioner Dozier asked if there was a desire to consider conducting a joint City/County housing expo to provide training options to contractors, homeowners, and renters. County Commissioner Dozier also voiced her opinion that any specific funding for continuum of care (COC) programs should be in coordination with COC to meet the requirements of HUD.

City Commissioner Ziffer agreed that it was vitally important to include the homeless in the discussion, as well as the Leon County School District with regards to a "Community School." City Commissioner Ziffer also noted that there was the option of a municipal charter school that could be considered. City Commissioner Ziffer expressed his opinion, if there was a city-owned parcel of land that would be appropriate for potential housing opportunities, that he believed it should be considered. County Commissioner Desloge agreed that both governments had an inventory of potential parcels that would be appropriate for potential housing opportunities.

County Commissioner Proctor inquired if County Commissioner Dozier was receptive to Option 3 including a member, or an appointee, of the Leon County School Board. County Commissioner Dozier responded affirmatively. County Commissioner Proctor expressed his belief that there was an opportunity, with the use of local public dollars and local banks, to create a Community Reinvestment Act, and that he would like to see such an option explored. Secondly, in light of the redlining by the school district over the years, County Commissioner Proctor expressed his hoped that this joint commission would perhaps consider designating "affordable housing zones." **With regards to the pending motion, County Commissioner Proctor stated that he would like to see stricken from Option 5 (d) the reference to "Purpose Built Communities and others." County Commissioner Dozier and City Commissioner Ziffer indicated their agreement to remove "Purpose Built Communities" as long as the general concept of reviewing other options remained.**

City Commissioner S. Maddox departed the Commission Chambers at 11:10 a.m. and did not return.

County Commissioner N. Maddox stated that he did not believe in the notion of "density is not quality," and that he would recommend, if it was the will of the two commissions to strike "Purpose Built Communities" from Option 5, that "Purpose Built Communities" be added to the top of the vetting list. County Commissioner Lindley interjected that there were also groups in Tallahassee, such as Raintree Community and Graceful Solutions, who have holistic approaches.

City Commissioner Miller requested that city staff present to the City Commission a discussion regarding an inventory of city-owned properties and possible locations for affordable housing, as well as details regarding the Knight Foundation's sponsored tour of affordable housing projects and details regarding the "Purpose Built Communities."

City Commissioner Miller expressed her belief there was a need for new approaches, new ideas, and new ways of doing things to address the community's significant need for affordable housing. Regarding the makeup of the Affordable Housing Workgroup, City Commissioner Miller requested that County Commissioner Dozier, maker of the motion, consider an appointee from United Partners for Human Services (UPHS) to the workgroup. County Commissioner Dozier stated UPHS was included in her motion, not as a committee member, but as someone to work with staff regarding assistance with community conversations and/or research. City Commissioner Miller stated she was happy as long as UPHS was involved in staffing, planning, and discussion.

Regarding Option 4, City Commissioner Richardson inquired if County Commissioner Dozier, the maker of the motion, would include in her motion that the workgroup consider the possibility of a CRA as a tool for obtaining the funding referenced in Option 4(c). County Commissioner Dozier responded, although she was not in favor of a new CRA, reviewing eligible tax incentives within the CRA was something that she expected the workgroup would reflect on, within a broader assessment of different types of funding options not utilized or leveraged. City Commissioner Richardson responded that he would be comfortable as long as it was on the record that the possibility of a CRA would be a part of

the workgroup's discussion. County Commissioner Dozier clarified that she was not suggesting the possibility of a new CRA; that the opportunities within the CRA for other types of funding not currently used, whether it be existing or new, would be considered by the workgroup.

County Commissioner Desloge departed the Commission Chambers at 11:23 and did not return.

County Commissioner Proctor stated Tampa had numerous CRA districts and that he believed it was irrational to foreclose said option. County Commissioner Proctor **moved, as a substitute motion to the motion on the table, to include a new CRA for South City as a potential leveraging source for funding.** City Commissioner Richardson seconded the motion.

Discussion ensued.

City Commissioner Ziffer stated that he believed nothing should be kept off the table; however, City Commissioner Ziffer stated that he did not want to put anything on the table that would extend a resolution too far out into the future. City Commissioner Ziffer reminded that the development of a CRA was not a short-term process.

County Commissioner Dozier clarified that she agreed wholeheartedly with City Commissioner Ziffer's statement that nothing should be taken off the table and that she was fine with the workgroup looking at opportunities for a CRA; however, County Commissioner Dozier reiterated that her distinction was that she did not want to get into the weeds on the development of a new CRA because "this is a huge holistic approach."

Mayor Gillum asked if County Commissioner Dozier's clarification was satisfactory. City Commissioner Richardson expressed his opinion that everything should be on the table because nothing was going to happen overnight. City Commissioner Richardson stated that he was not suggesting the workgroup establish a CRA, however, he was suggesting that, in the context of conversations regarding available funding sources, the workgroup may want to discuss that a CRA could be used as a tool. County Commissioner Dozier stated that she believed everyone was on the same page.

County Commissioner Proctor withdrew his substitute motion; Commissioner Richardson withdrew his second to the substitute motion.

CITIZEN INPUT

Mayor Gillum inquired if anyone desired to address the Commissions relative to the published agenda. The following persons appeared:

Mr. Carlos Boueres, 1337-A Jackson Street, appeared on behalf of Transition Tallahassee and Frenchtown Neighborhood Improvement Association. Mr. Boueres requested that Transition Tallahassee's report regarding co-housing be considered with regards to affordable housing. Mr. Boueres, as Chair of the Frenchtown Neighborhood Improvement Association, announced that the Association would like to increase its participation in the discussion and proposed they be considered as a partner with the City/County regarding affordable housing. Mr. Boueres noted that Frenchtown Neighborhood Improvement Association Board member Mr. Matthew Kopka submitted an application for a seat on the City's Affordable Housing Advisory Committee and requested that Mayor Gillum consider his application.

Ms. Christic Henry, 3121 Pontiac Drive, on behalf of Capital Area Neighborhood Network (CANN) and Council of Neighborhood Associations (CONA), appeared to request that the joint Commissions consider the various segments of the city that could be considered “affordable communities.” Ms. Henry suggested, as a collaborative effort, taking those communities and marketing and branding them as communities with health, education, life-long learning, and intergenerational enrichment assets. Ms. Henry expressed her opinion that people today are buying communities, not affordable housing; and she expressed her hope to be included as a partner in this effort.

Former Mayor-Commissioner Dorothy Inman-Johnson, 2121 Trescott Drive, appeared to bring an immediate awareness to the low-income residents of this community - those who earn 30% or less of the area median income. Ms. Inman-Johnson earnestly requested that the joint Commissions develop a subcommittee to study the affordability of housing, particularly rental housing, for the poor.

Mr. Jim Bellamy, 532 W. Georgia Street, Executive Director of the Frenchtown Neighborhood Improvement Association, questioned why affordable apartments that do not fit into the category being discussed today were being allowed to be constructed on Georgia Street when a majority of the neighbors have objected to said project. Regarding “Purpose Built Housing,” Mr. Bellamy stated that programs similar to the Orlando Neighborhood LIFT program should be considered.

Ms. Rachel Johnson, 3720 Rock Brook Drive, an advocate for residents of low-income housing, appeared to urge the joint Commissions to consider low-income housing as a part of the affordable housing effort. Ms. Johnson advised of the value of providing low-income residents with access to services and resources available to improve their living conditions, and she asked that said assistance also be included as a part of the affordable housing effort.

City Commissioner Richardson stated that it was understood there was an overwhelming need was for low-income housing, but, there was a segment of the working poor that also needed assistance.

County Commissioner N. Maddox expressed his belief that Ms. Inman-Johnson had a valid point regarding the immediate needs of low-income residents and questioned if there was anything in the immediate future that could be done to help. County Commissioner N. Maddox voiced his opinion, if a subcommittee was not developed, that the workgroup should be charged to address the question.

Regarding Option 5, the development of a project, Mayor Gillum inquired if staff was envisioning a partnership with THA, or if Option 5 was referring to a project separate and apart from what THA was planning. Mr. Parker responded that the workgroup was not restricted exclusively to THA’s plan; however, the THA project would be a very high candidate for consideration. Mayor Gillum, emphasizing how dire the need was for low-income housing as well as affordable housing, expressed the importance of a ready-to-go project with a multitude of partners so that the project did not land exclusively on government or any one partner. Mayor Gillum questioned the over-emphasis placed on homeownership and voiced his opinion that the stigma of renting should be removed.

County Commissioner Dozier agreed that low-income housing as well as affording housing was to be addressed. County Commissioner Dozier stated that she respected the idea of a subcommittee very much; however, because of the short turnaround, suggested that subcommittees be a part of the next step, after the first recommendations from the workgroup were received. County Commissioner Dozier inquired if unspent monies in the CRA funds could be used as a funding source to address the immediate needs of low-income residents.

The vote on the motion made by County Commissioner Dozier, as amended, was as follows:

AYE: City Commissioners Gillum, Ziffer, Miller & Richardson; and County Commissioners Proctor, Dozier, Lindley and N. Maddox

NAY: none

ABSENT: City Commissioner S. Maddox and County Commissioners Dailey, Desloge and Sauls.

ADJOURNMENT

There being no further business to discuss, the special meeting adjourned at 12:02 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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
January 24, 2017**

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Justin Barfield, Minister of Discipleship and Music, Good Samaritan United Methodist Church. Commissioner Kristin Dozier then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Kristin Dozier presented a Proclamation honoring Rikki, the Golden Retriever Therapy Dog, on her retirement. The Proclamation spoke to the numerous young readers, therapy patients and crime victims who have been impacted by Rikki. Chuck and Patty Mitchell accepted the Proclamation on behalf of Rikki and thanked Tallahassee Memorial Regional Hospital, members of the animal therapy program, the Second Judicial Circuit of Florida and the Board for its support.

Consent:

Commissioner Proctor moved, duly seconded by Commissioner Jackson, to approve the Consent Agenda, with the exception of Item 6, which was removed from the agenda. The motion carried 7-0.

1. Approval of Minutes: December 7, 2017 Board Retreat; November 22, 2016 Installation Ceremony, Board Reorganization and Regular Meeting, and December 13, 2016 Regular Meeting

The Board approved Option 1: Approve the minutes of the December 7, 2015 Board Retreat; November 22, 2016 Installation Ceremony, Board Reorganization and Regular Meeting, and December 13, 2016 Regular Meeting.

2. Approve Settlement of Claims Matter

The Board approved Option 1: Approve settlement of the claims matter and authorize the County Administrator to execute all documents relative thereto in a form approved by the County Attorney, and authorize the payment of \$200,000 from Risk Management Fund to effectuate the settlement in accord with the Contingent Settlement Agreement and General Release.

3. Adoption of Resolution Approving Performance Bonds for the Sheriff and Deputy Sheriffs and Acceptance of Performance Bonds and Amounts from the Clerk of the Court and Comptroller, Supervisor of Elections, Tax Collector, and Property Appraiser

The Board approved Options 1 & 2: 1) Adopt Resolution approving performance bonds for the Sheriff and Deputy Sheriffs, and 2) Accept performance bonds from the Clerk of the Court & Comptroller, Supervisor of Elections, Property Appraiser, and Tax Collector.

4. Approval of Payment of Bills and Vouchers Submitted for January 24, 2017 and Pre-Approval of Payment of Bills and Vouchers for the Period of January 25 through February 6, 2017

The Board approved the payment of bills and vouchers submitted for January 24, 2017 and pre-approve the payment of bills and vouchers for the period of January 25 through February 6, 2017.

5. Approval of the Fiscal Year 2017/2018 Budget Calendar

The Board approved Option 1: Approve the Fiscal Year 2017/2018 Budget Calendar.

6. REMOVED FROM THE AGENDA:

~~Adoption of Proposed Resolution to Reauthorize the Strategic Team for Amphitheater Grand Entertainment (STAGE) Advisory Committee~~

County Administrator Long advised that the item was removed from the Agenda and would be brought back on a future agenda.

7. Authorization to Proceed with the Analysis of Residential Preservation Zoned Parcels Outside Recorded and Unrecorded Subdivisions within the Urban Service Area to Determine the Appropriate Site Specific Residential Zoning Designation

The Board approved Option 1: Authorize staff to proceed with the analysis of Residential Preservation zoned parcels outside recorded or unrecorded subdivisions within the Urban Service Area to determine the appropriate site specific residential zoning designation.

8. Ratification of Actions Taken at the December 13, 2016 Workshop on the Hurricane Hermine After-Action Report

The Board approved Option 1: Ratify the actions taken at the December 13, 2016 Workshop on the Hurricane Hermine After-Action Report

9. Request to Schedule a Workshop on Establishing the Citizens Charter Review Committee for Tuesday, April 4, 2017 at 1:30 p.m.

The Board approved Option 1: Schedule a Workshop on establishing the Citizens Charter Review Committee for Tuesday, April 4, 2017 at 1:30 p.m.

10. Approval to Enter into an Agreement with the Florida Housing Coalition for Research and Analysis in Support of the Tallahassee-Leon County Affordable Housing Workgroup, to be Funded Equally by Leon County and the City of Tallahassee

The Board approved Options 1 & 2: 1) Approve the County Administrator to enter into an Agreement with the Florida Housing Coalition jointly with the City of Tallahassee in a form approved by the County Attorney, and 2) Authorize the use of \$11,250 from the General Revenue Contingency Account and approve the associated Budget Amendment Request.

11. Acceptance of the 2016 Tallahassee-Leon County Board of Adjustments and Appeals Annual Report

The Board approved Option 1: Accept the 2016 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report.

12. Acceptance of Status Report on 2016 Transfers of Leon County Surplus Computing Equipment to Goodwill Industries

The Board approved Option 1: Accept the status report on 2016 transfers of Leon County surplus computing equipment to Goodwill Industries.

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

- Mickie Britt, 4407 Millwood Land, expressed his concern over Florida's drug laws and the cost to taxpayers for incarceration of nonviolent offenders; provided comment on the importance of education, and discussed Commissioner accountability.

General Business

13. Ratifications of Board Actions Taken at the December 12, 2016 Annual Retreat and Approval of the FY 2017-2021 Leon County Strategic Plan

County Administrator Long introduced the item. He noted that the Board had requested additional information on one of the proposed targets, which will be addressed in Item #14.

Commissioner Maddox commented on the number of initiatives that have been accomplished over the past five years.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Ratify the actions taken by the Board during its December 12, 2016 Annual Retreat, and approve the Leon County Strategic Plan for FY 2017 through FY 2021. The motion carried 6-0 (Commissioner Desloge absent).

14. Acceptance of the Status Report on Building Permitting and Approval of a Five-Year Target to Reduce Single Family Building Permit Review Timeframes for New Construction by 30% in the County's Updated FY 2017-FY2021 Strategic Plan

County Administrator Long introduced the item. He stated that while the Board expressed its support for the target at the Retreat, had requested additional information on why a similar target was not being established for commercial reviews.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Accept the status report on building permitting, and 2) Approve the inclusion of a Target to reduce the single family building permit review timeframes for new construction by 30% over the next five years in the County's updated FY 2017-FY 2021 Strategic Plan.

Commissioner Dozier commended staff on the status report. She voiced appreciation for staff's willingness to address citizen assertions that the cost of County permits were too high and she looked forward to receiving that analysis.

Commissioner Proctor conveyed his concerns regarding the safety of residents who reside in manufactured homes in light of the most recent weather events and asked for clarification regarding the permitting of these structures.

David McDevitt, Development Support & Environmental Management Director, responded that the County does provide permits and conducts inspections of manufactured homes; however, the County not issue permits for manufactured homes build prior to 1975. He noted that surrounding counties continue to permit those less structurally sound homes. He mentioned that the structures are permitted to ensure they are appropriately attached to the foundation

and were properly connected to infrastructure. Mr. McDevitt added that the County previously rezoned several vacant parcels in the southern part of the County to limit the amount of property that can be used for manufactured housing.

Commissioner Proctor continued to convey his concerns about the safety of residents residing in manufactured housing and opined it inherently unfair for the County to continue to permit unsafe structures.

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

15. Consideration of Returning the Day-to-Day Oversight of the Emergency Management Function to Leon County Government

County Administrator Long introduced the item. He noted that the item reflects one of the recommendations offered in the Hurricane Hermine After Action Report. He submitted that the suggested change would result in greater opportunities for year round improvement coordination of emergency management functions, including planning, staffing, training and field operations.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Return the day-to-day oversight of the Leon County Emergency Management under the Board, reporting to the County Administrator, by exercising the 60-day termination clause in the Emergency Management Interlocal Agreement and direct the County Administrator to provide written notification to the Leon County Sheriff's Office.

Commissioner Maddox asked for an update on the past week-end storm. County Administrator Long responded that the Emergency Operations Center initiated partial activation and all operations went very well. He noted that Kevin Peters, Emergency Management Director, was available to provide further information if desired.

Commissioner Proctor expressed his support for the restructuring. He then asked for Board support for the establishment of a Citizens Utility Review Board to represent the residents of the unincorporated areas who are serviced by the City of Tallahassee utilities yet have not voice in utility matters.

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

Chairman Dailey announced that the Board had concluded its regularly scheduled agenda and would now enter into Commissioner Discussion Time.

SCHEDULED PUBLIC HEARINGS

Chairman Dailey reconvened the Board at 6:00 p.m. and the following public hearing was conducted.

16. First and Only Public Hearing to Adopt an Ordinance Amending Chapter 10 of the Leon County Code of Laws to Correct Scrivener's Errors and Inadvertent inconsistencies

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

Chairman Dailey conveyed that he had received a letter from the Friends of Lake Jackson which he submitted for incorporation into the public record. He asked David McDevitt, Development Support & Environmental Management (DSEM) Director, to address these issues brought forth in the letter.

Mr. McDevitt noted that the issues brought up in the correspondence submitted by the Friends of Lake Jackson have been thoroughly vetted during both the DSEM Citizen User Group meeting (December 7, 2016) and the Planning Commission's public hearing on January 3, 2017. He also referenced an e-mail that he provided to the County Administrator responding to the concerns, which he noted was shared with the Board. (A copy of Mr. McDevitt's e-mail is included as part of record.) The three issues brought forward by the Friends of Lake Jackson and responded to by Mr. McDevitt were: 1) the proposed amendment to the definition of "community service"; 2) allowance of an accessory unit, and 3) the level of review that would be required for projects in Lake Protection Node zoning category.

Commissioner Lindley established that the proposed definition of "community service" was both clear and more restrictive.

Commissioner Lindley moved, duly seconded by Commissioner Jackson, approval of Option 1: Conduct the first and only Public Hearing and adopt an Ordinance amending Chapter 10 of the Leon County Code of Laws to correct scrivener's errors and inadvertent inconsistencies. The motion carried 5-0 (Commissioner Maddox out of Chambers and Commissioner Desloge absent).

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

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

Comments/Discussion Items

County Attorney Thiele:

- None.

County Administrator Long:

- None.

Commissioner Discussion Items

Commissioner Desloge:

- Absent.

Commissioner Proctor:

- Reiterated his support for the establishment of a Citizen Utility Review Board, noting that citizens in the unincorporated area have no representation within the City for any concerns they may have regarding their utility service. He also mentioned that he had not seen a City prepared document similar to the County's After Action Report and opined that citizens deserved this type of storm response report from the City.
- Recalled that the Board had a few years ago considered a four-day work week for County employees and that a survey conducted by staff revealed that 86% supported the four-day work week idea. He suggested that the Board again consider this change.

Commissioner Dozier:

- Expressed her appreciation for staff's response to the recent week-end storm and recognized the progress made in implementing recommendations made as part of the Hurricane Hermine After Action Report.
- Suggested that the upcoming Charter Review Committee would be an appropriate forum to bring up Commissioner Proctor's recommendation for the establishment of a Citizen Review Utility Board.

- Commented on the success of recently held Village Square event, “Created Equal: A Conversation About Race” and commended Commissioner Maddox for his leadership at the event.
- Commented on the great event that was the Reader’s Theatre Performance of “Musketeer” held on January 21st and sponsored by the Literary Volunteers of Leon County.
- Thanked the Board for taking the time to honor Rikki and for recognizing the animal therapy program.

Commissioner Jackson:

- Commended Public Works staff on the quick response during and after the storms over the past week-end.

Commissioner Lindley:

- Echoed her appreciation to Public Works and acknowledged the updates provided by the City of Tallahassee.
- Announced that the Canopy Roads Committee would be holding a special workshop at the Renaissance Center on February 15, 2017 at 5:30 and invited fellow Commissioners to attend. She shared that there is a renewed interest by the Committee on maintenance and replanting of trees and that the recent storm events have highlighted the importance of maintaining the urban forests.

Commissioner Maddox:

- Echoed comments by Commissioner Dozier on the “Created Equal” event and announced that the attendance was doubled from what it was last year.

Chairman Dailey:

- On behalf of Chairman Dailey: *Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval for a Proclamation recognizing February 19-27, 2017 as National Engineers Week to be presented at the Board’s February 7, 2017 meeting. The motion carried 6-0 (Commissioner Desloge absent).*

Chairman Dailey recessed the Board for its dinner break and announced it would reconvene at 6:00 to conducted the scheduled Public Hearings.

Receipt and File:

- Public Notice of Pollution – City of Tallahassee Media Advisory December 7, 2016
- Capital Region Community Development District Meeting Minutes September 8, 2016
- Capital Region Community Development District Meeting Minutes October 13, 2016

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:03 p.m.

LEON COUNTY, FLORIDA

ATTEST:

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

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
February 7, 2017**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman John Dailey presiding. Present were Vice Chairman Nick Maddox, and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Jimbo Jackson. Commissioner Desloge participated via teleconference. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Kim Ferrell and Board Secretary Rebecca Vause.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Melton Harrington, Lake Talquin Baptist Church. Commissioner Jimbo Jackson then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Jackson presented a Proclamation recognizing February 19-25, 2017 as Engineers Week. Travis Shannon, Vice-President of the Tallahassee Branch of the American Society of Engineers thanked the Board and invited Commissioners to attend the Engineers Banquet on February 24, 2017 at the Capital City Country Club.
- Commissioner Proctor, along with Commissioner Jackson, presented a Proclamation recognizing the Woodville Jaguars as the National Pop Warner Super Bowl Champions – Division III. Head Coach Marchay “Coach Shu” Shuler thanked the players, assistant coaches, parents, and Pop Warner Board members for their support throughout the 2016 football season.

Consent:

Commissioner Dozier moved, duly seconded by Commissioner Desloge to approve the Consent Agenda, as presented. County Administrator noted the addition of Item #21 under the Consent Agenda. The motion carried 7-0.

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

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

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

The Board approved Option 1: Approve the payment of bills and vouchers submitted for February 7, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of February 8 through March 6, 2017.

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.**

The Board approved 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.

4. **Acceptance of the 2016 Concurrency Management Annual Report**

The Board approved Option 1: Accept the 2016 Concurrency Management Annual Report.

5. **Adoption of Propose New Policy, “Public Notification of Road Closing and Road Closure Request Procedure”**

The Board approved Option 1: Adopt the proposed new policy, “Public Notification of Road Closing and Road Closure Request Procedure”.

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

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

7. **Authorization for the Division of Emergency Medical Services to Participate in the Cardiac Arrest Registry to Enhance Survival Program**

The Board approved Options 1 & 2: 1) Authorize the Emergency Medical Services Division to participate in the Cardiac Arrest Registry to Enhance Survival Program, and 2) Authorize the County Administrator to execute an agreement in a form approved by the County Attorney to effectuate participation in the program.

8. **Adoption of Proposed Revised Policy No. 05-02, “Leon County Ride-Share Program”**

The Board approved Option 1: Adopt the proposed revised Policy No. 05-02, “Leon County Ride-Share Program”.

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 Activities**

The Board approved 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.

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 Acceptance of Committee By-laws

The Board approved Options 1, 2, 3 & 4: 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; 2) Approve the revisions to Section 16(D) of Policy No. 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy; 3) Accept the By-Laws of the newly created Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee, and 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.

11. Acceptance of the 2015-2016 Contractors' Licensing and Examination Board Annual Report

The Board approved Option 1: Accept the 2015-2016 Contractors' Licensing and Examination Board Annual Report

12. Acceptance of the 2016 Science Advisory Committee Annual Report

The Board approved Option 1: Accept the 2016 Science Advisory Committee Annual Report.

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

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

General Business

13. 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

County Administrator Long introduced the item. He announced that North Florida Asphalt was the lowest responsive bid and met the County's MSWBE requirements.

Commissioner Proctor moved, duly seconded by Commissioner Dozier, approval of 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 and authorize the County Administrator to execute. The motion carried 7-0.

14. Adoption of Proposed New Policy, "Street Lighting Eligibility Criteria and Implementation" and Consideration of Proposed Street Lighting Ordinance

County Administrator announced the item. He recalled that the Board had, at its April 2016 Budget Workshop, directed staff to develop a formal policy with specific criteria for the placement of street lights in the unincorporated area on County road/intersections and establish an initial \$125,000 capital improvement project. He noted that the County has seen a continued rise in citizen requests for street lights in unincorporated areas and these requests generally are either for neighborhood lighting or for intersections and other roadway segments. The County Administrator shared that the City and Talquin both provide programs which are detailed in the agenda item. He added that although the County has not historically provided street lighting as a service for the unincorporated area, this policy and associated criteria will

allow staff to identify annually a number of recommended lighting projects for the Board's consideration during the annual budget process.

Commissioner Proctor expressed his support for the proposed policy and suggested that the County consider a similar type policy for road paving. He acknowledged that while the availability of the 2/3-2/3 paving program does provide some relief to residents for street paving, it is prohibitive to those neighborhoods of a certain median income.

Commissioner Jackson complimented staff for efforts in investigating intersections specifically in District 2.

Commissioner Desloge suggested that staff reach out to the Council of Neighborhood Associations (CONA) so that the public can offer input on roads and intersections they deem unsafe.

Commissioner Proctor moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Adopt the proposed Policy, "Street Lighting Eligibility Criteria and Implementation", and 2) Accept staff's update on the current street lighting options available to residents of the unincorporated area and take no further action. The motion carried 7-0.

15. Authorization to Negotiate an Agreement for Federal Lobbying Services with Squire Patton Boggs

County Administrator Long introduced the item. He recollected that the Board, at its December 13, 2016 meeting, accepted staff's recommendation to reject all bids for federal lobbying services to allow time to analyze and re-evaluate the County's federal lobbying strategy amid considerable uncertainty resulting from the 2016 General Election and bring back a status report within 30 days. He articulated that the item recommends the County engage Squire Patton Boggs for federal lobbying services.

Commissioner Dozier voiced her appreciation to staff and Squire Patton Boggs for the modified approach. She mentioned that many community partners rely on federal grant funds and expressed concerns about the impact of potential changes in the departments such as HUD and HHS. She suggested that staff identify opportunities to collaborate with Squire Patton Boggs and community partners in the pursuit of federal grants.

Commissioner Dozier moved, duly seconded by Commissioner Proctor, approval of 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.

Commissioner Proctor encouraged support for the motion and opined that the need for federal representation was very much needed.

The motion carried 7-0.

16. 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

County Attorney Thiele introduced the item. He explained that after the Board's authorization to enter into an Interlocal Agreement with the Florida Development Funding Corporation (FDPC) on June 12, 2016, a new methodology has been developed to implement the PACE residential program. He submitted that the new Agreement between Leon County and FRED

would provide the best course of providing a residential PACE program in Leon County, as well as provide the County, the District and citizens the necessary consumer protections. County Attorney Thiele recognized John Thomas, Renovate America and Ryan Bartkus, FDFC who were available to provide additional information or answer questions for the Board.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of 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, and

SITTING AS THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 2: If the Resolution is adopted, and sitting as the Leon County Energy Improvement District for this matter only, rescind the prior authorization to enter into the Interlocal Agreement with the FDFC.

Commissioner Dozier thanked County Attorney Thiele and his staff for their efforts on this issue.

The motion carried 7-0.

17. Approve the Selection Committee's Ranking for Planning Consultant Services for Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC)

County Administrator Long introduced the item. He conveyed that the item contemplates continuation of previous Board direction to evaluate alternative transportation funding approaches and has been properly budgeted. He stated that once negotiated, the final contract would come back to the City and County Commissions' for final approval.

Commissioner Dozier moved, duly seconded by Commissioner Lindley approval of 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). The motion carried 7-0.

18. Consideration of a Full Board Appointment to the Value Adjustment Board

County Administrator Long introduced the item.

Commissioner Maddox moved, duly seconded by Commissioner Proctor, approval of 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. The motion carried 7-0

Chairman Dailey announced that the Board had concluded its Consent and General Business Agenda and would now enter into Commissioner Discussion time.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

Chairman Dailey reconvened the Board and the following public hearings were conducted. Commissioner Desloge did not rejoin the meeting.

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 Long announced the public hearing and confirmed there were no speakers on this item.

Commissioner Maddox moved, duly seconded by Commissioner Lindley approval of Options 1 & 2. The motion carried 6-0 (Commissioner Desloge absent).

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 Long announced the public hearing.

Chairman Dailey stated for the record that he had received a text message from Jason Jusko regarding this matter and after consultation with County Attorney Thiele conveyed to Mr. Jusko that he could not discuss this matter to him outside of the public hearing. Chairman Dailey encouraged Mr. Jusko to attend the public hearing to share his comments.

Speaker: Jason Jusgrove, 2812 Rabbit Hill Drive, announced that he represented the owner of the subject property and urged the Board to adopt staff's recommendation.

Commissioner Dozier moved, duly seconded by Commissioner Jackson, approval of 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, based upon the findings of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon. The motion carried 6-0 (Commissioner Desloge absent).

ADD-ON ITEM: Included as part of the Consent Agenda

21. Approval of waivers Pursuant to Fla. Stat. §112.313(12) to Allow Certain Stakeholders to Serve on Tallahassee-Leon County Affordable Housing Workgroup

The Board approved Option # 1: Approve collectively, by at least a two-thirds vote, the waivers to allow certain individuals to serve on the Tallahassee-Leon County Affordable Housing Workgroup as shown in their corresponding disclosure forms.

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

- Dr. Ed Holifield expressed his concerns regarding the construction of the Big Bend Care's new facility including issues of worksite contamination and asserted that the facility has no plans to treat uninsured south-side residents despite receipt of CRA money.
 - Commissioner Proctor echoed Dr. Holifield's concerns. He referenced a document from Department of Environmental Protection that furthered his angst. He submitted that there are contaminants on the site that have not been disposed of properly and raised additional concerns that the contractor had spread soils to a larger area. He requested that staff be

directed to review and provide a report on environmental issues at the construction site, to include South Monroe, South Adams and Wallis Streets and Magnolia Drive.

- Commissioner Dozier stated that past development decisions on the Southside has created much of the existing contamination and that redevelopment, such as that funded by the CRA, would help to address the issue in the long-term. She added that permitting for the facility is through the City and State, and any updates would need to come from those entities, not the County.
- Commissioner Proctor stated that it was the government's role to protect the health, safety and welfare of its citizens.
- *Commissioner Proctor moved to direct staff to obtain a status report from the State and City relative to the Big Bend Cares construction site. The motion died for lack of a second.*
- Commissioner Maddox mentioned that he would like to see the DEP documents.
- *Commissioner Maddox moved, duly seconded by Commissioner Dozier, to authorize staff to reach out to the City and State in reference to environmental issues at the Big Bend Cares site and e-mail a report to the Board.*
- Commissioner Lindley suggested that information from the CRA on contamination of this site also be included.
- *Commissioner Maddox amended his motion to include information from the CRA.*
- *The motion as amended carried 6-0 (Commissioner Desloge absent).*

Comments/Discussion Items

County Attorney Thiele:

- Noted that several Commissioners have asked for clarification regarding the upcoming Comprehensive Plan Amendment Cycle, specifically two map amendments. He stated that historically joint City and County Commission meetings have been held to discuss and vote on potential comp plan amendments; however, whenever a city or county specific amendment was presented, the vote taken by the non-affected entity would have no impact on its approval or denial. He then shared that he has had discussions with City Attorney Shelley about devising a new process whereby only amendments affecting the County would be presented to the County Commission for approval and vice-versa. He hoped to have an agenda item prepared for the March Board meeting for the Board to consider.
 - Commissioner Dozier stated that she and other Commissioners have received a number of calls and e-mails from citizens regarding the Myers Park amendment and expressed support for the County's continued participation in the amendment process.
 - County Administrator Long shared that the agenda item would speak to a process whereby the County could formally object to a City amendment that could possibly impact larger countywide planning projects.
 - Chairman Dailey commented that the two City amendments (Killearn Country Club and Myers Park) have generated a lot of attention and established with County Attorney Thiele that only the City Commission vote would be binding; any vote taken by the County Commission would be "ceremonial and not binding". He stated that it was very important for residents to understand that while the County Commission may be interested in this issue, citizens should contact the Mayor and City Commissioners to share their stance on this issue.

County Administrator Long:

- Announced that the Main Library would host an African American Read-In on Sunday, February 12, 2017 from 2 – 4 p.m. in celebration of Black History Month.
- Reminded the Board and citizens that the County would host the Sustainable Community Summit, on February 18, 2017. Registration can be made at www.growinggreen.org/summit.

Commissioner Discussion Items

Commissioner Proctor:

- Reiterated the need to assist low-income citizens with paving of private roads.
 - *Commissioner Proctor moved to direct staff to explore additional opportunities to address the maintenance and paving of private roads. The motion died for lack of a second.*
- *Commissioner Proctor moved, duly seconded by Chairman Dailey, to direct staff to prepare a report on available mental health services available in Leon County for distribution to the public.*
 - Commissioner Dozier expressed support for the motion and suggested that staff seek input from community partners.
 - Commissioner Lindley recommended that staff also take into consideration the National Association of Counties (NACo) initiative regarding mental health care in jails
 - The motion carried 7-0.

Commissioner Desloge:

- Requested County Attorney Thiele write a letter to the Killearn Homeowners Association regarding the County's role in the Comprehensive Plan amendment affecting Killearn Country Club.
- *Requested a Proclamation recognizing the 100th Anniversary of the American Red Cross to be presented at the Board's March 7, 2017 meeting. Approved without objection.*
- Reflected on the recent passing of Don Price, former Mayor, City and County Commissioner and State Legislature.

Chairman Dailey informed Commissioner Desloge that the Board would convene at 6:00 p.m. to conduct the public hearings and there would be a quorum; thus, there would not be a problem should Commissioner Desloge not be available to re-join the public hearings at 6:00 p.m.

Commissioner Lindley:

- Shared that she had recently attended the annual economic forecast breakfast sponsored by the Tallahassee Chamber of Commerce which provided her an opportunity to discuss the Leon Works Expo and Junior Apprenticeship Program, and garnered a lot of interest among participants.

Commissioner Maddox:

- None.

Commissioner Dozier:

- *Requested a Proclamation designating March as Women's History Month, to be presented on March 2nd at the Women's History Month Community Luncheon hosted by the Oasis Center for Women & Girls. Approved without Objection.*
- Expressed her concerns about the potential decreases in available federal funding for health and human service grants and suggested that a meeting be convened with regional nonprofit partners to strategize and discuss this issue. She referenced the success of similar meetings hosted by Commissioner Desloge in preparation for funding opportunities offered through the 2008 stimulus package.
 - *Commissioner Dozier moved, duly seconded by Commissioner Proctor, to authorize Commissioner Dozier to collaborate with staff and the County's federal lobbyist to convene a meeting of regional nonprofit partners to address potential decreases in available federal funds. The motion carried 7-0.*

Commissioner Jackson:

- Reflected on the recent unexpected passing of Tawanana Pompey, a beloved PreK teacher at Fort Braden School.
- Mentioned that February was National Heart Month and encouraged all to make the time to visit their physician for a check-up.

Chairman Dailey:

- None

Receipt and File:

- None.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:32 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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

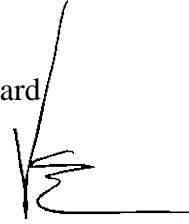
Agenda Item #2

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval March 7, 2017 and pre-approval of payment of bills and vouchers for the period of March 8 through April 3, 2017.

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 March 7, 2017, and pre-approve the payment of bills and vouchers for the period of March 8 through April 3, 2017.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the March 7, 2017 meeting, the morning of Monday, March 6, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until April 4, 2017, it is advisable for the Board to pre-approve payment of the County's bills for March 8 through April 3, 2017, so that vendors and service providers will not experience hardship because of delays in payment. OMB 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 March 7, 2017, and pre-approve the payment of bills and vouchers for the period of March 8 through April 3, 2017.
2. Do not approve the payment of bills and vouchers submitted for March 7, 2017 and pre-approve the payment of bills and vouchers for the period of March 8 through April 3, 2017.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Transition of Emergency Management Services

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

Statement of Issue:

This item establishes the transition of Emergency Management Services, including E-911, from the Leon County Sheriff's Office to Leon County.

Fiscal Impact:

This item has a fiscal impact to the County. Emergency Management grants currently managed by the Sheriff's Office will transfer to the County. Matching Emergency Management grant funds and funds for E-911 are included in the adopted FY 2017 budget.

Staff Recommendation:

- Option #1: Approve the Resolution and Budget Amendment Requests creating E-911 and Emergency Management operating budgets (Attachments #1 & #2).
- Option #2: Authorize the County Administrator, in a form approved by the County Attorney, to execute all Emergency Management grant document necessary to transfer the current Emergency Management Grants from the Sheriff to Leon County.

Report and Discussion

Background:

During the December 13, 2016 Workshop on the Hurricane Hermine After-Action Report, staff provided a presentation on the report detailing the activities of Leon County and partner agencies in preparing for, responding to, and recovering from Hurricane Hermine. One of the recommendations in the report was to direct staff to return the emergency management functions on a year-round basis under the Board of County Commissioners, reporting to the County Administrator.

On January 24, 2017, the Board approved the return of the day-to-day oversight of Leon County Emergency Management under the Board, reporting to the County Administrator, by exercising the 60-day termination clause in the Emergency Management Interlocal Agreement and directed the County Administrator to provide written notification to the Leon County Sheriff's Office. The County Administrator, by correspondence dated January 25, 2017, notified the Sheriff of such termination.

Analysis:

The Emergency Management Services Department consists of a total of seven positions. All these positions will transfer from the Sheriff's Office to Leon County receiving the same pay, FRS, and other standard benefits. In addition, all property, equipment, vehicles and any other items related to Emergency Management Services will be transferred to Leon County. The transition is occurring on March 20, 2017 to coincide with the start of the new pay period.

Funding for the operation of Emergency Management Services consists of funding for E-911 and Emergency Management grants and associated grant matching dollars. Staff is currently working with the state to reassign the grants from the Sheriff to Leon County. Attachments #1 and #2 reflect the necessary Resolutions and/or Budget Amendments needed to establish the E-911 and Emergency Management operating budgets.

Annually, the Emergency Management Director will provide the Board an Emergency Management operational update. The update will occur annually in May to coincide with the beginning of the hurricane season.

Options:

1. Approve the Resolution and Budget Amendment Requests creating E-911 and Emergency Management operating budgets (Attachments #1 & #2).
2. Authorize the County Administrator, in a form approved by the County Attorney, to execute all Emergency Management grant document necessary to transfer the current Emergency Management Grants from the Sheriff to Leon County.
3. Board direction.

Staff Recommendation:

Options #1 & #2.

Title: Transition of Emergency Management Services

March 7, 2017

Page 3

Attachments:

1. Budget Amendment establishing the E-911 operating budget
2. Resolution & Budget Amendment establishing Emergency Management operating budget

FISCAL YEAR 2016/2017
BUDGET AMENDMENT REQUEST

Attachment #1
 Page 1 of 1

No: BAB17013
 Date: 2/22/2017

Agenda Item No: _____
 Agenda Item Date: 3/7/2017

County Administrator

Deputy County Administrator

 Vincent S. Long

 Alan Rosenzweig

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
130	180	59304	586	Budget Transfer	1,362,300	(681,150)	681,150
130	180	51200	525	Regular Salaries		124,563	124,563
130	180	51400	525	Overtime		4,000	4,000
130	180	52100	525	FICA/Medicaid		10,824	10,824
130	180	52200	525	Retirement Contribution		13,836	13,836
130	180	52300	525	Health Insurance		20,803	20,803
130	180	52400	525	Workers Compensation		276	276
130	180	53400	525	Other Contractual Services	-	15,000	15,000
130	180	54000	525	Travel & Per Diem	-	5,149	5,149
130	180	54100	525	Communications		26,664	26,664
130	180	54110	525	CML Network Circuits		180,000	180,000
130	180	54200	525	Postage	-	225	225
130	180	54400	525	Rentals & Leases		3,000	
130	180	54510	525	Insurance		537	537
130	180	54610	525	Repair & Maintenance		165,295	165,295
130	180	54700	525	Printing & Binding	-	75	75
130	180	54800	525	Promotional Activities	-	1,000	1,000
130	180	54900	525	Other Current Charges		1,000	1,000
130	180	55200	525	Operating Supplies	-	980	980
130	180	55210	525	Fuel & Oil	-	257	257
130	180	55400	525	Publications, Subscription, Member		5,600	5,600
130	180	55401	525	Training	-	13,266	13,266
130	180	56400	525	Equipment		10,000	10,000
130	180	5990	525	Contingency		78,800	78,800
Subtotal:						-	

Purpose of Request:

This budget amendment allocates E-911 funding for E-911 Operations related to the transfer of Emergency Management operations from the Leon County Sheriff's Office to Leon County. Prior to the transition, this funding was transferred to the Sheriff's to fund E-911 operations.

Group/Program Director

 Budget Manager

 Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2016/2017; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 7th day of March, 2017.

LEON COUNTY, FLORIDA

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

ATTEST:
Gwen Marshall, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____
Gwen Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2016/2017
BUDGET AMENDMENT REQUEST**

No: BAB17012
Date: 2/22/2017

Agenda Item No: _____
Agenda Item Date: 3/7/2017

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

**Request Detail:
Revenues**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	952001	334271	000	EMPA-Base Grant-State	-	87,141	87,141
125	952001	399900	000	BOCC-EM Base Grant Match	-	60,750	60,750
125	952002	331271	000	EMPG-Base Grant -Federal	-	105,806	105,806
125	952002	399900	000	BOCC-EM Base Grant Match	-	60,750	60,750
125	952003	334272	000	EM-SHSGP Federal Grant		58,000	58,000
125	000	399900	000	Appropriated Fund Balance	1,468,839	(121,500)	1,347,339

Subtotal: 250,947

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	864	59304	586	Budget Transfer to Sheriff	121,500	(121,500)	-
125	952001	51200	525	Regular Salaries and Wages	-	56,403	56,403
125	952001	52100	525	FICA/Medicaid		2,506	2,506
125	952001	52200	525	Retirement Contribution		12,730	12,730
125	952001	52300	525	Health Insurance		14,449	14,449
125	952001	52400	525	Workers Compensation		1,053	1,053
125	952001	53400	525	Other Contractual Services	-	10,000	10,000
125	952001	54000	525	Travel & Per Diem	-	5,000	5,000
125	952001	54100	525	Communications		6,550	6,550
125	952001	54200	525	Postage	-	500	500
125	952001	54510	525	Insurance		1,600	1,600
125	952001	54610	525	Repair & Maintenance		3,000	3,000
125	952001	54700	525	Printing & Binding	-	5,000	5,000
125	952001	54800	525	Promotional Activities	-	1,000	1,000
125	952001	54900	525	Other Current Charges		1,000	1,000
125	952001	55200	525	Operating Supplies	-	5,000	5,000
125	952001	55210	525	Fuel & Oil	-	4,500	4,500
125	952001	55400	525	Publications, Subscription, Member		5,600	5,600
125	952001	55401	525	Training	-	2,000	2,000

125	952001	56400	525	Equipment		10,000	10,000
125	952002	51200	525	Regular Salaries and Wages	-	84,334	84,334
125	952002	52100	525	FICA/Medicaid		6,452	6,452
125	952002	52200	525	Retirement Contribution		19,034	19,034
125	952002	52300	525	Health Insurance		7,225	7,225
125	952002	52400	525	Workers Compensation		1,575	1,575
125	952002	53400	525	Other Contractual Services	-	5,000	5,000
125	952002	54000	525	Travel & Per Diem	-	2,000	2,000
125	952002	54100	525	Communications		3,736	3,736
125	952002	54200	525	Postage	-	500	500
125	952002	54510	525	Insurance		1,600	1,600
125	952002	54610	525	Repair & Maintenance		3,000	3,000
125	952002	54700	525	Printing & Binding	-	5,000	5,000
125	952002	54800	525	Promotional Activities	-	1,000	1,000
125	952002	54900	525	Other Current Charges		1,000	1,000
125	952002	55200	525	Operating Supplies	-	3,000	3,000
125	952002	55210	525	Fuel & Oil	-	4,500	4,500
125	952002	55400	525	Publications, Subscription, Member		5,600	5,600
125	952002	55401	525	Training	-	2,000	2,000
125	952002	56400	525	Equipment		10,000	10,000
125	952003	55401	525	Training		30,000	30,000
125	952003	56400	525	Equipment		28,000	28,000
Subtotal:						250,947	

Purpose of Request:

This budget amendment allocates three Emergency Management Grants that are being transferred to Leon County from the Leon County Sheriff's Office. The grants include an Emergency Management Preparedness Assistance Base Grant (\$105,806), and an Emergency Management Performance Grant (\$87,141) that fund two positions; and Homeland Security Grant (\$58,000) for equipment and training.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

**Leon County
Board of County Commissioners**

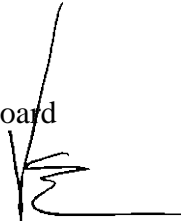
Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Commissioner Appointments to the Contractor's License & Examination Board, the Science Advisory Committee and the Water Resources Committee

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

Statement of Issue:

This agenda item seeks the Board's approval to ratify the Commissioner appointments of citizens to the Contractor's License & Examination Board, the Science Advisory Committee and the Water Resources Committee.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Ratify Commissioners' appointments of citizens to the Contractor's License and Examination Board for three-year terms, ending March 31, 2020, as follows:
- Commissioner Desloge appoints John Salvo
 - Commissioner Dozier reappoints Jackie Wilson
 - Commissioner Maddox reappoints Shadrack Haston
- Option #2: Ratify Commissioners' appointments of citizens to the Science Advisory Committee for two-year terms, ending on March 31, 2019, as follows:
- Commissioner Dozier reappoints Lee Marchman
 - Commissioner Jackson appoints Beverly Kemp
 - Commissioner Proctor reappoints Thayumanasamy Somasundaram
- Option #3: Ratify Commissioner's appointment of a citizen to the Water Resource Committee for the remainder of the unexpired term, ending July 31, 2019, as follows:
- Commissioner Proctor appoints Jeff Priddle

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for individual Commissioner appointments of citizens to Authorities, Boards, Committees, and Councils by having staff prepare a Consent agenda item.

Analysis:

Contractors Licensing and Examination Board (CLEB)

Purpose: The responsibilities of CLEB are to accept and approve or disapprove applications, administer examinations for contractor licenses, issue contractor certificates, conduct hearings and discipline contractors for violations of building codes or State Statutes.

Composition: The CLEB has 7 citizen members appointed by the Board of County Commissioners with each Commissioner appointing one member. Members serve three-year terms, expiring March 31. The membership should include, whenever possible:

- one architect or engineer
- one business person
- one general contractor or other contractor (building or residential) who is registered or certified, one pool/spa contractor or other contractor (sheet metal, roofing, air-conditioning, mechanical, pool/spa servicing, or plumbing) who is registered or certified
- three consumer representatives who may be any resident of Leon County that is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession.

Vacancy: The following members have terms expiring on March 31, 2017: Robert Bullard (Consumer Rep), Shaddrick Haston (Business Rep) and Jackie Wilson (Consumer Rep). Mr. Bullard is not seeking reappointment. Mr. Haston and Ms. Wilson are both active members and are seeking reappointment (Attachment #1). See Table #1.

Table #1: Contractors License & Examination Board

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Robert Bullard	3/31/2017	John Salvo (pool contractor)	Ratify Commissioner Desloge's appointment for a three-year term ending March 31, 2020.
Jackie Wilson	3/31/2017	Jackie Wilson (consumer rep)	Ratify Commissioner Dozier's reappointment for a three-year term ending March 31, 2020.
Shaddrick Haston	3/31/2017	Shaddrick Haston (business rep)	Ratify Commissioner Maddox's reappointment for a three-year term ending March 31, 2020.

Science Advisory Committee (SAC)

Purpose: The SAC evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues.

Composition: The SAC consists of nine citizen members, with each Commissioner making one appointment, and two appointments being made by the City. Members serve two-year terms, expiring on March 31.

Vacancies: The following three Board appointments are expiring March 31, 2017: Lee Marchman, Thayumanasamy Somasundaram and Edward Gartner. Mr. Gartner has not been active on the committee. Mr. Marchman and Mr. Somasundaram have both been active members and are seeking reappointment (Attachment #2). See Table #2.

Table #2: Science Advisory Committee

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Lee Marchman	3/31/2017	Lee Marchman	Ratify Commissioner Dozier's reappointment for a two-year term ending March 31, 2019.
Edward Gartner	3/31/2017	Beverly Kemp	Ratify Commissioner Jackson's appointment for a two-year term ending March 31, 2019.
Thayumanasamy Somasundaram	3/31/2017	Thayumanasamy Somasundaram	Ratify Commissioner Proctor's reappointment for a two-year term ending March 31, 2019.

Water Resources Citizens Committee (WRC)

Purpose: The WRC is responsible for addressing community-wide concerns, such as flooding, recreational and community economic value, watershed management, and funding priorities. Additionally, the WRC reviews waterbody conditions and impact of development.

Composition: The WRC consists of seven citizen members who represent a balance of community interests, as follows: conservation/environment, legal/planning, real estate/economic development, and boat/fishing. At its September 15, 2015 meeting, the Board reauthorized the WRC by adopting Resolution No. 15-43, outlining the composition, criteria, and initial, staggered terms of the members. After the initial appointments, members serve a four-year term, expiring on July 31. Each Commissioner appoints one citizen member.

Vacancies: There is one vacancy on the Committee due to the resignation of member Jo Laurie Penrose, whose term ends on July 31, 2019 (Attachment #3). See Table #3.

Table #3: Water Resources Citizens Committee

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Jo Laurie Penrose	7/31/2019	Jeff Priddle	Ratify Commissioner Proctor's appointment for the remainder of the unexpired term, ending July 31, 2019.

Options:

1. Ratify Commissioners' appointments of citizens to the Contractor's License and Examination Board for three-year terms, ending March 31, 2020, as follows:
 - a. Commissioner Desloge appoints John Salvo
 - b. Commissioner Dozier reappoints Jackie Wilson
 - c. Commissioner Maddox reappoints Shaddrick Haston
2. Ratify Commissioners' appointments of citizen members to the Science Advisory Committee for two-year terms, ending on March 31, 2019, as follows:
 - a. Commissioner Dozier reappoints Lee Marchman
 - b. Commissioner Jackson appoints Beverly Kemp
 - c. Commissioner Proctor reappoints Thayumanasamy Somasundaram
3. Ratify Commissioner's appointment of a citizen member to the Water Resource Committee for the remainder of the unexpired term, ending July 31, 2019, as follows:
 - a. Commissioner Proctor appoints Jeff Priddle
4. Board direction.

Recommendation:

Options #1, #2 & #3.

Attachments:

1. CLEB reappointment email
2. SAC reappointment email
3. Resignation email from Jo Laurie Penrose

From: Emma Smith
To: Smach, Mary
CC: Allen, James Judson; Snelling, Jo'Toria
Date: 1/26/2017 3:53 PM
Subject: Re: Contractors Licensing & Examination Board

Hi Mary,
All members are interested in being reappointed, except Mr. Robert Bullard. Thanks!

>>> Mary Smach 01/26/2017 1:31 PM >>>
Hi Emma,

Have you received any responses from these members?

Mary

>>> Emma Smith 1/23/2017 12:43 PM >>>
Hi Mary,
Staff will contact the members and will provide you a timely update. Thanks.

Emma D. Smith
Director of Permit and Code Services
Permit and Code Services Division
Leon County Development Support and Environmental Management
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301
Phone: (850) 606-1364
Fax: (850) 606-1301
Smithe@leoncountyfl.gov

"People Focused. Performance Driven"
www.leoncountyfl.gov

Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

>>> Mary Smach 01/23/2017 12:38 PM >>>
There are three members of the Contractors Licensing Examination Board whose terms are due to expire on March 31, 2017. They are:

Robert Bullard - appointed by Commissioner Desloge
Shandrick Haston - appointed by Commissioner Maddox
Jackie Wilson - appointed by Commissioner Dozier

All are eligible for reappointment. Please let me know if they wish to be reappointed and I will prepare an agenda item for the March 7th Agenda.

Thank you,

Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311

www.leoncountyfl.gov

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Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: John Kraynak
To: Smach, Mary
CC: Robinson, Ariel
Date: 1/20/2017 4:14 PM
Subject: Re: SAC Advisory Committee

Mary,
Both Lee Marchman and Thayumanasamy Somasundaram expressed an interest in serving another two years. Edward Gartner should be replaced due to absence this past year.

John P. Kraynak, P.E.,
Director of Environmental Services Division
Leon County Dept. of Development Support & Environmental Mgmt.
Renaissance Center, 2nd Floor
435 North Macomb Street
Tallahassee, FL 32301-1019
Phone: 850-606-1300
www.leoncountyfl.gov

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PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from county employees and county officials regarding county business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

>>> Mary Smach 01/19/2017 9:33 AM >>>
Hi John,

I also noticed on the Agenda Item, that Edward Gartner did not attend any meetings last year. Is he unable or unwilling to serve?

Mary Smach

Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311

www.leoncountyfl.gov

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Jo Laurie Penrose <jolauriepenrose@gmail.com>
To: <smachm@leoncountyfl.gov>
CC: "Hodges, Stephen M" <Stephen.Hodges@talgov.com>
Date: 12/28/2016 1:58 PM
Subject: Would like to be removed from the water resources committee

Hi, I would like to resign from the county's water resources committee.
Other activities prevent me from attending meetings. Thanks.

Jo Laurie Penrose

**Leon County
Board of County Commissioners**

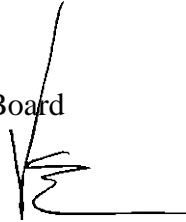
Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: "Division of Animal Control Ordinance Administration Procedures and Guidelines" Policy

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
Lead Staff/ Project Team:	Cara Aldridge, Director of Animal Control LaShawn Riggins, Assistant County Attorney

Statement of Issue:

This agenda item seeks Board adoption of the "Division of Animal Control Ordinance Administration Procedures and Guidelines" policy to align the procedures and guidelines with the adopted Ordinance No. 16-16 which amended Chapter 4, Article II of the Code of Laws of Leon County, Florida, regarding Animal Control.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed new policy, "Division of Animal Control Ordinance Administration Procedures and Guidelines" (Attachment #1).

Report and Discussion

Background:

At the December 13, 2016 meeting, the Board conducted the first and only public hearing to consider the adoption of an Ordinance Amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, regarding Animal Control and subsequently approved Ordinance No. 16-16 (Attachment #2). Changes to the ordinance were initiated primarily for three reasons. First, amendments were made to Sections 768 and 767.14, Florida Statutes during the 2016 legislative session. Second, Standard Operating Procedures (SOPs) developed in support of the Animal Services Center Agreement with the City of Tallahassee necessitated provisions to establish fees, hold times and documentation. Finally, staff had previously received Board direction to strengthen the enforcement and collection of civil penalties associated with animal cruelty and inhumane care violations. Amendments to the ordinance prompted changes to the current Policy No. 05-8, Leon County Division of Animal Control Policies and Procedures Manual.

Section 4-32 of the Ordinance requires:

[t]he procedures and guidelines used by the division of animal control in administration of this article shall be approved by the Board of County Commissioners. The procedures and guidelines submitted to the board shall take into consideration recommendations by interested parties such as licensed veterinarians, persons knowledgeable in animal behavior, law enforcement officers, and interested citizens.

To meet this requirement, staff engaged stakeholders through individual meetings and by holding a publically noticed meeting (Attachment #3). Staff met with interested citizens, veterinarians, and representatives from various animal welfare organizations, including the Leon County Sheriff's Office, Be the Solution, Animal Shelter Foundation, Tallahassee Animal Services, Animal Control, and Leon County Humane Society. Changes to the current procedures and guidelines recommended by these stakeholders along with changes to the recently adopted Ordinance (prompted by Statute) necessitated the drafting of a new policy, "Division of Animal Control Ordinance Administration Procedures and Guidelines", that is proposed for Board adoption.

Analysis:

The following summarizes the substantive changes to the proposed policy:

- Modifications to Section II, *Bite Investigations* and Section XII, *Sick and Injured Animals*, of the Policy were crafted to reflect the legislative responsibilities of Rabies Prevention and Control now assigned to the Florida Department of Health.
- In keeping with Board direction, Section III, "Citations," was expanding to include an enforcement provision to establish payment or community service options for violators.

- As a result of staff's meetings with stakeholders, changes were made to Section VII, "Dangerous or Aggressive Animals" of the Policy to provide easy reference for the definition of dangerous and aggressive animals.
- Section VIII of the current policy, "Dead Animals," was recommended for update to reflect staff's use of advanced technology such as microchip scanners to identify an animal's owner.
- Section XII of the Policy, "Sick and Injured Animals," was revised to support the changes to Tallahassee-Leon County Animal Service Center Agreement.

If adopted, this Policy would replace the current Policy No. 05-8.

Options:

1. Adopt the proposed new policy, "Division of Animal Control Ordinance Administration Procedures and Guidelines" (Attachment #1).
2. Do not adopt the proposed new policy, "Division of Animal Control Ordinance Administration Procedures and Guidelines".
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed new policy, "Division of Animal Control Ordinance Administration Procedures and Guidelines"
2. Ordinance No. 16-16
3. Public notice

4.01

Board of County Commissioners Leon County, Florida

Policy No. 17-XX

Title: Division of Animal Control Ordinance Administration Procedures and Guidelines

Date Adopted: March 7, 2017

Effective Date: March 7, 2017

Reference: Chapter 4, Leon County Code of Laws, Florida Administrative Code (FAC), Chapter 64D-3, Chapters 381 and Chapter 828, Florida Statutes

Policy Superseded: Leon County Division of Animal Control Policies and Procedures Manual adopted January 12, 1993; Leon County Division of Animal Control Policies and Procedures Manual, adopted March 25, 2003; Policy No. 05-8, Leon County Division of Animal Control Policies and Procedures Manual, adopted November 8, 2005

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 05-8, "Leon County Division of Animal Control Policies and Procedures Manual," adopted on November 8, 2005, is hereby superseded, and replaced in its entirety, and a new Policy No. 17-____ entitled "Division of Animal Control Ordinance Administration Procedures and Guidelines" is hereby adopted in its place, effective March 7, 2017, to wit:

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Section I. Animal Relinquishment:

1. The Division of Animal Control may, under extenuating circumstances, pick up and transport animals for those wishing to relinquish their animal.
2. Owners unable to deliver their animals to the shelter may release custody of the animal to the Division of Animal Control by signing an Owner Surrender Form. The form shall be signed and given to the officer at the time of surrender, after the animal is secured on the truck. The animal must be current on its rabies vaccination or the owner is subject to civil citation pursuant to Leon County Code of Laws Chapter 4-76.
3. Animal Control Officers will not pick up any owner surrendered animal without obtaining the completed and signed Owner Surrender Form in person. Officers will not accept Owner Surrender Forms for animals which are not being surrendered at the time the Owner Surrender Form is signed.
4. A copy of the Owner Surrender Form will be placed in the designated box at the Animal Service Center when the animal is delivered to the Animal Service Center by the officer. The original copy will be attached to the officer's Daily Truck Log.
5. Owners should be advised that upon its surrender the animal becomes the property of Leon County. When such an animal is delivered to the Animal Service Center, the Animal Service Center has the option of placing the animal for adoption or euthanizing it. No promises, predictions, or time frame regarding the animal's fate will be made by Division of Animal Control staff. If an owner changes his or her mind after the animal has been delivered to the Animal Service Center, arrangements must be made with the Animal Service Center staff for the animal's possible return to the owner. The owner is responsible for any expenses associated with boarding and care of the animal. Division of Animal Control staff will not attempt to mediate in such incidents.
6. If the animal being relinquished by the owner has bitten someone or been exposed to a rabies suspect animal, Animal Control Officers will follow the policies and procedures established by the Animal Service Center in regards to impounding bite animals.
7. Owners who specify that they want their animal destroyed will be required to fill out a Euthanasia Request Form. Animal Control Officers should advise the owner that we will take the animal, but that upon relinquishing an animal it becomes the County's property, and the Animal Service Center will dispose of the animal as it sees fit.
8. Transporting a pet is the responsibility of the pet owner and as such the Division of Animal Control will encourage owners to take their own animals to the Animal Service Center. Owners of animals that are in violation of any section of Chapter 4 of the Leon County Code of Laws may receive citations for any violations witnessed prior to the animal being surrendered.

Section II. Bite Investigations:

1. Domestic animals which bite or otherwise expose humans to the possible transmission of rabies shall be quarantined for a period of time established by Florida Administrative Code (FAC), Chapter 64D-3 and Chapter 381 of the Florida Statutes, as may be amended from time to time.
2. The location and conditions of examination or quarantine of animals which have been bitten or otherwise exposed a person to rabies shall be established by FAC, Chapter 64D-3, Chapter 381 of the Florida Statutes or the Health Department.
3. All bite investigations started by the Division of Animal Control will be written on a Bite Investigation Report Form and be sent to the Health Department.
4. Every effort by Animal Control staff will be made to obtain all of the necessary information to fill out the Bite Investigation Report Form in its entirety.
5. If wildlife has bitten or exposed a domestic animal or person to rabies, the domestic animal or person exposed will be listed as the bite victim. The procedures established by FAC, Chapter 64D-3 and Chapter 381 of the Florida Statutes will be followed by Animal Control Staff in order to start quarantine or send the suspect animal to the state lab for testing.
6. Bites that involve a loose bite animal are considered a Priority One Complaint, necessitating immediate response from Animal Control. Animal Control will attempt to apprehend all loose bite animals. All animals apprehended will be taken to the Animal Service Center or the animal owner's local veterinary clinic to begin bite quarantine. The owner of the loose bite animal is responsible for all associated costs and will be required to fill out all veterinary paperwork if the animal is taken to a local veterinary clinic. All bite report information will be forwarded to the Health Department who is responsible for quarantining the animal.
7. If the Division of Animal Control is involved in a bite case for a loose animal, the responding Animal Control Officer will verify the bite or rabies exposure for those victims who do not seek treatment from a medical facility.
8. The Director of Animal Control shall be notified immediately by telephone in the event of serious bites resulting in surgery or death.
9. When rabies test results are received from the State Laboratory, a copy of the Rabies Test Form shall be attached to the front of the Bite Investigation Report Form.
10. Upon receipt of the State Laboratory results, the victim shall be contacted by telephone or any other reasonable means necessary to relay the test results.

**Division of Animal Control
Ordinance Administration Procedures and Guidelines
Policy No. 17-XX**

11. In the event that a rabies test is returned as “positive” for rabies, the Director of Animal Control shall be notified immediately. The Director or designee shall notify the victim immediately as well as the Health Department. If the victim is a person, the victim will be advised to contact the Health Department immediately for further treatment. In the event the victim is a pet, the reporting party will be advised to contact the Health Department for further instructions in regards to the quarantine or euthanasia of the pet.

Section III. Citations:

Pursuant to section 4-29, Leon County Code of Laws, an Animal Control Officer is authorized to issue a citation based upon probable cause that a violation has occurred. The following procedures shall be adhered to by the officer in the issuance of citations to citizens for animal control violations.

1. Citations are not to be issued to neighbors or friends of the animal owner when the owner is at work or not immediately available, except in cases in which someone designated by the owner as having control, custody and care of the animal while the owner is unavailable and is therefore responsible for the animal.
2. Once a citation has been signed by the defendant, no changes will be made to the citations, unless the defendant's copy is changed in the presence of the defendant and both the officer and the defendant initial the change. If changes must be made, do so at court before the judge.
3. After a citation has been issued, the citation will be logged in the computer by the issuing officer; a Citation Incident Report Form will be completed and attached to the citation. The white copy of the citation and the Citation Incident Report Form will be forwarded to the Clerk of Court.
4. If an animal is impounded on the first violation for running at large, the decision to issue a citation is discretionary and based upon previous history, the incident or situation in which the animal was picked up. Any impoundment fees shall be borne by the animal owner.
5. If there was a violation, the violation, date and time should be entered in a memo under the animal's identification number in the Animal Service Center's software program when the animal is impounded. This will provide any officer the necessary information to complete a citation when one is to be issued upon the animal's redemption.
6. The issuing officer will sign the citation at the time it is issued to the defendant.
7. Citations shall be issued in the following instances:
 - a. When unvaccinated animals are running at large and have been involved in a bite or rabies exposure. The only exceptions are animals which are too young to receive a rabies vaccination or a licensed veterinarian has stated, in writing, that the animal cannot be vaccinated for health reasons.
 - b. When an animal classified as "Dangerous or Aggressive" is in violation of any provision of Chapter 4, Leon County Code of Laws.
 - c. Any violation in which a complete affidavit of complaint has been turned in to the Division of Animal Control and the officer's investigation reveals there is enough evidence to proceed with the issuance of the citation.

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8. Citations may be held in the office for a time not to exceed seven (7) days in order to gain compliance from pet owners. Directives from the Division of Animal Control regarding animal care, vaccination requirements, etc. shall be written on the citation or a notice to comply and a copy is to be given to the owner.

For instance:

A citation may be issued to an owner who has no proof of a rabies vaccination for their animal. The citation may be held by the officer for a time not to exceed 7 days, in order for the owner to schedule an appointment and take their pet to get the required rabies vaccination. When the owner provides proof of the vaccination to the issuing officer, the citation may be voided.

9. Animal Control Officers are not required to meet quotas for issuing a certain number of citations. The purpose of citations is to address owner irresponsibility.
10. Citation books shall be issued to Animal Control Officers as needed. Citations which are incorrect, voided, or otherwise not issued, shall be retained and filed within the Division of Animal Control.
11. An owner or person having control, custody and care of an animal receiving a citation shall be referred to the Leon County Clerk of Courts to make payments, request any extensions of time, to request a payment plan, community service, or to contest the citation.
12. Any person requesting community service in lieu of making monetary payments for the citation will need to request a court date in order to ask the judge or hearing officer to consider community service during the proceedings.

Section IV. Confidentiality:

1. As an employee in the Division of Animal Control, staff will hear of and/or observe situations that are of a private matter. In no case, is staff to discuss those situations with anyone other than authorized personnel.
2. When providing services to the public, information concerning the source of the complaint is not to be discussed in the field or over the telephone, except with authorized persons. Citizens wishing to know who lodged a complaint should be instructed to contact the office to obtain a copy of the record. Citizens may view or request copies of all Division of Animal Control records under Chapter 119, Florida Statutes. Personnel matters will be forwarded to Leon County Human Resources.
3. Citizens viewing records in the Division of Animal Control may only do so with a Division employee present. No originals are to be given to anyone!
4. Citizens requesting a copy of available Division of Animal Control records may obtain a copy at the prevailing rate as established by Chapter 119, F.S. and County Policy 97-4, "Photocopying Fees".
5. If the complainant remained anonymous, office or field staff may advise the citizen of that fact when they request information about the Service Request. If the complainant was anonymous, advising the citizen of such will save them unnecessary travel to ascertain the complainant's name.

Section V. Notices:

1. A Notice advises a citizen as to any action that was taken in response to a service call. Notices are to be left at the citizen's house when officers unsuccessfully attempt to make personal contact with citizens. If the person receiving the Notice is not at home, the notice shall be left on the door or other conspicuous place.
2. Notices are not to be placed inside mailboxes or inside paper boxes.
3. Notices left for the complainant shall include marking the appropriate boxes to indicate what actions have been taken and shall include any remarks necessary to communicate to the complainant the results of the officer's visit.
4. Notices left for the animal owner shall include marking the appropriate boxes to indicate any violation observed, the steps the owner must take to correct the problem(s), and any remarks necessary to explain the situation.
5. Notices may also be given to owners whose animals were complained against, but which were not observed in violation at the time of the officer's visit.
6. If the owner is present and a violation has been observed the officer may issue a citation in lieu of posting or delivering a Notice.
7. When a Notice is posted, a copy of the notice will be stapled to the officer's Daily Truck Log and a copy shall be given to the animal owner or complainant.

Section VI. Cruelty Investigations:

1. Inhumane Care and Animal Cruelty calls are Priority One Complaints, necessitating an immediate response from Animal Control.
2. Inhumane Care and Animal Cruelty incidents that are determined valid, shall be documented on a Notice, in the computer and with photos or video.
3. An Inhumane Care report shall be turned in to the Director or designee within 24 hours after the investigation of the complaint. Follow up reports shall be turned in to the Director on a daily basis or as worked.
4. The Director or designee shall be informed immediately on all incidents involving the removal of an animal from the owner's property or possession.
5. When investigating the case, the responding Officer shall document all action taken, evidence collected, photos taken, and witnesses contacted. Photos should be taken whenever possible. If during the investigation the responding Officer makes the determination that the complaint will proceed to a criminal investigation, the Animal Control Director and Law Enforcement shall be notified immediately.
6. An Animal Control Officer may take action to rescue an animal found in violation of Chapter 4, Leon County Code of Laws Section 4-38, Animal in motor vehicle. The Officer handling an incident involving an animal inside a motor vehicle shall:
 - a. Upon arrival, survey the situation to determine the urgency of the call.
 - b. If the animal is not showing immediate signs of distress he/she shall:
 - Attempt to locate the owner of the vehicle/animal;
 - Check the area, surrounding stores and parking lot;
 - Gather caller/witnesses/pedestrian names, address, phone numbers, and statements;
 - Contact Law Enforcement for assistance.
 - c. If the animal is showing signs of distress or heat stress (including but not limited to, heavy panting, glazed eyes, unsteadiness, no movement, shallow breathing, non-responsive, or vomiting), immediate action shall be taken:
 - If the vehicle owner is not available to open the vehicle, attempt to gain entry by checking the doors to see if they are unlocked;
 - If locked, check other entry options;
 - If unable to unlock the door, the Officer may use the minimum amount of force necessary to get into the vehicle to rescue the animal;
 - In the case where damage to a vehicle is possible, Law Enforcement should be present to document action taken, be notified of the pending Animal Cruelty charge and attempt to locate the owner;

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- If law enforcement is not available or unable to respond immediately, attempt to seek out a citizen/witness, explain the situation, gather their name and contact information, and then take necessary action;
 - If possible, contact the Director prior to damaging the vehicle;
 - If the vehicle is damaged, have Law Enforcement or another Animal Control Officer stand-by until the owner arrives or the vehicle has been secured.
- d. Once the animal is removed from the vehicle, determine the immediate needs of the animal and transport to the Animal Service Center or one of the veterinary clinics designated by the Animal Service Center for treatment.. The attending veterinarian shall be provided with an Animal Cruelty Examination Report Form.
7. Any complaint that involves a Division of Animal Control employee shall be reported to and handled by the Director.
8. Tethering:
- a. Animals found to be tethered (as defined in Leon County Code of Laws Section 4-26, Definitions) will be handled in accordance to Section 4-37 Humane Care.
 - b. Upon arrival, the Officer will survey the situation to determine the urgency of the call and document any violations.
 - c. If the animal is not showing immediate signs of distress the officer shall:
 - Attempt to locate the owner of the animal;
 - Check the area for any violations of Chapter 4, Leon County Code of Laws and take photos;
 - If the tether is tangled and it is safe to approach the animal, straighten it out after photos of the violation have been taken;
 - If it is safe to approach the animal, check the collar for proper fit and comfort;
 - Contact Law Enforcement for assistance if necessary.
 - d. If the animal is showing signs of distress (including but not limited to, heavy panting, glazed eyes, unsteadiness, no movement, shallow breathing, non-responsive, or vomiting), immediate action shall be taken:
 - If the owner is not available, quickly document the scene and remove the animal from the situation;
 - In the case where property damage is possible, Law Enforcement should be present to document action taken;
 - If Law Enforcement or another Officer is not available or unable to respond immediately take necessary action to assist the animal;
 - If possible, contact the Director of Animal Control prior to any damage.

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- e. Once the animal is removed, determine the immediate needs of the animal(s) and transport to the Animal Service Center or one of the veterinary clinics designated by the Animal Service Center. If transported, have the attending veterinarian complete an Animal Cruelty Investigation Examination Form.
- f. If the animal is suspected of being confined to a vacant or abandoned structure, a Notice shall be posted advising the pet owner to contact the Division of Animal Control or remove the animal within 24 hours. If there has been no contact from the animal owner and the animal is still present after 24 hours, arrangements shall be made to take the animal into custody (in accordance with Section 4-33 Right of Entry) and a second Notice, shall be posted.

Section VII. Dangerous or Aggressive Animals:

Aggressive or dangerous animal calls are a Priority One Complaint, necessitating immediate response from Animal Control.

Definitions.

- Aggressive animal shall mean any animal which has injured or killed a domestic animal in a first unprovoked attack while off of the premises of the owner.
 - Dangerous animal shall mean an animal that has, when unprovoked:
 - (1) Aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; or
 - (2) Has more than once severely injured a domestic animal while off the owner's property; or
 - (3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion, or an apparent attitude of attack; and
 - (4) Provided that such actions as set forth and described in paragraphs (1), (2) and (3) above are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.
1. All Dangerous/Aggressive Animal Petitions will be handled according to Chapter 4, Leon County Code of Laws Section 4-93 and FL Statute, Chapter 767.
 2. When a Dangerous or Aggressive Animal Petition is received, Office personnel shall enter the date and time the Petition is received on the bottom section of the Petition and create a case folder. The case folder will contain a Progress Sheet, the Petition, the Petitioner's narrative and the Defendant's narrative (if available), a copy of the bite report (if applicable) and all applicable paperwork and documentation. The officer assigned to the case is the "Primary" Officer; in his or her absence a "Secondary" Officer will handle the case.
 3. After completion of the investigation, the Primary Officer shall forward the file to the Director containing the original reports. Originals of any paperwork associated with the case will not be sent into the field. Copies of all reports will be made and placed in the files assigned to officers.

The Administrative Assistant will label files as follows:

Pet Owner's Name	Case #
Pet Owner's Address	Date
Petitioner's Name	

If available, include the following documents in the file:

- a. Animal medical/veterinary records.
- b. Victim medical records

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- c. Statements from witnesses.
 - d. Statements from neighbors who have familiarity with the animal or incidents preceding the sworn affidavit.
 - e. Division of Animal Control Files: records of citations, impoundments, previous bites or aggression, previous classification.
 - f. Tallahassee Animal Service Center records.
 - g. Photos.
4. Officers are responsible for returning investigative files to the office each day, so that an updated file is always available in the office for dispatching to the Secondary Officer and for informational purposes.
5. Upon completion of the field investigation, office personnel shall make a complete copy of the case file to be forwarded to the Director of Animal Control, or his designee, for preliminary review.
6. The Disposition of the animal, as defined in Chapter 4, Section 4-91, Leon County Code of Laws.
 - *Aggressive Classification.* Any animal classified as aggressive according to the definitions in this article shall be, at the time of being so classified, confined permanently to the owner's premises.
 - *Dangerous Classification.* Any animal classified as dangerous according to the definitions in this article shall be, at the time of being so classified, either confined permanently to the owner's premises, or humanely destroyed.
7. If the owner disputes the final Disposition order of the Classification Committee, the owner shall be informed of his/her appeal rights pursuant to Chapter 4, Leon County Code of Laws Section 4-94. Appeals under Section 4-94 shall be handled by the County Attorney's Office.
8. If the owner does not dispute the classification, the owner has fourteen business (14) days from the date of final classification to obtain a permit to harbor a Dangerous/Aggressive animal from the Division of Animal Control. A permit will only be issued according to Chapter 4, Leon County Code of Laws Section 4-96(b). If no permit is obtained nor the owner heard from after fourteen (14) days, then the Division of Animal Control shall proceed with the disposition of the animal.
9. If a classified animal violates any section of County Code of Laws, Chapter 4 - Animals, the owner is subject to penalties listed therein.

Section VIII. Dead Animals:

1. Dead domestic animal disposal is the responsibility of the animal owner. Staff will not routinely pick up dead domestic animals for owners. Exceptions may be made in extreme cases after approval of the Director.
2. Citizens requesting dead domestic animal pick up shall be referred to either the City or the County Road Departments or the State Highway Department, if the dead domestic animal is on the roadway or right-of-way. Removal of stray dead domestic animals on private property is the responsibility of the property owner.
3. If an injured stray domestic animal call is received and the animal dies prior to the Animal Control Officer's arrival, the officer will pick up the animal, and take it to the Animal Service Center. The domestic animal will be placed in the freezer pending disposal by Animal Service Center staff. Domestic animals found to be dead on the public right-of-way for an extended period of time may be left for the appropriate road department or property owner, depending on the animal's location.
4. Dead domestic animals will be scanned for identification. Documentation of all identification, microchip, collar or tag, shall be made in the case report. Effort will be made by staff to notify the animal owner of the situation.

Section IX. Enforcement Authority:

The Division of Animal Control is responsible for enforcing Chapter 4, Leon County Code of Laws and state statutes related to animal control, rabies control and animal cruelty.

Staff is responsible for developing and maintaining proficiency in the application of such laws. Included are:

1. Chapter 4, Leon County Code of Laws.
2. Section 828.29, F.S., Dogs and Cats Transported or Offered for Sale; Health Requirements.
3. Chapter 588, F.S., Legal Fences and Livestock at Large.
4. Section 705.19, F.S., Abandonment of Animals by Owner; Procedure for Handling.
5. Chapter 767, F.S., Damage by Dogs/Dangerous Dogs.
6. Section 768.13 (3), F.S., Good Samaritan Act; Immunity From Civil Liability.
7. Section 810.09, F.S., Trespass on Property Other Than Structure or Conveyance (releasing animals from traps without authority).
8. Section 823.04, F.S., Animals Suffering From Disease or Pests.
9. Section 823.041, F.S., Disposal of Bodies of Dead Animals.
10. Section 823.15, F.S., Dogs and Cats Released From Animal Shelters or Animal Control Agencies; Sterilization Requirement.
11. Chapter 828, F.S., Cruelty to Animals.
12. Florida Administrative Code, Chapter 64D-3, Rabies Control.
13. Chapter 381, F.S., Public Health.

Section X. Livestock:

1. Livestock shall mean all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, cattle, ostriches, chickens or poultry and other grazing animals. Livestock is handled by the Leon County Sheriff Office in accordance with their policies and procedures.
2. If requested to do so, Animal Control Officers may assist law enforcement personnel in the apprehension of livestock straying or running at large.
3. Any requests to Animal Control for assistance in handling livestock cruelty cases by law enforcement personnel should be responded to as soon as possible by the Animal Control Officer. Payment of any medical, impoundment, or other costs associated with such cases shall be the responsibility of Animal Control and/or the Leon County Sheriff's Office.
4. Service Requests regarding, but not limited to, chickens, peacocks, ducks, geese, turkeys, etc., may be handled by Animal Control as a public nuisance.
5. Service Requests exceeding the capabilities of Animal Control may be referred to the appropriate agency.

Section XI. Public Nuisance:

1. Animals found to be a public nuisance (as defined in Leon County Code of Laws Section 4-26 Definitions) will be handled in accordance to Section 4-36 Public Nuisance Prohibited.
2. If a public nuisance complaint is reported after regular work hours, the caller may contact the Consolidated Dispatch Agency. These complaints will be handled by Law Enforcement Personnel if they are available to respond and will be worked in accordance with their policies and procedures.

Section XII. Sick and Injured Animals:

1. Sick and injured stray animals shall be taken to the Animal Service Center if a veterinarian is available. If there is no veterinarian available at the Animal Service Center, the animal shall be transported to one of the veterinary clinics designated by the Animal Service Center for treatment. Veterinary care is the responsibility of the animal owner and if the owner is not identified, is unknown or not present, treatment should be limited to pain killers, medications to prevent infections, and first aid. The Division of Animal Control will not pay for major procedures, intensive care, routine worming, or routine vaccinations. Officers should remind clinics of this policy if such services are suggested by the veterinarian at the time of the officer's visit. If, in the professional opinion of the veterinarian, the sick or injured animal is unable to withstand the required holding period while at the Animal Service Center without un-due suffering the veterinarian may elect to euthanize the animal (Section 4-63).
2. In accordance with the Tallahassee-Leon County Animal Service Center Agreement, section 2.4, the City shall arrange medical treatment for all impounded animals as well as those animals picked up by County Animal Control Officers suffering from life-threatening illnesses or injuries.
3. The impounding officer will note non-emergency injuries or conditions that do not require immediate veterinary care in both the case report and under the animal's impound number in the Animal Service Center's software program.
4. Veterinary personnel shall be advised if any animal they are being asked to treat has a potential owner, is a biter, is intractable, or is displaying signs associated with rabies.
5. Sick and injured stray animals picked up after hours shall be transported to the veterinary clinic designated by the Animal Service Center for treatment.
6. During normal working hours, the Officer or office personnel will contact the Animal Service Center to inform the vet staff of the nature of the illness and to ensure staff is available to treat the animal. If vet staff is not available at the Animal Service Center one of the Animal Service Center's designated local veterinarians shall be contacted. The Officer or office personnel shall contact the clinic to advise them of the illness or injury prior to arrival.
7. When a sick or injured animal is taken to a veterinary clinic, the Officer transporting the animal shall see that a Sick and Injured Animal Report Form is filled out by the attending veterinarian along with an Animal Examination Form. One copy of the form shall remain with the veterinary clinic, one copy shall remain with the Officer and one copy shall be placed in the designated box at the Animal Service Center.
8. All sick or injured wildlife will be referred to a local wildlife rehabilitator or wildlife removal company for pick up or treatment.

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9. If a person or their domestic animal has been exposed to the saliva or blood or has been bitten by sick or injured wildlife known to carry rabies, a Bite Investigation Report Form shall be completed by Animal Control Staff. The rabies carrier shall be picked up, if possible and euthanized. The rabies suspect shall be processed and sent to the State Laboratory for rabies testing.
10. If an animal, after receiving medical treatment is reclaimed by the owner at the Animal Service Center, the cost of veterinary service shall be settled between the Animal Service Center and the owner at the time of redemption.
11. If the sick or injured animal is claimed from the clinic or hospital of the attending veterinarian, any fee for treatment is to be settled between the veterinarian and animal owner.
12. Veterinary fees for unclaimed injured or sick animals that are received from the unincorporated area shall be paid by the City in accordance to section 2.4 of the Tallahassee-Leon County Animal Service Center Agreement..
13. Owners of animals which die during quarantine or become sick while at the Animal Service Center shall be advised by phone or in person by personnel at the Animal Service Center or the Division of Animal Control of the animal's illness and/or the need for euthanasia. All animals shall be handled according to requirements defined by Florida Administrative Code 64D-3.
14. Sick or injured animals relinquished to the Division of Animal Control by their owners may be euthanized at the Animal Service Center.

Section XIII. Trapping of Animals:

1. Traps are set to capture domestic animals that are difficult to catch. Traps shall be set as needed, depending upon availability, weather conditions, and staff resources.
2. Temperatures at or below freezing are considered too cold to set traps, except for emergencies such as; animals that are sick, injured, dangerous, or involved in a bite.
3. If a trap must be set in inclement weather for animals involved in a bite, that are injured, or dangerous, the trap will be covered to protect the animal from the inclement weather.
4. Traps must be checked at least once daily by staff.
5. Animals found in traps during normal working hours, that have been taken into possession by an Officer shall be impounded as soon as possible. Animals found in traps after normal working hours will be picked up the next morning as early as possible. Animals will not be left in traps if they are severely injured, barking or howling excessively, sick, in danger or if they have been involved in bites or rabies exposures.
6. The responding officer shall remove all trash and place fresh food in the trap during daily checks.
7. All traps shall be chained to an immovable object.
8. If possible, traps shall be placed in the shade for the safety and comfort of the animal. If shade is unavailable, a cover shall be placed over a portion of the trap to protect the animal from direct sunlight and heat. When weather is cool, the trap shall be covered as much as possible.
9. Traps are not set on property unless the property owner or tenant signs a Trap Agreement. The owner or tenant shall sign a trap agreement prior to the officer setting the trap.
10. Traps shall remain set for approximately five (5) days or until the target animal is caught, whichever occurs first.
11. Trap Status Cards are to be used to explain to the citizen the reason the trap has been closed or removed.
12. If wildlife is trapped, the animal shall be released in the same location it was trapped. If the wildlife is injured or sick, it shall be taken to an appropriate facility to receive treatment.

Section XIV. Wildlife:

1. All nuisance wildlife (including, but not limited to, possums, armadillos, squirrels) shall be referred to the non-game section of the Florida Fish and Wildlife Commission (FWC) or one of the local wildlife trappers designated by FWC for a resolution. FWC will determine whether the animal(s) should be trapped, relocated or euthanized.
2. All sick or injured wildlife of a species commonly recognized to be rabies-carriers (raccoons, foxes, bobcats, bats and skunks) which have come in contact with humans or pets will be handled in accordance with routine rabies control procedures (Florida Administrative Code 64D-3).
3. All sick or injured wildlife will be referred to a local wildlife rehabilitator as designated by the Florida Fish and Wildlife Commission.
4. The Division of Animal Control shall comply with Florida Administrative Code, Chapter 64D-3, Rabies Control, when investigating and evaluating potential rabies exposure by wildlife. Unusual circumstances or problems will be brought to the attention of the Director of Animal Control, or the Health Department.
5. As of June 1, 1988, Service Requests involving raccoons, bats, foxes, skunks, or bobcats harbored as personal pets in Leon County are investigated as a violation of Chapter 4, Section 4-78, Potential Rabies Carriers. Staff will attempt to determine the source and acquisition date of such animal. Such species obtained prior to June 1, 1988 maybe kept as personal pets. Owners of such species must be properly permitted through federal and/or state agencies. FWC should be notified of any wildlife violations observed by staff. Violations of Chapter 4 will be investigated by Animal Control staff. Staff may issue a citation to any person harboring an animal in violation of Chapter 4, Section 4-78.

ORDINANCE NO. 16- 16

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 4, ARTICLE II OF THE LEON COUNTY CODE OF LAWS ENTITLED "ANIMAL CONTROL," DIVISION 1. – GENERALLY ; AMENDING SECTION 4-26, DEFINITIONS; AMENDING SECTION 4-29, ENFORCEMENT GENERALLY, PENALTIES; AMENDING SECTION 4-32, ENFORCEMENT PROCEDURES; AMENDING SECTION 4-33, RIGHT OF ENTRY; AMENDING SECTION 4-34, OBSTRUCTING ENFORCEMENT; AMENDING SECTION 4-35, RUNNING AT LARGE; AMENDING SECTION 4-36, PUBLIC NUISANCE PROHIBITED; AMENDING SECTION 4-37, HUMANE CARE REQUIRED; AMENDING SECTION 4-38, ANIMALS IN MOTOR VEHICLES; AMENDING SECTION 4-40, REPEATED INVALID COMPLAINTS; AMENDING SECTION 4-41, PROCEDURE UPON CITATION; AMENDING SECTION 4-45; PERMIT REQUIRED FOR MULTIPLE PETS; AMENDING SECTION 4-47, DOGS AND CATS OFFERED FOR SALE; HEALTH REQUIREMENTS; AMENDING DIVISION 2. – IMPOUNDMENT, REDEMPTION, ETC.; SECTION 4-63, REDEMPTION; AMENDING SECTION 4-64, DISPOSAL OF ANIMALS; AMENDING SECTION 4-65, FEES; AMENDING SECTION 4-67, SPAYED OR NEUTERED ON RECLAIM; AMENDING DIVISION 3. – RABIES CONTROL; AMENDING SECTION 4-76, RABIES VACCINATION REQUIRED; AMENDING SECTION 4-77, ANIMAL BITES; AMENDING DIVISION 4. – DANGEROUS AND AGGRESSIVE ANIMALS; AMENDING SECTION 4-92, EXCEPTION TO CLASSIFICATION; AMENDING SECTION 4-93, PETITION FOR CLASSIFICATION — GENERALLY; AMENDING SECTION 4-94, OWNER’S RIGHT TO CONTEST FINAL DETERMINATION IN THE COUNTY COURT; AMENDING SECTION 4-95, CITATION; AMENDING SECTION 4-96, IMPOUNDMENT; PERMIT AND TAG REQUIRED FOR DANGEROUS OR AGGRESSIVE ANIMALS; AMENDING SECTION 4-97, NOTIFICATION OF CHANGE OF STATUS; AMENDING SECTION 4-99, PERMANENT IDENTIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

1 **SECTION 1.** Chapter 4, Article II of the Code of Laws of Leon County, Florida, is
2 hereby amended to read as follows:

3
4 **ARTICLE II. ANIMAL CONTROL**

5
6 **DIVISION 1. GENERALLY**

7
8 Sec. 4-26. - Definitions.

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

12 *Abandon* shall mean the act of placing an animal on public property or within a public
13 building, unattended or uncared for, or on or within the private property of another without the
14 express permission of the owner, custodian or tenant of the private property. An animal shall also
15 be considered abandoned when it has been unattended and/or without adequate food, water,
16 ventilation or shelter, for a period in excess of 24 hours, regardless of where such animal may be
17 found or kept. Such abandonment shall constitute the relinquishment of all rights and claims by
18 the owner to such animal, in accordance with F.S. § 705.19.

19 *Affidavit* shall mean a written statement of facts that are voluntarily made by a person
20 who is under oath to tell the truth about the facts and information contained in the statement.
21 Additionally, the person signing the affidavit, called the affiant, attests to his or her identity. The
22 statement must be witnessed and signed by a person who is legally authorized to administer
23 oaths, such as a law enforcement officer or a notary public.

24 *Aggressive animal* shall mean any animal which has injured or killed a domestic animal
25 in a first unprovoked attack while off of the premises of the owner.

26 *Animal* shall mean any living ~~dumb~~ domesticated creature or any captive wild creature,
27 and/or as defined in F.S. § 828.02.

28 *Animal control officer* shall mean any person employed or appointed by the county who
29 is authorized to investigate, on public or private property, violations relating to animal control or
30 cruelty to animals pursuant to state law and this article.

31 *Animal shelter* shall mean any facility designated by the county for the purpose of
32 housing and caring for animals held under the authority of this article or state law.

33 *At large* shall mean any animal, ~~other than a dog,~~ which is off of the premises of the
34 owner, ~~while not under the supervision of the owner, or, in the case of dogs, when any dog is off~~
35 ~~of the premises of the owner while not under the direct control of the owner.~~ unless restrained
36 by leash or tether of appropriate length, or other control device, such that the animal is under the
37 direct control of a responsible person, and (i) the animal has entered upon the property of another
38 person without authorization of that person, or (ii) the animal has entered onto public property,
39 street or right-of-way. If the owner's, leaser's, or renter's property is located within a community
40 association or other common-property arrangement, it shall also be considered off the owner's,
41 leaser's, or renter's property if the animal leaves the owner's curtilage and onto common property,
42 unless such property is clearly designated as an 'off-leash' area.

1 *Attack* shall mean the act by any animal of approaching a domestic animal or a person in
2 such a manner that hostile contact with the other animal or a person occurs.

3 *Bite* means that the skin has been penetrated by an animal's teeth.

4 *Board* shall mean the Board of County Commissioners.

5 *Cat* means the domestic cat, *Felis catus*.

6 *Citation* shall mean a written notice issued to a person by an animal control officer
7 stating that the officer has probable cause to believe that the person has committed a civil
8 infraction in violation of a duly-enacted ordinance and that the county court will hear the charge.

9 ~~*County health officer* shall mean the person designated by the Board of County~~
10 ~~Commissioners pursuant to the definition in F.S. ch. 154 and F.A.C. ch. 64D-3.~~

11 *Dangerous animal* shall mean an animal that has, when unprovoked,

12 (1) Aggressively bitten, attacked, or endangered or has inflicted severe injury on a
13 human being on public or private property; or

14 (2) Has more than once severely injured or killed a domestic animal while off the
15 owner's property; or

16 (3) Has, when unprovoked, chased or approached a person upon the streets,
17 sidewalks, or any public grounds in a menacing fashion, or an apparent attitude of
18 attack; and

19 (4) Provided that such actions as set forth and described in paragraphs (1), (2) and (3)
20 above are attested to in a sworn statement by one or more persons and dutifully
21 investigated by the appropriate authority.

22 *Direct control* shall mean: any animal that is controlled and is obedient to a competent
23 person's commands, is restrained by leash or tether of appropriate length, or other physical
24 control device, or is within a secure enclosure.

25 ~~(1) Immediate continuous physical control of a dog at all times by means of a leash, cord,~~
26 ~~or chain of such strength to restrain the dog; and~~

27 ~~(2) Controlled by a person capable of restraining the dog; or~~

28 ~~(3) Safe and secure restraint within a vehicle.~~

29 ~~(4) Voice control shall be considered direct control when the dog is actively participating~~
30 ~~in certified training or official showing, obedience, or field events.~~

31 ~~(5) Direct control shall not be required of dogs actually participating in a legal sport in an~~
32 ~~authorized area or of government police dogs.~~

33 *Director of animal control* shall mean the person designated by the county administrator
34 to enforce the ordinances and laws pertaining to animal control and cruelty to animals.

35 *Division of animal control* shall mean the agency designated by the Board of County
36 Commissioners to enforce the ordinances and laws pertaining to animal control and cruelty to
37 animals.

1 *Dog* means the domestic dog, *Canis familiaris*, or any of the various other animals of the
2 family *Canidae*.

3 *Domestic* means tame, usually by generations of breeding, and living in close association
4 *with humans as a pet, work animal or farm animal in such a way that creates a dependency on*
5 *humans so that the animal loses its ability to live in the wild.*

6 ~~*Domestic animal* shall mean any equine or bovine animal, goat, sheep, swine, dog, cat,~~
7 ~~*poultry, or other domesticated beast or bird.*~~

8 *Endanger* shall mean risk of harm or imperil.

9 *Exposure to rabies* shall mean contact by any person, domestic animal or captive wild
10 animal with saliva, brain tissue, or other potential infectious material of a rabid animal or of an
11 animal suspected to be rabid due to its apparent ill health, or which is of a species commonly
12 recognized to be a carrier of rabies, such as, but not limited to, raccoons, foxes, bats, skunks, and
13 bobcats.

14 *Feral animal* shall mean any wild cat or dog, whether it was born in the wild or reverted
15 to a wild state due to abandonment or lack of domestication.

16 *Impoundment* shall mean the taking up and confining of an animal by the division of
17 animal control in a manner consistent with professionally-recognized standards of humane
18 treatment.

19 *Inhumane care of animals* includes, but is not limited to, any act, omission, or neglect,
20 *which causes unjustifiable injury, physical pain, suffering, or death to any living animal when*
21 *there is reasonable remedy or relief.*

22 *Livestock* shall mean all animals of the equine, bovine, or swine class, including goats,
23 sheep, mules, horses, hogs, cattle, ostriches, Chickens or poultry and other grazing animals.

24 *Neutered* shall mean rendered permanently incapable of reproduction or permanently
25 incapable of reproduction because of physiological sterility, but only where the neutered
26 condition has been certified by a veterinarian licensed in any state.

27 *Owner* shall mean any person, firm, corporation or organization owning, possessing,
28 harboring, or having control, custody and care of an animal. If the animal is owned by a person
29 under 18 years, that person's parent or guardian.

30 *Person* shall mean any individual, firm, corporation, partnership, organization, or
31 association.

32 *Potential rabies carrier* shall mean any species commonly recognized to be a carrier of
33 rabies, such as, but not limited to, raccoons, foxes, bobcats, and skunks.

34 ~~*Proper shelter for an outdoor animal (excluding livestock)* shall include, but is not~~
35 ~~*limited to, a permanent structure with three sides, a top and a bottom. The structure shall have a*~~
36 ~~*waterproof roof, be structurally sound with three solid sides, top and bottom, and shall protect*~~
37 ~~*the animal from the elements, with space to stand up, sit down, turn around and lie down in a*~~
38 ~~*normal posture. The structure and surrounding area needs to be free of trash or waste so as not to*~~
39 ~~*threaten the physical well being of the animal. Examples of inadequate shelter include, but are*~~
40 ~~*not limited to, lean tos, cardboard boxes, uncovered vented plastic airline carriers, abandoned*~~

1 ~~vehicles, uncovered porches, uncovered decks, or material that does not provide sufficient~~
2 ~~protection from the elements.~~

3 Proper shelter for an outdoor animal (excluding livestock) shall mean:

4 (1) Any structure with at least three walls, a roof, and a floor in adequate condition as
5 not to endanger the safety of the animal and as to provide necessary protection of
6 the animal from weather conditions. Examples of inadequate shelter include, but
7 are not limited to, lean-tos, cardboard boxes, plastic airline carriers unless sides
8 are modified to keep wind and rain out, abandoned vehicles or material that does
9 not provide sufficient protection from the elements.

10 (2) The structure must be made of durable materials including, but not limited to,
11 wood or molded plastic.

12 (3) The structure shall have a waterproof roof, be structurally sound with waterproof
13 and wind resistant sides, with space for the animal to stand up, sit down, turn
14 around and lie down in a normal posture.

15 (4) The structure must be properly located so that it does not allow for standing water
16 to pool inside following any weather event or other water intrusion.

17 (5) The structure and surrounding area needs to be free of trash or waste so as not to
18 threaten the physical wellbeing of the animal.

19 (6) The shelter must have clean bedding to provide insulation and protection against
20 cold and dampness and promote the retention of body heat. Acceptable bedding
21 shall include, but not be limited to, blankets, hay, straw, or cedar shavings.

22 Public nuisance by animals shall mean, but is not necessarily limited to:

23 (1) Any animal which chases vehicles or ~~molests passersby~~ persons; or

24 (2) Any animal, which runs at large upon public or private property without
25 permission from the property owner; or

26 (3) Any animal which soils, defiles, or defecates on public or private property, other
27 than the property of the owner, unless the owner immediately removes and
28 properly disposes of it; or

29 (4) Any animal which causes unsanitary or dangerous conditions to exist resulting in
30 noxious odors, the attraction of rodents, insects, vermin, animal pests and
31 parasites (i.e., ticks, fleas, worms, etc.); or

32 (5) Any feral animal; or

33 (6) Any animal which ~~continuously~~ meows, barks, howls, whines or makes other
34 sounds common to the species, persistently or continuously for a period of 30
35 minutes or longer when the animal is not contained within an enclosure sufficient
36 to baffle loud noises and render them reasonably unobjectionable. This subsection
37 shall not apply to animals maintained on land zoned for agricultural purposes, nor
38 shall it apply to a properly permitted animal shelter established for the care and/or
39 placement of unwanted or stray animals, nor a properly zoned commercial
40 boarding kennel or other animal facility. ~~or otherwise disturbs the peace;~~ or

1 (7) Failure to remove animal fecal matter such that adjacent property owners or
2 inhabitants are unable to enjoy the use of his or her property due to the odor or
3 smell; or

4 (8) Failure to eradicate fleas, ticks and other animal pests and parasites from the
5 animal owner's and/or caregiver's property which results in an infestation or
6 proliferation of the same beyond the boundaries of the animal owner's and/or
7 caregiver's property.

8 *Severe injury* means any physical injury that results in broken bones, multiple bites, or
9 disfiguring lacerations requiring sutures or reconstructive surgery.

10 *Severe weather* shall mean any dangerous meteorological phenomena with the potential
11 to cause damage, serious social disruption, or loss of human life.

12 *Tethering* shall mean a rope, leash, pulley run or other means of constraint, which must
13 be attached to the animal by a properly applied commercially available buckle-type collar, halter
14 or harness and configured so as to protect the animal from injury and prevent entanglement with
15 other objects and/or animals. This shall not apply to an owner who is walking or exercising their
16 animal.

17 *Unprovoked* shall mean that the victim who has been conducting himself peacefully and
18 lawfully has been bitten or chased in a menacing fashion or attacked by an animal.

19 *Veterinarian* shall mean a person who is licensed to engage in the practice of veterinary
20 medicine as provided for in F.S. eCh. 474.

21 *Veterinary hospital* or *clinic* shall mean any place or facility owned or operated by a
22 licensed veterinarian and used for the practice of veterinary medicine in the diagnosis, treatment,
23 and care of diseases of and injuries to animals, or used for the boarding of animals during such
24 diagnosis, treatment or care, or used for the temporary boarding of animals belonging to the
25 veterinarian's clients.

26 Sec. 4-27. - Statutory authority.

27 This article is an exercise of authority under state law.

28 Sec. 4-28. - Area of enforcement.

29 This article shall be effective throughout the unincorporated area of the county and within
30 any incorporated area of the county upon execution of an interlocal agreement with the
31 incorporated area specifying the terms for implementation and enforcement of this article within
32 the incorporated area. However, this ordinance shall not be applicable to research and
33 instructional programs conducted in the interest of medical science by universities registered
34 with the United States Department of Agriculture and operated under federal statutes and rules.

35 Sec. 4-29. - Enforcement generally; penalties.

- 1 (a) In addition to or in lieu of impounding an animal which any animal control officer or any
2 law enforcement officer has probable cause to believe is in violation of this article the
3 officer may issue a citation to the owner or keeper of the animal, ~~provided, however, that~~
4 ~~upon a second conviction within the same household of a violation of sections 4-35~~
5 ~~through 4-39, the animal shall be confined to the owner's premises by means of an~~
6 ~~enclosure approved by the division of animal control for restraining the animal and for~~
7 ~~preventing its escape.~~
- 8 (b) Any person to whom a citation is issued shall pay the fine by the designated date or
9 ~~appear in county court at the time, date and location designated in the citation. elect to~~
10 ~~appear to contest the citation or appear at the designated date and time on the Notice to~~
11 ~~Appear for mandatory appearances in county court.~~
- 12 (c) Any person who fails to pay the civil penalty within the time allowed, or fails to appear in
13 court to contest the citation, shall be deemed to have waived his or her right to contest the
14 citation and that, in such case, judgment may be entered against the person for an amount
15 up to the maximum civil penalty.
- 16 (e)(d) Any person electing to appear or required so to appear waives the right to pay the
17 minimum civil penalties.
- 18 (d)(e) Penalties shall be in addition to court costs as established by the county court.
- 19 (e)(f) The maximum civil penalty for each violation shall be \$500.00.
- 20 (f)(g) If a person to whom a citation is issued does not contest the citation and elects to pay the
21 applicable civil penalty in lieu of appearing in county court, the civil penalty shall be less
22 than the maximum civil penalty.
- 23 ~~(g)(h)~~ A mandatory court appearance does not have the option of paying the fine instead of
24 appearing in court and shall be required for any of the following:
- 25 (1) Third and subsequent violations of this article, except as provided in section
26 4-29(g) (4), (5), (6), and (7).
- 27 (2) Third and subsequent violations which result in the destruction or loss of personal
28 property.
- 29 (3) Second and subsequent violations which result in the unprovoked biting,
30 wounding, or attacking of a domestic animal or person.
- 31 (4) Second or subsequent violations of sections 4-37 and 4-38.
- 32 (5) Violations of section 4-39.
- 33 (6) Second and subsequent violation of any provision pertaining to dangerous or
34 aggressive animals which does not result in injury to a person or domestic animal.
- 35 (7) Violation of any provision pertaining to dangerous or aggressive animals which
36 results in injury to a person or domestic animal.
- 37 (h)(i) Minimum civil penalties for violations of the article not otherwise listed above are as
38 follows:

Code Section	Description of Violation	1st Violation	2nd Violation	3rd Violation and thereafter
4-34	Obstructing enforcement	\$50.00	\$100.00	\$250.00
4-35	Running at large	\$50.00	\$100.00	\$250.00
<u>4-35</u>	<u>Running at large with the destruction or loss of personal property</u>	<u>\$100.00</u>	<u>\$250.00</u>	<u>\$500.00 and a mandatory court appearance.</u>
<u>4-35</u>	<u>Running at large with the unprovoked, biting, wounding or attacking of a domestic animal or person</u>	<u>\$450.00 (person)</u> <u>\$250.00 (animal)</u>	<u>\$500.00 thereafter and mandatory court appearance.</u>	
4-36	Public nuisance prohibited	\$50.00	\$100.00	\$250.00
4-37	Humane care required	\$250.00	Thereafter \$500.00 and mandatory court appearance	
4-38	Animals in motor vehicles	\$250.00	Thereafter \$500.00 and mandatory court appearance	
4-39	Exploitation of animals prohibited	\$500.00 and mandatory court appearance		
4-40	Repeated invalid complaints	\$50.00	\$100.00	\$250.00
4-43	Removal of animal waste	\$50.00	\$100.00	\$250.00
4-44	Number of animals, acreage restrictions/excess animals	\$50.00	\$100.00	\$250.00

	habitats			
4-45	Permit required for multiple pets	\$50.00	\$100.00	\$250.00
4-46	Prohibition on feeding feral animals	\$50.00	\$100.00	\$250.00
4-47	Dogs and cats offered for sale; health requirements	\$50.00	\$100.00	\$250.00
4-76	Rabies vaccination required	\$50.00	\$100.00	\$250.00
4-77	Animal bites	\$50.00	\$100.00	\$250.00
4-78	Potential rabies carriers	\$50.00	\$100.00	\$250.00
4-35 4-36 4-37 4-38 4-43 4-47 4-77	Violations which result in the destruction or loss of personal property	\$100.00	\$250.00	\$500.00 and a mandatory court appearance.
4-35 4-36 4-37 4-38 4-43 4-47 4-77	Violations which result in the unprovoked, biting, wounding or attacking of a domestic animal or person	\$450.00 (person) \$250.00 (animal)	\$500.00 thereafter and mandatory court appearance.	
4-96 to 4-103	Violations of any provision pertaining to a dangerous animal which does not result in injury to a person or domestic animal.	\$250.00	\$500.00 thereafter and mandatory court appearance.	
4-96 to 4-103	Violations of any provision pertaining to aggressive animals which does not result in injury to	\$250.00	\$500.00 thereafter and mandatory court	

	a person or domestic animal		appearance.	
4-96 to 4-103	Violations of any provision pertaining to dangerous animals which does result injury to a person or domestic animal.	\$500.00 and mandatory court appearance.		
4-96 to 4-103	Violations of any provision pertaining to aggressive animals which does results in injury to a person or domestic animal.	\$500.00 and mandatory court appearance.		

- 1 (j)(i) In addition to any penalties and/or court costs imposed by this article or the court, there
2 shall be imposed and collected by the clerk of the court a \$5.00 surcharge upon each civil
3 penalty imposed for all citations issued for violations of this article. All funds collected as
4 a direct result of this surcharge shall be placed in a fund by the county to be utilized for
5 funding training of Leon County Animal Control Officers as required by F.S. §
6 828.27(4)(b).
- 7 (k) Any person who fails to pay the civil penalty, fails to appear in court to contest the
8 citation, or fails to appear in court as required by subsection (g), the court may issue an
9 order to show cause upon the request of the governing body of the county. This order
10 shall require such persons to appear before the court to explain why action on the citation
11 has not been taken. If any person who is issued such order fails to appear in response to
12 the court's directive, that person may be held in contempt of court.
- 13 (l) All violations shall be ~~recorded~~ accrued by owner, not by the individual animal.
- 14 (m) Community Service hours may be substituted for fines and fees at the request of the
15 violator or the County at the discretion of the court.
- 16 (1) No individual may participate in community service activities unless such
17 individual has executed a waiver and release in favor of the County, on a form
18 approved by the Leon County Attorney's Office, from any liability which may
19 accrue or arise during such community service work.
- 20 (2) Once an individual has completed the necessary hours equal to the fine entered on
21 the final judgment, the final judgment shall be satisfied.
- 22 (3) Such service must be completed within a prescribed time or the maximum fine
23 and/or all fees shall be entered as a final judgment.
- 24 (n) Unpaid citations may be referred to a private collection agency prior to the County
25 seeking a civil judgment against the violator.

1 (o) In addition to the penalties otherwise provided in this Article, the Board shall have the
2 right to enforce by injunction, writ of garnishment, or any other appropriate legal means,
3 compliance with the regulations and requirements of this Article.
4

5 Sec. 4-30. - Rules and regulations.
6

7 The Board of County Commissioners may, by resolution, enact reasonable rules and
8 regulations to implement and carry out the provisions of this article and state law.
9

10 Sec. 4-31. - Designation of enforcement officers.
11

12 (a) The Board of County Commissioners is hereby authorized to designate certain of its
13 employees in the animal control division as enforcement officers, herein referred to as
14 "animal control officers." The training and qualifications of the employees for such
15 designation shall be determined by the board.

16 (b) The director of animal control or any animal control officer shall have the authority to
17 enforce this article. The director of animal control and each person designated as an
18 animal control officer pursuant to F.S. eCh. 828, may issue to the known owner or keeper
19 of such animal a warning notice or citation as defined in section 4-29.
20

21 Sec. 4-32. - Enforcement procedures.
22

23 The procedures and guidelines used by the division of animal control in administration of
24 this article shall be approved by the Board of County Commissioners. The procedures and
25 guidelines submitted to the board shall take into consideration recommendations by interested
26 parties such as licensed veterinarians, a—persons knowledgeable in animal behavior, law
27 enforcement officers, and interested citizens.
28

29 Sec. 4-33. - Right of entry.

30 ~~(a) Pursuant to F.S. §§ 828.27, 828.073, and 125.01, the director of animal control and/or~~
31 ~~any animal control officer shall have the authority to enter public or unfenced private~~
32 ~~property within the county to carry out the duties imposed by this article. The director of~~
33 ~~animal control and/or any animal control officer is authorized to enter upon any private~~
34 ~~property that is unfenced, or that is fenced but with a gap, opening or indentation, or with~~
35 ~~a gate that is not closed and locked for the purpose of investigating a complaint of~~
36 ~~violation of this Chapter, for the purpose of seizing and impounding any animal that is~~
37 ~~stray or at-large, for the purpose of taking possession of any animal found neglected or~~
38 ~~cruelly treated, or as otherwise authorized by this Chapter; however, an animal control~~
39 ~~officer is not authorized to enter a dwelling without the owner's or the resident's~~
40 ~~permission, or without a warrant or under other authority.~~

41 ~~(b) Pursuant to F.S. §§ 828.27, 828.073, and 125.01, the director of animal control, and/or~~
42 ~~any animal control officer shall have the authority to enter fenced private property,~~
43 ~~exclusive of buildings, when:~~

1 ~~(1) The owner or keeper of an animal which has bitten or otherwise exposed a human~~
2 ~~or domestic or captive wild animal to rabies refuses to surrender such animal for~~
3 ~~rabies quarantine.~~

4 ~~(2) The animal being sought was at large immediately prior to the division of animal~~
5 ~~control receiving a complaint that the animal was at large chasing people or~~
6 ~~domestic animals or was causing the destruction or loss of personal property, but~~
7 ~~subsequently returned to its owner's fenced private property, provided, however,~~
8 ~~that the animal has the capability to leave the fenced property by climbing,~~
9 ~~jumping, or crawling under the fence and provided that an attempt to contact the~~
10 ~~owner, if known, was unsuccessful.~~

11 ~~(3) The division of animal control is taking possession of any animal found neglected~~
12 ~~or cruelly treated pursuant to F.S. §§ 828.27, 828.073 and 125.01.~~

13 ~~(4) Pursuant to F.S. §§ 767.12 and 125.01, the division of animal control is taking~~
14 ~~possession of any animal initially determined as dangerous or aggressive.~~

15 Sec. 4-34. - Obstructing enforcement.

16 No person shall:

17 ~~(1)~~(a) Refuse to surrender an animal upon lawful demand by the director of animal control or
18 any animal control officer.

19 ~~(2)~~(b) Interfere with the director of animal control or any animal control officer who is lawfully
20 performing his or her duties.

21 ~~(3)~~(c) Hold, hide, or conceal any animal which the director of animal control or an animal
22 control officer has deemed to be in violation of this article.

23 ~~(4)~~(d) Take or attempt to take any animal from the director of animal control or an animal
24 control officer or from any vehicle used by him to transport animals in the legal
25 performance of his or her duties.

26 ~~(5)~~(e) Take or attempt to take any animal from an animal control shelter, a humane live trap, or
27 an animal carrier, without proper authority.

28
29 Sec. 4-35. - Running at large.

30 (a) *Generally prohibited.* It shall be unlawful for any animal to run or remain at large on any
31 street, road, alley, park or other public place. A street, road, alley, or other place shall be
32 considered a public place, without respect to maintenance authority or ownership, if the
33 area is under common ownership or control, or is generally accessible to the public.

34 (b) *[Private property.]* It shall be unlawful for any animal to be on private property without
35 the consent of the property owner whether or not the animal is under direct control.

1 (c) *[Tethering.]* It shall be a violation of this article for the owner or keeper of any animal to
2 tie, chain or otherwise tether such animal in such a manner that it has access to public
3 property or the property of another without consent of that property owner.

4 (d) *[Responsibility.]* The owner or keeper of any animal found running or remaining at large
5 shall be responsible for any violation of this article.

6 (e) *Dogs and cats in estrus (heat).* The owner of any female dog or cat in estrus shall keep
7 such dog or cat confined in a building or secure enclosure, veterinary hospital, or
8 boarding kennel in such manner that such female dog or cat cannot come in contact with
9 a male dog or cat, except for intentional breeding purposes.

10 (f) Enhancements. Minimum civil penalties for violations of this section are enhanced as
11 described in Sec. 4-29 when the violation results in the following:

12 (1) The destruction or loss of personal property; or

13 (2) The unprovoked biting, wounding, or attacking of a domestic animal or person.

14
15 ~~(g)~~ *Exceptions.* This section shall not apply to:

16 (1) Any dog actually engaged in a legal sport, including supervised hunting within
17 authorized areas.

18 (2) Any dog or cat being officially showed or trained.

19 (3) Any animal that is especially trained to assist or provide personal services for a
20 disabled person, as defined under the American With Disabilities Act.

21 (4) Government police dogs.

22
23 (5) Dogs in a designated or established "off-leash" dog park while under the
24 supervision of the owner or a responsible person.

25
26 Sec. 4-36. - Public nuisance prohibited.

27 (a) It shall be unlawful for any person to allow his or her animal to become a public
28 nuisance.

29 (b) The owner of any domestic or captive wild animal which is a public nuisance shall be
30 subject to the procedures and penalties set forth in section 4-29.

31 (c) Any animal which is feral shall be classified as a public nuisance and may be impounded
32 and humanely euthanized. Feral animals may not be required to be held for a minimum
33 period of time as is required for other stray animals (as provided in Division 2).

34 (d) Any nuisance complaint may be investigated by animal control or law enforcement. The
35 owner shall first be given written notification by the county of the public nuisance, that
36 the owner is required to make reasonable effort to abate the nuisance within seven (7)
37 calendar days of the written notice of violation, and that subsequent violations or failure

1 to abate the nuisance may result in the issuance of a citation to the owner for allowing his
2 or her animal to become a nuisance.

3 (e) Subsequent violations, after warning, shall be based on the following:

4 (1) An animal control officer or law enforcement having personal knowledge of the
5 nuisance; or

6 (2) Sworn affidavits of complaint signed by two unrelated residents living in separate
7 dwellings in the close proximity of the alleged violation; or

8 (3) Sworn affidavit of complaint signed by a resident living in the close vicinity of
9 the alleged violation together with a videotape of the activity complained of
10 recorded by, or recorded in the physical presence of, such resident.

11 (f) For the purposes of this section, close proximity shall mean residing within a radius of
12 200 feet from the residence or location of the offending animal or property but shall not
13 preclude the consideration of evidence and testimony of persons living more than 200
14 feet from the residence or location of the offending animal. One affidavit may be
15 sufficient to warrant an investigation where there is only one party in close proximity to
16 the alleged nuisance.

17 (g) The affidavit(s) shall specify the following:

18 (1) Address or location of the alleged violation.

19 (2) The nature, time and date(s) of the act.

20 (3) The name and address of the owner or custodian of the animal, if known.

21 (4) Description of the animal, if known.

22 (5) The videotape shall include the date and time of the event being recorded and
23 shall provide evidence of the nature and extent of the violation.

24 (h) Affidavits received by Animal Control within ten (10) business days of the alleged
25 violation will result in an investigation of the complaint. If the complaint is valid and
26 probable cause exists that a violation of this section has occurred, a citation may be
27 issued.

28 (i) Nothing in this section shall be construed to give authority or authorization to any
29 person(s) to trespass on private property.

30 ~~(e) Subsequent violations, after warning, shall be based on the animal control officer or law~~
31 ~~enforcement having personal knowledge of the nuisance or at least two affidavits from~~
32 ~~different parties residing in close proximity to the alleged nuisance must be received.~~
33 ~~Close proximity shall mean residing within a radius of 200 feet from the residence or~~
34 ~~location of the offending animal or property but shall not preclude the consideration of~~
35 ~~evidence and testimony of persons living more than 200 feet from the residence or~~
36 ~~location of the offending animal. One affidavit may be sufficient to warrant an~~
37 ~~investigation where there is only one party in close proximity to the alleged nuisance.~~

38 Sec. 4-37. - Humane care required.

- 1 (a) No owner shall fail to provide his or her animal with sufficient and wholesome food,
2 proper shelter and protection from the weather at all times, veterinary care when needed
3 to prevent suffering, sufficient exercise space, and humane care and treatment, including
4 clean, sanitary, safe, humane conditions. The owner of an animal shall provide clean
5 water for the animal in a sufficient quantity to maintain the animal in a healthy condition.
6 Water shall be provided at all times in a stable container which is sized appropriately for
7 the animal's species and breed.
- 8 (b) No person shall overload, overwork, torture, or torment, deprive of necessary sustenance,
9 beat, mutilate or inhumanely kill, or otherwise abuse any animal or cause or permit the
10 same to be done.
- 11 (c) No person shall abandon any animal by forsaking the animal entirely or by neglecting or
12 refusing to provide or perform the legal obligations for care and support of the animal.
- 13 (d) Any person who, as the operator of a motor vehicle, strikes a domesticated animal,
14 should immediately report such incident to any law enforcement agency or to the division
15 of animal control.
- 16 (e) Tethering. No person shall under any circumstances tether ~~or otherwise confine~~ any
17 animal in a manner that is injurious to the animal's health, safety and well-being. Proper
18 and humane tethering includes, but is not limited to the following:
- 19 (1) Collars used to attach an animal should be comfortable and properly fitted. The
20 use of choker collar or chain is prohibited.
- 21 (2) The tether shall not extend over an object or edge in such a manner that could
22 result in strangulation of or injury to the animal. The length of the tether must be a
23 minimum of six feet, or at least three times the length of the animal measured
24 from the animal's nose to the base of its tail, whichever is greater, unless the tether
25 is being used to secure the animal to the bed of an open vehicle or pick-up truck.
26 The tether must have a swivel at both ends to prevent entanglement. Restraints
27 should allow the animal to move about and lie down comfortably. Pulley, running
28 line, or trolley systems must be at least 15 feet in length and less than seven feet
29 above the ground.
- 30 (3) Tethering of an animal is prohibited during severe weather events and natural
31 disasters such as flood, fires, tornadoes, hurricanes or blizzard.
- 32 (4) No animal shall be confined to a vacant or abandoned structure or vacant
33 property.
- 34 (5) The weight or gauge of any tether or chain shall not be more than one-eighth of
35 the animal's weight. Logging chains and vehicle tow chains are prohibited. No
36 person shall add any weight to an animal collar, harness, chain or tether.
- 37 ~~(6) Animals are not to be tethered outside during extreme weather events, including,~~
38 ~~but not limited to, extreme heat or cold, thunderstorms, lightning, tornadoes,~~
39 ~~tropical storms, hurricanes, or snow.~~
- 40 ~~(7)~~(6) The animal tethered must be at least six months of age. Puppies and kittens shall
41 not be tethered.

- 1 ~~(8)~~(7) The animal tethered must not be sick or injured.
- 2 (f) Any person who commits any of the following acts shall be in violation of this section:
- 3 (1) Baiting, breeding, training, transporting, selling, owning, possessing, or using any
- 4 wild or domestic animal for the purpose of animal fighting or baiting;
- 5 (2) Betting or wagering any money or other valuable consideration on the fighting or
- 6 baiting of animals;
- 7 (3) Attending the fighting or baiting of animals;
- 8 (4) Owning, possessing, or selling equipment for the purpose of animal fighting or
- 9 baiting;
- 10 (5) Providing or allowing property for use in the housing, training, transport, fighting
- 11 or baiting of animals.

12 Sec. 4-38. - Animals in motor vehicles.

- 13 (a) No operator of a motor vehicle shall transport or keep an animal in or on any motor
- 14 vehicle unless the animal is safely enclosed within the cab of the vehicle or protected by a
- 15 container, cage, cross tethering, or other device that will prevent the animal from falling
- 16 from, being thrown from, or jumping from the motor vehicle.
- 17 (b) No person shall transport, place or confine an animal or allow it to be placed or confined
- 18 in the enclosed trunk of a vehicle.
- 19 (c) It shall be unlawful for a motor vehicle owner or operator to place or confine an animal
- 20 or allow it to be placed or confined or to remain in an un-attended motor vehicle without
- 21 sufficient ventilation or under conditions for such a period of time as may reasonably be
- 22 expected to endanger the health or well-being of such animal due to heat, lack of water,
- 23 or such other circumstances as may reasonably be expected to cause suffering, disability
- 24 or death of the animal.
- 25 (d) Officers finding an animal under the conditions referenced above may rescue such animal
- 26 from the vehicle following the policy established by animal control.
- 27 (e) Any officer who acts in substantial compliance with the requirements of this section shall
- 28 make the officer and/or the county immune from any criminal or civil liability.
- 29 (f) A person who enters a motor vehicle, by force or otherwise, for the purpose of rescuing
- 30 and removing a domestic animal is immune from civil liability for damage to the motor
- 31 vehicle as outlined in F.S. §768.139, as may be amended from time to time.

32 Sec. 4-39. - Exploitation of animals prohibited.

33 It is unlawful for any person to promote, conduct or permit exploitive animal contests,

34 performances, or exhibitions, in which animals are encouraged, forced, or trained to perform

35 unnaturally, including, but not limited to, greased pig contests, equine basketball, diving equine

36 acts, or roadside zoos or menageries.

1 Sec. 4-40. - Repeated invalid complaints.

2 It is unlawful for a person to willfully and knowingly provide false or misleading
3 information to Animal Control on matters pertaining to the enforcement of this Chapter or state
4 law.

5
6 (a) Upon determination that a complaint is invalid, the investigating officer shall notify the
7 complainant in writing of the determination and the reason for the determination.

8 (b) Any person who receives a second notice of an invalid complaint or any subsequent
9 notices thereafter may be issued a citation for a violation of this section and subject to the
10 fines as outlined in Sec. 4-29 of this Chapter, as may be amended from time to time.

11 (c) Any person who has been convicted of more than three (3) citations for an invalid
12 complaint within a three (3) year period may be subjected to penalties pursuant to F.S. §§
13 125.69 and 162.21. Such violations shall be prosecuted in the name of the state in a court
14 having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon
15 conviction shall be punished by a fine not to exceed \$500 or by imprisonment in the
16 county jail not to exceed 60 days or by both such fine and imprisonment.

17 ~~Upon determination that a complaint is invalid, the investigating officer may notify the~~
18 ~~complainant in writing of the determination and the reason for the determination. Any person~~
19 ~~who has received a third notice of an invalid complaint within a 365-day period shall be deemed~~
20 ~~to have committed a violation of this chapter.~~

21 Sec. 4-41. - Procedure upon citation.

22 (a) Any person cited for violation of the animal control ordinance shall be deemed to be
23 charged with a civil infraction and cited to appear in county court.

24 (b) Any person cited for an infraction under this section must:

25 (1) Sign and accept a citation indicating a promise to appear in county court ~~at the~~
26 ~~time, date, and place indicated in the citation,~~ or, in lieu of appearing, pay the
27 applicable civil penalty within the timeframe noted on the citation. ~~prior to the~~
28 ~~court date noted on the citation.~~

29 a. *Exception.* No person to whom a citation has been issued which requires a
30 mandatory court appearance may pay the civil penalty in lieu of appearing
31 in county court.

32 (c) Whenever possible, a citation issued by an animal control officer shall be hand delivered
33 to the violator (or the violator's representative having custodial responsibilities at the
34 location of the violation). If the animal control officer is unable to hand deliver the
35 citation, the animal control division shall send the citation by certified mail to the
36 violator. Failure to accept delivery of the certified letter shall be considered a willful
37 refusal to sign for and accept issuance of the citation.

38 (e)(d) Any person who willfully refuses to accept and sign the citation shall be in violation of
39 state law and this article and shall be punished in accordance with F.S. §§ 775.082,
40 775.083, or 775.084, as provided by F.S. ch. 828.

1 ~~(d)~~(e) If the person cited pays the applicable civil penalty in lieu of appearing in county court,
2 he or she shall be deemed to have admitted the infraction and to have waived his or her
3 right to a hearing on the issue of commission of the infraction.

4 ~~(e)~~(f) Any person electing to appear or who is required so to appear shall be deemed to have
5 waived his or her right to pay the minimum civil penalty.

6 Sec. 4-42. - Fees.

7 The Board of County Commissioners of Leon County, Florida, may, by resolution,
8 establish and subsequently amend a fee schedule for the division of animal control which shall
9 be administered by the division. All fees collected under this section that are not expended in the
10 current fiscal year, shall be carried over to the succeeding fiscal year for expenditure in the
11 division of animal control.

12 Sec. 4-43. - Removal of animal waste.

13 (a) It shall be unlawful for any owner of an animal to fail to remove any feces deposited by
14 his or her animal on public walks, recreation areas, public streets, or private property
15 other than the premises of the owner of the animal.

16 (b) This section shall not apply to disabled persons accompanied by a service animal used for
17 assistance in accordance with the law.

18 Sec. 4-44. - Number of animals, acreage restrictions/excess animals habitats.

19 (a) A person convicted of his or her second violation of sections 4-35, 4-36, 4-37 or 4-76
20 within a two-year period shall be subject to the provisions of sections 4-44 and 4-45. The
21 second conviction may be of the same section as the initial violation or a subsequent
22 conviction of another listed section. Thereafter, it is a violation of this section if the
23 person harbors a greater number of dogs and/or cats than allowed in the chart below
24 without obtaining a multiple pet permit. The owner must comply with all animal care
25 standards as required in section 4-45 of this chapter.

If you have:	Less than 1.5 acres	1.5 to less than 3 acres	3 to less than 5 acres	5 acres or more
1—10 dogs and/or cats	No permit required	No permit required	No permit required	No permit required
11—20 dogs and/or cats	Prohibited without valid permit	No permit required	No permit required	No permit required
21—30 dogs and/or cats	Prohibited without valid permit	Prohibited without valid permit	No permit required	No permit required

31 plus dogs and/or cats	Prohibited without valid permit	Prohibited without valid permit	Prohibited without valid permit	*
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1

2 * For each additional 1.5 acres over five acres, up to ten dogs and/or cats shall be allowed
3 without a permit.

4 Acreage determination excludes easements for roads or other areas that must allow public
5 egress and ingress. All property must be contiguous.

6 (b) References to dogs and cats in this section only refer to dogs and cats older than four
7 months. There are no restrictions on the number of dogs and cats younger than four
8 months old that can be on the premises.

9 (c) A person subject to this section must apply for a permit within 15 days of being convicted
10 of a second violation as defined in subsection (a), above.

11 (d) If it is determined that a person is in violation of this section, such person shall be
12 allowed 30 days from the notice of violation to come in to compliance. Failure to timely
13 comply will result in subsequent violation.

14 Sec. 4-45. - Permit required for multiple pets.

15 (a) *Requirements.*

16 (1) Any person subject to these provisions who is in possession of more dogs and/or
17 cats than authorized in section 4-44 without a multiple pets permit ("permit") shall
18 have 30 days from the effective date of this ordinance [from which this section
19 was derived] to either obtain a permit or otherwise comply with that section.

20 (2) A permit shall be issued only after the division completes an inspection and
21 determines that the minimum requirements and standards, as set forth in this
22 chapter, have been met. After approval, a permit shall be issued upon payment of
23 the applicable fee. The applicant shall pay an application fee of \$100.00 at the
24 time of filing. The permit shall be prominently displayed on the premises where
25 animals are located.

26 (3) The permit is valid for a period of one year from the date of issuance, unless
27 otherwise stated or revoked. The permit shall be renewed annually. Said permit is
28 not transferable, assignable or refundable and shall be valid only to the applicant
29 and location for which it was originally issued. Renewal applications for permits
30 shall be made within 30 days prior to the expiration date.

31 (4) A permit holder shall use the initial permit issue date as the anniversary date for
32 the purposes of permit expiration and renewal.

33 (5) It shall be a condition of the issuance of any permit that the division shall be
34 allowed, at any reasonable time, with the owner present, to inspect all dogs and/or
35 cats and all premises where dogs and/or cats are kept.

1 (6) No permit shall be issued or renewed hereunder if an applicant has had his or her
2 permit revoked within two years of the date of application, or has outstanding and
3 unsatisfied civil penalties imposed due to violations of this chapter.

4 (b) *Inspection procedures.*

5 (1) Inspection required. Applicants shall submit to an in-home, property, and out
6 building inspection (wherever the dogs and/or cats will be housed) by a county
7 animal control officer prior to the issuance of a permit.

8 (2) Initial inspections of multiple pet facilities will be made with advance notice,
9 during normal business hours or at any reasonable time during daylight hours. All
10 inspections will be made in the presence of the owner whenever possible.

11 (3) Whenever deficiencies are noted or the division receives a complaint from the
12 public, a follow-up inspection of the establishment, may be initiated by the
13 division.

14 (4) A permit shall not be issued if the inspection determines:

15 a. That the requested number of dogs and/or cats cannot be maintained
16 without creating noise or odor nuisances;

17 b. That the requested number of dogs and/or cats cannot be maintained in a
18 healthy and sanitary environment;

19 c. That any dogs and/or cats at the location are not in compliance with all
20 provisions of this chapter.

21 (5) The owner shall correct or initiate corrections within seven days of the initial
22 inspection, unless otherwise stated by the inspecting officer. Subsequent
23 inspection is required to confirm corrections.

24 (6) By notice of adverse action, the division shall deny or revoke any permit if it is
25 determined that:

26 a. There has been a material misstatement or misrepresentation in the permit
27 application;

28 b. The owner has been convicted of his or her fifth violation of sections 4-35,
29 4-36, 4-37 or 4-76 within a two-year period of filing an application or
30 renewal. The convictions may be for violations of the same section or any
31 combination of violations of the listed sections;

32 c. That the applicant/permit holder or any member of the household has
33 outstanding animal control fines or has failed to pay a fine or to request a
34 hearing in county court to answer the charges of any violations pending at
35 the time of application or renewal. ~~The owner has failed to pay a fine or to~~
36 request a hearing in county court to answer the charges of a third citation
37 issued in violation of this chapter within 90 days of issuance of the
38 violation;

39 d. The permit holder or any of his agents have been convicted of a violation
40 of law involving cruelty to animals;

- e. An animal under the care and responsibility of a permit holder has been found to be in need of immediate veterinary care that, if not treated, would result in unnecessary suffering, pain or death; or
- f. The permit holder and/or their employees/agents, is convicted of ~~his or her third~~ a violation of any part of section 4-45(d).

~~(7) No inspection required. Applicants who provide proof of having a current permit, and who have not obtained additional dogs and/or cats since their last inspection, and have had no enforcement actions for violating this chapter during the preceding 12 months, and all dogs and/or cats are current on rabies vaccination with proof provided to the animal control division, may be issued a permit by mail without inspection. The animal control division may require an inspection during reasonable hours at their discretion regardless of the applicant's history.~~

(c) *Application review.* Within ten days of an inspection or receipt of an application pursuant to subsection (b)~~(7)~~, above, the division shall issue a written notice of approval or denial.

(d) *Violations.*

- (1) A person commits an offense if the person harbors a greater number of dogs and/or cats than allowed in section 4-44 without obtaining a permit. If a citation is issued, the person will then have 14 days from the issue date to comply with this section. Failure to comply within the stated time will result in a subsequent violation.
- (2) A person commits an offense if the person is the holder of a permit and harbors more dogs and/or cats than authorized in the permit. If a citation is issued, the person will then have 14 days from the issue date to comply with this section. Failure to comply within the stated time will result in a subsequent violation.
- (3) A person commits an offense if the person is a holder of a permit and the person refuses, upon request by a county animal control officer during reasonable hours, to make his dogs and/or cats, premises, facilities, equipment, and any necessary registrations or permits available for inspection.
- (4) A person commits an offense if the person is a holder of a permit and the person refuses to show the permit upon request by a county animal control officer or law enforcement.
- (5) A person commits an offense after an inspection has revealed noncompliance with this chapter.

(e) *Appeal process.*

- (1) Any permit holder or applicant who has been denied a permit or whose permit has been revoked may appeal this action to the division of animal control. A written petition for appeal must be filed with the division within ten days of the notice of adverse action. Otherwise, the denial or revocation of the permit shall become final.
- (2) The appeal must be heard by the review committee within 30 calendar days after the permit holder or applicant has submitted a petition for appeal. The appeal may

1 be delayed by the division beyond the 30 calendar days if the division experiences
2 extenuating circumstances beyond its control.

3 (3) Such hearing shall be convened by the review committee. The review committee
4 shall consist of a licensed veterinarian, the Leon County Sheriff or his/her
5 designee, and an informed citizen appointed by the Leon County Board of County
6 Commissioners.

7 (4) In hearings before the review committee, formal rules of evidence shall not apply,
8 but fundamental due process shall be observed and govern the proceedings. The
9 review committee shall decide the issues based upon the preponderance of the
10 evidence. If the review committee finds sufficient cause to deny or revoke a
11 permit its decision shall be final.

12 (5) Request for continuance. If the permit holder or applicant cannot appear at any
13 hearing scheduled by the review committee, he or she shall contact the division of
14 animal control no later than 48 hours prior to the hearing, requesting a one-time
15 continuance to the next available date.

16 (6) Waiver. If the permit holder or applicant fails to appear at the rescheduled
17 ~~classification-multiple pet~~ hearing, then he or she shall be deemed to have waived
18 his or her right to appear at such hearing. In such case, the division of animal
19 control shall proceed with the hearing and shall notify the permit holder or
20 applicant in writing of the findings of the committee.

21 (7) Permit holder or applicant's right to contest final determination in the county
22 court.

23 a. If the permit holder or applicant disputes the final determination of the
24 review committee, he or she may file a complaint seeking relief in the
25 county court, within ten business days following the date of receipt of the
26 review committee's final determination.

27 b. The complaint shall be served upon the chairman of the Leon County
28 Board of County Commissioners in accordance with F.S. ch. 48. A copy
29 of the complaint seeking relief shall be served upon the county attorney's
30 office.

31 c. The complaint shall comply with the standards and requirements set forth
32 in the Florida Rules of Civil Procedures for bringing causes of actions.

33 d. Burden of persuasion. A complaint to contest the final determination order
34 of the review committee shall be held by trial de novo in the county court.
35 The party bringing the complaint shall have the initial burden of going
36 forward with the evidence at trial.

37 (8) If no legal action has been served upon the county within the time period
38 specified above, or if the permit holder or applicant fails to appear at the judicial
39 proceeding scheduled pursuant to the foregoing subpart, then he or she shall be
40 deemed to have waived his or her right to protest such denial or revocation of the
41 permit. In such case, the division of animal control shall proceed with revoking or
42 denying the permit.

1 (9) If the county court finds that the denial or revocation of the permit was improper
2 as defined in this chapter, the permit shall be reissued or issued.

3 (10) The person receiving the notice of adverse action shall, until final determination
4 of the appeal, take whatever positive measures are necessary to prevent any future
5 incidents from occurring.

6 Sec. 4-46. - Prohibition on feeding feral animals.

7 (a) *Prohibited.* Feral animals constitute health and environmental risks to domesticated
8 animals, wildlife, and persons. It is a violation of this article for any person to feed or
9 harbor feral animals.

10 (b) *[Fine.]* Any person found in violation of this article shall be fined.

11 (c) *Exceptions.*

12 (1) A person may feed or harbor a feral animal if the animal is spayed or neutered;
13 and

14 (2) A person may feed or harbor a feral animal if they accept legal responsibility for
15 the animal, which includes ensuring compliance with all provisions of this
16 chapter; and

17 (3) A person may feed or harbor a feral animal while on private property and with the
18 expressed written approval of the property owner.

19 (d) *[Animal control.]* Animal control has the right to impound a feral animal if:

20 (1) The animal creates public health and safety concerns (including rabies, other
21 zoonotic diseases, and certain animal to animal disease); or

22 (2) The animal creates a public nuisance as defined in section 4-36.

23 Sec. 4-47. - Dogs and cats offered for sale; health requirements.

24 (a) It shall be unlawful for any person to offer for sale or sell any dog, cat, puppy or kitten
25 without first obtaining an official certificate of veterinary inspection pursuant to F.S. §
26 828.29. Dogs, cats, puppies or kittens offered for sale must be at least eight weeks old,
27 free of internal and external parasites, and have proper ~~inoculations as described below~~
28 vaccines and anthelmintics pursuant to F.S. § 828.29, as may be amended from time to
29 time.

30 (b) The official certificate of veterinary inspection shall document that ~~the following all~~
31 inoculations, tests and treatments required by F.S. § 828.29 have been administered.
32 Appropriate treatment for all positive findings must be documented.

33 ~~(1) Dogs/puppies:~~

34 ~~a. Inoculated against: Canine distemper, leptospirosis, parainfluenza, hepatitis, canine~~
35 ~~parvo virus, and bordatella. A rabies inoculation must be provided for any dog four~~
36 ~~months of age or older.~~

1 ~~b. Diagnostic tests to detect the following internal parasites: Hookworms,~~
2 ~~roundworms, whipworms, tapeworms, coccidia and giardia. Heartworm detection~~
3 ~~must occur for dogs six months of age or older. Appropriate treatment for all~~
4 ~~positive findings must be documented.~~

5 ~~(2) Cats/kittens.~~

6 ~~a. Inoculated against: Panleukopenia, feline viral rhino tracheitis, and calici virus. A~~
7 ~~rabies inoculation must be provided for any cat four months of age or older.~~

8 ~~b. Diagnostic tests to detect the following internal parasites: Hookworms,~~
9 ~~roundworms, tapeworms and coccidia. Appropriate treatment for all positive~~
10 ~~findings must be documented.~~

11 ~~e. The veterinarian shall date the official certificate of veterinary inspection upon the~~
12 ~~actual examination and administration of the inoculations and/or treatments. The~~
13 ~~sale of all dogs and cats must take place no more than 30 days after the official~~
14 ~~certificate of veterinary inspection has been issued. If a dog or cat is not sold within~~
15 ~~30 days of the issuance of the official certificate of veterinary inspection, then a~~
16 ~~new examination and inspection certificate must be obtained.~~

17 ~~d. No person shall display, give away, or offer for sale any live animal on private~~
18 ~~property without consent of the owner.~~

19 ~~e. No person shall display, give away, or offer for sale any living animal on public~~
20 ~~land, rights-of-way, or easements except in areas that have been authorized and~~
21 ~~permitted by the county for such use.~~

22 ~~f. The division of animal control, city-operated animal control agencies and registered~~
23 ~~nonprofit humane organizations shall be exempt from the provisions of this section.~~
24 ~~However, registered nonprofit humane organizations may be required to provide~~
25 ~~health records upon request.~~

26 (c) The veterinarian shall date the official certificate of veterinary inspection upon the actual
27 examination and administration of the inoculations and/or treatments. The sale of all dogs
28 and cats must take place no more than 30 days after the official certificate of veterinary
29 inspection has been issued. If a dog or cat is not sold within 30 days of the issuance of the
30 official certificate of veterinary inspection, then a new examination and inspection
31 certificate must be obtained.

32 (d) No person shall display, give away, or offer for sale any live animal on private property
33 without consent of the owner.

34 (e) No person shall display, give away, or offer for sale any living animal on public land,
35 rights-of-way, or easements except in areas that have been authorized and permitted by
36 the county for such use.

37 (f) The division of animal control, city-operated animal control agencies and registered
38 nonprofit humane organizations shall be exempt from the provisions of this section.
39 However, registered nonprofit humane organizations may be required to provide health
40 records upon request.

1 Secs. 4-48—4-60. - Reserved.

2 DIVISION 2. - IMPOUNDMENT, REDEMPTION, ETC.

3 Sec. 4-61. - Authority of county.

4 The director of animal control or any animal control officer may pick-up, catch or
5 confine any animal in violation of this article.

6 Sec. 4-62. - Restraint by property owner.

7 A property owner or tenant may restrain in a humane manner any animal found in
8 violation of this article on his or her property. When such restraint is made, the property owner
9 or tenant shall immediately notify the division of animal control. The property owner or tenant
10 shall treat the animal humanely and shall exercise due care to ensure the animal's safety and
11 well-being. The director of animal control or any animal control officer may impound any
12 animal delivered by its owner, or may pick up and impound any animal restrained by a property
13 owner as described above, and shall dispose of the animal pursuant to this article.

14 Sec. 4-63. - Redemption.

15 Tallahassee-Leon Community Animal Service Center ("ASC") shall keep healthy, stray,
16 and confiscated impounded animals for a time period to be established in the Center's standard
17 operating procedures. Stray animals which are impounded and are not suffering from or
18 suspected of having an infectious disease, shall be held for a period of six calendar days from the
19 date of impound, unless sooner redeemed by the owner. Animals that are ill or injured may be
20 euthanized prior to the expiration of the sixth calendar day holding period in accordance with
21 F.S. § 828.05. In instances when the owner of an impounded animal can be determined the
22 director of animal control or any animal control officer ASC shall make a reasonable attempt to
23 contact the owner before the disposition of the animal. A reasonable attempt to contact the owner
24 shall be satisfied by a telephone call to the telephone number provided by the owner on two
25 separate days and times, and should the telephone method fail, by placing a notice in a
26 conspicuous place on the owner's premises. No animals may be redeemed if the owner has not
27 satisfied all unpaid animal control citations with the Clerk of Courts.

28 Sec. 4-64. - Disposal of animals.

29 (a) Feral or unweaned animals may be euthanized immediately upon impoundment. Other
30 animals not claimed at the end of the sixth calendar day holding period or after the
31 quarantine period ~~and animals impounded pursuant to section 4-77~~ shall become the
32 property of the county.

33 (b) Before any animal may be adopted from the animal shelter, provision shall be made for
34 such animal to be neutered with the following exceptions:

35 (1) A dog or cat claimed by the owner before the end of the sixth calendar day holding
36 period or at the end of the quarantine period shall not be required to be neutered
37 before its release to the owner, except as required under section 4-67.

1 (2) ~~If the dog or cat is under the age of six months, provisions shall be made to have~~
2 ~~it neutered at the age of six months.~~

3 (3)(2) Upon the request of a licensed veterinarian, and for a valid medical reason, such
4 as the relative immaturity of a particular animal or breed at the required age of
5 sterilization or the presence of a medical problem or condition in a particular
6 animal which makes surgery at the time inadvisable, the director of animal control
7 shall extend the time limits within which the animal must be sterilized.

8 (c) No animal from the unincorporated area of the county which has been classified as
9 dangerous, or which has been involved in an unprovoked bite or attack on a person or
10 domestic animal, shall be placed for adoption from the animal shelter if the owner does
11 not redeem the animal. An animal involved in a bite or attack on a person or domestic
12 animal shall be placed for adoption into the unincorporated area of the county only with
13 prior approval of the director of animal control, to be determined on a case-by-case basis.

14 (d) The outcome of any Any animal not redeemed by its owner or adopted as a personal pet
15 shall be determined by the Tallahassee-Leon Community Animal Service Center which
16 may include humanely euthanizedeuthanization.

17 Sec. 4-65. - Fees.

18 Impoundment and board fees for animals under this division shall be as follows:

19 (1) ~~Impound fees~~ Fees for each animal shall be established by the Tallahassee-Leon
20 Community Animal Service Center ~~a resolution of the board.~~

21 (2) ~~Boarding fees, for each day the animal is impounded or partial day thereof, shall~~
22 ~~be established by a resolution of the board.~~

23
24 Sec. 4-66. - Microchip implant.

25 All animals that are reclaimed shall be implanted with a microchip. The cost of the
26 microchip may be assessed to the owner at the time the animal is redeemed.

27
28 Sec. 4-67. - Spayed or neutered on reclaim.

29 All animals that are reclaimed, upon the second offense, shall be spayed or neutered
30 ~~within 30 days of~~ upon reclaim. The costs of spaying or neutering shall be the responsibility of
31 the owner. A deposit, determined by ~~county policy~~ the Tallahassee-Leon Community Animal
32 Service Center, may be required prior to release of the animal to the owner. The deposit will be
33 refunded after receipt of proof₂ of spay or neuter in a manner and time frame determined by
34 ~~county policy~~ the Tallahassee-Leon Community Animal Service Center.

35
36 Secs. 4-68—4-75. - Reserved.

37 DIVISION 3. - RABIES CONTROL

38 Sec. 4-76. - Rabies vaccination required.

39 (a) *Frequency; exception.* Every ferret, dog and cat four months of age or older shall be
40 vaccinated against rabies with a U.S. government-approved vaccine. Each animal shall be

1 required to be vaccinated no more frequently than the effective period of the approved
2 vaccine used. Such vaccination is excused only if a licensed veterinarian certifies in
3 writing that a vaccination would be injurious to the ferret's, dog's or cat's health. In such
4 case, the ferret, dog or cat shall be confined in an enclosed building or kennel until the
5 ferret, dog or cat can be safely vaccinated.

6 (b) *Proof of vaccination; tags.* Proof of vaccination shall consist of a rabies vaccination
7 certificate signed by the licensed veterinarian administering the vaccination and a rabies
8 vaccination tag. The rabies vaccination tag shall be displayed around the ferret's, dog's or
9 cat's neck at all times. A rabies vaccination certificate and a rabies vaccination tag issued
10 for one ferret, dog or cat shall be not valid for any other ferret, dog or cat. Rabies
11 vaccinations by a licensed veterinarian outside of the county shall be recognized as
12 current rabies vaccinations in the county throughout the duration of the vaccine used.

13 (c) *Removal of tag.* It is unlawful for any person to remove the rabies vaccination tag of any
14 currently vaccinated ferret, dog or cat unless:

15 (1) The ferret, dog or cat is participating in any organized exhibition or field trial, or
16 is training for these events, or is engaged in a legal sport under competent
17 supervision; or

18 (2) A licensed veterinarian directs in writing that the rabies vaccination tag be
19 removed for reasons of the ferret's, dog's or cat's health. In such event, the ferret,
20 dog or cat shall be confined until the veterinarian permits the tag again to be
21 placed on the ferret, dog or cat; or

22 (3) The animal is securely confined.

23 (d) *Display of proof.* It is unlawful for the owner of a ferret, dog or cat to refuse to show
24 proof of current vaccination of such ferret, dog or cat by the end of the next business day
25 if such information is requested by the director of animal control, any animal control
26 officer or the Department of Health or its designee ~~Department of Health—Leon County~~
27 ~~Public Health Unit.~~

28 (e) *Rabies information to go to county.* Any veterinarian administering a rabies vaccination
29 to a ferret, dog or cat within the county shall furnish the information contained therein to
30 the division of animal control or to the Department of Health or its designee ~~Department~~
31 ~~of Health—Leon County Public Health Unit~~ upon request.

32 Sec. 4-77. - Animal bites.

33 (a) Bite exposure and nonbite exposure shall be defined according to Chapter 64D-3,
34 ("Control of Communicable Diseases & Conditions which May Significantly Affect
35 Public Health"), F.A.C.

36 (b) When any animal bites or wounds a human or when a human or domestic or captive wild
37 animal is bitten by or exposed to rabies by a suspected or known rabid animal, the owner
38 shall comply fully with Chapter 64D-3, ("Control of Communicable Diseases &
39 Conditions which May Significantly Affect Public Health"), F.A.C.

40 (c) It shall be the duty of any person having knowledge that an animal has bitten or otherwise
41 exposed a person or domestic or captive wild animal to rabies, to report the incident

1 immediately to the division of animal control or to the Department of Health or its
2 designee Department of Health—Leon County Public Health Unit for examination, or for
3 supervised quarantine of the animal at the expense of the owner.

4 (d) Any ferret, cat or dog which has bitten or exposed a human to rabies shall be quarantined
5 for a period of not less than ten days from the date of exposure.

6 (e) The procedures for the investigation of animal bites inflicted by animals other than
7 ferrets, dogs and cats shall be followed in accordance with the provisions set forth in
8 Chapter 64D-3, F.A.C.

9 (f) The location and conditions of examination or quarantine of animals which have bitten or
10 otherwise exposed a person to rabies shall be established by the Department of Health or
11 its designee—county health officer, (Chapter 64D-3, F.A.C.).

12 (g) It shall be unlawful for any person to hide, conceal, or refuse to surrender any animal for
13 examination or quarantine upon lawful demand to do so by the Department of Health or
14 its designee division of animal control or the Department of Health—Leon County Public
15 Health Unit.

16 (h) Any person having knowledge that a domestic animal has been bitten by or otherwise
17 exposed to rabies by a wild animal of a species commonly recognized to be a carrier of
18 rabies, such as, but not limited to, raccoons, foxes, skunks, bats, and bobcats, shall
19 immediately report such bite or exposure to the Department of Health or its designee
20 division of animal control or to the Department of Health—Leon County Public Health
21 Unit for the investigation of such bite or exposure.

22 Sec. 4-78. - Potential rabies carriers.

23 No person shall keep, own, possess, or harbor any potential rabies carriers as defined in
24 this article as a personal pet within the county. Owners of potential rabies carriers obtained prior
25 to June 1, 1988 shall be allowed to keep, own, possess, or harbor the animal, provided that they
26 are properly permitted through state or federal agencies, and further provided that the animal was
27 not obtained from the wild. Adequate living quarters and confinement must be provided for the
28 animal which ~~are~~is consistent with the species' normal requirements for size, shelter, exercise
29 area, heat, ventilation, light, and safety. All areas for the animal must be maintained in a sanitary
30 manner. Owners of animals which were obtained prior to June 1, 1988 shall not replace a wild
31 animal with another prohibited potential rabies carrier if the animal owned prior to June 1, 1988
32 becomes lost, is stolen, is given away, or dies. The prohibition on the ownership of potential
33 rabies carriers shall not apply to property licensed or permitted museums, wildlife rehabilitators,
34 zoological parks, or research facilities. It shall be the responsibility of the owner of any potential
35 rabies carrier animal to provide proof of the acquisition date and the animal's source if requested
36 to do so by the division of animal control.

37 Secs. 4-79—4-90. - Reserved.

38 DIVISION 4. - DANGEROUS AND AGGRESSIVE ANIMALS

39 Sec. 4-91. - Disposition generally.

1 (a) *Aggressive classification.* Any animal classified as aggressive according to the definitions
2 in this article shall be, at the time of being so classified, confined permanently to the
3 owner's premises.

4 (b) *Dangerous classification.* Any animal classified as dangerous according to the definitions
5 in this article shall be, at the time of being so classified, either confined permanently to
6 the owner's premises, or humanely destroyed.

7 ~~Sec. 4-92. – Exceptions and exemptions. to classification.~~

8 (a) No animal shall be classified as dangerous or aggressive because of injuries it has
9 inflicted upon another domestic animal which at the time was teasing, tormenting,
10 abusing, or assaulting the animal.

11 (b) No animal shall be classified as dangerous if the threat, injury, or damage was sustained
12 by a person who, at the time, was unlawfully on the property or, while lawfully on the
13 property, was tormenting, abusing, or assaulting the dog or its owner or family member.
14 No animal may be declared dangerous if the animal was protecting or defending a human
15 being within the immediate vicinity of the animal from an unjustified attack or assault.

16 ~~(c) Hunting dogs are exempt from this section when engaged in any legal hunt or training~~
17 ~~procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials,~~
18 ~~conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt~~
19 ~~from this section when engaged in any legal procedures. However, such dogs at all other~~
20 ~~times in all other respects are subject to this and local laws. Dogs that have been~~
21 ~~classified as dangerous may not be used for hunting purposes.~~

22 ~~(d) Any dog that is owned, or the service of which is employed, by a law enforcement~~
23 ~~agency, is exempt from this section.~~

24 ~~(e) Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites~~
25 ~~another animal or a human is exempt from any quarantine requirement following such~~
26 ~~bite if the dog has a current rabies vaccination that was administered by a licensed~~
27 ~~veterinarian.~~

28 Sec. 4-93. - Petition for classification—Generally.

29 (a) The division of animal control or any adult person may request under oath that an animal
30 be classified as dangerous or aggressive as defined in this article by submitting a "petition
31 for classification of a dangerous or aggressive animal," hereinafter called the "petition,"
32 to the division of animal control.

33 (b) The matter may be referred to mediation at the request of the complainant and with the
34 consent of the owner of the animal subject to classification. Pending petitions for
35 classification will be placed in abeyance until the resolution of the mediation process.
36 Mediation must be held no later than 30 days after receipt of the referral to mediation.
37 Subsequent to receipt of a referral to mediation, the county will initiate an investigation
38 into the matter. Such investigation shall be completed prior to the start of mediation. The
39 parties to the mediation shall be the complainant, the owner of the allegedly dangerous or
40 aggressive animal, and the county. The county shall be responsible for enforcing any
41 agreement reached during mediation. Classification proceedings may be initiated by the

1 county or the complainant upon failure to reach agreement or in the event of a violation
2 of the terms of an agreement.

3 (c) Upon receipt of a petition, the director of animal control shall notify the owner of the
4 animal that a petition has been filed with the ~~division~~ Division of Animal Control, and
5 that an investigation in the allegations as set forth in the petition will be conducted. No
6 animal that is the subject of a dangerous or aggressive animal investigation may be re-
7 located or ownership transferred pending the outcome of an investigation or any hearings
8 related to the determination of a dangerous or aggressive animal classification. In the
9 event that an animal is to be humanely destroyed, the animal shall not be re-located or
10 ownership transferred prior to euthanasia.

11 (d) Any animal that is the subject of a dangerous or aggressive animal investigation must be
12 humanely and safely confined by the owner in a securely fenced or enclosed area
13 approved by county animal control pending the outcome of the investigation. If the owner
14 is unable to comply with this requirement, the animal that is the subject of a dangerous or
15 aggressive animal investigation shall be impounded at the owner's expense pending the
16 outcome of the investigation and resolution of any hearings related to the dangerous or
17 aggressive animal classification.

18 (e) Any animal that continues to violate the county ordinance while under a dangerous or
19 aggressive animal investigation may be impounded pending the animal control director's
20 initial determination at the owner's expense.

21 (f) Initial determination of classification. Upon completion of the investigation, the director
22 of animal control or his/her designee shall make an initial determination as to whether
23 there is sufficient cause to classify an animal as dangerous or aggressive and, if sufficient
24 cause is found, as to the appropriate penalty. The ~~shall afford the owner~~ shall be afforded
25 an opportunity for a hearing prior to making a final determination regarding the
26 classification or penalty.

27 (1) The animal control director shall provide written notification of the sufficient
28 cause finding and proposed penalty to the owner, by registered mail, certified
29 hand delivery, or service in conformance with the provisions of F.S. ch. 48,
30 relating to service of process.

31 (2) The animal initially determined to be dangerous or aggressive ~~shall~~ may be
32 impounded by the county at the owner's expense, pending the disposition of the
33 hearing and/or compliance with harboring a dangerous or aggressive animal.

34 (g) Owner's right to contest the initial determination of classification, the penalty, or both.
35 and final determination by the animal classification committee. Upon receiving written
36 notification of the animal control director's initial determination of classification and
37 proposed penalty, the owner may contest the initial determination, the penalty, or both by
38 filing a written request to the ~~animal control division~~ Division of Animal Control for a
39 hearing within seven (7) calendar days ~~from the date of~~ after receipt of the notification of
40 the initial determination finding and proposed penalty. Otherwise, the animal control
41 director's initial determination and proposed penalty shall become final. Such hearing
42 shall be convened by the Leon County Animal Classification Committee. The Leon
43 County Animal Classification Committee shall consist of a licensed veterinarian, the

1 Leon County Sheriff or his/her designee, and an informed citizen appointed by the Leon
2 County Board of County Commissioners.

3 (1) If the owner timely requests a hearing, requested, the final determination hearing
4 shall be held as soon as possible, but not more later than 21 calendar days and not
5 sooner than five (5) days after receipt of the request from the owner.

6 (2) If the animal classification committee finds sufficient cause to classify the animal
7 dangerous or aggressive the classification committee shall determine the
8 classification and disposition of the animal based upon the guidelines adopted by
9 the board.

10 (3) In hearings before the ~~animal classification committee~~ Leon County Animal
11 Classification Committee, formal rules of evidence shall not apply, but
12 fundamental due process shall be observed and govern the proceedings. The
13 classification committee shall decide the issues based upon the preponderance of
14 the evidence, and its decision shall be final.

15 (4) Where a disposition of permanent confinement has been determined by the ~~animal~~
16 ~~classification committee~~ Leon County Animal Classification Committee, the
17 committee shall reserve jurisdiction to alter the disposition should the classified
18 animal, subsequent to the determination by the committee, bite, wound, attack or
19 kill or assist in biting, wounding, attacking, or killing a person or domestic
20 animal. Thereafter, the director of animal control shall notify the animal's owner
21 and the petitioner in writing by registered mail or certified hand delivery of the
22 findings of the investigation, the proposed disposition of the animal and the
23 review process.

24 (5) If the ~~animal classification committee~~ Leon County Animal Classification
25 Committee finds that animal is not dangerous or aggressive as defined in this
26 chapter, the animal shall be released to the custody of the owner or keeper. In
27 such case, the county shall reimburse the owner or keeper for costs of
28 impoundment or of otherwise harboring the animal. The amount reimbursed shall
29 be limited to the lesser of the cost of boarding at the ~~county's animal control~~
30 ~~facility~~ Tallahassee-Leon Community Animal Service Center ("ASC") or the
31 actual cost incurred at a private facility or at the owner's residence, and shall be
32 calculated from the date that the initial determination was rendered by the animal
33 control director until the date that the classification committee decision is
34 rendered.

35 (6) If a dog that has not been declared dangerous attacks and causes the death of a
36 human, the dog shall be immediately confiscated by an animal control authority,
37 placed in quarantine, if necessary, for the proper length of time or held for 10
38 business days after the owner is given written notification under this section, and
39 thereafter destroyed in an expeditious and humane manner. This 10-day time
40 period shall allow the owner to request a hearing. If the owner files a written
41 appeal under this section or Sec. 4-94, the dog must be held and may not be
42 destroyed while the appeal is pending. The owner is responsible for payment of
43 all boarding costs and other fees as may be required to humanely and safely keep
44 the animal during any appeal procedure.

- 1 (h) Request for continuance. If the owner, or petitioner cannot appear at any hearing
2 scheduled by the animal classification committee, he or she shall contact the division of
3 animal control no later than 48 hours prior to the hearing, requesting a continuance to the
4 next available date.
- 5 (i) Waiver. If the owner, keeper or petitioner fails to appear at the rescheduled classification
6 hearing, the owner, keeper or petitioner of such animal shall be deemed to have waived
7 his or her right to appear at such hearing. In such case, the ~~division of animal control~~
8 Division of Animal Control shall proceed with the hearing and shall notify the owner,
9 keeper or petitioner in writing of the findings of the committee.
- 10 Sec. 4-94. - Owner's right to ~~contest~~ appeal final determination, ~~in the county court.~~
- 11 ~~(a) Upon a dangerous dog classification and penalty becoming final after a hearing, the~~
12 ~~animal control director shall provide a written final order to the owner by registered mail,~~
13 ~~certified hand delivery or service. If the owner or keeper of an animal classified as~~
14 ~~dangerous or aggressive disputes the final disposition order of the animal classification~~
15 ~~committee, he or she may file a complaint seeking relief in the county court, within ten~~
16 ~~business days following the date of receipt of the animal classification committee's final~~
17 ~~disposition.~~
- 18 ~~(b) The owner may appeal the classification, penalty, or both, to the circuit court in~~
19 ~~accordance with the Florida Rules of Appellate Procedure after receipt of the final order.~~
- 20 ~~(c) If the dog is not held by the animal control authority, the owner must confine the dog in a~~
21 ~~securely fenced or enclosed area according to Sec. 4-100 of this Chapter pending~~
22 ~~resolution of the appeal.~~
- 23 ~~(b)(d)~~ (d) The complaint shall be served upon the Chairman of the Leon County Board of County
24 Commissioners in accordance with F.S. ch. 48. A copy of the complaint seeking relief
25 shall be served upon the county attorney's office.
- 26 ~~(e) The complaint shall comply with the standards and requirements set forth in the Florida~~
27 ~~Rules of Civil Procedures for bringing causes of actions.~~
- 28 ~~(d) Burden of persuasion. A complaint to contest the final disposition order of the animal~~
29 ~~classification committee shall be held by trial de novo in the county court. The party~~
30 ~~bringing the complaint shall have the initial burden of going forward with the evidence at~~
31 ~~trial.~~
- 32 (e) If the owner or keeper of the animal is unable to or fails to or refuses to confine the
33 animal in a securely enclosed area, complying with section 4-100, until the conclusion of
34 the judicial proceeding, the animal classified as dangerous or aggressive shall be
35 impounded by the ~~division of animal control~~ Division of Animal Control at the owner's
36 expense pending the disposition of the hearing in accordance with the rules and
37 regulations established by the board.
- 38 (f) If no legal action has been served upon the county in accordance with the Florida Rules
39 of Appellate Procedure ~~within the time period specified above~~, or if the owner or keeper
40 fails to appear at the judicial proceeding scheduled pursuant to the foregoing subpart, the
41 owner or keeper of such animal shall be deemed to have waived his or her right to protest
42 such classification or order to permanently confine or to destroy the animal. In such case,

1 the ~~division of animal control~~ Division of Animal Control shall proceed with the
2 disposition of the animal.

3 (g) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a
4 human being, based upon the nature and circumstances of the injury and the likelihood of
5 a future threat to the public safety, health, and welfare, the dog may be destroyed in an
6 expeditious and humane manner.

7 (g)(h) If the county circuit court finds that the animal is not dangerous or aggressive as defined
8 in this chapter, the animal shall be released to the custody of the owner or keeper. In such
9 case, the county shall be liable for costs of impoundment of the animal from the date of
10 service of the owner or keeper's legal action of the county until the date of the county
11 circuit court's finding denying the classification. The amount reimbursed shall be limited
12 to the lesser of the cost of boarding at the county's animal control facility or the actual
13 cost incurred at a private facility or at the owner's residence, and shall be calculated from
14 the date that the initial determination was rendered by the animal control director until the
15 date that the classification committee decision is rendered.

16
17 Sec. 4-95. - Citation.

18 (a) An animal control officer shall issue a citation to any owner or keeper of a dangerous or
19 aggressive animal found in violation of any of the provisions of this article. In addition to
20 the issuance of a citation, an animal control officer may impound the animal when it is
21 found in violation of any of the provisions of this article.

22 (b) A person who violates any provision of this section commits a noncriminal infraction,
23 punishable by a fine not to exceed \$500.

24
25 Sec. 4-96. - Impoundment; permit and tag required for dangerous or aggressive animals.

26 (a) An animal control officer shall impound any animal which, subsequent to its
27 classification as a dangerous or aggressive animal, bites, wounds, attacks, causes severe
28 injury or kills, or assists in biting, wounding, attacking, causing severe injury, or killing,
29 any person or domestic animal. Such animal shall remain impounded pending a rehearing
30 on the determination of the disposition of the animal by the classification committee
31 pursuant to section 4-93. If the owner elects to contest the committee's disposition to the
32 ~~county circuit court~~ under section 4-94, section 4-94(e) will not apply. The impoundment
33 and care of the animal shall be at the owner's expense.

34 (b) The owner or keeper of an animal classified as dangerous or aggressive animal shall,
35 within 14 days after issuance of the final order classifying the animal as dangerous or the
36 conclusion of any appeal that affirms such final order of the classification of the animal
37 as dangerous or aggressive, upon a court's upholding of the classification or upon the
38 acquisition of such an animal, obtain a permit from the division of animal control to
39 harbor the animal. No permit shall be issued until sections 4-100, 4-101, 4-102, 4-103,
40 and subsection (g) below have been completed. The fee for the permit shall be \$100.00.

41 (c) At the time the permit is issued, a red circular tag shall be issued to the owner or keeper
42 of the dangerous or aggressive animal. Such tag shall be worn at all times by the animal
43 to clearly and easily identify it as a dangerous or aggressive animal.

- 1 (d) The permit for maintaining a dangerous or aggressive animal shall be presented to any
2 animal control officer or to any law enforcement officer upon demand.
- 3 (e) The permit shall be valid for a period of one year from the date of classification.
- 4 (f) An animal that is the subject of a dangerous dog investigation because of severe injury to
5 a human being may be immediately confiscated by an animal control officer, placed in
6 quarantine, if necessary, for the proper length of time, or impounded and held. The
7 animal may be held pending the outcome of the investigation and any hearings or appeals
8 related to the dangerous dog classification or any penalty imposed pursuant to sections 4-
9 93 and 4-94. If the dog is to be destroyed, the dog may not be destroyed while an appeal
10 is pending. The owner is responsible for payment of all boarding costs and other fees as
11 may be required to humanely and safely keep the animal pending any hearing or appeal.
12 ~~An animal control officer shall may impound any animal that has not been declared~~
13 ~~dangerous or aggressive under this section that aggressively attacks and causes severe~~
14 ~~injury to or death of any human. Such animal shall remain impounded pending a hearing~~
15 ~~on the determination and of the disposition of the animal by the classification committee~~
16 ~~pursuant to sections 4-93 and 4-94. The impoundment and care of the animal shall be at~~
17 ~~the owner's expense.~~
- 18 (g) The owner or keeper of a dangerous animal shall present to the county proof that he or
19 she has procured liability insurance or surety bond in the amount of not less than
20 \$100,000.00, covering any damage or injury which may be caused by such dangerous
21 animal. Such insurance policy shall contain a provision requiring that the county be
22 notified immediately by the agent issuing the policy in the event that the insurance policy
23 is canceled, terminated or expires. Liability insurance or surety bond shall be obtained
24 prior to the issuing of a permit to keep such dangerous animal. The owner or keeper shall
25 sign a statement attesting that he or she shall maintain and not voluntarily cancel the
26 liability insurance policy during the 12-month period for which a permit is sought, unless
27 he or she ceases to own or keep the dangerous animal prior to the expiration date of the
28 permit period.

29 Sec. 4-97. - Notification of change of status.

- 30 (a) The owner or keeper of a dangerous or aggressive animal shall notify the ~~division of~~
31 ~~animal control~~ Division of Animal Control immediately if the animal escapes from its
32 enclosure or restraint and is at large, or if it bites or attacks a person or domestic animal,
33 or if it dies. If the animal dies, satisfactory proof of such death must be provided to the
34 ~~division of animal control~~ Division of Animal Control within 24 hours. Satisfactory proof
35 shall be either verification from an animal shelter or veterinary hospital that the animal
36 was euthanized, or verification from an animal control officer that he or she has seen the
37 dead body of the animal.
- 38 (b) If the owner or keeper of a dangerous or aggressive animal intends to change his or her
39 address, or sell, give away, or trade any dangerous or aggressive animal, he or she shall
40 notify the division of animal control prior to such change of address, sale, transfer, or
41 trade. The owner or keeper shall provide the ~~division of animal control~~ Division of
42 Animal Control with the new name, address, and phone number of the person receiving
43 the animal, as well as the location at which the animal will be maintained. Further, it shall

1 be the responsibility of the owner to notify the person receiving the dangerous or
2 aggressive animal in writing of the classification of the animal as dangerous or
3 aggressive.

4 (c) Any person receiving an animal classified as dangerous or aggressive must obtain the
5 required permit, tag, and enclosure prior to the acquisition of the animal. Any person
6 obtaining or re-locating an animal classified as dangerous or aggressive shall comply
7 fully with the provisions of this article pertaining to the maintenance, fee, control, and
8 ownership of a dangerous or aggressive animal.

9 Sec. 4-98. - Neutering.

10 Any animal classified as dangerous or aggressive shall not be used for breeding. Animals
11 classified as dangerous or aggressive shall be neutered by a licensed veterinarian within 14 days
12 of final classification unless:

- 13 (1) A licensed veterinarian certifies in writing that the animal is incapable of
14 reproduction; or
- 15 (2) A licensed veterinarian certifies in writing that neutering the animal would be
16 injurious to the animal's health, provided, however, that if the health condition of
17 the animal is of a temporary nature, then the animal shall be neutered immediately
18 after the health condition has been corrected.

19 Sec. 4-99. - Permanent identification.

20 (a) Any animal classified as dangerous or aggressive shall have a permanent identification by
21 either a tattoo or ~~electronic implant~~ microchip.

22 (b) Tattoo. Any animal classified as dangerous or aggressive that is tattooed, the tattoo shall
23 be administered by a licensed veterinarian or by a trained tattooist at the expense of the
24 owner or keeper of such animal. The tattoo shall be placed on the inside rear thigh with a
25 number corresponding to the number of the permit issued to the owner or keeper at the
26 time of the animal's classification as dangerous or aggressive. The tattoo shall be placed
27 on the animal within 14 days of final classification.

28 (c) Microchip. Any animal classified as dangerous or aggressive shall have a microchip
29 implanted by, or under the supervision of, a licensed veterinarian at the expense of the
30 owner or keeper of such animal. The microchip shall be implanted in the animal within
31 14 days of final classification. Microchips implanted in animals designated as dangerous
32 shall be properly registered with a company or organization recognized by animal control
33 as a legitimate pet data tracking service. Registration shall be at the owner's expense.

34 Sec. 4-100. - Enclosure required.

35 (a) All dangerous or aggressive animals that are not humanely destroyed shall be confined in
36 an enclosure. As used in this section, "enclosure" shall mean either the residence or other
37 building owned or leased by the animal's owner, or any other secure enclosure which the
38 division of animal control has approved as suitable for restraining the animal, for
39 preventing it from escaping and/or entry of young children. The dangerous or aggressive

1 animal shall not be permitted to come into contact with animals other than those which
2 reside on the owner's premises. Dangerous animals shall not come into contact with
3 persons other than the owner(s) except as provided in section 4-102.

4 (b) Outdoors enclosure. All dangerous or aggressive animals shall be securely confined in an
5 enclosed and locked pen or kennel, except when leashed and muzzled as provided in
6 section 4-102. Such pen, kennel or structure shall be at least 10' × 10' in size, must have a
7 solid foundation, sides attached to the foundation and a secure top attached to the sides to
8 prevent the dog from escaping over, under or through the structure. All structures used to
9 confine dangerous or aggressive animals must be locked with a key or combination lock
10 when such animal is within the structure. Such structure must not be positioned so that
11 neighbors and passers-by may have access to the animal and must be located no less than
12 20 feet from any adjoining property.

13 (c) Indoors enclosure. No dangerous or aggressive animal may be kept on a porch, patio or in
14 any portion of a house or structure that would allow the animal to exit such building on
15 its own volition. In addition:

16 (1) No such animal may be kept in a house or structure when screen doors or
17 windows are the only obstacles preventing the animal from exiting the structure.

18 (2) Doors behind which a dangerous or aggressive animal is confined must be strong
19 enough to contain the animal and must remain locked except to allow access and
20 egress of the owner and their agents.

21 (d) It shall be unlawful for any owner or keeper of a dangerous or aggressive animal to
22 maintain said animal upon any premises which does not have an enclosure in which to
23 confine the animal.

24 (e) The enclosure shall include suitable shelter and protection from the elements, and shall
25 provide adequate exercise room, light, ventilation, and sanitation.

26 (f) The enclosure shall be approved by the division of animal control prior to its usage for
27 confinement.

28 Sec. 4-101. - Muzzle.

29 It shall be unlawful for any owner or keeper to allow any dangerous or aggressive animal
30 to be outside of the enclosure unless it is necessary for the animal to receive veterinary care or
31 exercise. The animal shall wear a properly fitted muzzle to prevent it from biting humans or
32 other animals. Such muzzle shall not interfere with the animal's breathing.

33 However, it shall be lawful for an owner to exercise a dangerous or aggressive animal
34 within a securely fenced or enclosed area that does not have a top, without a muzzle, if the
35 animal remains within the owner's sight and only members of his or her immediate household, or
36 persons 18 years of age or older, are allowed in the enclosure when the animal is present.

37 Sec. 4-102. - Restraint.

38 Whenever the dangerous or aggressive animal is outside of the enclosure, it shall be
39 restrained by an adult capable of controlling the animal and shall be on a chain of sufficient
40 tensile strength not more than four feet in length.

1 However, it shall be lawful for an owner to exercise a dangerous or aggressive animal
2 within a securely fenced or enclosed area that does not have a top, without a leash, if the animal
3 remains within the owner's sight and only members of his or her immediate household, or
4 persons 18 years of age or older, are allowed in the enclosure when the animal is present. When
5 being transported, such animals must be safely and securely restrained within a vehicle.

6 Sec. 4-103. - Signs.

7 The owner or keeper of a dangerous or aggressive animal shall display clearly visible
8 warning signs on all entry points to the premises on which a dangerous or aggressive animal is
9 maintained warning that a dangerous or aggressive animal is being harbored on such property. In
10 addition, at least one sign shall be posted on the enclosure in which the dangerous or aggressive
11 animal is maintained. Signs must inform both children and adults of the presence of a dangerous
12 or aggressive animal on the property.

13 Sec. 4-104. - Public records exemption.

14 Pursuant to state law, the home addresses and home telephone numbers of county animal
15 control officers are confidential and exempt from the provisions of F.S. § 119.07(1) and the
16 Florida Constitution, Article I, Section 24(a).

17 Sec. 4-105. - Retroactivity.

18 All appeals of determinations of classification and/or disposition on or after October 1,
19 1993, shall be subject to sections 4-93 and 4-94.

20 **SECTION 10. Conflicts.** All ordinances or parts of ordinances in conflict with the
21 provisions of this ordinance are hereby repealed to the extent of such conflict.

22
23 **SECTION 11. Severability.** If any word, phrase, clause, section or portion of this
24 Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such
25 portion or words shall be deemed a separate and independent provision and such holding shall
26 not affect the validity of the remaining portions thereof.

27
28 **SECTION 12. Effective date.** This Ordinance shall have effect upon becoming law.

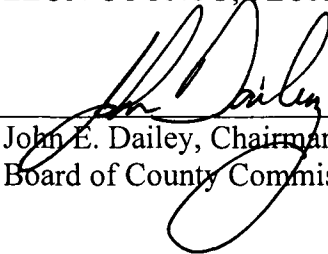
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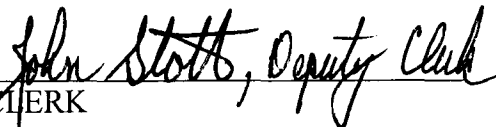
1 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
2 County, Florida this 13th day of December, 2016.



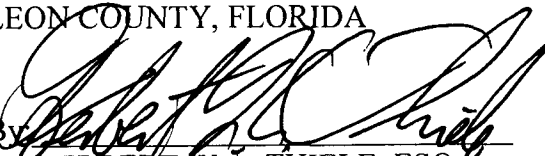
LEON COUNTY, FLORIDA

By: 
John E. Dailey, Chairman
Board of County Commissioners

10
11
12 ATTESTED BY:
13 BOB INZER, CLERK OF THE COURT
14 AND COMPTROLLER

15
16
17 By: 
18 CLERK

19
20 APPROVED AS TO FORM:
21 COUNTY ATTORNEY'S OFFICE
22 LEON COUNTY, FLORIDA

23
24
25 By: 
26 HERBERT W.A. THIELE, ESQ.
27 COUNTY ATTORNEY
28



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

PUBLIC NOTICE

FOR IMMEDIATE RELEASE: January 6, 2017

CONTACT:
Community & Media Relations
(850) 606-5300

Public Meeting to Update Animal Control Procedures

WHO: Leon County Animal Control
WHAT: Public Meeting
WHEN: Wednesday, January 11 at noon
WHERE: Public Safety Complex, 911 Easterwood Drive

Leon County Animal Control will host a public meeting for interested parties such as licensed veterinarians, persons knowledgeable in animal behavior, law enforcement officers, and citizens to provide recommendations on the procedures and guidelines used by Animal Control in the administration of Chapter 4, Article II of the Code of Laws of Leon County, Florida.

For more information, contact Cara Aldridge, Director of Leon County Animal Control, at (850) 606-5400 / AldridgeC@LeonCountyFL.gov.

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**Leon County
Board of County Commissioners**

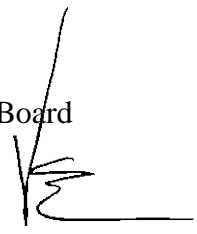
Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: License Agreement between Leon County and Little League Baseball, District 20

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation

Statement of Issue:

This item seeks Board approval to renew the License Agreement between Leon County and Little League, District 20, as the sports provider for baseball and softball programming for a period of two years with the option of three one-year renewals. The current License Agreement with Little League, District 20 expired on January 31, 2017.

Fiscal Impact:

This item has been budgeted and adequate funding is available. The County is responsible for maintenance of the fields and concession buildings, processing costs associated with background checks, utility services, and security alarm systems for parks' premises.

Staff Recommendation:

Option #1: Approve renewal of a License Agreement between Leon County and Little League Baseball, District 20 (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

In 2011, the County formalized all of its relationships with sports providers (Little League, TOPS of Florida, and Big Bend Pop Warner) through the execution of License Agreements. The contract period for Little League was August 1, 2011 through January 31, 2017.

The Agreement enumerates the responsibilities of both the County and Little League. The County is responsible for maintenance of the fields and concession buildings, processing costs associated with background checks, utility services, and security alarm systems for parks' premises. In return, Little League handles all activities associated with running the spring and fall baseball/softball programs including, but not limited to: registrations, recruitment of coaches and volunteers, the recruitment or hiring of officials, governance of the program, and scheduling of all practices and games.

Analysis:

Little League has successfully been the County's baseball provider since the inception of active recreation in the County with thousands of children having participated in the program. The organization's primary focus is to teach the mechanics of the sport and provide all interested the opportunity to play regardless of skill level or financial ability.

Consistently, the organization has been responsive to County requests and was a cooperative partner as the County chose to expand its offerings to include more competitive opportunities at the Fred George Greenway and Park baseball diamond through a separate agreement with Babe Ruth baseball.

The initial Agreement between Leon County and Little League, which expired in January 31, 2017, was for a five-year period. The renewal would extend the Agreement another two years with the option for an additional three one-year renewals. The recent renewal of the Pop Warner License Agreement utilized this same approach. This provides the opportunity, and encourages County staff and Little League leadership, to evaluate the success of the program on a more frequent term and address trends and concerns as they arise.

Options:

1. Approve renewal of a License Agreement between Leon County and Little League Baseball, District 20 (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve renewal of a License Agreement between Leon County and Little League Baseball, District 20.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. License Agreement

**LICENSE AGREEMENT
ATHLETIC FIELDS
(County Wide)**

THIS LICENSE AGREEMENT (the or this "License Agreement") is made as of this ___ day of _____, 2017, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and Little League District 20, a Florida corporation, (the "Sport Provider").

WITNESSETH

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to provide opportunities for County residents to participate in recreation activities, and that providing the opportunity for such activities represents a valid public purpose; and,

WHEREAS, the Sport Provider is a corporation whose purpose is to manage and operate the youth baseball and softball programs, through an affiliation with Little League International, providing sports education for the youth of Leon County; and,

WHEREAS, the Sport Provider is desirous to use the County's Parks for the purpose of providing youth sports for the citizens of Leon County; and,

WHEREAS, the County and the Sport Provider are desirous of setting forth in this License Agreement their understandings and agreements regarding the use of the said Parks for managing youth sports.

NOW, THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County hereby licenses to the Sport Provider and the Sport Provider hereby licenses from the County certain premises located at the Parks for the term and upon all conditions and agreements set forth herein.

- 1 PARK PREMISES. The list of Parks to which this license applies is attached as Attachment #1, which is incorporated herein.
- 2 TERM. The term of license of the Park Premises shall be for a period of two (2) years commencing on March 1, 2017 and continuing through its termination on February 28, 2019 (the "Initial Term"). The License may be extended on a year-by-year basis after the expiration of the Initial Term for three, one-year renewals, thereafter, upon mutual written agreement by both parties, unless and until one party, no later than fifteen (15) calendar days prior to the expiration date of either the Initial Term or an additional term, notifies the other party in writing of their intent to terminate. The License contract period shall not to exceed February 28, 2022.
- 2.1 EFFECTIVE DATE. Notwithstanding that the Term may commence after the date of execution of this License Agreement, this License Agreement shall be fully effective,

and in full force and effect and valid and binding against the parties upon being duly executed by all parties hereto.

- 2.2 COUNTY'S RIGHT TO TERMINATE. The Sport Provider acknowledges and agrees that, if the County determines that the Sport Provider's use of the Park Premises interferes in any way with the County's current or future use of the Park, the County shall be entitled to terminate this License Agreement; provided, however, that such termination shall be effective no sooner than thirty (30) days after the Sport Provider's receipt of the County's written notification of such termination. No such notice shall be required if the Sport Provider is in material breach of this License. The loss of any privileges granted by this License Agreement resulting from termination by the County shall not be compensable to the Sport Provider.
- 3 LICENSE FEE. In consideration of the Sport Provider managing and operating the Park Premises, in accordance with the terms of this License Agreement, in a manner that provides Leon County residents the opportunity to participate in youth sports as a worthwhile recreation activity, the Sport Provider shall be entitled to the use of the Park Premises for a nominal annual rental rate in the amount of TEN and 00/100 DOLLARS (\$10.00) per year to be paid annually no later than March 15.
- 3.1 UTILITIES AND SERVICES. The County shall, at no additional cost to the Sport Provider, continue to provide those utilities and services to the Park Premises that are provided to the Park Premises as of the effective date of this License Agreement.
4. RESPONSIBILITIES OF THE COUNTY
- 4.1 MAINTENANCE OF THE FIELDS – The County shall be responsible for all ground maintenance to the athletic fields. The County shall be the sole judge as to whether the conditions of the field are playable. The County shall provide all supplies the Sport Provider needs to perform its daily maintenance on the fields. The County retains the right to make modifications and repairs to grounds and any facilities located therein and to close the facility such as the County deems necessary during terms of this Agreement. The County will provide a list of fields that are not available for use by the Sport Provider at the beginning of the season so that the Sport Provider does not schedule use on these fields.
- 4.2 BACKGROUND CHECKS - The County is responsible for processing background checks on all volunteers in the manner that the County deems appropriate. The Sport Provider agrees that no coaches, volunteers, or umpires shall be permitted without such background checks and approval by the County. (See Section 5.2)
- 4.3 GENERAL MAINTENANCE – The County is responsible for cleaning of buildings on the sites and the removal of trash collected on the sites on a daily schedule.
- 4.4 CONCESSIONS – The County shall provide a clean concession area along with keys for the concession to the Sport Provider at the beginning of the season.
- 4.5 OTHER USES – The County reserves the right to use, allow to be used by individuals or groups, certain areas inside or immediately adjacent to its complex which shall include, but not be limited to the following: athletic fields, restrooms, concession,

parking lots, and/or other areas within the complex for purposes that will be determined by the County.

- 4.6 REAL PROPERTY – All buildings and structures constructed or placed on the complex are and shall remain the property of Leon County. The County will be responsible for all general repairs and upkeep of the facilities located within the complex. This License Agreement shall not be construed as conveying any interest in real property, including to the Park premises.
- 4.7 SECURITY – The County shall pay the monthly maintenance costs for the security alarm system at the Concession and repair costs to the alarm system.

5. RESPONSIBILITIES OF THE SPORT PROVIDER.

- 5.1 MAINTENANCE OF THE FIELDS – During the baseball season, for baseball related usage, the Sport Provider is responsible for the lining of the in-fields and dragging the in-fields between games. During other sports seasons, the County is responsible for the lining of the fields. Maintenance of baseball fields during the fall will be secondary to maintenance of the facilities utilized for the primary fall sports being offered and/or supported by the County (i.e. tackle football and cross country facilities).
- 5.2 BACKGROUND CHECKS – It is the responsibility of the Sport Provider to provide a County background check form to each of its coaches, volunteers, or hired workers. All completed forms are then to be timely returned to the County for processing. No individual shall be permitted to volunteer or work until the background check has been processed by the County and the individual has been deemed eligible to participate by the County.
- 5.3 COUNTY INVENTORY – The Sport Provider shall have the use of such existing personal property owned by the County as may now be located at the park. The Sports Provider agrees to exercise general supervision and responsibility for the proper use and care of all other personal property located at the complex, which is specifically for the use and convenience of all public users of County facilities.
- 5.4 OPERATING TIMES - The Park premises hours during the week are 6:00 AM to 10:00 PM. On Friday and Saturday the operating hours are 6:00 AM to 11:00 PM. The Sport Provider is responsible to make sure that all activities are over and everyone has left the area on time.
- 5.5 CONCESSION BUILDING – The Sport Provider has the right to utilize concession facilities during its given season. If utilized, it is the Sport Provider's responsibility to clean the concession everyday of use and to deposit all trash in the dumpster at the park. All items that can be deposited in the recycle dumpster shall be broken down and put into the correct section. All outside equipment is to be stored in the concession building at the end of each day. At the end of the season the Sport Provider is responsible to clean the concession, remove all products from the building, and turn over all keys to the County within fifteen (15) days after the season. In addition the Sport Provider may negotiate profit-sharing agreements with a vendor to set up outside of the concession building. Such agreements require final approval by the County. If the Sport Provider does not elect to

operate the concessions in the park, the County has the authority to negotiate a contract with another vendor or service organizations to operate the concessions during this time period. The County reserves the right to restrict items for sale on the premises.

- 5.6 PERSONAL PROPERTY – The Sport Provider shall be responsible for all personal property of the Sport Provider that is brought or stored on the premises. The County shall not be responsible for the loss, theft, or destruction of any personal property of the Sport Provider or any third party.
- 5.7 GENERAL MAINTENANCE – The Sport Provider and its volunteers are responsible for litter control during and at the close of the team event(s).
- 5.8 VOLUNTEERS – It is the responsibility of the Sport Provider to provide volunteers to coach, officiate, work the concession, and any other jobs that require manpower during their season. All such volunteers are required to have County background checks (See 5.2).
- 5.9 AUXILIARY FACILITIES – Any auxiliary facility approved by the County and constructed by the Sport Provider (such as, but not limited to, batting cages, pitching areas, and soft toss) must comply with County standards, and are the responsibility of the Sport Provider to maintain in a safe and quality condition. County standards include: Netting secured and without holes; interior ground kept free of debris; and routinely mowed and edged by the Sport Provider. At the end of the season, all soft nets shall be removed and stored by the Sport Provider.
- 5.10 FLYERS – The Sport Provider will provide a registration flyer to the County which shall obtain approval for distribution in county schools by the appropriate staff at Leon County Schools. All printing costs of the flyers are the responsibility of the Sport Provider.
- 5.11 SCHEDULING – The County reserves the right to require parks to operate on the same registration and season schedules. It is the responsibility of the Sport Provider to provide the County a schedule of all practices, games, and tournaments prior to the start of the season. All tournament schedules shall be given to the County at least two (2) weeks prior to the date of the tournaments. Along with the schedule, any special requests requiring set-up/preparation should be submitted to the County at least two (2) weeks prior to the date of the tournament.
- 5.12 REMODELING – The Sport Provider agrees not to perform any remodeling or install any permanent fixtures or additions on the facility nor otherwise improve any buildings, grounds, or other property owned by the County without its approval.
- 5.13 ADVERTISING DISPLAYS – The Sport Provider shall not post advertising displays unless prior written approval is obtained from the County. All advertising must be made out of cloth or vinyl materials and have openings to allow wind to go through the sign. All advertising will be removed within fifteen (15) days after the end of the season. Only sponsorship advertising shall be considered by the County.
- 5.14 PARTICIPATION FEES – The Sport Provider agrees, in a manner approved by the County, to collect participation fees and to keep records of such transactions. The Sport Provider shall provide scholarships and discounts to those families of low income. All collection of fees is subject to County audit.

- 5.15 CONDUCT - The Sport Provider shall operate under the provisions of this Agreement in such a manner that conforms with all statutes of the State of Florida and the rules and regulations and ordinances of Leon County. The Sport Provider shall give reasonable assistance in seeing that public use of the complex and adjacent grounds conforms to the rules and regulations and ordinance of Leon County and statutes of the State of Florida. Further, the Sport Provider agrees to enforce all rules and regulations adopted by the County covering the conduct of the public in the use of County property. Further, the Sport Provider agrees to adopt and adhere to recommendations of programs designed to teach and enforce sportsmanship, to the satisfaction of the County.
- 6 COUNTY RIGHTS. The County agrees to grant and does hereby grant by this license, to the Sport Provider, the exclusive right, privilege, and obligation to manage the youth baseball program for the period of this Agreement. These operations shall be managed in a manner to provide for the attraction, convenience, and recreation of the public to the satisfaction of the County. The parties shall meet at least once each calendar year during the term of this Agreement in order to review the provisions of this section.
- 7 AMENDMENTS. None of the covenants, provisions, terms, or conditions of this Agreement to be kept or performed by the County or the Sport Provider shall be in any manner amended, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the County and the Sport Provider.
- 8 RULES AND REGULATIONS. The Sport Provider shall observe any and all ordinances, policies, rules, and regulations (Leon County Code Chapter 13) regarding the use of the Park which are currently in place or which may be hereinafter created or amended, from time to time, by the County.
- 9 ASSIGNMENT. The Sport Provider agrees to neither transfer nor assign this Agreement or to sublet the privileges or premises without the prior written consent of the County.
- 10 NON-DISCRIMINATION. The Sport Provider will not on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, or gender identity or expression discriminate or permit discrimination against any person or groups of persons in the use or occupancy of the premises.
- 11 INDEPENDENT CONTRACTOR. It is mutually understood and agreed that the Sport Provider is associated with the County only for the purposes and to the extent specified in this Agreement, and in respect to performance of the licensed services pursuant to this Agreement, Sport Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the county whatsoever with respect to the indebtedness, liabilities, and obligations of Sport Provider or any other party. Neither the Sport Provider nor its volunteer, or representatives shall be considered employees, agents, or representatives of the County.

- 12 **LIABILITY INSURANCE.** The Sport Provider shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. The Sport Provider's insurance shall include the County as an additional insured for liability under such policies.
- 13 **SPORT PROVIDER INDEMNITY.** The Sport Provider agrees to indemnify and hold harmless, in whole or in part, the County and its respective officials, officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the Sport Provider, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement. Notwithstanding the foregoing, the Sport Provider shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the Sport Provider.
- 14 **DAMAGE OR DESTRUCTION TO PARK PREMISES.** The County shall not be liable or responsible to the Sport Provider, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Park Premises, which may arise through repair or alteration of any other part of the Park, that is consistent with this License Agreement, and is not responsible for repair or restoration of the Park Premises.
- 15 **SPORT PROVIDER NEGLIGENCE.** If the Park Premises or any other portion of the Park is damaged by fire or other casualty resulting from the fault or negligence of the Sport Provider or its agents, representatives, employees, and/or Contractors and Subcontractors, the Sport Provider shall be liable to the County for the cost of repair and restoration of resultant damage to the Park.
- 16 **SEVERABILITY.** The provisions of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall remain in effect and binding upon the parties.
- 17 **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This License Agreement is the only agreement between the parties pertaining to the Lease Agreement of the Park Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this License Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 18 **CONDITION OF TERMINATION.** This Agreement may be terminated prior to expiration by either party upon thirty (30) days written notice to the other party. However, no

termination pursuant to this paragraph shall take effect during the sport season of any year this Agreement is in effect. The Sport Provider will have thirty (30) days to remove personal property from the park.

- 19 NOTICES. Any notice or document, including any payment of rent, required or permitted to be delivered by the terms of this Lease Agreement shall be delivered as follows by any of the following acceptable forms:

19.1 by hand delivery;

19.2 by certified mail, return receipt requested; or

19.3 by guaranteed overnight delivery service.

19.4 Notices to Sport Provider shall be delivered to:

Little League District 20
Attn: Gary Gentry
4770 Lakely Dr.
Tallahassee, Florida 32303

19.5 Notices to the County shall be delivered to:

Leon County Division of Parks and Recreation
Attn: Director
1907 South Monroe St.
Tallahassee, Florida 32301

With a copy delivered to:

Leon County Attorney's Office
Leon County Courthouse
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

and

County Administrator
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

- 19.6 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner.

IN WITNESS WHEREOF, the Sport Provider and the County have caused this Lease Agreement to be duly executed as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: President _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____
2017, by _____, whose title is _____ for Little League
District 20, and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature _____

Typed or printed name _____

My Commission expires _____

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[SIGNATURE PAGE TO FOLLOW]

Signed, Sealed and Delivered
in the Presence of:

LEON COUNTY, FLORIDA

Print Name: _____

By: _____
Vincent S. Long
County Administrator

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of _____ 2017,
by Vincent S. Long, whose title is County Administrator for Leon County, Florida, a charter
county and political subdivision of the State of Florida, and who is personally known to me and
who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

ATTEST:

By: _____
Bob Inzer, Clerk of the County

Approved as to form and sufficiency:

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

**LICENSE AGREEMENT
ATHLETIC FIELDS**

ATTACHMENT #1

List of Applicable Parks:

Apalachee Regional Park

7550 Apalachee Pkwy

4 Multi-purpose fields (2 currently lit; all will be lit by the end of 2015)

Restrooms and concession facility

Canopy Oaks Community Park

3250 Point View Drive

1 Multi-purpose field (lighted)

2 Little League fields (lighted)

Restroom and concession facility

Daniel B. Chaires Community Park

4768 Chaires Cross Road

2 Little League baseball fields (lighted)

1 T-ball field (not lighted)

Restroom and concession facility

Ft. Braden Community Park and field at Ft. Braden Community Center

15100 Blountstown Hwy and 16387 Blountstown Highway, respectively

2 Little League baseball fields (lighted)

1 Multi-purpose field (lighted)

Restrooms and concession facility

Fred George Greenway and Park

3043 Capital Circle NW

1 Regulation size baseball field (lighted)

1 Multipurpose field (lighted)

Restroom and concession facility

J. Lewis Hall Sr., Woodville Park and Recreation Complex

1492 J Lewis Hall Sr Ln

4 Little League baseball fields (lighted)

1 Regulation size baseball field (lighted)

1 Softball field (lighted)

1 Multi-purpose field (lighted)

Restroom and concession facility

**LICENSE AGREEMENT
ATHLETIC FIELDS
Page 2**

Miccosukee Community Park

15011 Cromartie Rd

1 Little League baseball field (lighted)

1 Little League softball field (lighted)

1 T-ball field (not lighted)

Restroom and concession facility

Stoneler Road Park

5225 Stoneler Rd.

1 Little League field (lighted)

Restroom and concession facility

Tower Road Park

5971 Tower Rd.

1 Multi-purpose field (lighted)

Restroom and concession facility

**Leon County
Board of County Commissioners**

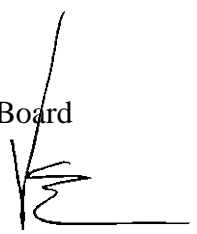
Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Washington Square Development Status Report and License Agreement for use of the County's Right-of-Way

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

Statement of Issue:

This agenda item seeks Board acceptance of a status report on the Washington Square development being proposed at 227 South Calhoun Street specifically related to the maintenance of traffic (MOT) and seeks Board authorization for the County Administrator to execute a License Agreement for use of the County's right of way in support of this project, in a form to be approved by the County Attorney.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Accept the Status Report on the proposed Washington Square development.
- Option #2: Authorize the County Administrator to execute a License Agreement for use of the County's right-of-way in support of this project in a form to be approved by the County Attorney.

Report and Discussion

Background:

Washington Square is located on 1.33 acres at the northeast corner of South Calhoun Street and East Jefferson Street directly behind the County Courthouse (Attachment #1). The site has frontage on S. Calhoun, E. Jefferson and S. Gadsden Streets. The project is to construct a 19-story, 575,840 square foot mixed-use building at a reported estimated cost of \$100 million. Uses include a 260 room hotel, 33 residential condominiums, 57,561 square feet of office space and four restaurants. The development is being reviewed by the City of Tallahassee Development Review Committee (DRC) and received conditional approval at the January 16, 2017, DRC meeting. The City of Tallahassee will be the responsible entity for permitting the entire project. The proposed License Agreement recommended in this item will further Washington Square's efforts in obtaining an environmental permit from the City in order to commence construction on this project.

The site is zoned Central Core (CC) and is located within the Multi-Modal Transportation District (MMTD), Downtown Overlay. The MMTD Code covers all areas within the MMTD, including downtown. The code seeks to improve the urban fabric of downtown through an increased emphasis on urban design and the public realm, thereby creating a pedestrian-friendly and transit-supportive district. The standards will accomplish the following:

- improve urban design,
- increase bicycle and pedestrian mobility,
- improve pedestrian comfort with more street trees,
- promote in-town amenities and destinations,
- ease restrictions to urban infill, and
- support the efforts of StarMetro.

Although this development is within the City limits, Leon County is the maintenance authority of South Calhoun and South Gadsden Streets. The developer and their agents have met with staff to discuss MOT, lane closures, and request on-street parking eliminations within the County's right-of-way (ROW), both during and after construction.

Analysis:

Since the proposed downtown project is constrained by existing roads and buildings, the developer and their representatives have approached both County and City staff to discuss their needs to utilize both City (Jefferson Street) and County (Calhoun & Gadsden Streets) ROWs for Washington Square construction. The proposed MOT plan indicates that two through lanes can be maintained throughout construction with on-street parking stall closures, sidewalk closures, and the shifting of the lanes on Calhoun and Gadsden Streets (Attachment #2). Construction is anticipated to commence by Summer 2017 and will take approximately 30 months. The following are the developer's ROW requests of Leon County during construction:

- Calhoun Street:
 - Shifting the southbound lanes between College Avenue and Jefferson Street to the west with a 10-foot lane width for each lane (County maintained road).
 - Closing the sidewalk on the east side of the street between College Avenue and Jefferson Street (within County ROW).
 - Eliminating five parking stalls on the east side of Calhoun Street between College Avenue and Jefferson Street and blocking off the ROW between the vehicular travel lane and ROW line for construction (within County ROW).
 - Relocating the pedestrian crosswalk from the north side of Jefferson Street to the south side of Jefferson Street (within County ROW).
- Gadsden Street:
 - Shifting the northbound lanes between College Avenue and Jefferson Street to the east then west with the lane shift transitioning starting on the south side of Jefferson Street (County maintained road).
 - Closing the sidewalk on the west side of the street between College Avenue and Jefferson Street (within County ROW).
 - Eliminating 10 parking stalls on the east side of Gadsden Street between College Avenue and Jefferson Street for vehicular lane shift (within County ROW).

Jefferson Street between Calhoun and Gadsden Streets, which is maintained by the City, will be reduced to one lane with a 12-foot width during construction blocking off the ROW and sidewalk on the north side of the street. Jefferson Street is proposed as a one-way street (eastbound only) during construction and would return to a two-lane street once completed. However, the eastbound left turn lane toward Gadsden Street will no longer exist. (City maintained road).

Once completed, the project calls for three of the 10 on-street parking spaces on Gadsden Street to be permanently removed in order to provide for safe ingress and egress of delivery trucks in and out of Washington Square (Attachment #3). In addition, the five spaces on Calhoun Street would be permanently eliminated to help facilitate the implementation of the MMTD which requires 10 foot sidewalks with landscape to improve pedestrian mobility and comfort (Attachment #4). Staff collected the Occupancy Rates at these parking stalls from the City and attached the data for Board reference (Attachment #5).

In light of the significant duration for construction requiring the County's ROW, the County Attorney's Office suggests entering in to a ROW License Agreement with Washington Square based on the submitted legal descriptions and sketches (Attachment #6). As previously mentioned, this development received a conditional approval by the City's DRC on January 16, 2017. A ROW License Agreement will assist Washington Square in obtaining an environmental permit from the City in order to commence construction. Staff seeks Board authorization for the

County Administrator to execute the ROW License Agreement in a form approved by the County Attorney.

Options:

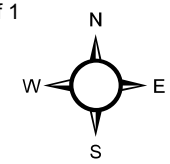
1. Accept the status report on the proposed Washington Square development.
2. Authorize the County Administrator to execute a License Agreement for use of the County's right-of-way in support of this project in a form to be approved by the County Attorney.
3. Do not accept the status report on the proposed Washington Square development.
4. Board direction.

Recommendation:

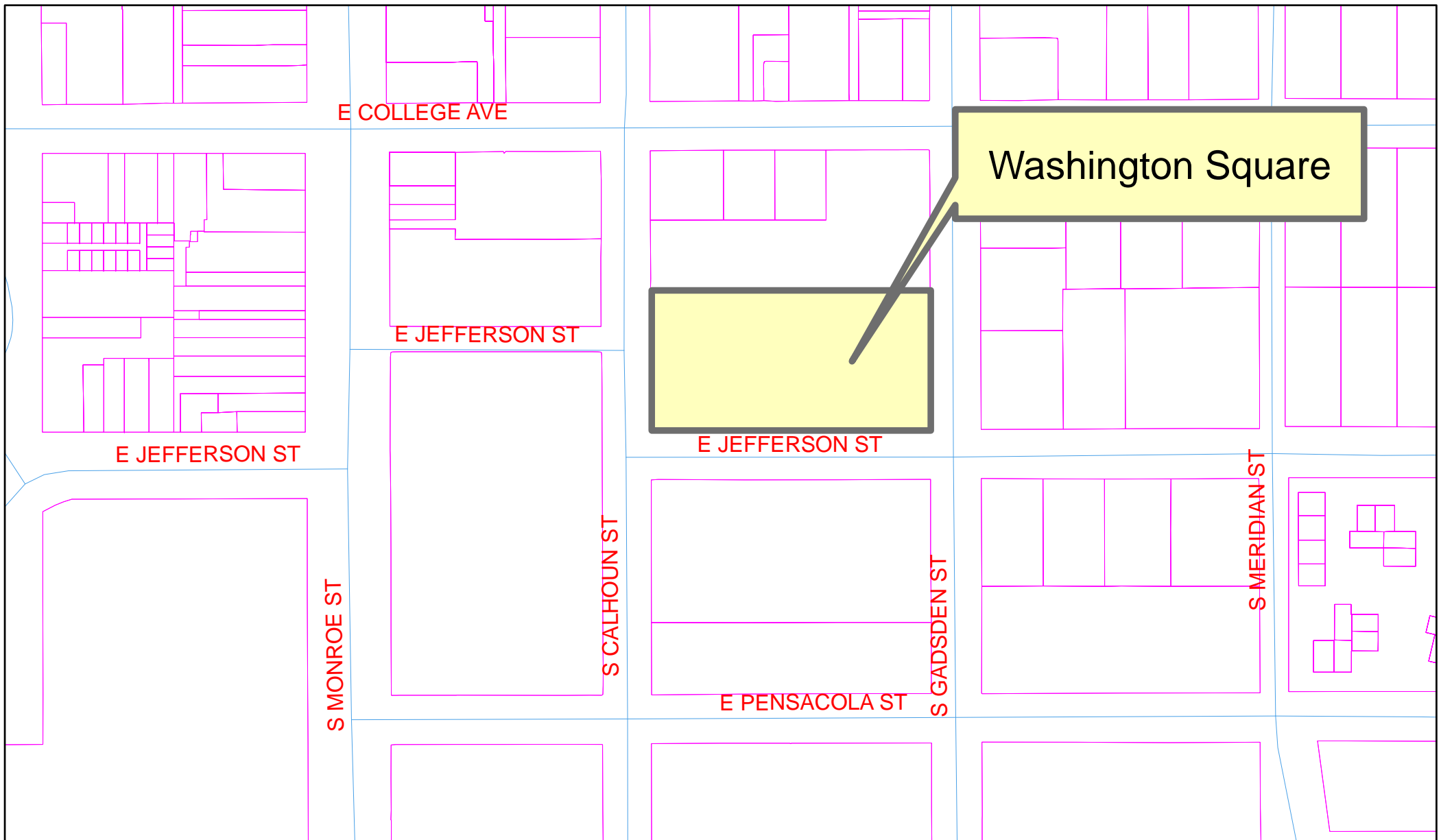
Options #1 & #2.

Attachments:

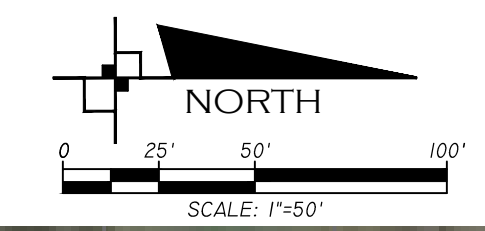
1. Location Map
2. MOT Plan
3. Parking Space Removal Plan
4. Proposed Improvements within the County ROWs
5. On-Street Parking Occupancy Rates
6. Proposed Licensed Area Descriptions and Sketches



Washington Square Location Map



Washington Square



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NO.	BY	REVISIONS	DATE

PROJECT NO.: 325.001.00
DRAWING FILE: C:\Google Drive\PROJECTS\325.DWG\MOT BASE REV2.DWG

CLIENT FAIRMONT DEVELOPMENT, LLC
PROJECT WASHINGTON SQUARE
SHEET MOT PLAN

PLAN RELEASE STATUS

PROGRESS PRINT
 PERMIT RELEASE
 BID RELEASE
 CONSTRUCTION RELEASE

RELEASE DATE: 8 Nov 16

INITIAL	DATE

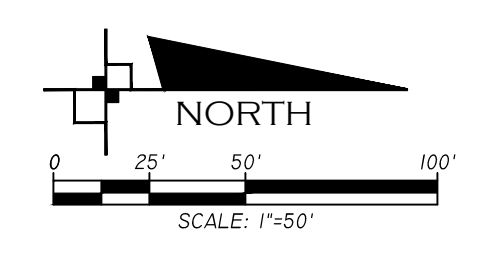
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CHECKED BY
SCALE: AS SHOWN

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 8 Nov 16

SHEET
MOT1

- LEGEND**
- Type III Barricade
 - Lane Identification and Direction of Traffic
 - 50\"/>

PHOTO PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. INOVIA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.



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PLAN RELEASE STATUS

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- CONSTRUCTION RELEASE

RELEASE DATE: 8 Nov 16

INITIAL	DATE

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SCALE: AS SHOWN

- LEGEND**
- 0000 A000
 - Type III Barricade
 - Lane Identification and Direction of Traffic
 - 0000 S000
 - 00000000 D0000

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 8 Nov 16

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CLIENT FAIRMONT DEVELOPMENT, LLC
PROJECT WASHINGTON SQUARE
SHEET MOT PLAN

PLAN RELEASE STATUS

- PROGRESS PRINT
- PERMIT RELEASE
- BID RELEASE
- CONSTRUCTION RELEASE

RELEASE DATE: 8 Nov 16

INITIAL	DATE

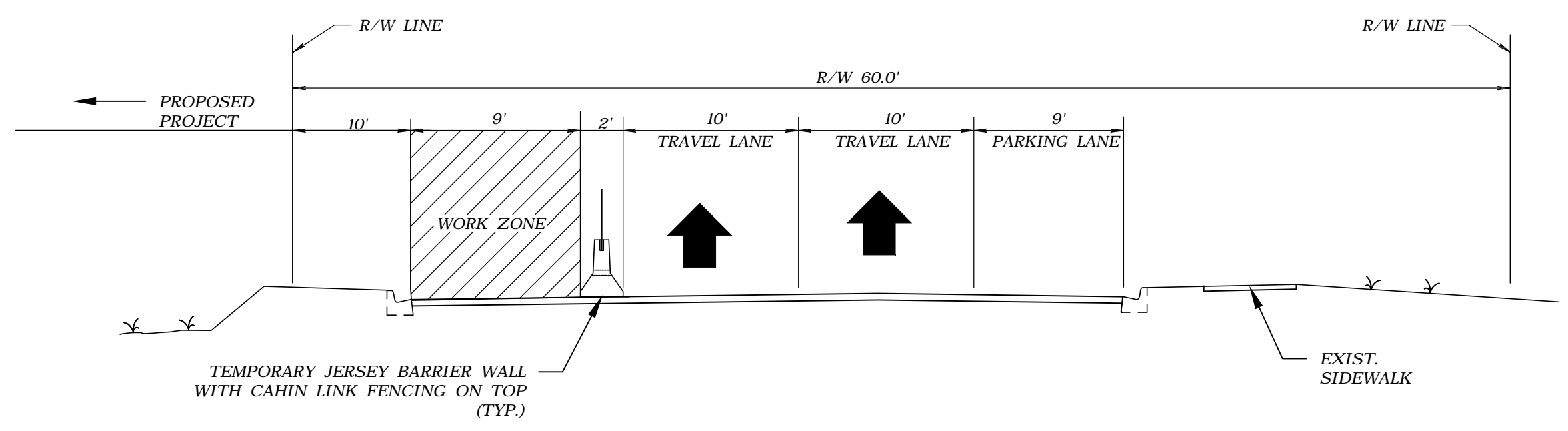
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CHECKED BY:
SCALE: AS SHOWN

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 8 Nov 16

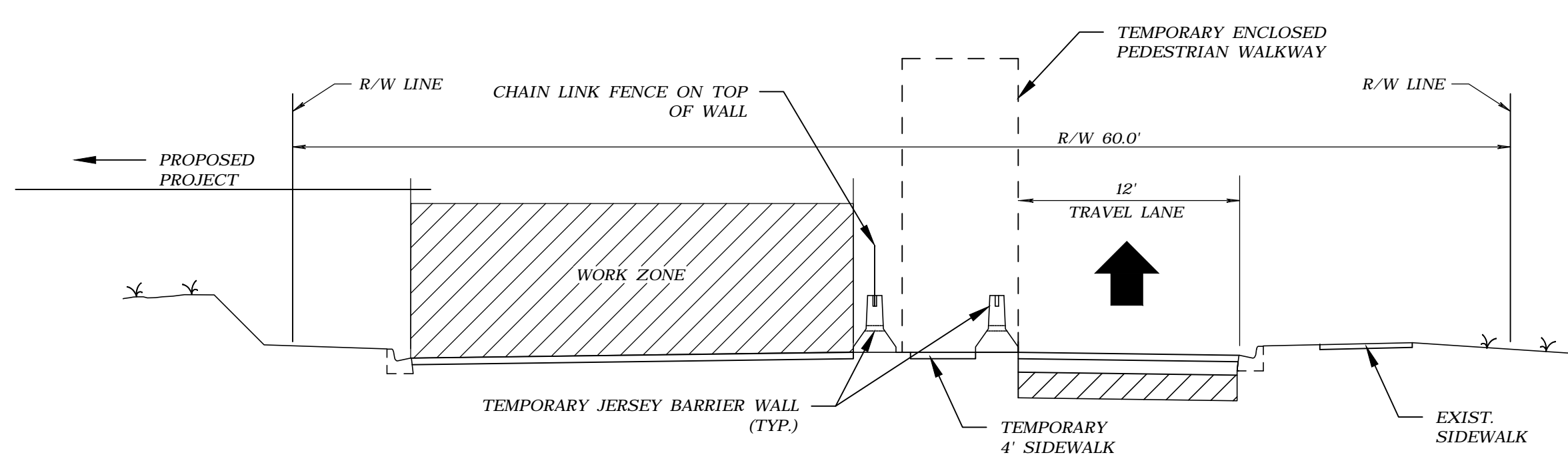
SHEET
MOT

TRAFFIC CONTROL PHASING PLAN

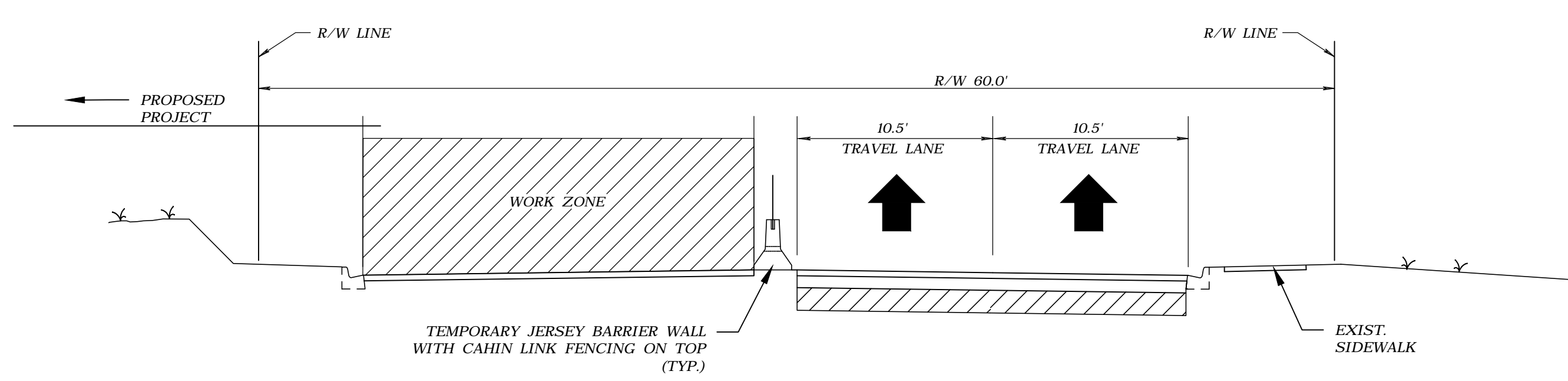
NOTES
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



TYPICAL SECTION CALHOUN ST.
TRAFFIC CONTROL PHASE



TYPICAL SECTION EAST JEFFERSON ST.
TRAFFIC CONTROL PHASE



TYPICAL SECTION GADSDEN ST.
TRAFFIC CONTROL PHASE

TRAFFIC CONTROL NOTES

- THE PURPOSE OF THESE DRAWINGS ARE TO PROVIDE GUIDANCE TO THE CONTRACTOR IN DEVELOPING A TRAFFIC CONTROL PLAN THAT ASSURES THE SAFETY OF MOTORISTS/PEDESTRIANS CONSTRUCTION WORKS AND IS SPECIFIC TO THE MEANS AND METHODS OF CONSTRUCTION TO BE EMPLOYED AND THE SCHEDULE FOR PERFORMING THE WORK. THE CONTRACTOR SHALL PREPARE HIS OWN TRAFFIC CONTROL PLAN AND OBTAIN A MAINTENANCE OF TRAFFIC PERMIT FROM CITY OF TALLAHASSEE PUBLIC WORKS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
- TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE FLORIDA D.O.T. ROAD AND TRAFFIC DESIGN STANDARD INDE (SERIES 600) THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA.
- ALL CONSTRUCTION OPERATIONS SHALL BE SCHEDULED TO BEGIN NO EARLIER THAN 7:30 AM AND TO END NO LATER THAN 7:00 PM MONDAY THROUGH FRIDAY AND TO BEGIN NO EARLIER THAN 8:00 AM AND TO END NO LATER THAN 6:00 PM ON SATURDAY. NO CONSTRUCTION OPERATIONS ARE TO BE SCHEDULED ON SUNDAYS. NO CONSTRUCTION OPERATIONS ARE TO BE SCHEDULED ON SATURDAY IF CONSTRUCTION WOULD CAUSE A DISTURBANCE TO WATER, GAS OR ELECTRIC SERVICES. THE CITY RESERVES THE RIGHT TO LIMIT THE CONTRACTORS WORK AND/OR LANE CLOSURE HOURS AT ANY TIME DURING THE PROJECT DURATION FROM THOSE HOURS IDENTIFIED WITHIN THESE DOCUMENTS. THE CONTRACTOR AGREES TO MAKE NO CLAIM FOR ADDITIONAL COMPENSATION AS A RESULT OF THIS DECISION BY THE CITY. HOWEVER, THE CONTRACTOR MAY BE ENTITLED TO AN EXTENSION OF TIME FOR SUCH ACTS BY THE CITY ONLY FOR THE NUMBER OF DAYS WHICH THE CITY DETERMINES TO BE DUE TO SUCH ACTS.
- LANE CLOSURES, ROAD CLOSURES AND WORK RESTRICTIONS
- LANE CLOSURES ARE PERMITTED WITHIN DAYLIGHT HOURS EXCEPT FOR HOURS 7 A.M. TO 9 A.M. AND 5 P.M. TO 7 P.M. NO WORK THAT REQUIRES A LANE CLOSURE SHALL BE PERFORMED ON HOLIDAYS OR HOLIDAY WEEKENDS. ONLY ONE ROAD CLOSURE IS ALLOWED AT A TIME.
- NOTIFICATION OF PROPOSED LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS BEFORE CLOSURE OR DETOUR BY SUBMITTING THE REQUIRED LANE CLOSURE FORM TO THE CITY OF TALLAHASSEE.
- AT THE DISCRETION OF THE CITY OF TALLAHASSEE IF A LANE CLOSING CAUSES EXTENDED CONGESTION THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANES UNTIL SUCH TIME AS TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL AND COSTS FOR DELAY OR ADDITIONAL MAINTENANCE OF TRAFFIC DUE TO THIS SHALL BE INCIDENTAL AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.
- PROVISIONS FOR TRAFFIC DISRUPTIONS THAT ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO CITY OF TALLAHASSEE FOR APPROVAL 72 HOURS BEFORE THE START OF ANY WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS AND OTHER REQUIRED DATA.
- THE TRAFFIC AND TRAVEL SIGNS SHALL NOT BE ALTERED TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
- THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS THE CONTRACTOR SHALL RESTORE THE SIGNS OR PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION. EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS WHICH HAVE TO BE REMOVED MAY BE REMOVED BY ANY METHOD THAT PRODUCES THE SAME RESULT IN THE SAME MANNER AS HOT PROBLASTING.
- MARKINGS
- TEMPORARY RPMs SHALL BE INSTALLED ON LANE CENTER AND EDGE LINES THROUGHOUT THE WORK ZONE WHERE VEHICLE PATHS ARE ALTERED AND WHERE LANES ARE ALTERED FROM THEIR ORIGINAL WIDTHS.
- PORTABLE CHANGEABLE (VARIABLE MESSAGE SIGNS)
- CHANGEABLE MESSAGE SIGNS SHALL BE USED DURING HOURS OF CONSTRUCTION AND SHALL DISPLAY THE MESSAGE DETERMINED IN THE PRE-CONSTRUCTION MEETING.



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NO.	BY	REVISIONS	DATE

PROJECT NO.: 325.001.00
DRAWING FILE: C:\Google Drive\Projects\325 DWG\MOT Base REV2.DWG

CLIENT: FAIRMONT DEVELOPMENT, LLC
PROJECT: WASHINGTON SQUARE
SHEET: MOT PLAN

PLAN RELEASE STATUS

- PROGRESS PRINT
- PERMIT RELEASE
- BID RELEASE
- CONSTRUCTION RELEASE

RELEASE DATE: 8 Nov 16

INITIAL	DATE

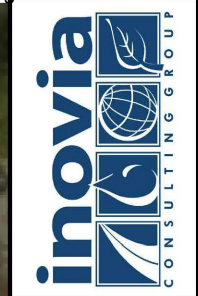
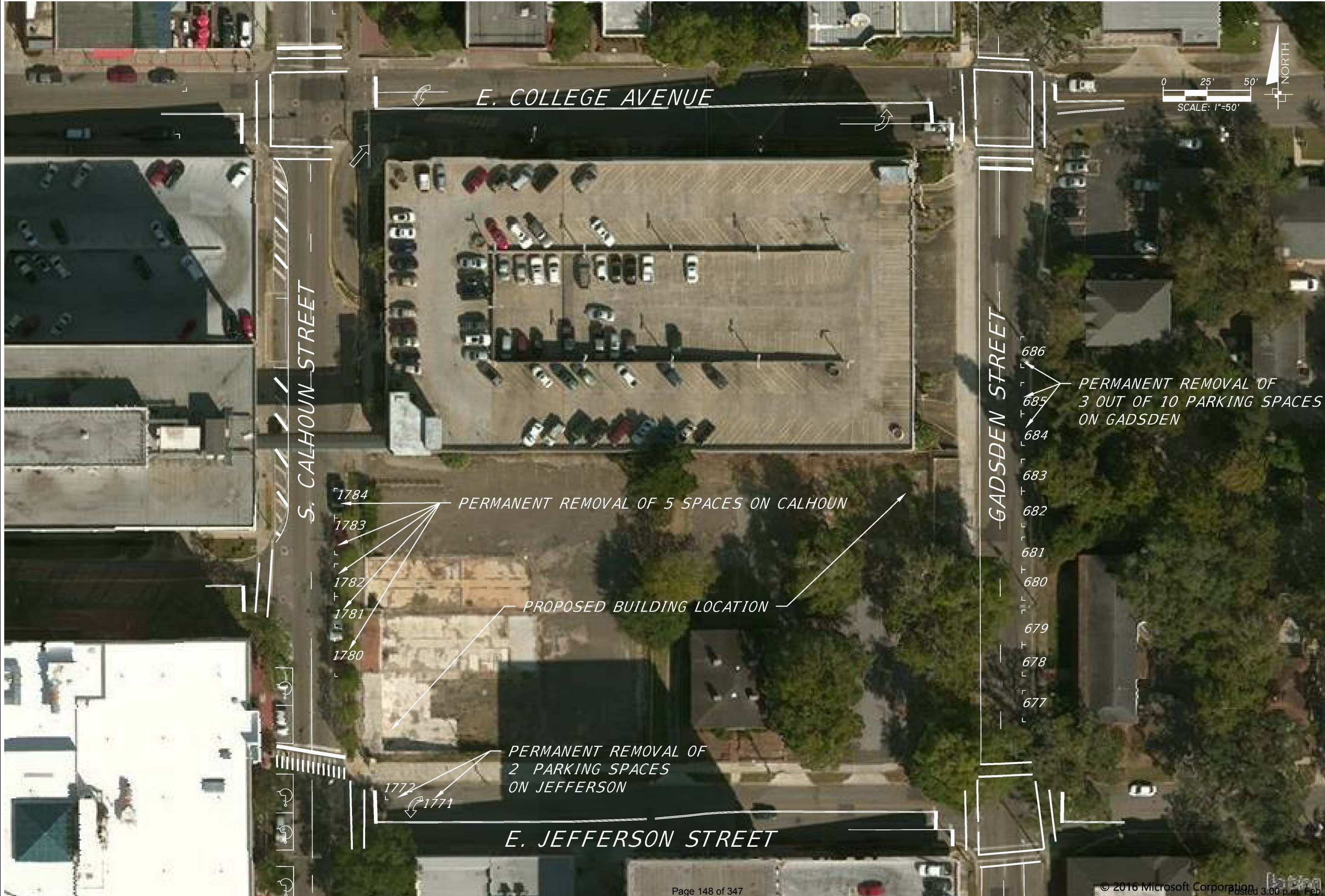
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CHECKED BY:

SCALE: AS SHOWN

JAMES F. WADDELL, P.E.
PE NO. 46019
DATE: 8 Nov 16

SHEET
MOT



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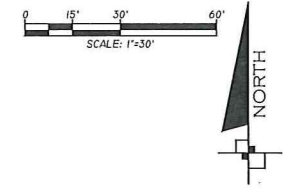
CLIENT	FAIRMONT TALLAHASSEE, LLC.
PROJECT	WASHINGTON SQUARE
SHEET	PARKING REMOVAL EXHIBIT

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PERMIT RELEASE	<input type="checkbox"/>
BID RELEASE	<input type="checkbox"/>
CONSTRUCTION RELEASE	<input type="checkbox"/>

RELEASE DATE:	21 Nov 16
DRAWN BY:	MMM
CHECKED BY:	JFW
SCALE:	AS SHOWN

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 21 Nov 16

SHEET
1



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PROJECT NO.: 325.001.00
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CLIENT	FAIRMONT TALLAHASSEE, LLC.
PROJECT	WASHINGTON SQUARE
SHEET	DIMENSIONAL SITE PLAN

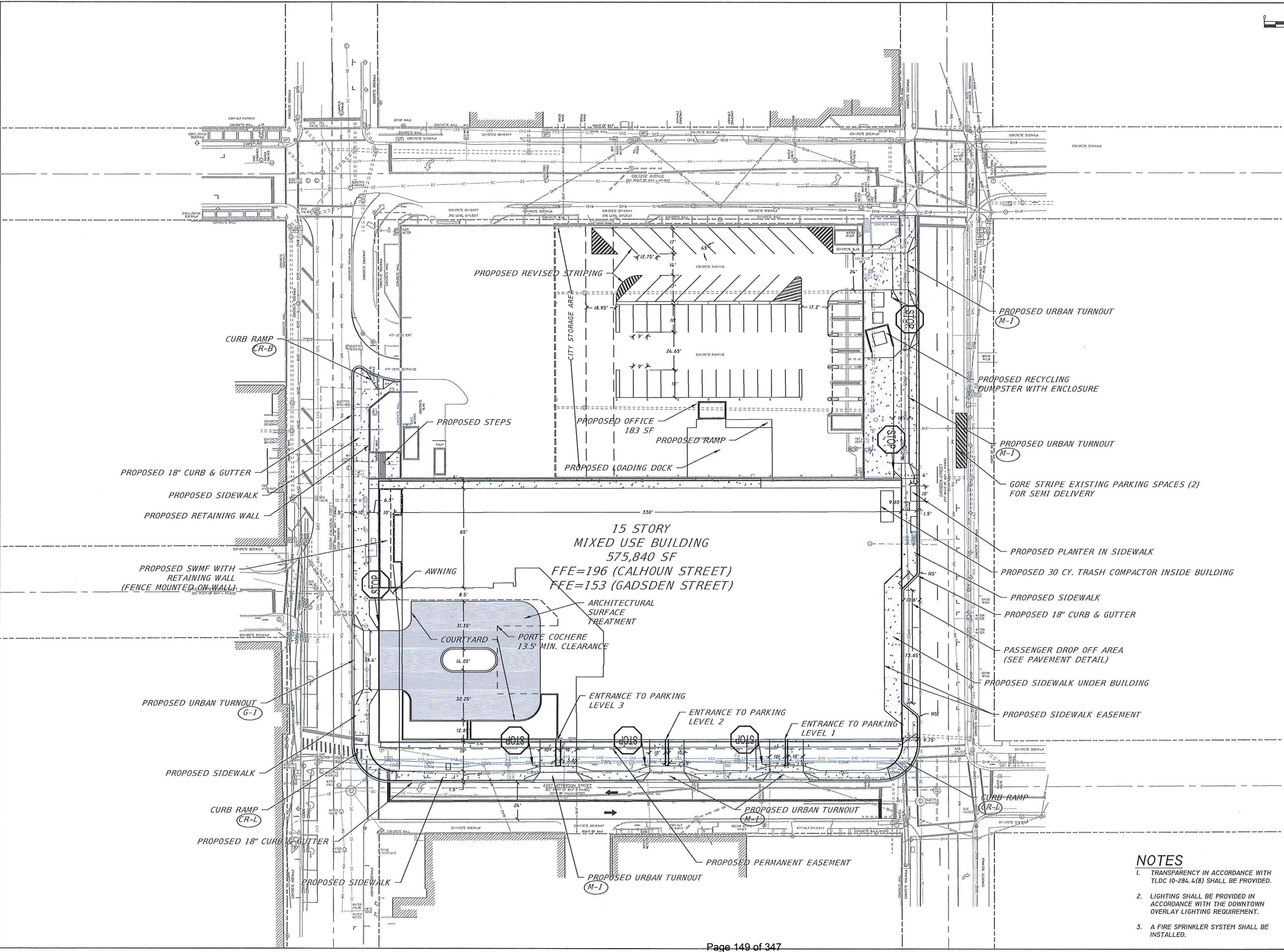
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<input type="checkbox"/>	BID RELEASE
<input type="checkbox"/>	CONSTRUCTION RELEASE
RELEASE DATE: 23 Dec 16	
DRAWN BY	MMM
CHECKED BY	JFW
SCALE: AS SHOWN	

NOTES

- TRANSPARENCY IN ACCORDANCE WITH TLDC 10-284.4(8) SHALL BE PROVIDED.
- LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH THE DOWNTOWN OVERLAY LIGHTING REQUIREMENT.
- A FIRE SPRINKLER SYSTEM SHALL BE INSTALLED.

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 23 Dec 16

SHEET
C4



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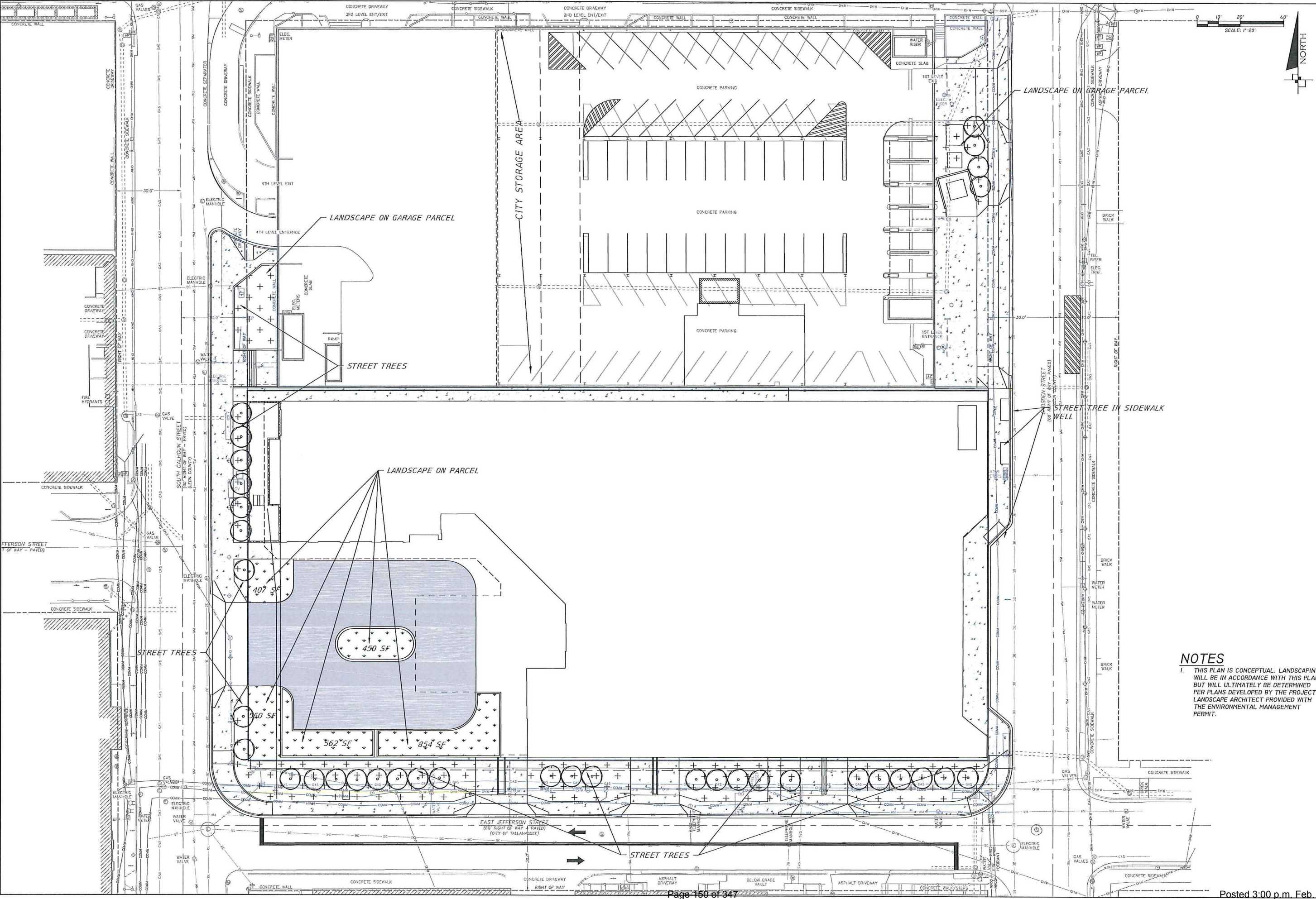
NO.	BY	REVISIONS	DATE

CLIENT: FAIRMONT TALLAHASSEE, LLC.
PROJECT: WASHINGTON SQUARE
SHEET: GENERAL LANDSCAPE EXHIBIT

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<input type="checkbox"/>	CONSTRUCTION RELEASE
RELEASE DATE: 23 Dec 16	
DRAWN BY	MMM
CHECKED BY	JFW
SCALE: AS SHOWN	

JAMES F. WADDELL, P.E.
PE NO.: 46019
DATE: 23 Dec 16

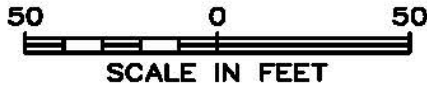
SHEET C8



NOTES
1. THIS PLAN IS CONCEPTUAL. LANDSCAPING WILL BE IN ACCORDANCE WITH THIS PLAN BUT WILL ULTIMATELY BE DETERMINED PER PLANS DEVELOPED BY THE PROJECT LANDSCAPE ARCHITECT PROVIDED WITH THE ENVIRONMENTAL MANAGEMENT PERMIT.

On-Street Parking Meter Rates

Pole	Occupancy
677 - Gadsden Street	53%
678- Gadsden Street	32%
679- Gadsden Street	31%
680- Gadsden Street	20%
681- Gadsden Street	27%
682- Gadsden Street	19%
683- Gadsden Street	17%
684- Gadsden Street	15%
685- Gadsden Street	18%
686- Gadsden Street	21%
1771 - Jefferson Street	78%
1772 - Jefferson Street	71%
1780 - Calhoun Street	99%
1781 - Calhoun Street	100%
1782 - Calhoun Street	85%
1783 - Calhoun Street	84%
1784 - Calhoun Street	89%



POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 74 OF
OFFICIAL PLAT OF CITY OF TALLAHASSEE, FL

LEGAL DESCRIPTION

LEON COUNTY LICENSED AREA NO. 1

COMMENCE AT THE NORTHWEST CORNER OF LOT 74 OF THE OFFICIAL PLAT OF THE CITY OF TALLAHASSEE, FLORIDA AND RUN ALONG THE EAST RIGHT OF WAY OF CALHOUN STREET SOUTH 00 DEGREES 12 MINUTES 12 SECONDS EAST 82.38 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN ALONG SAID EAST RIGHT OF WAY SOUTH 00 DEGREES 12 MINUTES 33 SECONDS EAST 87.99 FEET; THENCE RUN SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 206.83 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY RUN NORTH 50 DEGREES 15 MINUTES 04 SECONDS WEST 6.89 FEET; THENCE RUN NORTH 34 DEGREES 11 MINUTES 46 SECONDS WEST 18.57 FEET; THENCE RUN NORTH 21 DEGREES 13 MINUTES 55 SECONDS WEST 18.33 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 23 SECONDS WEST 186.56 FEET; THENCE RUN NORTH 00 DEGREES 08 MINUTES 28 SECONDS WEST 71.35 FEET; THENCE RUN NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST 22.66 FEET TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, MORE OR LESS.

N89°51'16"E
22.66'

S00°12'12"E 82.38'

S00°12'33"E 87.99'

N00°08'28"W 71.35'

N00°21'23"W 186.56'

S00°11'55"E 206.83'

COLLEGE AVENUE
(60' RIGHT OF WAY - PAVED)

RIGHT OF WAY

TRAFFIC EASEMENT
O.R.B. 953, P.G. 386

WORDEN
PID 2136250741265
(O.R.B. 4850, PG. 2104)

WINCHESTER
PID 2136250741251
(O.R.B. 3431, PG. 1295)

POINT OF BEGINNING

LOT 74

CITY OF TALLAHASSEE
PID 2136250731255
(O.R.B. 2390, PG. 0708)
(O.R.B. 2895, PG. 0216)

LEON COUNTY
LICENSED AREA
(0.14 ACRES ±)

**FAIRMONT
TALLAHASSEE, LLC**
PID 2136250711210
(1.33 ACRES±)
(O.R.B. 4863, PG. 196)
(O.R.B. 3639, PG. 1724)

EAST JEFFERSON STREET
(60' RIGHT OF WAY - PAVED)

SOUTH CALHOUN STREET
(60' RIGHT OF WAY - PAVED)

(O.R.B. 4863, PG. 196)
(O.R.B. 3639, PG. 1724)
(O.R.B. 1053, PG. 369)

10.0' INGRESS / EGRESS
(O.R.B. 1053, PG. 369)

LOT 71

(O.R.B. 4863, PG. 196)
(O.R.B. 3639, PG. 1724)
(O.R.B. 1020, PG. 4)

SKETCH & DESCRIPTION

OF
**LEON COUNTY
LICENSED AREA**
OF
227 SOUTH CALHOUN ST.
TALLAHASSEE, Florida
PARCEL No. 2136250731255
IN
LEON COUNTY, FL

N21°13'55"W 18.33'

N34°11'46"W 18.57'

N50°15'04"W 6.89'

CITY OF TALLAHASSEE
MAINTENANCE OF TRAFFIC EASEMENT

EAST JEFFERSON STREET
(60' RIGHT OF WAY - PAVED)

SOUTH RIGHT OF WAY

RIGHT OF REVERSION
(O.R.B. 2167, P.G. 1691)

SHEET 1 of 1

THIS IS NOT A BOUNDARY SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



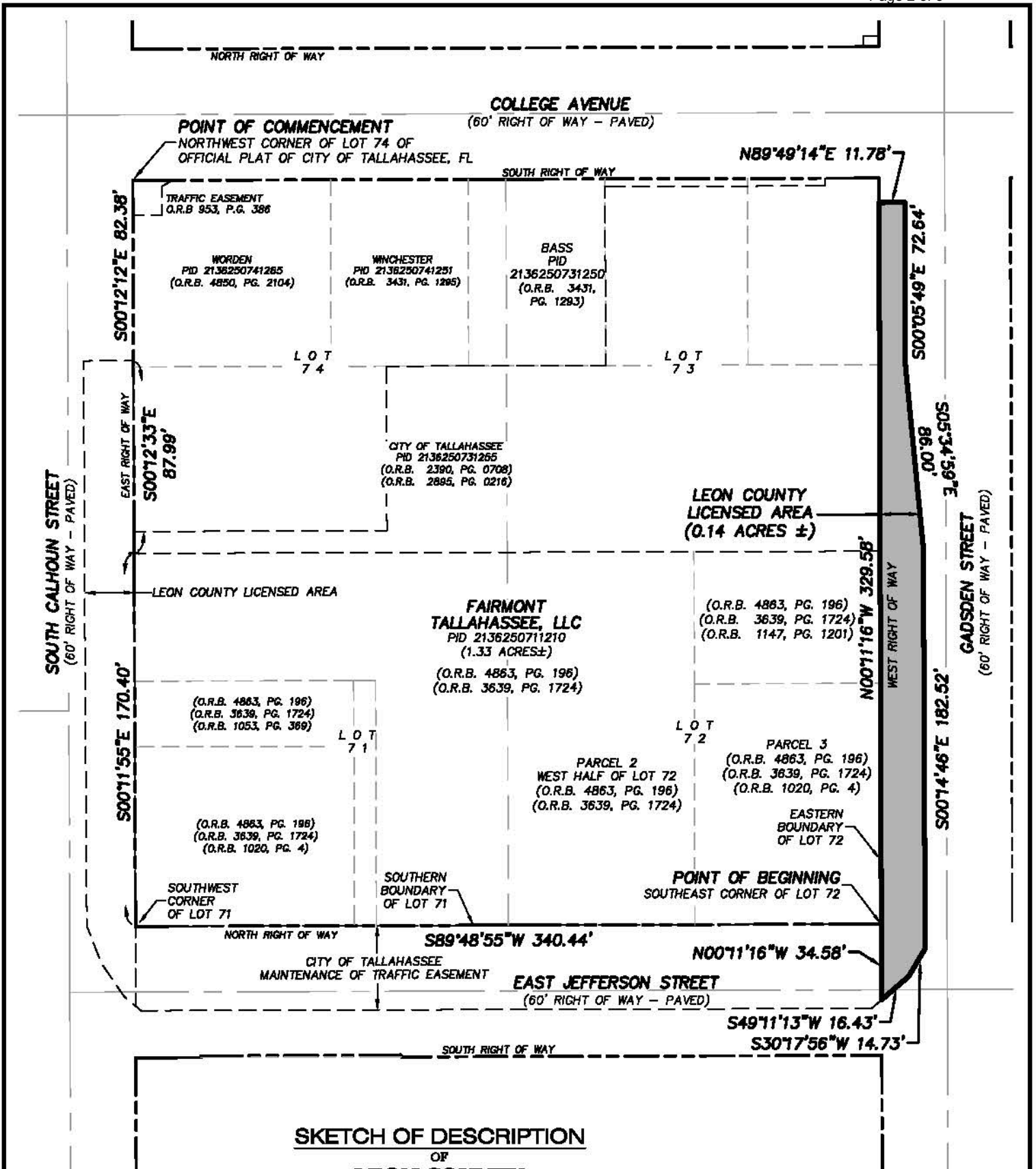
Chad M. Thurner, PSM
Florida Professional Surveyor & Mapper
Certificate No. 6483

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE:	1"=50'	PROJECT NO:	5797-01
FIELD BOOK:	N/A	SURVEY DATE:	N/A
CAD NO.:	5797-01 MOT	ISSUE DATE:	02/14/17
DRAWN BY:	DMW	REVISION:	
CHECKED BY:	CMT	REVISION:	

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**SKETCH OF DESCRIPTION
OF
LEON COUNTY
LICENSED AREA
OF
227 SOUTH CALHOUN ST.
TALLAHASSEE, Florida
PARCEL No. 2136250731255
IN
LEON COUNTY, FL**



SHEET 1 of 2

SCALE:	1"=60'	PROJECT NO.:	5797-01
FIELD BOOK:	N/A	SURVEY DATE:	N/A
CAD NO.:	5797-01 MOT	ISSUE DATE:	02/14/17
DRAWN BY:	DMW	REVISION:	
CHECKED BY:	CMT	REVISION:	

THIS IS NOT A BOUNDARY SURVEY

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Certificate No. 6483

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LEGAL DESCRIPTION
OF
**LEON COUNTY
LICENSED AREA**
OF
**227 SOUTH CALHOUN ST.
TALLAHASSEE, Florida**
PARCEL No. 2136250731255
IN
LEON COUNTY, FL

LEGAL DESCRIPTION

LEON COUNTY LICENSED AREA NO. 2

COMMENCE AT THE NORTHWEST CORNER OF LOT 74 OF THE OFFICIAL PLAT OF THE CITY OF TALLAHASSEE, FLORIDA AND RUN ALONG THE EAST RIGHT OF WAY OF CALHOUN STREET AS FOLLOWS: SOUTH 00 DEGREES 12 MINUTES 12 SECONDS EAST 82.38 FEET; SOUTH 00 DEGREES 12 MINUTES 33 SECONDS EAST 87.99 FEET; SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 170.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET AND THE SOUTHWEST CORNER OF LOT 71; THENCE LEAVING SAID EAST RIGHT OF WAY RUN ALONG SAID NORTH RIGHT OF WAY SOUTH 89 DEGREES 48 MINUTES 55 SECONDS WEST 340.44 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF GADSDEN STREET AND THE SOUTHEAST CORNER OF LOT 72, ALSO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN ALONG SAID WEST RIGHT OF WAY LINE NORTH 00 DEGREES 11 MINUTES 16 SECONDS WEST 329.58 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY RUN NORTH 89 DEGREES 49 MINUTES 14 SECONDS EAST 11.78 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 49 SECONDS EAST 72.64 FEET; THENCE RUN SOUTH 05 DEGREES 34 MINUTES 59 SECONDS EAST 86.00 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 46 SECONDS EAST 182.52 FEET; THENCE RUN SOUTH 30 DEGREES 17 MINUTES 56 SECONDS WEST 14.73 FEET; THENCE RUN SOUTH 49 DEGREES 11 MINUTES 13 SECONDS WEST 16.43 FEET; THENCE RUN NORTH 00 DEGREES 11 MINUTES 16 SECONDS WEST 34.58 FEET TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, MORE OR LESS.

SHEET 2 of 2

SCALE:	N/A	PROJECT NO:	5797-01
FIELD BOOK:	N/A	SURVEY DATE:	N/A
CAD NO.:	5797-01 MOT	ISSUE DATE:	02/14/17
DRAWN BY:	DMW	REVISION:	
CHECKED BY:	CMT	REVISION:	



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**Leon County
Board of County Commissioners**

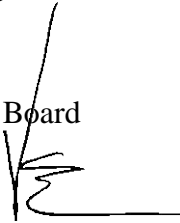
Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Amendment to Leon County's 2017 Legislative Priorities to Support Legislation that Protects Funding for Future Development of the SunTrail Network

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Nicki Paden, Management Analyst

Statement of Issue:

This agenda item seeks the Board's approval to add support for legislation that protects funding for future development of the state's SunTrail network to Leon County's 2017 Legislative Priorities.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve adding support for legislation that protects funding for future development of the SunTrail network to the County's 2017 Legislative Priorities.

Report and Discussion

Background:

Each year, the Board conducts a workshop with staff on the County's state and federal legislative priorities. On October 18, 2016, the Board held a workshop to discuss the legislative priorities for the 2017 state and federal session. The actions taken at the workshop were subsequently ratified by the Board on November 22, 2016.

Since the adoption of Leon County's 2017 legislative priorities, staff has met with representatives from the Florida Greenways and Trails Foundation (FGTF) to discuss the state's Shared-Use Non-motorized Trail (SunTrail) network and future opportunities to connect Leon County to the statewide trail system. Additionally, FGTF presented to the Blueprint Intergovernmental Agency (IA) at its February 21, 2017 meeting about the Nature Coast Regional Connector Trail and future opportunities to build the connector between Tallahassee and Dunnellon, Florida, connecting to other trails in the system. FGTF has requested Leon County's support for legislation at the state level that protects funding for future development of the SunTrail network.

Analysis:

As part of the 2015 Legislative Session Final Report presented to the Board at its July 7, 2015 meeting, staff provided an overview of SB 2514A which created the SunTrail network, a system of multi-use trails connected throughout the state. The SunTrail network is authorized under Sec. 339.81, F.S. and is a component of the Florida Greenways and Trails System. A primary purpose of the SunTrail network is to connect communities, parks, conservation areas, beaches, rivers and springs to provide citizens and visitors with a scenic, healthy, and safe alternative to highway transportation.

FGTF reports that trail networks generate substantial tourism and economic activity for communities located along trail routes. Longer trail lengths and the number of trail connections throughout a region are positively associated with trail-related tourism and economic activity. Greater options for trail routes and destinations are more likely to generate repeat visits from non-local trail users as well as more hotel room nights per visit. As the SunTrail system continues to develop, Leon County has the opportunity to become a trail "hub" linked to several regional connector trails within the SunTrail network (Attachment #1), utilizing existing local improvements including Cascades Park and the St. Marks Trail.

The Nature Coast Regional Connector (Attachment #2) is FGTF's top priority trail connection for the Big Bend region. When complete, the Nature Coast Regional Connector will provide a continuous trail segment linking Leon County with Dunnellon, Florida in Marion County. Several additional trail "loops" are envisioned along the Nature Coast Connector Trail, which would provide additional route options and destinations for trail users. To ensure the completion of the Nature Coast Regional Connector, FGTF has requested Leon County's support for legislation to protect and enhance funding for future development of the SunTrail network. FGTF's specific requests are as follows:

1. Protection of Dedicated Funding for SunTrail Development:

In addition to establishing the SunTrail network, SB 2514A (2015) provided recurring annual funding for the SunTrails Program and included provisions for the planning, development, operation, and maintenance of the network components. The bill required the Florida Department of Transportation (FDOT) to annually allocate \$25 million for the SunTrail network in the FDOT work program. Maintaining this funding is critical for completing the SunTrail network; accordingly, FGTF requests Leon County's support to protect this annual allocation.

2. Ten % for Trails:

The Florida Water and Land Conservation Initiative (Amendment 1) was approved by voters on the November 4, 2014 ballot. Amendment 1 created the Land Acquisition Trust Fund, which can be used for a variety of conservation purposes. Among the eligible uses of the fund specifically outlined in the amendment language are "recreational trails... and the enhancement of public access or recreational enjoyment of conservation lands." FGTF requests support for legislation that allocates 10% of annual funding from the Land Acquisition Trust Fund for trail development in the following ways:

- Florida Recreation Development Assistance Program (FRDAP): \$25 million for grants to local governments, especially in rural areas.
- Florida Communities Trust (FCT): \$25 million for grants to cities and counties, especially in urban areas.
- Florida Greenways and Trails Program: \$25 million to the Office of Greenways and Trails in the Department of Environmental Protection.

The additional funding provided by "Ten % for Trails" would fund the development of loop trails as well as parking areas and trail access points, restrooms, landscaping, and other trail amenities. FGTF has requested Leon County's support for legislation that allocates 10% of funds from the Land Acquisition Trust Fund annually for trail development.

Staff recommends that the Board include support for legislation at the state level that protects funding for future development of the SunTrail network among Leon County's 2017 legislative priorities. Staff will continue to work with FGTF, the Capital Regional Transportation Planning Agency, the Florida Department of Transportation, and other regional stakeholders in support of the Nature Coast Regional Connector trail. Staff will continue to provide updates to the Board regarding the progress of these efforts in future legislative reports.

Title: Amendment to Leon County's 2017 Legislative Priorities to Support Legislation that Protects Funding for Future Development of the SunTrail Network

March 7, 2017

Page 4

Options:

1. Approve adding support for legislation that protects funding for future development of the SunTrail network to the County's 2017 Legislative Priorities.
2. Do not approve adding support for legislation that protects funding for future development of the SunTrail network to the County's 2017 Legislative Priorities.
3. Board direction.

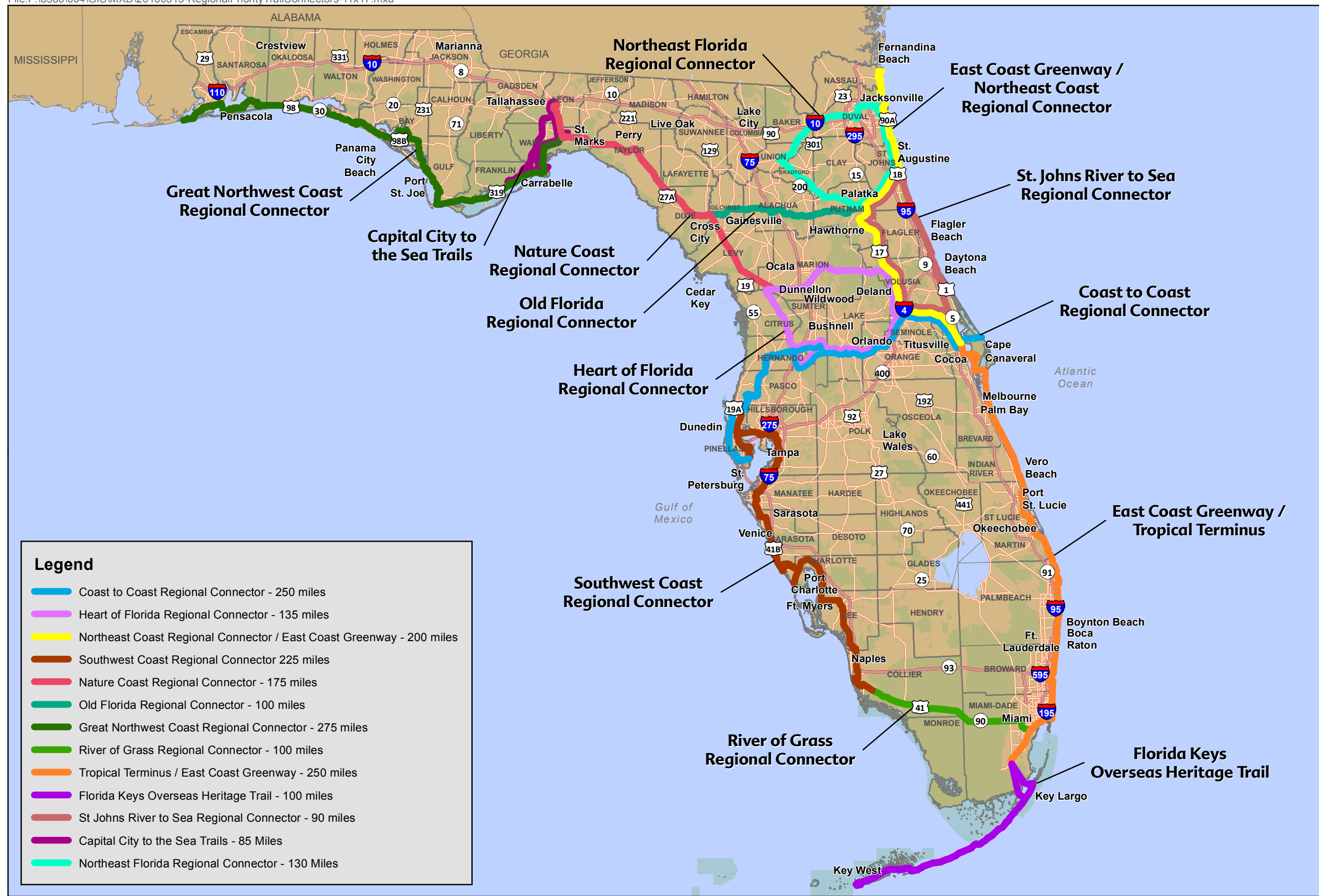
Recommendation:

Option #1.

Attachments:

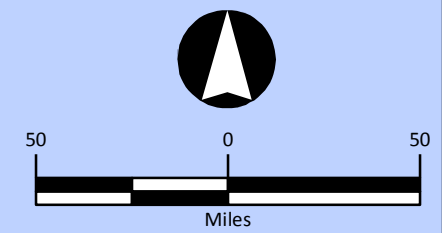
1. Statewide SunTrail network map
2. Nature Coast Regional Connector map

Regional Priority Trail Connectors



Legend

- Coast to Coast Regional Connector - 250 miles
- Heart of Florida Regional Connector - 135 miles
- Northeast Coast Regional Connector / East Coast Greenway - 200 miles
- Southwest Coast Regional Connector 225 miles
- Nature Coast Regional Connector - 175 miles
- Old Florida Regional Connector - 100 miles
- Great Northwest Coast Regional Connector - 275 miles
- River of Grass Regional Connector - 100 miles
- Tropical Terminus / East Coast Greenway - 250 miles
- Florida Keys Overseas Heritage Trail - 100 miles
- St Johns River to Sea Regional Connector - 90 miles
- Capital City to the Sea Trails - 85 Miles
- Northeast Florida Regional Connector - 130 Miles



Data Source: FDEP OGT
 Prepared Date: March 15, 2016
 This map is for display purpose only. Any other use is not advised.
 Posted 3:00 p.m. Feb. 27, 2017



Data Source: FDEP OGT Prepared Date: February 19, 2015 This map is for display purpose only. Any other use is not advised.

The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. The maps are for reference only and should not be considered to be of survey precision.

**Leon County
Board of County Commissioners**

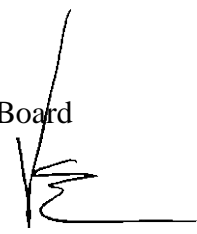
Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Code Enforcement Board and the Code Compliance Program 2015-2016 Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Permit and Code Services Director Jo'Toria Snelling, Compliance Board Coordinator

Statement of Issue:

This agenda item seeks the Board's acceptance of the 2015-2016 Annual Report of the Code Enforcement Board and the Code Compliance Program.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the 2015-2016 Annual Report of the Code Enforcement Board and the Code Compliance Program.

Report and Discussion

Background:

The Code Enforcement Board (CEB) is empowered by Ordinance to enforce Chapter 5, Articles II and III (Building and Housing); Chapter 10, Article VII (Environmental Management Act), Article X (Zoning), and Article XII (Flood Plain) and Chapter 14, Articles I and II (Public Nuisances and Junk). The CEB is supported by contractual legal services and is represented by Counsel Clayton Knowles of Knowles and Randolph Law Firm. The Assistant County Attorney serves as legal counsel for the County. The CEB members for the 2015-2016 fiscal year were Chairman Travis Sparkman, Vice Chairman Charles Cook, and board members Carmen Green, Marcia Sanders, Curtis Whigham, Michael Eurich, and Betsy Henderson. The seven board members volunteer their time, which averages about five hours per month, and is inclusive of their review time (Attachment #1).

On April 25, 2006, the Board held a workshop to review the County's Code Enforcement Program, discuss related issues, and consider recommendations for program enhancements. The Board also reiterated their goal of voluntary compliance. On May 9, 2006, the Board ratified the workshop and the County's Code Compliance Program has been maintained at its current level of functioning to achieve voluntary compliance.

The 2015-2016 Annual Report was reviewed and approved by the CEB at their regularly scheduled meeting on January 19, 2017.

Analysis:

In order to serve the citizens of Leon County in a timely and efficient manner, the Department of Development Support and Environmental Management (DSEM) implemented a central complaint process system. The complaints are received through telephone calls, citizen on-line reporting or by walk-in customers, logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious environmental issue, it is inspected within 24 hours. As a team, the program's goal is to obtain voluntary compliance based on County policy.

An official Notice of Violation (NOV) letter is the first notice to an alleged violator; sent through regular mail, certified mail return receipt. The numbers vary on obtaining compliance, and seem low due to the extensions of time granted to the citizens. The nature of the violation is described within the NOV along with a list of the County codes allegedly violated. A description of what was found on-site (inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance is also included in the NOV. This process usually takes 30 to 45 days, and each complaint warrants an average of three inspections.

Attached is a comparison table for FY14/15 and FY15/16, and the statistics for the four quarters of FY15/16 (Attachment #2). There was a 9% increase in the total number of complaints received during FY15/16 as compared to FY14/15. In conjunction with the Citizen Connect Service Request System, which enables citizens to file complaints via the internet, the Code Compliance Program website allows citizens to review the complaint process on-line and

download a complaint form to mail in. Citizens utilize the County's Code Compliance Program regularly to assure that their neighborhoods are kept in compliance.

To expand public education and awareness, Code Compliance staff has created a flyer that is provided to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County (Attachment #3). The flyer explains that staff is available to speak at association meetings about code enforcement in their neighborhoods. During this fiscal year, there was one request for a presentation. Staff continues to work closely with the Homeowner's Association representatives and distribute code compliance literature upon request.

On October 27, 2015, staff conducted a Code Compliance Program Workshop with the Commission Aides to familiarize them with the DSEM's code compliance efforts and processes. During this fiscal year, staff developed a cover letter which outlines the County's philosophy of "*People Focused. Performance Driven.*" that is included with the Notice of Violation letters to encourage participation and compliance.

On July 7, 2015, the Board approved the implementation of the Compliance Certification Letter Fee Resolution. The Resolution provides for the recovery of associated costs of research and processing of open code violations, lien research requests, and the issuance of Compliance Certification Letters by the Code Compliance Program. To date, staff has processed 426 requests and collected \$38,340 in Compliance Certification Letter fees. These funds are a revenue source to offset the cost of operating the Code Compliance Program.

On May 13, 2014, the Board approved the Signs in Right-of-Way (ROW) Ordinance to address illegal signs in the ROW in unincorporated Leon County. Staff conducts periodic sweeps of problematic areas to reduce the proliferation of illegal signs. During FY15/16, 779 illegal signs were removed from the ROW.

On October 29, 2013, the Board approved the Refueling Assistance for Persons with Disabilities Ordinance. The Ordinance was subsequently amended effective January 29, 2014, and it provides for the regulation of gas stations to ensure that persons with disabilities are provided equal access in refueling their vehicles. As of this date, there have been no inquiries or complaints regarding the implementation of the Refueling Assistance for Persons with Disabilities Ordinance.

On March 12, 2013, the Board approved the Abandoned Property Registration (APR) Ordinance to require that properties under a notice of default and the subject of foreclosure action or proceeding to register with Leon County. The Ordinance became effective on March 12, 2013, with an enforcement date of July 12, 2013. This Ordinance was subsequently amended effective December 10, 2013. The regulations established by the APR Ordinance are applicable within unincorporated Leon County. During FY15/16, staff received 1,260 registrations for distressed or abandoned property and collected \$189,000 in registration fees. These funds are utilized to offset the cost of operating the County's Code Compliance Program.

On July 22, 2008, the Board approved an Open-Pit Mining Ordinance that requires all open-pit mining operations and/or construction and demolition debris disposal facilities that have not been

reclaimed be secured by a four-foot high fence with a locked gate. To date there have been no cases brought before the Code Enforcement Board for failing to comply with these regulations.

At the June 14, 2005 meeting, the Board approved the Procedures and Criteria List to remove old outstanding liens on CEB cases. During FY15/16, one (1) case met the eligibility requirements for the reduction of fines.

On September 21, 2004, the Board approved a Filthy Fluid Ordinance that prohibits the drainage of fluids on County streets and/or the property of others. During the last fiscal year, staff received seven (7) filthy fluid complaints that were inspected to determine validity, processed and resolved.

On May 11, 2004, the Board approved a Lot Mowing Ordinance, which requires that grass not exceed 18 inches in height. During FY15/16, staff performed 174 site inspections in connection with overgrown grass complaints to determine the validity. These inspections are performed consistent with County policy within 48 hours of receipt of the complaint.

Code Enforcement Board (CEB) Caseload Analysis:

If the owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the CEB and request a hearing. A total of 111 new cases and 12 fine reconsideration cases were brought before the CEB during this fiscal year:

New Cases	111
Continued Cases	5
Request for Amendment to the Board's Order	0
Request for Extension of Time to Comply	10
Fine Reconsideration	12
Foreclosure Considerations	<u>10</u>
Total	148

Of the 111 new cases, 104 were heard by the CEB and found in violation. Of the 104 cases found in violation; 31 failed to come into compliance and an Order Imposing Fine and Notice of Lien was filed with the Leon County Clerk of the Courts, 57 have been found in compliance, and the remaining 16 cases had compliance deadlines following the conclusion of the fiscal year so they will be accounted for in next year's report.

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

Junk	63
Building	16
Minimum Housing	3
Zoning	2
Mowing	<u>20</u>
Total	104

Revenue Analysis:

The amount of CEB imposed fines collected during FY15/16 was \$22,696.88 (Attachment #4). The CEB heard 12 requests for reconsideration of accrued fines. Attached is a list of fines addressed for reduction during FY15-16 (Attachment #5), a status report of all outstanding fines during FY15/16 (Attachment #6), as well as a comparison chart of the CEB's activities for the past five years (Attachment #7).

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

Foreclosure Analysis:

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

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

There were ten cases brought to the CEB this year for consideration to proceed with foreclosure on non-homestead properties that were not in compliance and had outstanding fines. Ten were sent to the County Attorney's Office to begin foreclosure proceedings. At the end of FY15/16, these fines totaled \$1,594,565.12. According to F.S. Chapter 162.09(3), an imposed fine will continue to accrue until the violator comes into compliance or until judgment is rendered in a suit, whichever occurs first (Attachment #8).

Summary:

The Leon County CEB is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner. During FY15/16, no orders of the CEB were appealed to the Circuit Courts of Leon County.

As part of Leon County's continuous efforts at improvement and to reduce the number of false complaints, beginning June 1st, Leon County will no longer accept anonymous complaints. This effort will allow Leon County staff the opportunity to focus our resources on legitimate complaints, as opposed, to investigating false allegations. This approach is consistent with industry best practices for urbanized areas, and is consistent with how the City of Tallahassee addresses these issues.

Options:

1. Accept the 2015-2016 Annual Report of the Code Enforcement Board and the Code Compliance Program.
2. Do not accept the 2015-2016 Annual Report of the Code Enforcement Board and the Code Compliance Program.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Attendance Record for Fiscal Year 2015-2016
2. Code Compliance Program Workload Comparison Table
3. Code Compliance Program Public Awareness flyer
4. Fines Paid in Fiscal Year 2015-2016
5. Fines Addressed in Fiscal Year 2015-2016
6. Status t of Outstanding Fines report
7. Comparison Chart of Code Enforcement Board Activity
8. Cases Referred for Foreclosure on Non-Homestead Properties

**Leon County Code Enforcement Board
Attendance Record for FY 2015-2016**

Board Member	Appointed by	Term Expires	Percent of Attendance
Marcia Sanders	Commissioner Proctor	08/31/2018	60%
Michael Eurich	Commissioner Dozier	08/31/2018	40%
Curtis Whigham*	Commissioner Dailey	08/31/2018	90%
Travis Sparkman*	Commissioner Sauls	08/31/2017	90%
Betsy Henderson	Commissioner Desloge	08/31/2018	80%
Charles Cook*	Commissioner Lindley	08/31/2017	80%
Carmen Green	Commissioner Maddox	08/31/2017	100%

There were ten (10) meetings for the Fiscal Year 2015-2016.

* Excused Absences

**Code Compliance Program
Workload Comparison Table for Fiscal Year 14-15 and 15-16**

	15/16 1st Qtr.	15/16 2nd Qtr.	15/16 3rd Qtr.	15/16 4th Qtr.	15/16 Year End Figures	15/16 Yr. End % of Total	14/15 Year End Figures	14/15 Yr. End % of Total
Building	40 Bldg w/o 23 Min. H. 9 Unsafe 8	42 Bldg w/o 12 Min. H. 13 Unsafe 17	65 Bldg w/o 31 Min. H. 13 Unsafe 21	45 Bldg w/o 12 Min. H. 8 Unsafe 25	192	9%	208	10%
Junk & Litter	68	116	130	117	431	19%	415	22%
Junk Vehicles	31	77	86	36	230	10%	184	10%
Environmental	28	35	42	29	134	6%	166	9%
Filthy Fluids	0	3	0	3	6	0%	5	0%
Development Services	21 Home 6 Zoning 11 Signs 4	14 Home 4 Zoning 8 Signs 2	36 Home 2 Zoning 23 Signs 11	12 Home 0 Zoning 3 Signs 9	83	4%	70	4%
Lot Mowing	26	17	50	74	167	8%	136	7%
Right-of-Way	9	2	7	10	28	1%	32	2%
Abandoned Prop.*	0	0	0	0	0	0%	0	0%
Refueling Assistance	0	0	0	0	0	0%	0	0%
Invalid **	32	53	57	75	217	10%	138	7%
Referrals	147	187	207	198	739	33%	560	29%
TOTAL	402	546	680	599	2227	100%	1914	100%
Miscellaneous/Info	321	393	529	578	1821		1282	
Call Back Status	75	89	113	78	355		419	
Telephone Calls	798	1028	1321	1255	4402		3616	
NOV & F/U (Closed) Compliance	136	156	156	214	662	52%	629	52%
TOTAL ACTIVITY	1732	2212	2799	2724	9467		7861	

* BCC approved Abandoned Property Registration (APR) Ordinance on 3/12/15 -- Amended Ordinance 12/10/13 -- Number of Notice of Violations for failure to register the property. Posted 3:00 p.m. Feb. 27, 2017
 ** Invalid calls refer to complaints that are received and not considered County code violations.

**NEIGHBORHOOD
PUBLIC AWARENESS PROGRAM**

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

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

We will answer these questions and more:

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

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

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

Association Name and Location of Meeting Place: _____

Association President (Contact Person) _____

Daytime Phone Number _____

Date of Meeting in which staff is invited _____

CIRCLE THE TOPICS YOU WOULD LIKE COUNTY STAFF TO DISCUSS:

JUNK BUILDING ZONING ENVIRONMENTAL MOWING

If you have any questions, please contact the Code Compliance Program at 606-1300.

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

**LEON COUNTY CODE ENFORCEMENT BOARD
FINES PAID IN FISCAL YEAR 2015-2016**

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
12/28/2015	13-029 LEC120705	Lane Hackley*	\$9,555.00	\$0.00
02/23/2016	05-016 LEC40199	Forehand Rosa Life Estate	\$130,195.00	\$100.00
02/24/2016	14-092 LEC140134	John Hightower*	\$14,135.00	\$0.00
03/17/2016	14-097 LEC140181	E A Kunkler	\$1,745.00	\$120.00
03/21/2016	08-053 LEC070939	Edward C. Medlin, Jr.*	\$79,795.00	\$0.00
03/23/2016	13-065 LEC130174	Adventure Three, LLC	\$9,375.00	\$1,065.00
03/24/2016	10-100 LEC100301	Sharon Smith**	\$552,500.00	\$95.00
03/24/2016	13-051 LEC130148	JII Investment Limited Partnership**	\$1,500.00	\$4.88
03/24/2016	15-020 LEC140252	Theodore Gary**	\$21,590.00	\$3,532.00
04/29/2016	14-003 LEC131158	Hot Pepper Properties, LLC	\$2,200.00	\$750.00
05/02/2016	12-071 LEC120384	James E. Shaper	\$32,090.00	\$1,000.00
05/20/2016	15-086 LEC150469	Tyrice B. Earl	\$16,250.00	\$120.00
06/08/2016	11-053 LEC110056	Willie Carter	\$100,704.65	\$250.00
06/16/2016	14-105 LEC14056	Home Servicing, LLC	\$6,750.00	\$500.00
08/10/2016	10-039 LEC090705	Steve and Donna Jenkins	\$72,760.00	\$445.00
08/31/2016	15-041 LEC150164	Christinana Trust	\$8,605.00	\$1,825.00
09/08/2016	14-011 LEC130358	Mary Lee Langford Estate	\$218,250.00	\$10,000.00
09/08/2016	14-076 LEC131140	John S. Coulter	\$2,515.00	\$500.00
09/08/2016	14-065 LEC130819	John S. Coulter	\$10,000.00	\$1,890.00
10/20/2016	15-056 LEC150339	Federal National Mortgage Association*	\$10,000.00	\$0.00
11/03/2016	15-035 LEC140787	Michael L. & K. A. Newton	\$10,000.00	\$500.00
		Grand Total	\$1,310,514.65	\$22,696.88

*Mortgage foreclosure, CEB inferior and extinguished.

**Funds received through Tax Auction proceeds

**FINES ADDRESSED FOR REDUCTION BY
THE CODE ENFORCEMENT BOARD
FISCAL YEAR 2015-2016**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ACCRUED FINE:	STAFF RECOM.:	BOARD ACTION:
02/18/2016	08-062 LEC070502	H. Wayne Weaver TR and GF Weaver TR*	\$62,500.00	\$0.00	\$0.00
02/18/2016	05-016 LEC040199	Kalheinz Bartell	\$130,195.00	Not less than \$3,010.00	\$100.00
03/17/2016	14-097 LEC140181	E A Kunkler	\$1,745.00	Not less than \$1,475.00	\$120.00
04/21/2016	14-078 LEC131158	Hot Pepper Properties, LLC	\$2,200.00	Not less than \$1,940.00	\$750.00
04/21/2016	11-053 LEC110056	Clifford Rivers	\$100,704.65	Not less than \$1,760.00	\$250.00
05/19/2016	15-086 LEC150469	Tyrice B. Earl	\$16,250.00	Not less than \$1,130.00	\$120.00
07/21/2016	15-041 LEC150164	Christiana Trust	\$8,605.00	Not less than \$1,825.00	\$1,825.00
08/18/2016	14-076 LEC131140	John S. Coulter	\$2,515.00	Not less than \$1,655.00	\$500.00
08/18/2016	14-065 LEC130819	John S. Coulter	\$10,000.00	Not less than \$1,890.00	\$1,890.00
08/18/2016	14-011 LEC130358	Robert F. Langford**	\$218,250.00	Not less than \$2,225.00	\$10,000.00
09/15/2016	15-035 LEC140787	Michael L. Newton and K A Newton	\$10,000.00	Not less than \$1,955.00	\$500.00
09/15/2016	16-003 LEC150864	Michael L. Newton and K A Newton	\$625.00	Not less than \$620.00	\$0.00
10/15/2015	15-017 LEC140529	Bridget Straight	\$3,635.00	Not less than \$1,825.00	\$315.00
N/A	13-065 LEC130174	Adventure Three, LLC***	\$9,375.00	\$1,065.00	N/A
N/A	12-071 LEC120384	James E. Shaper***	\$32,090.00	\$1,000.00	N/A
N/A	10-039 LEC090705	Steve and Donna Jenkins***	\$72,760.00	\$445.00	N/A
		Grand Total	\$681,449.65	Not less than \$23,820.00	\$16,370.00

*Staff requested reduction. Meets 5 year criteria for removing old outstanding lien.

**Property owner made verbal request for reduction of fine at CEB meeting.

***Settlement reached with County Attorney's Office due to case being referred to CAO to begin foreclosure proceedings.

STATUS OF OUTSTANDING CEB FINES FOR FY 2015/2016

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/05/2001	01-005	Bobby J. Chambliss	02/15/2001	Board heard case			\$39,615.00
	LEC000696	(Non-Homestead)-Junk Code	10/18/2006	In Compliance. Fine unpaid			
District 3		5026 Box Wood Court	10/21/2006	Board approved sending case to CAO to begin process to foreclose.			
09/26/2001	01-029	Ronald Pontones	09/20/2001	Board heard case	\$870.00		
	LEC010341	(Homestead)-Junk Code	12/20/2001	In Compliance. Fine unpaid.			
District 2		9406 Barwick Drive	02/27/2015	Reminder letter mailed			
03/05/2002	02-002	Ulysses Smith	02/21/2002	Board heard case			\$185,320.00
	LEC000697	(Non-Homestead)-Junk Code	04/25/2002	Filed Order Imposing Fine and Notice of Lien			
District 3		280 Louis John Lane	10/04/2005	Staff inspected property - Not In Compliance			
			05/18/2006	Board approved sending case to CAO to begin process to foreclose			
03/05/2002	02-003	Ulysses Smith	02/21/2002	Board heard case			\$1,315,500.00
	LEC010122	(Non-Homestead)-Building Code	06/07/2002	Filed Order Imposing Fine and Notice of Lien			
District 3		280 Louis John Lane	05/18/2006	Board approved sending case to CAO to begin process to foreclose			
09/18/2003	03-023	Michael A & Maureen Crew	09/18/2003	Board heard case			\$44,445.00
	LEC020535	(Non-Homestead)-Junk Code	04/20/2007	In Compliance. Fine unpaid			
District 2		7485 Southern Country Ln	03/19/2015	Board directed staff to send case to CAO to begin foreclosure proceedings.			
03/18/2004	04-004	Estate of Larry Grantham	03/18/2004	Board heard case			\$157,810.00
	LEC030558	(Non-Homestead)-Junk Code	06/11/2004	Staff inspected property - Not In Compliance			
District 1		4742 Orchid Drive	06/21/2007	Board approved sending case to CAO to begin process to foreclose			
07/15/2004	04-009	Anita H. Kirkland	07/15/2004	Board heard case			\$153,610.00
	LEC020647	(Homestead)-Junk Code	10/08/2004	Filed Order Imposing Fine and Notice of Lien			
District 2		1307 Southern Drive	04/21/2016	Board directed staff to send to CAO to begin foreclosure actions.			
06/03/2005	05-005	Roger Malebranche	05/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead)-Junk Code	10/20/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1347 Yons Place	02/27/2015	Reminder letter mailed			
09/01/2005	05-014	Matthew B. Williams	09/01/2005	Board heard case	\$140,695.00		
	LEC040728	(Homestead)-Junk Code	10/21/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1984 Register Road	09/12/2007	Amnesty Program Panel approved application. Fine will be reduced to \$1000.00 if property is brought into compliance within 30 days.			
			10/22/2007	Amnesty F/U inspection performed. Not in Compliance.			
			09/04/2015	Reminder letter mailed			
08/07/2006	06-020	Lamar & Monica E.R. Dukes	07/20/2006	Board heard case			\$2,480.00
	LEC050147	(Non-Homestead)-Junk Code	09/08/2006	Staff inspected property - Not In Compliance			
District 1		2433 Windy Pine Way	09/20/2012	Board directed staff to refer case to CAO to begin foreclosure proceeding			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/30/2006	06-050	James R. Woodruff, Jr.	11/16/2006	Board heard case		\$2,445.00	
	LEC050835	(Non-Homestead)-Junk Code	01/05/2007	Staff inspected property - Not In Compliance			
District 2		7567 Maige Lane	01/19/2007	Filed Order Imposing Fine and Notice of Lien			
			05/25/2016	Change in Homestead Status- Non-Homestead			
			03/16/2011	Reminder letter mailed			
			03/12/2012	Reminder letter mailed			
01/25/2007	06-059	Gordon L. Smith & Amy L. Dillow	01/18/2007	Board heard case	\$25,475.00		
	LEC050754	(Homestead)-Junk Code	03/19/2007	Staff inspected property - Not In Compliance			
District 2		8483 E. Belk Drive	04/24/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
05/01/2007	07-020	Ronald Pontones	04/19/2007	Board heard case.	\$119,415.00		
	LEC060460	(Homestead)-Junk Code	06/08/2007	Staff inspected property - Not In Compliance			
District 2		9406 Barwick Drive	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
05/01/2007	07-052	Douglas & A.L. Renken	04/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)-Junk Code (Repeat Violation)	04/27/2007	In Compliance. Fine unpaid			
District 4		6601 Tim Tam Trail	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
07/06/2007	07-060	Jesse L. & Beverly Y. Metz	06/21/2007	Board heard case.	\$26,140.00		
	LEC070129	(Homestead)-Junk Code	08/08/2007	Staff inspected property - Not in Compliance.			
District 1		8224 Pin Oak Road	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
06/01/2007	07-063	Felicia Riley	05/17/2007	Board heard case.	\$118,400.00		
	LEC060218	(Homestead)-Junk Code	07/13/2007	Staff inspected property - Not in Compliance.			
District 1		4457 Lost Pine Drive	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
05/31/2007	07-072	Joshua Kelley (New Owner)	05/17/2007	Board heard case			\$109,720.00
	LEC060348	(Non-Homestead)-Junk Code	07/13/2007	Staff inspected property - Not in Compliance.			
District 2		1100 (1104) Cottonwood Ln	07/20/2007	Filed Order Imposing Fine and Notice of Lien			
			01/21/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
			09/05/2012	Staff inspected property - Not in Compliance.			
07/30/2007	07-088	Lewis P. Powell, Sr. & A.J. Powell	07/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead)-Junk Code	09/05/2007	Staff inspected property - Not In Compliance.			
District 3		4445 Blue Bill Pass	09/07/2007	Filed Order Imposing Fine and Notice of Lien			
			01/10/2008	In Compliance. Fine unpaid			
			02/12/2009	Reminder letter mailed			
			03/25/2009	Staff received request for reduction of fine			
			04/16/2009	Board reduced fine to \$250.00 to be paid within 3 months or fine will revert to original amount of \$3670.00			
			10/01/2009	Reduced fine amount not paid. Fine reverts to original amount			
			09/04/2015	Reminder letter mailed			

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07/30/2007	07-091	Robert B. Pompey, Jr.	07/19/2007	Board heard case	\$115,215.00		
	LEC070101	(Homestead)-Junk Code	10/10/2007	Staff inspected property - Not In Compliance.			
District 1		4601 Shelfer Road	10/15/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
07/30/2007	07-093	Ensley Lee Marks, Sr.	07/19/2007	Board heard case.			\$811,750.00
	LEC060603	(Non-Homestead)-Building Code	08/31/2007	Owner has not received req'd permit. Not In Compliance.			
District 2		10715 Tebo Trail	09/10/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
			05/25/2016	Change in Homestead Status- Non- Homestead			
			09/15/2016	Board directed staff to refer to CAO to begin foreclosure proceedings.			
09/27/2007	07-115	Elaine Sarkkinen	09/20/2007	Board heard case.			\$114,235.00
	LEC060620	(Non-Homestead)-Mowing Code	11/02/2007	Staff inspected property - Not in Compliance.			
District 2		402 Big Richard Road	11/07/2007	Filed Order Imposing Fine and Notice of Lien			
			04/17/2008	Board directed staff to refer to CAO to begin foreclosure proceedings.			
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$112,030.00		
	LEC070109	(Homestead)-Junk Code	01/02/2008	Staff inspected property - Not in Compliance			
District 1		5047 Dry Gulch Court	01/04/2007	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
01/29/2008	08-007	Frank S. & SL Stephens	01/17/2008	Board heard case	\$774,500.00		
	LEC040454	(Homestead)-Building Code	03/07/2008	LB0800242 issued. Inspection Deadline 4/7/2008			
District 2		3391 Whippoorwill Drive	04/08/2008	Staff checked PETS, owners have not received req'd inspections - Not in Compliance			
			04/21/2008	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
04/07/2008	08-040	Joshua Kelley (New Owner)	03/20/2008	Board heard case			\$767,750.00
	LEC070320	(Non-Homestead)-Building Code	05/08/2008	Staff inspected property - Not in Compliance			
District 2		1100 Cottonwood Lane	05/16/2008	Filed Order Imposing Fine and Notice of Lien			
			01/21/2010	Board directed staff to send to the CAO to begin foreclosure proceedings			
08/04/2008	08-095	Mary L. Woods	07/17/2008	Board heard case	\$1,745.00		
	LEC070905	(Homestead)-Junk Code	09/05/0008	Staff inspected property - Not in Compliance			
District 2		5018 Sarav Way	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
			10/20/2008	In Compliance. Fine unpaid			
			09/04/2015	Reminder letter mailed			

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08/04/2008	08-098	Jaime Nicole Little	07/17/2008	Board heard case			\$730,000.00
	LEC080153	(Non-Homestead)-Building Code	10/03/2008	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		11000 Bright Star Circle	10/08/2008	Filed Order Imposing Fine and Notice of Lien			
			05/10/2010	Staff inspected property - Not in Compliance			
			05/20/2010	Board continued Direction to Proceed to 7/15/2010 CEB meeting to give additional time to comply			
			07/15/2010	Board directed staff to send CAO to begin foreclosure proceedings			
08/04/2008	08-099	Jaime Nicole Little	07/17/2008	Board heard case			\$152,000.00
	LEC080260	(Non-Homestead)-Building Code: Pool	09/08/0008	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		11000 Bright Star Circle	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
			02/18/2010	Board continued Direction to Proceed to 5/20/2010 CEB meeting to give additional time to comply			
			05/10/2010	In Compliance. Fine unpaid			
			05/20/2010	Board reduced fine from \$152,000.00 to \$500.00 to be paid within 30 days or reverts to the original fine amount			
			07/01/2010	Reduced fine amount not paid. Fine reverts to original amount.			
			07/15/2010	Board directed staff to send CAO to begin foreclosure proceedings			
02/04/2009	09-005	Douglas E. & A.L. Renken	01/15/2009	Board heard case	\$229,000.00		
	LEC081156	(Homestead)-Junk Code: 2nd Repeat	02/10/2009	Filed Order Imposing Fine and Notice of Lien			
District 4		6601 Tim Tam Trail	03/17/2010	In Compliance. Fine unpaid			
			02/27/2015	Reminder letter mailed			
06/04/2009	09-031	Harry Brown c/o Aragon Riley	05/21/2009	Board heard case			\$661,750.00
	LEC080014	(Non-Homestead)-Building Code	07/07/2009	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 4		4052 Crump Road	07/14/2009	Filed Order Imposing Fine and Notice of Lien			
			04/15/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
07/24/2009	09-045	Cory Wonsey (New Owner)	07/16/2009	Board heard case			\$90,960.00
	LEC080128	(Non-Homestead)- Junk Code	09/01/2009	Staff inspected property - Not in Compliance			
District 2		1172 Cottonwood Lane	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
			05/20/2010	Board directed staff to send to CAO to begin foreclosure proceedings			

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07/24/2009	09-046	Ed Michael Jefferson	07/16/2009	Board heard case	\$90,960.00		
	LEC080137	(Homestead)-Junk Code	09/01/2009	Staff inspected property - Not in Compliance			
District 1		4056 Buster Lane	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
			02/27/2015	Reminder letter mailed			
			09/04/2015	Reminder letter mailed			
07/24/2009	09-058	Michael B. Quinlan	07/16/2009	Board heard case	\$622,250.00		
09/01/2009	LEC080356	(Homestead)-Building Code	08/20/2009	Board granted 30 day extension of time.			
District 3		2606 Hastings Drive	12/08/2009	2nd request for flood letter for required permit			
			03/15/2010	Filed Order Imposing Fine and Notice of Lien			
			07/13/2010	Permit LB0900871 issued			
			02/27/2015	Reminder letter mailed			
12/08/2009	09-103	Mary J. Williams	11/19/2009	Board heard case			\$615,000.00
	LEC090230	(Non-Homestead)-Building Code	01/06/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 1		4065 Morgan Road	01/22/2010	Filed Order Imposing Fine and Notice of Lien			
			08/16/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
02/04/2010	10-011	David E. Brumley	01/21/2010	Board heard case			\$68,140.00
	LEC090239	(Non-Homestead)-Junk Code	03/09/2010	Staff inspected property - Not in Compliance			
District 2		5057 Tillie Lane	03/19/2010	Filed Order Imposing Fine and Notice of Lien			
			07/14/2010	In Compliance. Fine unpaid			
			07/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
04/01/2010	10-027	Angela & JB McCoy	03/18/2010	Board heard case			\$82,175.00
	LEC090816	(Non-Homestead)-Junk Code	05/03/2010	Staff inspected property - Not in Compliance			
District 4		8839 Divine Way	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
			09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			01/20/2011	Board directed staff to CAO to begin foreclosure proceedings			
04/01/2010	10-039	Steve & Donna L. Jenkins	03/18/2010	Board heard case			\$72,760.00
	LEC090705	(Non-Homestead)-Mowing Code	05/03/2010	Staff inspected property - Not in Compliance			
District 3		5770 Japonica Court	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
			01/20/2011	Board directed staff to CAO to begin foreclosure proceedings			
			08/27/2014	Staff inspected property - Not in Compliance			
06/03/2010	10-052	Margaret E. Raines	05/20/2010	Board heard case	\$5,105.00		
	LEC091070	(Homestead)-Junk Code	07/08/2010	Staff inspected property - Not in Compliance			
District 5		5708 Woodvalley Road	07/26/2010	Filed Order Imposing Fine and Notice of Lien			
			12/10/2010	In Compliance. Fine unpaid			
			09/04/2015	Reminder letter mailed			

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08/30/2010	10-079	Patrick O. & Sheryl L. Phillips	08/19/2010	Board heard case	\$523,000.00		
	LEC091164	(Homestead)-Building Code	10/01/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 3		3807 Rolf Drive	10/22/2010	Filed Order Imposing Fine and Notice of Lien			
			09/29/2014	LB1401107 issued			
			08/17/2015	Staff inspected property - Not in Compliance			
			02/27/2015	Reminder letter mailed			
			09/04/2015	Reminder letter mailed			
09/23/2010	10-089	Richard & Angela Messer	09/16/2010	Board heard case	\$76,015.00		
	LEC100244	(Homestead)-Junk Code	10/28/2010	Staff inspected property - Not in Compliance			
District 2		2005 Shady Wood Trail	11/05/2010	Filed Order Imposing Fine and Notice of Lien			
			02/27/2015	Reminder letter mailed			
			09/04/2015	Reminder letter mailed			
09/23/2010	10-090	Richard & Angela Messer	09/16/2010	Board heard case	\$535,000.00		
	LEC100245	(Homestead)-Building Code	11/29/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		2005 Shady Wood Trail	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
11/04/2010	10-099	Sharon Smith	10/21/2010	Board heard case			\$74,545.00
	LEC100291	(Non-Homestead)-Junk Code	12/14/2010	Staff inspected property - Not in Compliance			
District 1		462 Long Pine Drive	01/21/2011	Filed Order Imposing Fine and Notice of Lien			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
10/21/2010	10-100	Sharon Smith	10/21/2010	Board heard case			\$531,905.00
	LEC100301	(Non-Homestead)-Building Code	12/06/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 1		462 Long Pine Drive	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
			05/10/2012	Property is now Non-Homestead			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
08/04/2011	11-029	Life Estate of Geneva Thompson	07/21/2011	Board heard case			\$57,535.00
	LEC100973	(Non-Homestead)-Junk Code	09/08/2011	Staff inspected property - Not in Compliance			
District 3		1015 Gardner Road	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
			07/18/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
08/04/2011	11-030	Sharon Smith	07/21/2011	Board heard case			\$62,025.00
	LEC100958	(Non-Homestead)-Mowing Code	09/08/2011	Staff inspected property - Not in Compliance			
District 1		462 Long Pine Drive	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
			05/10/2012	Property is now Non-Homestead			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			

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10/03/2011	11-049	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$63,030.00
	LEC101039	(Non-Homestead)-Mowing Code	11/15/2011	Staff inspected property - Not in Compliance			
District 1		2433 Windy Pine Way	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
			09/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - Not in Compliance			
10/03/2011	11-050	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$449,750.00
	LEC101040	(Non-Homestead)-Building Code	11/15/2011	Staff inspected property - Not in Compliance			
District 1		2433 Windy Pine Way	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
			09/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
11/04/2011	11-064	Shane S. Laufman	10/20/2011	Board heard case			\$441,250.00
	LEC110141	(Non-Homestead)-Building Code	01/03/2012	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		10497 Elgin Lane	01/19/2012	Filed Order Imposing Fine and Notice of Lien			
			09/18/2014	Tax Deed reflects change in Homestead status			
			09/17/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
02/27/2012	12-002	Arrowhead Consolidated Holdings LLC (New Owner)	02/16/2012	Board heard case			\$57,745.00
	LEC110450	(Non-Homestead)-Junk Code	04/03/2012	Staff inspected property - Not in Compliance			
District 2		7498 Southern Country Ln	04/30/2012	Filed Order Imposing Fine and Notice of Lien			
			09/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-003	Edward Rodgers & Sandra Trahan	01/19/2012	Board heard case			\$58,410.00
	LEC110392	(Non-Homestead)-Junk Code	03/22/2012	Staff inspected property - Not in Compliance			
District 2		368 Post Oak Drive	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
			09/19/2014	Tax Deed reflects change in Homestead status			
			10/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-007	Household Finance Corp	01/19/2012	Board heard case			\$58,410.00
	LEC110447	(Non-Homestead)-Mowing Code	03/22/2012	Staff inspected property - Not in Compliance			
District 2		5017 Saray Way	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
			03/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-008	Christopher M. Shepard	01/19/2012	Board heard case			\$58,410.00
	LEC110333	(Non-Homestead)-Mowing Code	03/22/2012	Staff inspected property - Not in Compliance			
District 2		3641 WW Kelly Road	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
			03/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			

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04/04/2012	12-025	Deloris McCoy	03/15/2012	Board heard case	\$45,950.00		
	LEC110682	(Homestead)-Junk Code	05/09/2012	Staff inspected property - Not in Compliance			
District 5		2308 Lou Ann Court	05/17/2012	Filed Order Imposing Fine and Notice of Lien			
			09/04/20015	Reminder letter mailed			
06/28/2012	12-028	Loretta Williams	06/21/2012	Board heard case			\$53,490.00
	LEC110891	(Non-Homestead)-Junk Code	08/01/2012	Staff inspected property - Not in Compliance			
District 4		4859 Anhinga Lane	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
			08/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
06/28/2012	12-029	Gabe Smith Jr Life Estate	06/21/2012	Board heard case			\$53,490.00
	LEC110892	(Non-Homestead)-Junk Code	08/01/2012	Staff inspected property - Not in Compliance			
District 4		4868 Anhinga Lane	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
			08/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
04/30/2012	12-034	Danny Ray & Joyce M. Hutto	04/19/2012	Board heard case			\$357,500.00
	LEC110792	(Non-Homestead)-Building Code	11/09/2012	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		1832 T and T Road	11/28/2012	Filed Order Imposing Fine and Notice of Lien			
			09/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
08/08/2012	12-049	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case		\$33,070.00	
	LEC120025	(Non-Homestead)-Junk Code	09/13/2012	Staff inspected property - Not in Compliance			
District 5		1349 Blockford Court	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
			09/19/2014	Tax Deed reflects change in Homestead status			
			04/07/2015	In Compliance. Fine unpaid			
08/08/2012	12-050	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case		\$33,070.00	
	LEC120026	(Non-Homestead)-Mowing Code	09/13/2012	Staff inspected property - Not in Compliance			
District 5		1349 Blockford Court	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
			09/18/2014	Tax Deed reflects change in Homestead status			
			04/07/2015	In Compliance. Fine unpaid			
02/18/2013	13-001	Lillian Inez Miller	01/17/2013	Board heard case		\$282,000.00	
	LEC120772	(Non-Homestead)-Repeat Junk Code	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 1		4011 Buster Road	02/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
03/05/2013	13-002	Mary L. Woods	02/21/2013	Board heard case	\$392,750.00		
	LEC120400	(Homestead)	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 2		5018 Sarav Way	02/27/2015	Reminder letter mailed			
		Repeat Junk Code	09/04/2015	Reminder letter mailed			
02/18/2013	13-007	William Parker, April Thompson, Samuel Thompson	01/17/2013	Board heard case		\$45,250.00	
	LEC120565	(Non-Homestead)-Mowing Code	03/19/2013	Staff inspected property - Not in Compliance			
District 2		1911 Sika Deer Dr	06/10/2013	Filed Order Imposing Fine and Notice of Lien			

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03/05/2013	13-016	Evans & Victoria Tettey	02/21/2013	Board heard case	\$44,690.00		
	LEC120237	(Homestead)-Junk Code	04/24/2013	Staff inspected property - Not in Compliance			
District 3		2624 Nez Perce Trail	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
04/10/2013	13-031	Juan A Gibson	03/21/2013	Board heard case		\$315,500.00	
	LEC120629	(Non-Homestead)-Min Housing Code	04/18/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 3		4965 Gearhart Rd	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
06/07/2013	13-040	INA Group (New Owner)	05/16/2013	Board heard case			\$34,995.00
	LEC130068	(Non-Homestead)-Junk Code	08/07/2013	Staff inspected property - Not in Compliance			
District 2		9745 Snail Street	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
			09/18/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/28/2015	New owner notification mailed			
07/31/2013	13-041	Savannah Sanders	07/18/2013	Board heard case			\$283,000.00
	LEC120760	(Non-Homestead)-Building Code	09/03/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 1		1506 Crown Ridge Rd	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
			07/17/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-044	Alicia A. Howell	05/16/2013	Board heard case			\$41,435.00
	LEC130036	(Non-Homestead)-Junk Code	08/07/2013	Staff inspected property - Not in Compliance			
District 1		8486 Colbert Rd	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
			03/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-045	Alicia A. Howell	05/16/2013	Board heard case			\$46,500.00
	LEC130035	(Non-Homestead)-Building Code	08/02/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 1		8486 Colbert Rd	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
			01/09/2014	In Compliance. Fine unpaid			
			03/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-046	INA Group (New Owner)	05/16/2013	Board heard case			\$296,500.00
	LEC130066	(Non-Homestead)-Building Code	08/02/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		9745 Snail Street	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
			09/18/2014	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/15/2013	13-048	James & Kimberly Prine	07/18/2013	Board heard case - Declared property a public nuisance		\$3,075.00	
	LEC130047	(Non-Homestead)-Bldg/Junk/Abatement	08/15/2013	Board heard case - Amendment			
District 2		9523 Lance Rd	10/08/2013	BOCC approved abatement of property			
			10/31/2013	In Compliance. Fine unpaid			
			11/12/2013	Notice-Collection of County Abatement Cost			
			01/17/2014	Filed Order Imposing Fine and Notice of Lien			
07/31/2013	13-051	Atlas FI I SP LTD Partnership	07/18/2013	Board heard case			\$1,495.12
	LEC130148	(Non-Homestead)-Junk Code	09/10/2013	Staff inspected property - Not in Compliance			
District 5		Hill N Dale Dr S	09/19/2013	Filed Order Imposing Fine and Notice of Lien			
			10/10/2013	In Compliance. Fine unpaid			
			08/18/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
07/31/2013	13-053	Petrandis Mortgage & Invest	07/18/2013	Board heard case			\$3,656.56
	LEC130058	(Non-Homestead)-Building Code	09/03/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 3		5055 Crystal Brook Ln	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
			09/13/2013	In Compliance. Fine unpaid			
			07/17/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
09/03/2013	13-059	Charles & SL Fedrick	08/15/2013	Board heard case	\$38,320.00		
	LEC130099	(Homestead)-Junk Code	01/06/2014	Staff inspected property - Not in Compliance			
District 1		4704 Hibiscus Ave	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
10/03/2013	13-075	James M. Skipper	09/19/2013	Board heard case			\$199,000.00
	LEC130241	(Non-Homestead)-Building Code	11/21/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 3		7244 Newfield Drive	05/28/2014	Filed Order Imposing Fine and Notice of Lien			
			11/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
06/24/2015	13-076	Iskcon of Tallahassee, Inc.	09/19/2013	Board heard case		\$148,250.00	
	LEC130271	(Non-Homestead)-Building Code	01/06/2015	Staff inspected property - Not in Compliance			
District 1		4595 Crawfordville Road	03/11/2015	Filed Order Imposing Fine and Notice of Lien			
11/06/2013	13-085	Thomas Schmokel	10/17/2013	Board heard case	\$36,080.00		
	LEC130437	(Homestead)-Junk Code	01/06/2014	Staff inspected property - Not in Compliance			
District 1		810 Brent Drive	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
			02/27/2015	Reminder letter mailed			
			09/04/2015	Reminder letter mailed			

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11/06/2013	13-087	Sabrina Truman	10/17/2013	Board heard case		\$36,080.00	
	LEC130368	(Non-Homestead)-Mowing Code	01/06/2014	Staff inspected property - Not in Compliance			
District 3		5195 Water Valley Dr	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
			08/27/2014	Staff inspected property - Not in Compliance			
			08/21/2015	Tax Deed reflects a change in Homestead status			
12/06/2014	13-098	Joseph F. & G.A. Goodie	11/21/2013	Board heard case		\$148,250.00	
	LEC130382	(Non-Homestead)-Building Code	03/03/2015	Staff inspected property - Not in Compliance			
District 2		4554 Singleton Drive	03/20/2015	Filed Order Imposing Fine and Notice of Lien			
01/31/2014	14-014	Aaron & Rosa Ervin	01/16/2014	Board heard case	\$19,500.00		
	LEC130615	(Homestead)-Building Code	06/20/2014	LB1400711 issued. 90 days from permit issuance to obtain inspections			
District 5		13665 Driftwood Court	02/09/2015	Inspections not obtained. Not in Compliance			
			03/20/2015	Filed Order Imposing Fine and Notice of Lien			
			05/04/2015	In Compliance. Fine unpaid			
05/30/2014	14-020	John Eric Neely	05/15/2014	Board heard case			\$4,335.00
	LEC130731	(Non-Homestead)-Mowing Code	07/01/2014	Staff inspected property - Not in Compliance			
District 2		19532 Ben Talquin Trace	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
			09/22/2014	Tax Deed reflects change in Homestead status			
			10/29/2014	In Compliance. Fine unpaid			
			05/19/2016	Board directed staff to refer case to CAO, to begin foreclosure process			
04/17/2014	14-034	Terry D. Williams	03/20/2014	Board heard case			\$217,000.00
	LEC131072	(Non-Homestead)-Junk Code	05/20/2014	Staff inspected property - Not in Compliance			
District 4		7836 Centerville Rd	05/30/2014	Filed Order Imposing Fine and Notice of Lien			
			01/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
04/17/2014	14-035	Terry D. Williams	03/20/2014	Board heard case			\$30,445.00
	LEC131068	(Non-Homestead)-Building Code	05/20/2014	Staff inspected property - Not in Compliance			
District 4		7836 Centerville Rd	05/30/2014	Filed Order Imposing Fine and Notice of Lien			
			01/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
04/17/2014	14-036	Terry D. Williams	03/20/2014	Board heard case			\$30,445.00
	LEC131069	(Non-Homestead)-Mowing Code	05/20/2014	Staff inspected property - Not in Compliance			
District 4		7836 Centerville Rd	05/30/2014	Filed Order Imposing Fine and Notice of Lien			
			01/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			

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04/29/2014	14-042	Ronald Singleton	04/17/2014	Board heard case	\$29,990.00		
	LEC130861	(Homestead)-Junk Code	06/03/2014	Staff inspected property - Not in Compliance			
District 1		4030 Morgan Road	09/18/2014	Filed Order Imposing Fine and Notice of Lien			
			09/04/2015	Reminder letter mailed			
04/29//2014	14-044	Cedrick Frazier	04/17/2014	Board heard case	\$6,435.00		
	LEC130944	(Non-Homestead)-Junk Code	09/16/2014	Staff inspected property -Not in Compliance			
District 1		4025 Bishop Rd.	09/23/2014	Filed Order Imposing Fine and Noice of Lien.			
			01/26/2015	In Compliance. Fine unpaid			
			02/19/2015	Board reduced fine from \$6435 to \$120 to be paid within 3 months or reverts to the original fine amount			
			05/20/2015	Reduced fine amount not paid. Fine reverts to original amount			
05/30/2014	14-050	Tina Louise Tongen	05/15/2014	Board heard case			\$28,940.00
	LEC131093	(Non-Homestead)-Junk Code	07/01/2014	Staff inspected property - Not in Compliance			
District 3		1676 Talpeco Road	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
			08/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
05/30/2014	14-051	Tina Louise Tongen	05/15/2014	Board heard case			\$28,940.00
	LEC131094	(Non-Homestead)	07/01/2014	Staff inspected property - Not in Compliance			
District 3		1676 Talpeco Road	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	02/19/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			08/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
08/06/2014	14-062	Emmett L. and Richard L. Owens	07/17/2014	Board heard case	\$26,525.00		
	LEC130799	(Homestead)-Junk Code	09/16/2014	Staff inspected property- Not in Compliance			
District 5		3628 Chaires Cross Road	09/19/2014	Filed Order Imposing Fine and Notice of Lien.			
09/03/2016	14-074	Lizzetta Denise and Gregory O'Keith	08/21/2014	Board heard case	\$25,020.00		
	LEC131132	(Homestead)-Junk Code	10/14/2014	Staff inspected property- Not in Compliance			
District 1		8004 Pin Oak Road	11/21/2014	Filed Order Imposing Fine and Notice of Lien.			
10/08/2014	14-089	Robert Strong	09/18/2014	Board heard case	\$1,185.00		
	LEC140085	(Homestead)-Junk Code	11/13/2014	Staff inspected property - Not in Compliance			
District 1		1795 Monday Court	11/21/2014	Filed Order Imposing Fine and Notice of Lien			
			12/11/2014	In Compliance. Fine unpaid			

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10/30/2014	14-096	Robert Lee Williams Life Estate, Brenda Arnett & Elizabeth Williams	10/16/2015	Board heard case	\$21,520.00		
	LEC140032	(Homestead)-Junk Code	02/03/2015	Staff inspected property - Not in Compliance			
District 2		9821 Fair Oaks Ln	03/20/2015	Filed Order Imposing Fine and Notice of Lien			
12/02/2014	14-101	B. J. Coulter Properties LLC	11/20/2014	Board heard case		\$22,360.00	
	LEC131201	(Non-Homestead)-Junk Code	01/07/2015	Staff inspected property - Not in Compliance			
District 1		8107 Turkey Oak Court	01/16/2015	Filed Order Imposing Fine and Notice of Lien			
12/02/2014	14-102	Jamie Hargrove	11/20/2014	Board heard case			\$22,360.00
	LEC131184	(Non-Homestead)-Mowing Code	01/07/2015	Staff inspected property - Not in Compliance			
District 1		8417 Blackjack Road	01/16/2015	Filed Order Imposing Fine and Notice of Lien			
			05/19/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
01/28/2015	15-008	Estella Minnis	01/15/2015	Board heard case.			\$145,000.00
	LEC140022	(Non-Homestead)-Building Code	12/15/2015	Filed Order Imposing Fine and Notice of Lien			
District 3		2908 Sharer Road	09/15/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
03/16/2015	15-019	DW Property, Inc.	02/19/2015	Board heard case.		\$18,755.00	
	LEC140535	(Non-Homestead)-Junk Code	04/21/2015	Staff inspected property, Not in Compliance			
District 1		2528 Shadowwood Drive	05/26/2015	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st Notice of possible foreclosure			
03/16/2015	15-020	Thoedore Gary, Franklin Green & Virginia Gary	02/19/2015	Board heard case.		\$15,222.82	
	LEC140252	(Non-Homestead)-Mowing Code	04/21/2015	Staff inspected property, Not in Compliance			
District 3		4139 B Williams Lane	05/26/2015	Filed Order Imposing Fine and Notice of Lien			
04/07/2015	15-026	Brianna C. Millsaps	03/19/2015	Board heard case.		\$94,750.00	
Amended Order	LEC140513	(Non-Homestead)-Building Code	08/20/2015	Board heard case. Granted an extension of time.			
08/31/2015		6917 Tommy Lee Trail	01/21/2016	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 4			10/20/2016	Board directed staff to send 1st notice.			
05/07/2015	15-024	Katia White & Claribel Cantillo	04/16/2015	Board heard case.		\$17,005.00	
	LEC140718	(Non-Homestead)-Junk Code	06/09/2015	Staff inspected property, Not in Compliance			
District 1		114 Ponce De Leon	08/06/2015	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
05/07/2015	15-027	Katia White & Claribel Cantillo	04/16/2015	Board heard case.		\$17,005.00	
	LEC140719	(Non-Homestead)-Mowing Code	06/09/2015	Staff inspected property, Not in Compliance			
District 1		114 Ponce De Leon	08/06/2015	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
05/07/2015	15-028	Sharon D. Dubose	04/16/2015	Board heard case.	\$17,005.00		
	LEC140706	(Homestead)-Junk Code	06/09/2015	Staff inspected property, Not in Compliance			
District 1		4708 Hibiscus Avenue	08/06/2015	Filed Order Imposing Fine and Notice of Lien			

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06/15/2015	15-036	Gloria Y. & Clarence G. Washington	05/21/2015	Board heard case.		\$15,710.00	
	LEC140764	(Homestead)-Junk Code	07/21/2015	Staff inspected property, Not in Compliance			
District 1		1444 Breck Drive	08/06/2015	Filed Order Imposing Fine and Notice of Lien			
09/28/2015	15-043	Kenneth W. Klotz, Jr. and Jessica Renee Arnold	09/17/2015	Board heard case.			\$76,750.00
	LEC140739	(Non-Homestead)-Building Code	11/28/2015	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		5927 Red Deer Lane	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			07/21/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
06/03/2016	15-045	Torres F. Lebrun	07/16/2015	Board heard case.	3,145.00		
	LEC150106	(Homestead)-Junk Code	10/15/2015	Board Granted Extension, amended deadline April 26, 2016			
District 2		1567 Van Delia Road	05/19/2016	Board Granted Extension, amended deadline September 4, 2016			
			11/16/2016	Filed Order Imposing Fine and Notice of Lien			
08/31/2015	15-048	Audrey Bailey	08/20/2015	Board heard case.		\$12,840.00	
	LEC140962	(Homestead)-Junk Code	11/05/2015	Staff inspected property, Not in Compliance			
District 2		2712 Junture Drive	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
07/30/2015	15-050	Robert L. Nute and O.L. Nute	07/16/2015	Board heard case.		\$13,960.00	
	LEC150204	(Non-Homestead)-Mowing Code	09/02/2015	Staff inspected property, Not in Compliance			
District 5		2065 Foshalee Drive	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
07/31/2015	15-051	William D. Watson	07/16/2015	Board heard case.		\$104,500.00	
	LEC140740	(Non-Homestead)-Minimum Housing	08/11/2015	Staff inspected property, Not in Compliance			
District 3		5729 Eunice Court	08/21/2015	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
08/31/2015	15-055	Wesley K. Messer	08/20/2015	Board heard case.	\$12,840.00		
	LEC150677	(Homestead)-Mowing Code	10/07/2015	Staff inspected property, Not in Compliance			
District 4		3229 Gallant Fox Trail	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
09/28/2015	15-056	Robert H. Ross Estate and Janice S. Ross	09/17/2015	Board heard case.		\$10,000.00	
	LEC150339	(Non-Homestead)-Junk Code	11/03/2015	Staff inspected property, Not in Compliance			
District 3		3092 Pleasant Court	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
09/01/2015	15-060	Korbin & Phyliss Laiminger	08/20/2015	Board heard case.		\$109,250.00	
	LEC150580	(Non-Homestead)-Repeat Mowing Code	10/28/2015	Filed Order Imposing Fine and Notice of Lien			
District 2		3250 Lakeview Drive	10/20/2016	Board directed staff to send 1st notice.			
09/01/2015	15-062	Mellie Delores Clark	08/20/2015	Board heard case.			\$218,000.00
	LEC150675	(Non-Homestead)-Repeat Building Code	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
District 4		6636 Tim Tam Trail	04/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			

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08/31/2015	15-065	C.J. and Patricia Ann Johnson	08/20/2015	Board heard case.		\$12,840.00	
	LEC150167	(Non-Homestead)-Junk Code	10/02/2015	Staff inspected property, Not in Compliance			
District 1		3624 Robin Road	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
08/31/2015	15-067	Christa Ross	08/20/2015	Board heard case.		\$12,840.00	
	LEC150168	(Non-Homestead)-Junk Code	10/02/2015	Staff inspected property, Not in Compliance			
District 1		3653 Robin Road	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
08/31/2015	15-068	Christa Ross	08/20/2015	Board heard case.		\$12,840.00	
	LEC150169	(Non-Homestead)-Mowing Code	10/02/2015	Staff inspected property, Not in Compliance			
District 1		3653 Robin Road	11/05/2015	Filed Order Imposing Fine and Notice of Lien			
12/08/2015	15-070	Betty Sue Forbes	10/15/2015	Board heard case.	\$1,115.00		
	LEC150547	(Homestead)-Junk Code	12/01/2015	Staff inspected property, Not in Compliance			
District 1		4297 Slash Pine Lane	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			01/05/2016	In Compliance. Fine unpaid			
09/28/2015	15-080	Fred Simpson Watford	09/17/2015	Board heard case.		\$15,000.00	
	LEC150254	(Non-Homestead)-Building Code	11/13/2015	Staff inspected property, Not in Compliance			
District 2		3427 Whippoorwill Drive	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			12/30/2015	In Compliance. Fine unpaid			
08/03/2016	15-090	Richard L. and Tatyana I. Geshwiller	07/21/2016	Board heard case.		\$6,750.00	
	LEC150693	(Non-Homestead)-Building Code	09/16/2016	Staff checked PETS, Not in Compliance			
		9301 Tuscany Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
10/28/2015	15-091	Arlene McCloud and James Kelley, Jr.	10/15/2015	Board heard case.		\$76,500.00	
	LEC140642	(Non-Homestead)-Building Code	11/29/2015	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		10056 Spring Sink Road	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
10/28/2015	15-092	Robert C. Strong	11/15/2015	Board heard case.	\$6,750.00		
	LEC150960	(Homestead)-Repeat Junk Code	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		1795 Monday Court	11/20/2015	In Compliance. Fine unpaid			
12/08/2015	15-096	James and Elaine Williams	11/19/2015	Board heard case.		\$9,375.00	
	LEC150472	(Non-Homestead)-Junk Code	01/12/2016	Staff inspected property, Not in Compliance			
District 1		1446 Craft Street	01/21/2016	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st Notice			
12/08/2015	15-098	GTE Federal Credit Union	11/19/2015	Board heard case.		\$9,375.00	
	LEC150771	(Non-Homestead)-Mowing Code	01/11/2016	Staff inspected property, Not in Compliance			
District 3		3978 Breezee Court	01/21/2016	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
12/08/2015	15-099	Hortencia V. Martinez	11/19/2015	Board heard case.			\$9,375.00
	LEC150843	(Non-Homestead)-Mowing Code	01/12/2016	Staff inspected property, Not in Compliance			
District 1		4717 Center Drive	01/21/2016	Filed Order Imposing Fine and Notice of Lien			
			07/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			

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12/08/2015	15-100	James and Elaine Williams	11/19/2015	Board heard case.		\$66,500.00	
	LEC150574	(Non-Homestead)-Building Code	01/12/2016	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 1		1446 Craft Street	01/21/2016	Filed Order Imposing Fine and Notice of Lien			
			10/20/2016	Board directed staff to send 1st notice.			
03/31/2016	16-011	Ekika Hayes	02/18/2016	Board heard case.		\$6,470.00	
	LEC150719	(Non-Homestead)-Junk Code	04/12/2016	Staff inspected property, Not in Compliance			
District 1		4006 Morgan Road	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
01/25/2016	16-013	Gloria G. Sheffield	01/21/2016	Board heard case.		\$10,000.00	
	LEC150611	(Non-Homestead)-Building Code	03/08/2016	Staff Checked PET, No Permit, Not in Compliance.			
District 2		1847 Rodrigue Lane	03/31/2016	Filed Order Imposing Fine and Notice of Lien			
03/01/2016	16-016	Donald Rushing	02/18/2016	Board heard case.	\$5,420.00		
	LEC150951	(Homestead)-Junk Code	05/03/2016	Staff inspected property, Not in Compliance			
District 1		805 Brent Drive	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
03/01/2016	16-023	West Haven Mortgage, LLC	02/18/2016	Board heard case.		\$5,420.00	
	LEC150855	(Non-Homestead)-Junk Code	08/04/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		West Haven Mobile Home Park					
03/01/2016	16-026	John H. Vardakas and Nicole L. Vardakas	02/18/2016	Board heard case.	\$6,470.00		
	LEC150821	(Homestead)-Junk Code	03/31/2016	Staff inspected property, Not in Compliance			
District 5		2103 Plantation Forest Drive	05/04/2016	Staff inspected property, Not in Compliance			
			06/06/2016	Filed Order Imposing Fine and Notice of Lien			
03/31/2016	16-028	Talvia D. Still	03/17/2016	Board heard case.	\$5,385.00		
	LEC151155	(Homestead)-Junk Code	05/03/2016	Staff inspected property, Not in Compliance			
District 1		8469 Titus Lane	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
04/28/2016	16-032	Horace Sheffield, Sr. and Gloria G. Sheffield	04/21/2016	Board heard case.		\$4,750.00	
	LEC160303	(Non-Homestead)-Repeat Junk Code	04/18/2016	Staff inspected property, In Compliance, fine unpaid			
District 2		8565 Belk Drive W	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
03/31/2016	16-036	Arrowhead Consolidated Holdings, LLC	03/17/2016	Board heard case.	\$5,385.00		
	LEC151149	(Non-Homestead)-Mowing Code	05/09/2016	Staff inspected property, Not in Compliance			
District 2		7498 Southern Country Lane	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
03/31/2016	16-037	Ronald S. and Yolanda K. Ferris	03/17/2016	Board heard case.	\$5,420.00		
	LEC150952	(Homestead)-Mowing Code	05/09/2016	Staff inspected property, Not in Compliance			
District 2		3125 Lakeview Drive	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
04/28/2016	16-042	Horace B. Sheffield and Gloria G. Sheffield	04/21/2016	Board heard case.		\$17,250.00	
	LEC160225	(Non-Homestead)-Repeat Junk Code	05/09/2016	Staff inspected property, In Compliance, fine unpaid			
District 2		8509 Lake Atkinson Drive	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
04/28/2016	16-043	Gloria G. Sheffield	04/21/2016	Board heard case.		\$53,000.00	
	LEC160226	(Non-Homestead)-Repeat Junk Code	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		8510 Lake Atkinson Drive					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
04/28/2016	16-057	Horace Sheffield, Sr. and Gloria G. Sheffield	04/21/2016	Board heard case.		\$5,250.00	
	LEC160302	(Non-Homestead)-Repeat Junk Code	04/20/2016	Staff inspected property, In Compliance, fine unpaid			
District 2		8568 Belk Drive W	06/06/2016	Filed Order Imposing Fine and Notice of Lien			
06/03/2016	16-058	Leslie O. Ceballos	05/19/2016	Board heard case.		\$3,075.00	
	LEC160111	(Non- Homestead)-Junk Code	07/12/2016	Staff inspected property, Not in Compliance			
District 3		5100 Meadowlark Lane	07/22/2016	Filed Order Imposing Fine and Notice of Lien			
06/03/2016	16-059	John Coulter	05/19/2016	Board heard case.		\$1,990.00	
	LEC160115	(Non- Homestead)-Junk Code	07/12/2016	Staff inspected property, Not in Compliance			
District 3		5068 Meadowlark Lane	07/22/2016	Filed Order Imposing Fine and Notice of Lien			
			08/30/2016	Staff inspected property, In Compliance, fine unpaid			
08/03/2016	16-068	Peter F. Phillips	07/21/2016	Board heard case.	\$1,010.00		
	LEC160173	(Homestead)-Junk Code	09/20/2016	Staff inspected property, Not in Compliance			
District 3		4118 Sonnet Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
06/03/2016	16-071	Vikas Kapoor	05/19/2016	Board heard case.		\$3,075.00	
	LEC160171	(Non- Homestead)-Junk Code	07/15/2016	Staff inspected property, Not in Compliance			
District 2		7519 Big Horn Street	07/22/2016	Filed Order Imposing Fine and Notice of Lien			
			09/07/2016	Staff inspected property, Not in Compliance			
08/03/2016	16-075	Geraldine H. Waltermon	07/21/2016	Board heard case.		\$1,010.00	
	LEC160112	(Non-Homestead)-Mowing Code	09/20/2016	Staff inspected property, Not in Compliance			
District 3		5098 Meadowlark Lane	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
08/03/2016	16-076	Geraldine Waltermon	07/21/2016	Board heard case.		\$6,750.00	
	LEC160113	(Non-Homestead)-Building Code	09/20/2016	Staff inspected property, No Change			
District 3		5098 Meadowlark Lane	10/19/2016	Staff checked PETS, No Permit			
			11/16/2016	Filed Order Imposing Fine and Notice of Lien			
08/03/2016	16-077	Greg McKee	07/21/2016	Board heard case.		\$1,010.00	
	LEC160273	(Non-Homestead)-Junk Code	09/07/2016	Staff inspected property, Not in Compliance			
District 2		424 Ravensview Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
08/03/2016	16-080	Susan Kennedy	07/21/2016	Board heard case.	\$1,010.00		
	LEC160081	(Homestead)-Junk Code	09/22/2016	Staff inspected property, Not in Compliance			
District 5		2193 Pineland Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
					\$4,292,820.00	\$1,839,417.82	\$10,270,686.68
		GRAND TOTAL					\$16,402,924.50
		TOTAL NUMBER OF CEB CASES	141				
As of 09/30/2016							

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY

ACTIVITY	10-11	11-12	12-13	13-14	14-15	15-16
Breakdown of Cases Heard:						
EMA Code	6	1	0	1	0	0
Junk Code	27	31	27	47	36	67
Zoning	1	0	0	2	1	2
Building	15	14	12	8	3	5
Unsafe Building	11	9	18	7	7	11
Electrical Code	0	0	0	0	0	0
Minimum Housing	1	0	2	5	2	4
Mowing	8	6	11	20	16	22
Flithy Fluids	0	0	0	0	0	0
Total Cases Heard by CEB	69	61	70	90	65	111
Cases Dismissed	0	1	0	0	0	0
Cases Withdrawn	1	0	2	3	2	2
In Compliance	0	0	1	0	0	0
Staff Reconsideration	0	0	1	3	2	0
Change of Ownership	0	0	0	0	0	0
Deadline not Expired	6	4	9	17	11	16
Cases Found in Compliance by CEB deadline	21	32	35	42	28	57
Cases not Found in Compliance by CEB deadline	23	21	21	26	26	31
Board Assessed Fines	\$466,365	\$312,220	\$464,290	\$193,015	\$171,230	\$1,111,170
Staff Recommended-Reductions	\$0	\$0	\$0	\$199,115	\$61,765	\$62,500
Board Action-Reductions	\$449,545	\$1,141,170	\$897,515	\$499,945	\$615,050	\$567,224
Fines Collected*	\$13,130	\$12,680	\$18,020	\$4,540	\$13,680	\$22,696.88

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

**CASES REFERRED TO CAO FOR FORECLOSURE ON NON-HOMESTEAD PROPERTIES
FY 2015-2016**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ADDRESS	FINE AMOUNT	DATE REFERRED TO CAO
11/20/2014	14-102 LEC131184	Jamie Hargrove	8417 Blackjack Road Not in Compliance	\$25,230.00	05/19/2016
05/15/2014	14-020 LEC130731	John Eric Neely	19532 Ben Talquin Trace Not in Compliance	\$4,335.00	05/19/2016
07/15/2004	04-009 LEC020647	Anita H. Kirkland	1307 Southern Street Not In Compliance	\$156,480.00	04/21/2016
08/20/2015	15-062 LEC150675	Mellie Delores Clark	6636 Tim Tam Trail Not in Compliance	\$259,000.00	04/21/2016
07/19/2007	07-093 LEC060603	Ensley Lee Marks, Sr.	10715 Tebo Trail Not in Compliance	\$811,750.00	09/15/2016
01/15/2015	15-008 LEC140022	Estella Minnis	2908 Sharer Road Not in Compliance	\$165,500.00	09/15/2016
09/07/2015	15-043 LEC140739	Kenneth W. Klotz, Jr. and Jessica Renee Arnold	5927 Red Deer Lane Not in Compliance	\$97,250.00	07/21/2016
11/19/2015	15-099 LEC150843	Hortencia V. Martinez	4717 Center Drive Not in Compliance	\$12,245.00	07/21/2016
07/18/2013	13-051 LEC130148	Atlas FL I SP LTD Partnership ADA Jones Wilson, LLC	Hill N Dale Drive S Not in Compliance	\$1,495.12	08/18/2016
01/19/2012	12-003 LEC110392	Edward Rodgers and Sandra Trahan	368 Post Oak Drive Not in Compliance	\$61,280.00	10/15/2016
			Grand Total	\$1,594,565.12	

NOTE: Fine amount reflects the amount accrued at the end of FY 14/15.

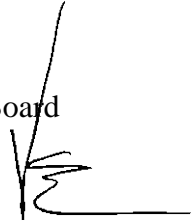
**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

March 7, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Status Report on Leon County's Employee Volunteer Services Program

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Jeri Bush, Director, Volunteer Services

Statement of Issue:

As requested by the Board at the Annual Retreat, this item presents a status report on mentoring opportunities for County employees. Through the County's Employee Volunteer Services Program employees are provided the opportunity to serve as mentors to youth and/or volunteer with local human service agencies.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option # 1: Accept the status report on Leon County's Employee Volunteer Services Program.

Report and Discussion

Background:

At its December 12, 2016 Annual Retreat, the Board requested a status report on existing and potential mentoring opportunities for County employees.

Analysis:

In October 1999, Governor Jeb Bush launched the Governor's Mentoring Initiative in an effort to recruit 200,000 Floridians to become volunteer mentors. State employees were granted up to one hour of administrative leave per week to participate in the Governor's Mentoring Initiative which also included participating in community service programs that met child, elder or human needs.

Subsequently, on March 14, 2000, the Board established Leon County's Employee Volunteer Services Program (Program) and revised the Leon County Personnel Policies and Procedures to reflect this policy that promotes and encourages County employees to serve as volunteers and/or mentors in the community. Under Section VII 7.19-E, "Attendance and Leave of the Personnel Policy and Procedures," full-time employees may be granted up to one hour of Administrative Leave per week, not to exceed five hours per calendar month, to participate in the Employee Volunteer Services Program at an agency/organization approved by Volunteer Services (Attachment #1).

Employees can find a list of approved volunteer opportunities, through VolunteerLEON's "Get Connected", a web-based portal that matches volunteers with the needs of organizations. Supervisor approval is required prior to participating in the Program. The process requires the employees to complete and submit a Volunteer Services Project Enrollment form to their supervisor. Upon approval, the employee may begin their volunteer service. Employees are required to complete a time sheet with the organization and also complete a Leon County Leave/Compensation Request form noting the number of hours spent in volunteer service.

Currently 45 County employees actively participate in the Program. Over the life of the Program, dozens of additional employees have participated. Employees serve as mentors and tutors in Leon County schools, Guardian Ad Litem and Big Brothers Big Sisters of the Big Bend. Employees may also volunteer as an office team. For example, employees from the Office of Human Service and Community Partnerships and employees from the Office of Intervention and Detention Alternatives both deliver meals through Elder Care Services "Meals on Wheels Program" on a weekly rotating schedule.

Currently, Volunteer Services promotes the Program to County employees during the Annual Employee Wellness & Benefits Fair. Additionally, information about the Program is included as part of Human Resources' New Employee Orientation Packets. In order to increase County employee participation, Volunteer Services is working with the Wellness Coordinator to schedule future "Lunch and Learn" sessions highlighting opportunities to serve as mentors with area organizations. An outreach campaign to encourage employee participation in the Program will be implemented prior to the start of each K-12 school year.

The Program serves to encourage County employees to engage in the community through youth mentoring and volunteer service with local schools and non-profit organizations.

Options:

1. Accept the status report on Leon County's Employee Volunteer Services Program.
2. Do not accept the status report on Leon County's Employee Volunteer Program.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Section VII 7.19-E Attendance and Leave of the Personnel Policy and Procedures

**SECTION VII
ATTENDANCE AND LEAVE**

11.01

7.18.1 Disaster Leave

- A. An employee who is a Certified Disaster Service Volunteer of the American Red Cross may be granted a leave of absence with pay for not more than fifteen (15) working days in any twelve (12)-month period to participate in specialized disaster relief services for the American Red Cross. Such leave of absence may be granted upon the request of the American Red Cross and upon the approval of the County Administrator. An employee, granted leave under this section, should not be deemed to be an employee of the County for purposes of workers' compensation. Leave under this policy shall be granted only for services related to a disaster occurring within the boundaries of the State of Florida.

- B. An employee who is a Volunteer Firefighter with a Volunteer Fire Department may be granted a leave of absence with pay for not more than fifteen (15) working days in any twelve (12)-month period to participate in specialized disaster relief services. The Volunteer Fire Department must be part of a group that has been activated by the State of Florida. The request to utilize the employee in disaster relief must be requested by the Volunteer Fire Department Chief. Upon approval of the County Administrator, the employee shall be released from duty to participate in the disaster relief. An employee, granted leave under this section, shall not be deemed to be an employee of the County for any purpose, including, but not limited to, workers' compensation laws. Leave under this policy shall be granted only for those services related to a disaster occurring within the boundaries of the State of Florida.

Employees requesting to volunteer to work in disaster relief services must contact Human Resources for the request form and obtain approval from the County Administrator

7.19 Administrative Leave

Administrative Leave is either paid leave or unpaid leave and will not be considered for the purposes of overtime calculation. Approval of Administrative Leave with pay is limited to an amount necessary to bring the employee to full pay (40 hours of work in the workweek or pro-rated for part-time employees). In no case can the approval of Administrative Leave cause the employee to exceed the number of hours s/he is normally scheduled in the workweek. The only exception is for those employees required to work during state of emergency situations, please reference Section 5.13.

SECTION VII ATTENDANCE AND LEAVE

11.01

Administrative Leave may be authorized for the following reasons:

- A. Court - An employee who is summoned as a member of a jury panel or is subpoenaed as a witness, not involving personal litigation, shall be granted leave with pay. EMS employees who are subpoenaed as a witness for another employer will not receive Administrative Leave and will not be paid by Leon County for the time served in court. Employees shall not be reimbursed by the County for meals, lodging, or travel expenses incurred while serving as a juror or witness. The employee shall be required to submit a copy of the summons or subpoena when requesting this type of administrative leave.
- B. Donating Blood - An employee may be granted up to two (2) hours of leave with pay for the purpose of donating blood.
- C. Death in Immediate Family - An employee shall, upon request, be granted three (3) workdays of leave with pay on the death of a member of the employee's immediate family. Sick leave may also be used for death in the immediate family (refer to Section I for definition of Immediate Family).
Employees must notify the supervisor of the deceased relative's name and relationship to the employee. Proof of the death may be requested by the supervisor.
- D. Natural Disasters - The County Administrator or designee shall have the authority to close County offices due to natural disasters such as hurricanes, tornadoes, or floods. All employees affected shall be granted Administrative Leave with pay for the hours they would have normally been scheduled to work during such "state of emergency". Refer to Section 5.13, Emergency Guidelines for Compensation, Work Hours and Work Assignments, for eligibility to receive Administrative Leave. The length of Administrative Leave granted will be determined by the County Administrator. For extended periods of disasters, employees may be required to use their own personal leave.
- E. Leon County Employee Volunteer Services Program, "PROJECT LEAD" (Leon Employees Are Dedicated) - Each full-time employee may be granted up to one (1) hour of Administrative Leave per week, not to exceed five hours per calendar month, to participate in PROJECT LEAD.

Approved volunteer opportunities are listed on the Leon County Volunteer Services website, www.volunteerleon.org, and may include the following school or community volunteer activities; mentoring, tutoring, guest speaking, mediating, and Red Cross Disaster volunteering when participating in an established program serving a school district or community agency and providing any related services that meet human needs under the direction of the program or volunteer coordinator.

**SECTION VII
ATTENDANCE AND LEAVE**

11.01

The supervisor may approve the aggregated use of up to four (4) hours in any calendar month, provided the department head or the department head's designee deems such usage appropriate for the delivery of services under the previous paragraph. In such cases, no further Administrative Leave shall be granted pursuant to the previous paragraph until one week has elapsed for every additional hour taken in the aggregate. For example, if an employee volunteers for four (4) hours in one day, he/she must wait four (4) weeks before volunteering again.

In granting Administrative Leave for any purpose under this section, the supervisor shall take into consideration the impact of such leave on the employees' work unit.

- F. Election Volunteer - Up to eight (8) hours of administrative leave, with pay, may be granted by the County Administrator (or designee) to non-OPS employees who, on a regularly scheduled County workday, serve as an elections day poll worker for the Leon County Supervisor of Elections. Eight (8) hours is the maximum number of Administrative Leave hours that will be awarded to an employee for serving as a poll worker on an election day, regardless of the number of hours an employee is regularly scheduled to work that day. Administrative Leave hours for part-time employees will be prorated. Each request must be submitted in writing to the employee's supervisor who, upon consideration and approval will forward it to the County Administrator, or designee. Advance approval, by both the employee's supervisor and the County Administrator, or designee, is required for leave authorization. The approved request must be attached to the employee's time sheet (or leave/compensation request form) and submitted to payroll for payment.
- G. Arrests/Investigations - In accordance with Section 2.16, an employee who has been arrested, who is the subject of a criminal investigation, or who is participating in an internal County investigation, may temporarily be assigned other duties if deemed advisable, or may be placed on administrative leave, with or without pay, if the employee's absence from the work location is deemed appropriate. The period of the temporary assignment or the Administrative Leave shall not exceed 30 working days for each investigation. Administrative Leave may be granted by department/division directors upon consultation and approval of the Human Resources Director. Each request shall be immediately reported in writing by the Human Resources Director to the County Administrator for final approval.
- H. Other reasons - Administrative Leave may be granted by the Board or by the County Administrator for education and other job related purposes not paid for or provided by the County policy, when such leave is deemed of benefit to the operations of the County government.

Leave shall be authorized in writing and documented on the official Leave/Compensation Request Form or on the official time sheet.

Leave credit shall be accrued during such periods of paid leave.

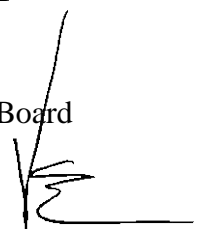
**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

March 7, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Supervised Pretrial Release Division's Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Teresa Broxton, Director, Office of Intervention and Detention Alternatives James Crum, Pretrial Release Supervisor

Statement of Issue:

This agenda item seeks the Board's acceptance of the Supervised Pretrial Release Division's Annual Report in compliance with the Citizens Right to Know Act, section 907.043, Florida Statutes (2016).

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Supervised Pretrial Release Division's Annual Report (Attachment #1), and authorize staff to submit to the Clerk of the Circuit Court and Comptroller for Leon County.

Report and Discussion

Background:

Section 907.043, Florida Statutes, cited as the "Citizens Right to Know Act," requires Pretrial Release Programs to provide the Clerk of Circuit Court and Comptroller for Leon County a weekly registry of all defendants who were released into the Program without a monetary bond (non-secured release). The registry must contain information such as prior criminal convictions, the current charges against each defendant and any subsequent failures to appear for the defendants released into the Program. Further, the document must contain annual program activity including funding sources, the number of defendants assessed, as well as those granted pretrial release by the Courts.

In compliance with subsection 4(b) of the Act, Attachment #2 contains the names and case numbers of each person granted non-secured release, who had warrants issued for failing to appear at a required Court proceeding, acquiring a new arrest, or committing a technical violation of pretrial release conditions.

Additionally, the statute requires each Pretrial Release Program to submit an annual report to its governing body and the Clerk of Circuit Court and Comptroller. The report summarizes activities within the calendar year.

Analysis:

Program activities between January 1 and December 31, 2016 reflect the following:

- Of the 9,860 defendants arrested and booked into the Leon County Jail, 1,829 were interviewed, (personal demographic information obtained and a criminal history background summary was prepared for the court).
- Of the 1,829 interviewed, 1,471 were further assessed for release in accordance with criteria outlined in Administrative Order 2006-02.
- 1,117 defendants, or 76% of those assessed, were placed under the supervision of pretrial release for monitoring of court ordered conditions based upon eligibility criteria established by the judiciary. The program supervised an additional 77 (7%) more defendants than in the previous year.
 - 92% of supervised defendants attended all required court proceedings.
 - 73% of supervised defendants had no incidents, were still enrolled, or had completed the program at the end of the calendar year. This number remained consistent with the previous year.
 - 27% of supervised defendants violated their release conditions.
 - 14% (158) of supervised defendants were reported to the court as unsuccessful due to technical issues, such as failing to abstain from or testing positive for illegal drugs or alcohol, failing to adhere to curfew, or failing to conform to other rules designed to ensure effective monitoring. This reflects a 2% (5) decrease from in the previous year.

- 5% (51) committed a new law offense.
- 8% (94) failed to appear.
- 75% of violators posted a monetary bond as a condition of release.

During the 2016 calendar year, the Supervised Pretrial Release Program diverted an estimated 166,440 inmate days from the Leon County Jail. The attached report demonstrates the value of the Program and satisfies the state reporting requirements under the Citizens Right to Know Act. Pending Board approval, the report will be provided to the Clerk of the Circuit Court and Comptroller for public viewing and inspection.

Options:

1. Accept the Supervised Pretrial Release Division's Annual Report (Attachment #1), and authorize staff to submit to the Clerk of Circuit Court and Comptroller for Leon County.
2. Do not accept the Supervised Pretrial Release Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Narrative of Supervised Pretrial Release Annual Report
2. Public Registry Detail List of Violators

*LEON COUNTY BOARD OF COUNTY COMMISSIONERS
SUPERVISED PRETRIAL RELEASE PROGRAM
ANNUAL REPORT*



January 1, 2016 – December 31, 2016

In compliance with Section 907.043, Florida Statutes

In compliance with Section 907.043, Florida Statutes, also known as the Citizens' Right-to-Know Act, each pretrial release program must submit an annual report for the previous calendar year to the governing body and to the Clerk of the Circuit Court in the county where the pretrial release program is located. The annual report must be submitted no later than March 31st of every year. This report is submitted in compliance with the aforementioned legislation. The information requested by the statute, which is in bold letters and italicized, is included prior to each response. The statute is also attached for reference.

4(b)1. The name, location, and funding sources of the pretrial release division, including the amount of public funds, if any, received by the pretrial release division.

The Leon County Supervised Pretrial Division is located at 501-C Appleyard Drive, Tallahassee, Florida 32304.

Funding sources for the Supervised Pretrial Release (SPTR) Division include both local general revenue and federal grant funds. A total of \$1,129,194.45 was received from these sources.

2. The operating and capital budget of each pretrial release program receiving public funds

The operating budget from public funds was \$1,129,194.45; there was no capital cost associated with the program.

3a. The percentage of the pretrial release program's total budget representing receipt of public funds

The percentage of the pretrial release program's total budget representing receipt of public funds was 89%.

b. The percentage of the total budget which is allocated to assisting defendants obtain release through a nonpublicly funded program.

Revenues were not allocated to assist defendants to obtain release through a non-publicly funded program.

c. The amount of fees paid by defendants to the pretrial release program.

The amount of fees paid by defendants to the pretrial release program total \$129,571.50. Fees included \$40 monthly supervision costs unless waived by the Court. Defendants assigned electronic monitoring were required to pay: \$12 per day for a Secure Continuous Remote Alcohol Monitor (SCRAM) unit. These fees helped to support the program and offset revenues expended from public funds.

4. *The number of persons employed by the pretrial release program.*

The number of persons employed by the Division totaled 12 staff members during 2016. This included one full-time equivalent (FTE) employee funded through a grant. SPTR staff was responsible for all administrative and operations tasks.

5. *The number of defendants interviewed and assessed for pretrial release.*

The number of defendants interviewed and assessed for pretrial release totaled 1,471.

6. *The number of defendants recommended for pretrial release.*

In accordance with Administrative Order No. 2006-02, Uniform Bond Schedule and Pretrial Release Procedures, Second Judicial Circuit, Florida, which governs SPTR operations, Program staff did not recommend defendants for pretrial release. All defendants authorized to participate in the Leon County's Supervised Pretrial Release Program were admitted through Judicial Order.

7. *The number of defendants for whom the pretrial release program recommended against non-secured release.*

In accordance with Administrative Order No. 2006-02, Program staff did not recommend defendants against non-secured release.

8. *The number of defendants granted non-secured release after the pretrial release program recommended non-secured release.*

In accordance with Administrative Order No. 2006-02 and as stated in number 6 above, staff did not recommend defendants for pretrial release.

9. *The number of defendants assessed and interviewed for pretrial release who were declared indigent by the court.*

As the pretrial program is dictated by Administrative Order No. 2006-02, indigent status was not assessed at time of interview.

10. *The name and case number of each person granted nonsecured release who:*

- a. Failed to attend a scheduled court appearance.***
- b. Was issued a warrant for failing to appear.***
- c. Was arrested for any offense while on release through the pretrial release program.***

The attached *List of Violators* answers these questions.

11. Any additional information deemed necessary by the governing body to assess the performance and cost efficiency of the pretrial release program.

The following is provided as additional information:

- a. 372 defendants were granted non-secured release to the Supervised Pretrial Division between January 1 and December 31, 2016. An additional 745 defendants who were also required to post a bond were accepted into the Division during this same period.
- b. The average daily operating cost of the jail per inmate was \$75.60. The cost of using the SPTR as an alternative cost is \$6.78 per day. The Program diverted an estimated total of 166,440 inmate days from the Leon County jail. This resulted in a daily savings of \$68.82. The total cost savings was \$11,454,400.80.

Reminder: In compliance with subsection 4(b)10, the *List of Violators* is attached.

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ALLSHOUSE, AMY	244987			07/19/16	
<i>Case Number</i>	<i>Charge</i>				
2016CF1132A1	VOP/BURGLARY OF CONVEYANCE				
2016CF1132A2	VOP/GRAND THEFT				
ARMANEDI, JEAN	230071		10/13/16		
<i>Case Number</i>	<i>Charge</i>				
2013MM1347A1	BATTERY				
2016MM2912A1	BATTERY				
ARRINGTON, TERROD	245184		05/06/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM1252A1	TRESPASS ON PROPERTY AFTER WARNING				
BAMBURG, JERRY	242921			03/16/16	
<i>Case Number</i>	<i>Charge</i>				
2015MM3278A1	VOP/BATTERY				
BELLAMAY, WILLIS	242834	05/09/16			05/09/16
<i>Case Number</i>	<i>Charge</i>				
2015MM3194A1	FTA/DISORDERLY CONDUCT				
BROWN, AARON	145525	05/11/16			05/11/16
<i>Case Number</i>	<i>Charge</i>				
2016CF39A1	FTA/DEFRAUDING A PAWNBROKER				
2016CF39A2	FTA/DEFRAUDING A PAWNBROKER				
2016CF39A3	FTA/DEFRAUDING A PAWNBROKER				
2016CF39A4	FTA/STOLEN PROP-DEAL IN				
2016CF39A5	FTA/STOLEN PROP-DEAL IN				
2016CF39A6	FTA/STOLEN PROP-DEAL IN				
2016CF465A1	FTA/DEALING IN STOLEN PROPERTY				
2016CF465A2	FTA/DEFRAUDING A PAWNBROKER				
2016CF465A3	FTA/DEALING IN STOLEN PROPERTY				
2016CF465A4	FTA/DEFRAUDING A PAWNBROKER				
BROWN, SEPTIEN	118891	12/20/16			12/20/16
<i>Case Number</i>	<i>Charge</i>				
2016MM1694A1	FTA/BATTERY				
BUSH, KERISTEN	243259			01/07/16	
<i>Case Number</i>	<i>Charge</i>				
2015CF3713A1	DOMESTIC BATTERY CAUSE BODILY HARM				

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2015CF3713A2		CRUELTY TOWARD CHILD ACT THAT COULD RESULT IN PHYS MENTAL INJURY			
2015MM3816A1		VOP/BATTERY			
2015MM3816A2		BATTERY			

CAUDLE, JENNIFER	127168		05/27/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM1253A1	DOMESTIC BATTERY				

COHEE, MARK	234172			12/06/16	
<i>Case Number</i>	<i>Charge</i>				
2013CF4091A1	CAPITAL SEXUAL BATTERY ON CHILD UNDER 12 YOA BY DEFENDANT LESS THAN 18 YOA				

COLE, TYREK	242767		04/05/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM507A1	TRESPASS ON PROPERTY				
2016MM507A2	VIOLATION OF PRETRIAL RELEASE CONDITION				

COLEMAN, CHRISTINE	243996	04/06/16		04/04/16	04/06/16
<i>Case Number</i>	<i>Charge</i>				
2016CF369A1	FTA/GRAND THEFT				
2016CF369A2	FTA/PETIT THEFT (VALUE GREATER THAN \$100)				
2016CF369A3	FTA/CONTRIBUTING TO THE DELINQUENCY OR DEPENDENCY OF CHILD				
2016CF369A4	FTA/CONTRIBUTING TO THE DELINQUENCY OR DEPENDENCY OF CHILD				
2016CF369A5	FRAUD-SWINDLE OBTAIN PROPERTY UNDER 20000 DOLLARS				
2016CF369A6	FRAUD-SWINDLE OBTAIN PROPERTY UNDER 20000 DOLLARS				

COOK, JESSE	246262			09/20/16	
<i>Case Number</i>	<i>Charge</i>				
2016CF2206A1	POSSESSION OF JWH-200				
2016CF2206A2	POSSESSION OF PARAPHERNALIA				

DEGRAAF, MATTHEW	244235	03/15/16			03/15/16
<i>Case Number</i>	<i>Charge</i>				
2016MM514A1	FTA/BATTERY				

FORD, ANTONIO	112369			03/21/16	
<i>Case Number</i>	<i>Charge</i>				
2016CT442A1	VOP/DUI ALCOHOL OR DRUGS				
2016CT442A2	VOP/NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 1ST OFF				

FORD, JAMES	247469			12/15/16	
<i>Case Number</i>	<i>Charge</i>				

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2016MM3112A1	BATTERY				
.....					
FRAZIER, DARRELL	97155			01/29/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM136A1	VOP/FTA/TRESPASS ON PROPERTY AFTER WARNING				
2016MM286A1	VOP/TRESPASS ON PROPERTY AFTER WARNING				
.....					
FRYSON, CARLESTER	179362	12/14/16	12/03/16		12/14/16
<i>Case Number</i>	<i>Charge</i>				
2016MM3095A1	FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2016MM3095A2	FTA/TRESPASS IN STRUCTURE				
.....					
GOINES, AARONYA	248147			12/27/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM3674A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
.....					
HAMMON, VIRGINIA	246091		08/26/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM1981A1	BATTERY				
.....					
HARDEMON, REBECCA	227129			05/24/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM930A1	FTA/BATTERY				
.....					
HARMON, BRANDI	244008	06/15/16			06/15/16
<i>Case Number</i>	<i>Charge</i>				
2016MM340A1	FTA/TRESPASS ON PROPERTY				
2016CF1531A1	FTA/CHILD NEGLECT				
.....					
HERRING, CLIFF	166274			03/31/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM560A1	FTA/MUNICIPAL ORDINANCE VIOLATION				
.....					
HERRING, DEBRA	244663	04/19/16			04/19/16
<i>Case Number</i>	<i>Charge</i>				
2016MM884A1	FTA/DEFRAUDING AN INNKEEPER				
.....					
HUSE, ERIC	247286			11/10/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM2890A1	VOP/BATTERY				
.....					
JAMES, SHEANESICIA	244578	06/27/16			06/27/16
<i>Case Number</i>	<i>Charge</i>				

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2016CF788A1		LARC RETAIL THEFT ALONE OR COORDINATES OTHERS			
2016CF787B1		FTA/GRAND RETAIL THEFT (\$300 OR MORE PROPERTY)			

JOHNSON, CHARLIE	159997	07/19/16			07/19/16
<i>Case Number</i>	<i>Charge</i>				
2016CT1412A1		FTA/NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 2ND OFF			

JOHNSON, LLOYD	243995	04/06/16			04/06/16
<i>Case Number</i>	<i>Charge</i>				
2016CF368A1		FTA/GRAND THEFT			
2016CF368A2		FTA/PETIT THEFT (VALUE GREATER THAN \$100)			
2016CF368A3		FTA/CONTRIBUTING TO THE DELINQUENCY OR DEPENDENCY OF CHILD			
2016CF368A4		FTA/CONTRIBUTING TO THE DELINQUENCY OR DEPENDENCY OF CHILD			
2016CF368A5		FRAUD-SWINDLE OBTAIN PROPERTY UNDER 20000 DOLLARS			
2016CF368A6		FRAUD-SWINDLE OBTAIN PROPERTY UNDER 20000 DOLLARS			

LAWHEAD, TODD	3951	11/01/16		10/27/16	11/01/16
<i>Case Number</i>	<i>Charge</i>				
2016MM2318A1		FTA/DOMESTIC BATTERY			

LIDE, REGINALD	247516			11/22/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM3148A1		PETIT THEFT			

LITTLEFIELD, SAMUEL	239085	08/15/16			08/15/16
<i>Case Number</i>	<i>Charge</i>				
2015CT139A1		FTA/DRIVING UNDER THE INFLUENCE			

MAGEE, GENEIEVE	245800	08/09/16			08/09/16
<i>Case Number</i>	<i>Charge</i>				
2016CF1814A1		FTA/DEALING IN STOLEN PROPERTY			
2016CF1814A2		PETIT THEFT 1ST OFF			

MCARTHUR, CANNON	240724			06/29/16	
<i>Case Number</i>	<i>Charge</i>				
2015CT1159A1		VOP/FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY			
2015CT1159A2		VOP/FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY			
2015CT1159A3		VOP/FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED			

MCGEE, LILLIAN	55874	12/08/16			12/08/16
<i>Case Number</i>	<i>Charge</i>				
2015MM1309A1		FTA/PETIT THEFT			

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2015CF3901A1	FTA/OBTAINING OR ATTEMPTING TO OBTAIN A CONTROLLED SUBSTANCE BY FORGERY, MISREPRESENTATION, FRAUD OR SUBTERFUGE				
MCLEAN, DONTE	142108	07/21/16	09/26/16		07/21/16
<i>Case Number</i>	<i>Charge</i>				
2016MM1603A1	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
MCMANUS, JOHN	219551			02/12/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM134A1	PETIT THEFT				
MILLER, ALYSSA	247533		12/19/16		
<i>Case Number</i>	<i>Charge</i>				
2016CF3252A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2016CF3761A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
MITCHELL, VENUS	174267			09/09/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM2155A1	POSSESSION OF CANNABIS				
2016MM2155A2	POSSESSION OF PARAPHERNALIA				
2016MM2155A3	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2016MM3694A1	POSSESSION OF PARAPHERNALIA				
MORRIS, HENRY	245991	10/28/16	11/14/16		10/28/16
<i>Case Number</i>	<i>Charge</i>				
2016CF2887A1	FTA/FELONY THEFT				
NELSON, AMBER	246260		08/19/16		
<i>Case Number</i>	<i>Charge</i>				
2016CF2202A1	DOMV//AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2016MM2739A1	ASSAULT				
NICKELL, WILLIAM	241253			04/04/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM609A1	TRESPASS ON PROPERTY AFTER WARNING				
NORMANN, PETER	246451			08/19/16	
<i>Case Number</i>	<i>Charge</i>				
2016CT1905A1	DRIVING UNDER THE INFLUENCE THIRD OFFENSE (OUTSIDE TEN YEARS)				
2016CT1905A2	REFUSAL TO SUBMIT TO D.U.I TEST				
2016CF2466A1	FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER				
2016CF2466A2	DRIVING UNDER THE INFLUENCE THIRD OFFENSE (OUTSIDE TEN YEARS)				
2016CF2466A3	DRIVING UNDER THE INFLUENCE THIRD OFFENSE WITH A BAC OF .20 OR HIGHER OFFENSE (OUTSIDE TEN YEARS)				

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2016CF2466A4	REFUSAL TO SUBMIT TO D.U.I. TEST				
2016CF2466A5	REFUSAL TO SUBMIT TO D.U.I. TEST				
2016CF2466A6	LEAVING THE SCENE OF A CRASH WITH DAMAGE TO ATTENDED VEHICLE				
PARAMORE, JAMARIO	238097	08/15/16			08/15/16
<i>Case Number</i>	<i>Charge</i>				
2016CF779A1	FTA/BATTERY				
RAVENELLE, TAMARA	242712			01/11/16	
<i>Case Number</i>	<i>Charge</i>				
2015MM3821A2	RESISTING OFFICER WITHOUT VIOLENCE				
RENO, AMBER	245398		05/25/16		
<i>Case Number</i>	<i>Charge</i>				
2016CF1473A1	POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE A-PVP, FLAKKA				
2016CF1473A2	POSSESSION OF PARAPHERNALIA				
2016MM1464A1	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2016MM1464A2	NARCOTIC EQUIP-POSSESS AND OR USE				
ROBERTS, CORNELL	240877			04/21/16	
<i>Case Number</i>	<i>Charge</i>				
2015CF1767A1	TAMPERING WITH PHYSICAL EVIDENCE				
2015CF1767A2	POSSESSION OF CANNABIS				
ROBISON, WILLIAM	172546	08/11/16			08/11/16
<i>Case Number</i>	<i>Charge</i>				
2016MM1534A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
ROGERS, CURTIS	3768			05/05/16	
<i>Case Number</i>	<i>Charge</i>				
2015CF3782A1	DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
2015CF3782A2	POSSESSION OF PARAPHERNALIA				
ROLLINS, DOMINIC	164966			06/15/16	
<i>Case Number</i>	<i>Charge</i>				
2015CF2787A1	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 3RD OR SUBSQ OFF				
2015CT2248A1	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
SALAZAR, HAZEL	242924			02/17/16	
<i>Case Number</i>	<i>Charge</i>				
2015MM3286A1	DOMV/BATTERY TOUCH OR STRIKE				
SAMPSON, SHANISE	239020			11/30/16	

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2015MM115A1	FTA/PETIT THEFT 1ST OFF				
2016CF1301A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
SANFORD, VICKI	43288		06/24/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM1195A1	BATTERY				
2016MM1611A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2016MM1616A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2016MM1820A1	RESISTING OFFICER WITHOUT VIOLENCE				
SHIVER, JAMES	221065	04/11/16		02/22/16	04/11/16
<i>Case Number</i>	<i>Charge</i>				
2011CT3661A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
SIZEMORE, JIMMY	167251	09/19/16			09/19/16
<i>Case Number</i>	<i>Charge</i>				
2016CF2291A1	FTA/PASSING WORTHLESS BANK CHECK				
SMITH, DAVID	245809	09/13/16	06/27/16		09/13/16
<i>Case Number</i>	<i>Charge</i>				
2016CF1825A1	FAILURE OF CAREER OFFENDER TO REGISTER				
2016CF1825A2	RESISTING OFFICER WITHOUT VIOLENCE				
2016MM1847A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
SMITH, PETRA	246695		11/02/16		
<i>Case Number</i>	<i>Charge</i>				
2016MM2810A1	TRESPASS ON PROPERTY AFTER WARNING				
SUMRALL, TAUREAN	202132		01/25/16		
<i>Case Number</i>	<i>Charge</i>				
2015CF1903A1	VOP/AGGRAVATED STALKING AFTER COURT ORDER				
SUMRALL, TAUREAN	202132			04/12/16	
<i>Case Number</i>	<i>Charge</i>				
2016MM207A1	TRESPASS IN STRUCTURE				
TATE, THOMAS	5730			05/06/16	
<i>Case Number</i>	<i>Charge</i>				
2015CF1302A1	FTA/VOP/DEALING IN STOLEN PROPERTY				
2015CF1302A2	FTA/VOP/FELONY THEFT				
2015CF3639A1	FTA/FELONY THEFT				
2016CF1263A1	FTA/FELONY THEFT				

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
TAYLOR, BRITTANY	245547	06/21/16			06/21/16
<i>Case Number</i>	<i>Charge</i>				
2016CT1310A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2016CT1310A2	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
TURNER, MICHAEL	125228		12/14/16		
<i>Case Number</i>	<i>Charge</i>				
2016CF2718A1	GRAND THEFT OF MOTOR VEHICLE				
2016CF3028A1	GRAND THEFT				
WASHINGTON, KIRKLAND	85711			04/13/16	
<i>Case Number</i>	<i>Charge</i>				
2016CF818A1	EXPLOITATION OF ELDERLY OR DISABLED ADULT (LESS THAN \$10,000)				
2016CF818A2	GRAND THEFT				
2016CF818A3	FORGERY				
2016CF818A4	FORGERY				
2016CF818A5	FORGERY				
2016CF818A6	FORGERY				
2016CF818A7	FORGERY				
2016CF818A8	FORGERY				
WATTS, WILLIAM	247205			12/01/16	
<i>Case Number</i>	<i>Charge</i>				
2016CF3037A1	FRAUDULENT USE OF CREDIT CARD-MORE THAN TWO TIMES WITHIN SIX MONTHS				
2016CF3037A2	PETIT THEFT				
WELBON, EVAN	244267			03/21/16	
<i>Case Number</i>	<i>Charge</i>				
2016CF567A1	POSSESSION OF HEROIN				
2016CF567A2	POSSESSION OF PARAPHERNALIA				
2016CF567A3	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
WILLIAMS, TYRONE	67023	09/12/16			09/12/16
<i>Case Number</i>	<i>Charge</i>				
2016CF446A1	FTA/BATTERY ON AN EMERGENCY MEDICAL PERSONNEL				
WILLIAMS, WILLIE	83556	08/30/16			08/30/16
<i>Case Number</i>	<i>Charge</i>				
2016MM1905A1	FTA/POSSESSION OF PARAPHERNALIA				
2016MM2187A1	FTA/POSSESSION OF PARAPHERNALIA				
WOODY, DEMPSEY	7870	04/25/16			04/25/16

Year:2016
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2016CF689A1		FTA/FELONY THEFT			
.....					
YOUMANS, TYLER	245695			11/22/16	
<i>Case Number Charge</i>					
2016CT1409A1		RECKLESS DRIVING 1ST OFF			
.....					
TOTALS		26	16	33	26

501-C Appleyard Drive, Tallahassee, FL 32304

Year:2016

Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2016	0	132	0	104	22	27
FEBRUARY, 2016	0	190	0	172	22	32
MARCH, 2016	0	185	0	160	23	34
APRIL, 2016	0	194	0	158	19	29
MAY, 2016	0	137	0	125	23	34
JUNE, 2016	0	163	0	132	21	27
JULY, 2016	0	129	0	91	14	20
AUGUST, 2016	0	118	0	91	33	38
SEPTEMBER, 2016	0	159	0	112	30	32
OCTOBER, 2016	0	173	0	131	33	37
NOVEMBER, 2016	0	143	0	106	29	35
DECEMBER, 2016	0	106	0	89	22	27
Totals	0	1,829	0	1,471	291	372

**Leon County
Board of County Commissioners**

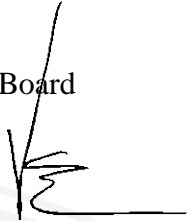
Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Yard Waste Processing Agreement for the Solid Waste Facility

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, Director, Public Works
Lead Staff/ Project Team:	Robert Mills, Assistant Public Works Director

Statement of Issue:

This agenda item seeks Board approval of an Agreement with North Florida Wood Recycling LLC (North Florida Wood) in the estimated amount of \$467,000 for Yard Waste Processing for the Solid Waste Facility.

Fiscal Impact:

This item has an estimated annual fiscal impact of \$467,000, resulting in a \$67,500 shortfall for the remainder of FY 17 and \$135,000 per year thereafter. Per County policy, Solid Waste is operated as an enterprise fund which calls for the yard waste disposal fee to cover the cost of yard waste processing. Funds are available in the Solid Waste budget to support the additional \$67,500 in expenses for yard waste processing for the balance of the current fiscal year. Thereafter, an adjustment of the yard waste fee is recommended to reflect the anticipated processing expense. Should the Board award the agreement to North Florida Wood, staff will include the adjustment of the yard waste disposal fee as part of the upcoming FY 18 budget development process. Based on the amount of yard waste processed, the yard waste fee is paid by the City of Tallahassee (54%), Leon County government on behalf of the unincorporated area (43%) and private vendors (3%).

Staff Recommendation:

Option #1: Approve the Agreement with North Florida Wood in the estimated amount of \$467,000 for Yard Waste Processing Services, Continuing Supply (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks Board approval to award the agreement with North Florida Wood for yard waste processing services in the estimated amount of \$467,000 per year. The agreement is for an initial term of one year, with four additional one-year renewals for a total of five years. The final annual amount will be based on the actual amount of tonnage processed annually.

The Leon County Solid Waste Management Facility (SWMF) receives approximately 20,000 tons of yard debris from Leon County residents. The yard waste that is disposed of at the SWMF is ground and recycled in order to reduce waste volumes. The County's objective is to convert the yard debris it receives into a useable product which may include potting mix, compost, mulch, boiler fuel, or any such product deemed a beneficial use. In 2015, Leon County Sustainability reported that Leon County achieved a 54% recycling rate. Yard waste recycling contributed approximately 3% of this rate. In addition, material not used for recycling is provided free to Leon County citizens for use as mulch.

Analysis:

Leon County has outsourced yard debris processing since 1999 due to the high costs associated with machine maintenance and debagging of yard waste. The existing vendor, North Florida Wood, was awarded the agreement in 2011 which required the service to be rebid in 2016. The Invitation to Bid for Yard Debris Processing Services, Continuing Supply was advertised locally on July 26, 2016. A total of 115 vendors were notified through the automated procurement system. Seventeen vendors requested bid packages, and the County received two bids on August 30, 2016. Subsequent to the bids being received, the lowest bidder withdrew their bid as the bidder determined they could not provide the necessary services. Given the significant increase in cost offered by the second lowest bidder (the incumbent Table #1, 1st Bid), staff decided to re-bid for the services in an attempt to get more competitive prices. The rates in the initial bid would have increased the budget for yard debris processing by approximately \$325,000.

The second Invitation to Bid for Yard Debris Processing Services, Continuing Supply was re-advertised locally on October 20, 2016. A total of 122 vendors were notified through the automated procurement system. Twenty vendors requested bid packages, though the County only received one bid from its current vendor, North Florida Wood. It should be noted there were no Minority, Women, and Small Business requirements for this bid.

North Florida Wood has been Leon County's residential yard waste processor since October, 2011. North Florida Wood has the required capabilities to continue to provide yard waste processing. Therefore, staff recommends the Board award North Florida Wood the residential yard waste processing services agreement for an estimated total of \$467,000. The current pricing per ton is based on North Florida Wood's 2011 bid award. Table #1 includes the current, initial bid, second bid, and final proposed pricing per ton based upon negotiations with staff for North Florida Wood to process yard waste.

Table #1: North Florida Wood Yard Waste Processing Comparisons

Yard Waste Processing Services	Current \$/ton	1st /2nd Bid \$/ton	Final Negotiated Bid \$/ton
Debagging	\$11.69	\$13.00/\$13.00	\$12.00
Grinding	\$ 9.73	\$20.50/\$17.50	\$11.00
Screening	\$ 3.07	\$ 5.00/\$ 3.00	\$ 3.00
Removal	\$ 1.02	\$10.00/\$10.00	\$ 7.50
Total Fee	\$25.51	\$48.50/\$43.50	\$33.50

Based on the final negotiated bid, the cost of processing will be approximately 31% higher from the current per ton rate. As reflected in Table #1, most of the rate increases are modest compared to the current rates which were established in 2011. The significant increase in the removal portion of the total fee is attributed to the market demands of “downstream” vendors that reuse the materials. Occasionally, the yard debris provided by North Florida Wood is rejected or not needed by one of the downstream vendors requiring the contractor to identify alternative methods of disposal. As part of the evaluation process, staff contemplated alternative options for disposal of yard debris. The options included, but were not limited to, purchasing equipment and processing the yard debris material in-house and processing the material as household garbage. However, both of these approaches exceed the costs of the private sector approach and/or reduced the County’s overall recycling rates.

Staff also assessed the volume of yard waste being converted to mulch for use in County operations and made available to the public. Although these quantities were taken into consideration in the bid, the County has the flexibility to produce as much mulch as needed to meet demand. Rather than overproducing mulch at the SWMF without adequate demand and creating unnecessary storage challenges, staff is reaching out to nearby jurisdictions to gauge their need for additional mulch in an effort to lessen the volume of yard waste requiring removal.

Per County policy, Solid Waste is operated as an enterprise fund (i.e. dedicated fees for service support the function) which calls for the yard waste disposal fee to offset the cost of yard waste processing. Funds are available in the Solid Waste budget to support the additional \$67,500 in expenses for yard waste processing for the balance of the current fiscal year. Thereafter, an adjustment of the yard waste fee is recommended to reflect the anticipated processing expense. Should the Board award the agreement to North Florida Wood in the estimated amount of \$467,000, staff will include the adjustment of the yard waste disposal fee as part of the upcoming FY 18 budget development process.

Options:

1. Approve the Agreement awarding the agreement to North Florida Wood in the estimated amount of \$467,000 for Yard Waste Processing Services, Continuing Supply (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding the agreement to North Florida Wood in the estimated amount of \$467,000 for Yard Waste Processing Services, Continuing Supply.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Draft Agreement

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 WOOD RECYCLING, LLC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Yard Debris services in accordance with: 1) Yard Debris Processing Services, Continuing Services, Bid# BC-11-22-16-08 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME:

The Agreement resulting from this solicitation is for a period of one (1) year, commencing approximately March 1, 2017, and shall continue until February 28, 2018. Then at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the 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: Robert Mills
Street Address: 2280 Miccosukee Road
City, State, Zip Code: TALLAHASSEE, FL 32308
Telephone: 850-606-1810
E-mail: millsro@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 performance bond in the amount of 3 months estimated contract value (approximately \$90K) is to be required of the successful contractor prior to a notice to proceed. The performance bond may be decreased after the first year in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The Performance Bond provided, 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 performance bond **must** contain a clause stating the following: In the event of non-performance on the part of the contractor, this performance / payment and materials bond can be presented for honor and acceptance at (address) , which is located in Tallahassee, Florida. "

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: Yard Debris Processing Services, Continuing Supply; Re-Bid
Bid No: BC-11-22-16-08
Opening Date: November 22, 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.

PURPOSE:

Leon County is seeking the services of a qualified contractor to process yard debris received at the Apalachee Parkway Solid Waste Management Facility (SWMF), located at 7550 Apalachee Parkway, Tallahassee, Florida. Any contractor that has not had an agreement with the County and performed for any previous periods for the County shall be placed on a 90 day probationary period for evaluation of capabilities before continuing service agreement is activated.

The County's objective is to convert the yard debris it receives into a useable product or products. Those products may include potting mix, compost, mulch, boiler fuel, soil amendment, or any such product deemed a beneficial use. The yard debris may be used alone or in combination with other organic materials to produce the final product(s). Bidders are encouraged to visit the SWMF to assist in preparation of their bids. Bidders shall submit with their bid packets information about their product recycling capabilities and successes or a company brochure that outlines the company's recycling processes and what final products that are produced.

The County intends to execute a contract with the responsive and responsible Contractor whose proposal is recommended by the Evaluation Committee and determined by the Board of County Commissioners to provide the best value to the County. The County is seeking your final and best cost proposal based upon the Scope of Services.

SPECIFICATIONS/REQUIRED SERVICES:

Background

The SWMF accepts yard debris from residents, landscape maintenance companies, tree surgeons, the City of Tallahassee residential curbside collection service and curbside collection by an exclusive franchise in the unincorporated area. The yard debris is accumulated in two separate piles: Clean yard debris without plastic bags, which is segregated from the yard debris with plastic bags.

Bagged Yard Debris

Bagged yard debris is to be processed at the Apalachee Solid Waste Management Facility. Processing must include debagging. Bagged yard debris is to be processed on an ongoing or a variation of an ongoing method that allows no more than one week's volume of bagged debris to accumulate. After the debagging process, the Contractor will include the debagged yard debris with the clean yard debris for grinding. The Contractor will supply all supervision, labor, equipment, materials, supplies, shelter, toilet facilities, necessary permits and removal of the resultant products.

Clean Yard Debris

Clean yard debris are to be ground on site at the Apalachee Solid Waste Management Facility. Screening of the yard debris will be performed on an as desired basis. Contractor is responsible for grinding/processing of materials to a quality that will be acceptable to next generation processors. Loads that are refused due to number of contaminants in the mix for processing are the responsibility of the contractor to correct or dispose of in a manner acceptable to terms and conditions of this solicitation.

General Conditions

The County has enough space to accumulate approximately 3,000 tons of clean yard debris and about 2,000 tons of bagged yard debris. The County assumes the Contractor has inspected the site and is familiar with the yard debris area.

Contaminants discovered during the debagging process shall be set aside and temporarily stored for proper disposal. Contaminants that may be disposed in a Class I landfill will be disposed of by the County. Household hazardous waste (HHW) contaminants will be disposed of by the County. The County will provide temporary storage containers for Class I waste and HHW.

The County may retain up to approximately 10% of the coarse ground yard debris and up to approximately 90% of the fines from the screened yard debris for its own use.

The County will provide a truck scale to weigh outgoing loads of product(s).

Contractor is to remove processed materials not requested usage by the County minimum of monthly following the grinding/processing period.

Tonnages

The County anticipates receiving approximately 20,000 tons of yard debris annually. Of that total an estimated 50% of which will be bagged materials. However: The County makes no guarantee of any amounts of either product being available for processing, nor is there a guarantee that the amount might not exceed the annual estimated total.

Payment Schedule

The yard debris processing activities are divided into separate processing categories: debugging, grinding, screening, and removal. Each of the specified categories will be considered an invoice point for the Contractor to request payment for rendered services, no more frequently than every 15 days. Payment for debugging, grinding and screening will be based on incoming tonnage. Payment for removal will be based on outgoing tonnage.

Work Areas

Contractor work areas are expected to be kept visually professional and orderly in appearance at all times. Spare parts and miscellaneous equipment shall be stored in a safe manner when not in use and may not impede flow of travel or working space for either the contractor or Solid Waste personnel.

Parking

Contract employees and service vehicles shall be in an assigned parking area during operational periods. Parking area will be identified by Solid Waste Supervisor.

Damages

Any damages caused by the Contractor either by equipment failure, leakage, asphalt damage, landscape damage or spills, etc. during the process of completing assigned work shall be the responsibility of the contractor to repair/replace as necessary.

Work Hours

All processing shall be conducted during the operating hours of the Solid Waste facility unless previously approved. Violations shall place the contractor in default and place the agreement in jeopardy.

Safety Equipment

Contractor employees are expected to have and utilize (when necessary) safety gear when appropriate. At a minimum, safety vests that meet the ANSI/ISEA Class 2 requirements, safety glasses, and work gloves should be onsite for use at all times. In order to comply with ANSI requirements, safety garments are to be worn outside of all other clothing.

BID AWARD CRITERIA:

The bid will be awarded as soon as possible to the most responsible and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; the following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 15 Points

The vendor with the adjusted lowest price will receive the full 15 points in the Bid Evaluation. All remaining vendors will be given a percentage of the point's value calculated by the percentage of

pricing against the lowest bid. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 15 = \text{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document. This section should address and list all system components and their respective costs, including software maintenance costs and any recommended options. Costs associated with upgrades should be noted. Vendor shall identify a training plan that provides for a systematic approach necessary for successful use of the software. All training costs shall be included as a part of the vendor's cost proposal. The vendor should address the length of warranty that is provided with the system and detail what the warranty covers. Also, please provide detailed information on any continuing maintenance programs offered and costs thereof.

2. System Features and Requirements - 25 Points

The vendor shall address all items listed under requirements and specifications section that are not specifically spelled out below in this space. Please address each item as items not addressed shall not be weighed during the review process. Any exceptions to items listed above must be identified and have sufficient details provided to determine a course of action or waive of requirement.

3. Vendor's qualifications and experience - 20 Points

- a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor's office(s); and current and past project references.
- b. Vendor shall provide at least 3 references. References shall identify the company, point of contact and direct phone number, and relative size of the project. Phone numbers that do not connect to the proper company or contact shall not be evaluated and receive a score of 0 for that reference.

3. Operations Management Plan/Continuity of Operations Plan/Compliance & Security Plan - 15 Points

- a. Vendor's staffing and managerial approach to providing the services under this bid.
- b. Bidders shall list 5 contracts held and any additional contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.
- c. Staffing – Display information pertaining to having an adequate number of employees and supervision to perform. The Contractor-s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.
- d. Process – Contractor's plan to perform the services required in the requirements/specifications section above.
- e. Construction cleaning – Contractor's capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.
- f. At the time of submission the Contractor shall supply a copy of the wood fiber agreement for the disposal of ground yard debris.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.

Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders having the highest subtotals. Bidders shall include a detailed presentation of their product and capabilities and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff.

If Part B is used, the points from Part A & B shall be combined to produce a vendor's final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

PRICE INCREASES

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such an increase in the federal or Florida minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 21, 2016	Release of the ITB
November 9, 2016 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
Not later than: November 14, 2016 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: November 22, 2016 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person. The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings,

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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 who obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County

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Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

- b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE-s and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE-s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.

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- b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
 3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

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2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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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.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory

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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 - PAYABLE IN TALLAHASSEE

A performance bond in the amount of 3 months estimated contract value (approximately \$90K) is to be required of the successful contractor prior to a notice to proceed. The performance bond may be decreased after the first year in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

- A. Performance bond from a surety company.
- B. An irrevocable letter of credit from a bank or other acceptable financial institution.
- C. Cash deposit made to and held by Leon County, Florida

The Performance Bond provided, 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 performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor, this performance / payment and materials bond can be presented for honor and acceptance at (address), which is located in Tallahassee, Florida. "

TIME:

The Agreement resulting from this solicitation is for a period of one (1) year, commencing approximately December 1, 2016, and shall continue until November 30, 2017 unless a probationary period is implemented, then initially it is to be for a ninety (90) day probationary period. Then at the sole option of the County, this Agreement becomes completely active or discontinued.

If awarded, then after the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

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).

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2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

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.

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. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

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.

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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.

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

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.

Bid Title: Yard Debris Processing Services, Continuing Supply; Re-Bid
Bid No: BC-11-22-16-08
Opening Date: November 22, 2016 at 2:00 PM

TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

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, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney-s fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

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.

Bid Title: Yard Debris Processing Services, Continuing Supply; Re-Bid
Bid No: BC-11-22-16-08
Opening Date: November 22, 2016 at 2:00 PM

3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations
- _____ Recycling Capabilities/Downstream Vendor

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.

BY _____
(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

Cost Proposal

Contractor: _____

Evaluation

Proposals from Qualified vendors will be evaluated based on the estimated annual total derived from the per ton cost proposal applied to the estimated annual tonnage for each category as follows:

Debagging	10,000.00 tons	@\$_____	per ton = _____
Grinding	20,000.00 tons	@\$_____	per ton= _____
Screening	20,000.00 tons	@\$_____	per ton= _____
Removal/Haul	18,000.00 tons	@\$_____	per ton= _____

Estimated Annual Total: _____

Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

Attachment #1
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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bill Proctor
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

North Florida Wood Recycling, LLC
(Firm Name)

BY

Steve Long
(Authorized Representative)

Steve Long
(Printed or Typed Name)

ADDRESS

1712 Smittys Way
Tallahassee, Fl. 32304

EMAIL ADDRESS

NFWRLLC@yahoo.com

TELEPHONE

229-254-6866

FAX

229-243-8575

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

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Cost Proposal

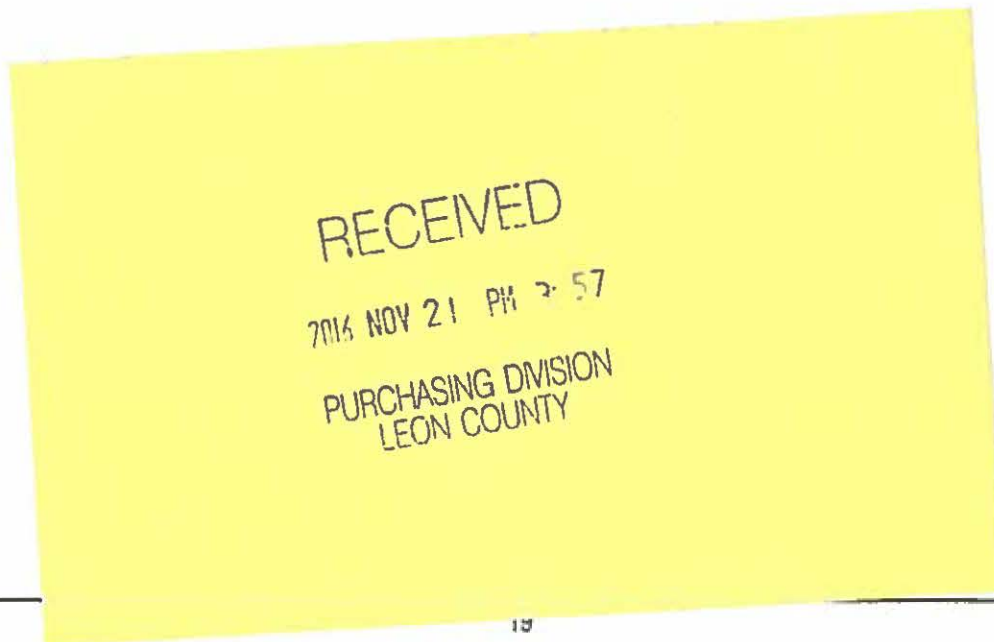
Contractor: North Florida Wood Recycling, LLC

Evaluation

Proposals from Qualified vendors will be evaluated based on the estimated annual total derived from the per ton cost proposal applied to the estimated annual tonnage for each category as follows:

Debagging	10,000.00 tons	@ \$ <u>13.00</u>	per ton = <u>130,000</u> -
Grinding	20,000.00 tons	@ \$ <u>17.50</u>	per ton = <u>350,000</u> -
Screening	20,000.00 tons	@ \$ <u>3.00</u>	per ton = <u>60,000</u> -
Removal/Haul	18,000.00 tons	@ \$ <u>10.00</u>	per ton = <u>180,000</u> -

Estimated Annual Total: 720,000 -




**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-22-16-08**

Bid Title: Processing of Yard Waste, CS

Opening Date: Tuesday, November 22, 2016 at 2:00 PM

Item/Vendor	Norcy Florida Wood LLC	Norcy Florida Wood LLC	
Manual Signature	✓		
Affidavit of Immigration	✓		
Tie Bid	✓		
EEO	✓		
Insurance	✓		
Certificate Debarment	✓		
		NEGOTIATED RATES	
Debagging	13.00	\$ 11.00	
Grinding	17.50	\$ 12.00	
Screening	3.00	\$ 3.00	
Remove/haul	10.00	\$ 7.50	
No Bid:			

Tabulated By: 



Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

Attachment #1
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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: North Florida Wood Recycling, LLC

Signature: Steve Long Title: Partner

STATE OF Georgia
COUNTY OF Deeatur

Sworn to and subscribed before me this 21st day of Nov, 2016.

Personally known

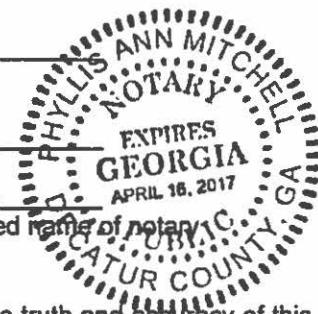
Phyllis A. Mitchell
NOTARY PUBLIC

OR Produced identification

Notary Public - State of _____

(Type of identification)

My commission expires: _____
Phyllis Mitchell
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: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Steve Lang
Bidder's Signature

Partner
Title

11-20-16
Date

Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: *A+*
Indicate Best Financial Classification: *A+*

Business Auto: Indicate Best Rating: *A+*
Indicate Best Financial Classification: *A+*

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: *A+*
Indicate Best Financial Classification: *A+*

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41
Opening Date: August 30, 2016 at 2:00 PM

Attachment #1
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Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile
Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Steve Long
Typed or Printed

Signature 

Date 11-21-16

Title Partner
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Yard Debris Processing Services, Continuing Supply

Bid No: BC-08-30-16-41

Opening Date: August 30, 2016 at 2:00 PM

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Steve Long
Signature

Partner
Title

North Florida Wood Recycling, LLC
Contractor/Firm

1712 Smithys Way Tallahassee, FL 32304
Address

Bid Title: Yard Debris Processing Services, Continuing Supply

Bid No: BC-08-30-16-41

Opening Date: August 30, 2016 at 2:00 PM

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LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>North Florida Wood Recycling, LLC</u>	
Current Local Address: <u>1712 Smitty's Way Tallahassee, Fl. 32304</u>	Phone: <u>229-254-6866</u> Fax: <u>229-243-8575</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: <u>2915 Old Whigham Rd Bainbridge, GA 39817</u>	Phone: <u>229-254-6866</u> Fax: <u>229-243-8575</u>

Steve Long
Signature of Authorized Representative

11-21-16
Date

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 21st day of November, 20 16
By Steve Long of North Florida Wood Recycling, LLC
(Name 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.
Phyllis A. Mitchell
Signature of Notary

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Print, Type or Stamp Name of Notary

Serial Number, if Any



**North Florida Wood Recycling, LLC.
1712 Smitty's Way
Tallahassee, FL 32304**

November 21, 2016

Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

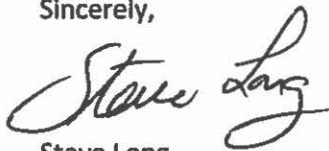
Bid Title: Yard Debris Processing Services, Continuing Supply
Bid No: BC-08-30-16-41

Dear Mr. Tobin:

NFWR has been in business since 2011. During this time we have handled the processing of wood debris at several different locations in the panhandle of Florida. We process wood waste debris from sawmills, electric utility companies, tree surgeon pits, road right of ways and landfill yard waste facilities. NFWR strives to provide excellent customer service and makes it top priority to develop a professional relationship with each valued customer. With our satisfied customer base, we receive numerous inquiries from potential customers.

We have an experienced staff and the equipment to handle each customer's specific needs. We process and deliver these diverse waste streams to different markets who have their own specific needs of quality and quantities.

Sincerely,



Steve Long
Partner
North Florida Wood Recycling, LLC

**North Florida Wood Recycling, LLC.
1712 Smitty's Way
Tallahassee, FL 32304**

Operations Management Plan

Staffing:

The owners/partners will be managing day to day operations. Other staff will include:

- A: Loader operator
- B: Full time de-baggers (additional help as needed)
- C: Grinder operator
- D: Truck Drivers
- F: Maintenance Employee

Equipment:

On premises at all times:

- A: Wheel frontend loader - for yard debris handling
- B: Bucket tractor - for debagging crew
- C: Excavator - for screening and loading
- D: Screener - processing
- E: Grinder

As needed:

- A: Additional Excavators
- C: Up to 4 trucks and trailers for mulch transporting

Process:

A loader operator/spotter will be on site at all times to supervise and direct trucks for unloading. All clean debris will be pushed into a separate pile. Contaminated/bagged loads will be separated and debagged daily by the debagging crew and merged with the clean debris. As needed, the clean material will be ground and screened. Fines and mulch will be sorted into different stock piles. Mulch piles will be hauled to different markets.

We will provide all supervision, labor, equipment, materials, supplies, shelter, toilet facilities and necessary permits.

We will ensure a safe work environment for all personnel, persons and visitors that will have access to this area.

**North Florida Wood Recycling, LLC
1712 Smitty's Way
Tallahassee, FL 32304**

August 24, 2016

NFWR History

- Established 2011
- Provided services since 2011
- Larry Smith, Partner
 - 40+ years of management and supervision in the construction, demolition, land clearing, and wood processing industry
- Steve Long, Partner
 - 15 years of management and marketing in the field of bio mass and wood processing industry

Current Contracts

- Leon County Solid Waste
Yard Debris Processing Services
7550 Apalachee Parkway
Tallahassee, FL 32311
 - Debagging, grinding, screening and removal of approximately 20,000 tons a year
- CrowderGulf
5435 Business Parkway
Theodore, AL 36582
 - Provide all labor, equipment, and materials for the grinding of approximately 300,000 yards of vegetative debris at a City/County approved TDSR Site

Terminated or Lost Contracts

- None

References

- Leon County Solid Waste
7550 Apalachee Parkway
Tallahassee, FL 32311
D J Newsome
Work (850) 606-1825
Cell (850) 528-5011
20,000 tons per year
- Gulf Coast Electric
9434 North Hwy 77
Southport, FL 32409
Bud Pridgeon
Cell (850) 814-3964
10,000 tons per year

- **Glenn T Warren & Co Inc**
14125 FL-71
Blountstown, FL 32424
Glenn Warren
Cell (850) 643-8808
10,000 tons per year



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
NORTH FLORIDA WOOD RECYCLING, LLC.

Filing Information

Document Number	L11000112730
FEI/EIN Number	45-3479449
Date Filed	10/03/2011
Effective Date	10/01/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/07/2012

Principal Address

1712 SMITTY'S WAY
TALLAHASSEE, FL 32304

Mailing Address

2915 Old Whigham Rd
Bainbridge, GA 39817

Changed: 04/23/2013

Registered Agent Name & Address

SMITH, LARRY
1712 SMITTY'S WAY
TALLAHASSEE, FL 32304

Authorized Person(s) Detail

Name & Address

Title MGR

SMITH, LARRY
PO BOX 20500
TALLAHASSEE, FL 32316

Title MGR

LONG, STEVE
2915 OLD WHIGHAM RD
BAINBRIDGE, GA 39817

FILED
Mar 15, 2016
Secretary of State
CC2964144108

Attachment #1
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2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L11000112730

Entity Name: NORTH FLORIDA WOOD RECYCLING, LLC.

Current Principal Place of Business:

1712 SMITTY'S WAY
TALLAHASSEE, FL 32304

Current Mailing Address:

2915 OLD WHIGHAM RD
BAINBRIDGE, GA 39817 US

FEI Number: 45-3479449

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, LARRY
1712 SMITTY'S WAY
TALLAHASSEE, FL 32304 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	SMITH, LARRY	Name	LONG, STEVE
Address	PO BOX 20500	Address	2915 OLD WHIGHAM RD
City-State-Zip:	TALLAHASSEE FL 32316	City-State-Zip:	BAINBRIDGE GA 39817

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVE LONG MGR 03/15/2016

Electronic Signature of Signing Authorized Person(s) Detail Date

PELLETS

Enviva Pellets Cottondale, LLC Supply Agreement

This Agreement by and between

North Florida Wood Recycling, LLC
2915 Old Whigham Rd
Bainbridge, GA 39817
("SELLER").

And Enviva Pellets Cottondale, LLC, being located at 2500 Green Circle Parkway, Cottondale, FL 32431 ("BUYER").

IN CONSIDERATION of one dollar cash in hand paid by BUYER to SELLER, the receipt and sufficiency of which are here by irrevocably acknowledged, and in further consideration of the mutual promises contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase of Material.** SELLER agrees to sell and deliver material to BUYER, and BUYER agrees to accept and pay for material, under the following conditions and during the term of this Agreement. The specifications for such material, rates of payment, places of delivery and, if applicable, number of loads per day or week will be specified from time to time by mutual agreement of the parties hereto. Each and every load of material delivered by SELLER to BUYER during the term of this Agreement (including deliveries pursuant to written purchase orders) shall be subject to the terms and conditions of the Agreement unless the purchase and sale of such material is documented in a written contract signed by SELLER and BUYER.
2. **Insurance.** SELLER shall name BUYER as the certificate holder. SELLER agrees to carry and keep in force during the term of this Agreement, without interruption, all necessary worker's compensation, general liability including bodily injury and fire, and other insurance; to pay Social Security, withholding, and all taxes on workers as required by law; and to hold BUYER harmless from these and all other acts performed by SELLER, its agents, contractors, and subcontractors or any person associated with SELLER. SELLER agrees to provide a minimum of \$1,000,000 of general liability insurance and \$500,000 of over-the-road vehicle liability insurance on all owned, hired, and non-owned vehicles from its agents, contractors, and subcontractors or any person associated with SELLER. All such liability insurance shall name BUYER as additional insured and shall be in at least the sum of \$1,000,000 for each occurrence, combined single limit; and \$1,000,000 aggregate. Subrogation rights must be waived with respect to worker's compensation. SELLER agrees to provide evidence of workers compensation, general liability, and over-the-road vehicle liability insurance. If SELLERS insurance coverage is reduced or terminated during the term of this Agreement or if any other insurance that is required by any governing law does not fulfill the requirements of said law during the term of the Agreement, then this Agreement shall be terminated at the exact

time and date said insurance is reduced, terminated, or does not fulfill the requirements of said law. BUYER shall be notified upon such occurrence with a 10 day notice of termination.

3. **Price and Payment.** BUYER shall pay for material delivered as specified hereunder within ten (10) days from the last day of the week in which deliveries are made.
4. **Delivery and Acceptance.** All material delivered hereunder shall be scaled or weighed upon acceptance at the designated place of delivery. Seller agrees to be bound by such scale, including deductions for material not meeting BUYER's specifications. Because of the expense to the BUYER, SELLER agrees that BUYER may dispose of or utilize material not meeting the specifications in and manner BUYER chooses without holding such material for SELLER's inspection. Unless otherwise agreed, BUYER shall not pay SELLER for any material not meeting specifications regardless of how such material is utilized (or disposed of) by BUYER.
5. **Title.** SELLER warrants to BUYER that SELLER has good, clear and unencumbered title to the material sold hereunder and has the full lawful right to sell said material. SELLER specifically agrees to indemnify and hold BUYER harmless from any liabilities or damages arising from claims to the contrary or out of the sale of said material
6. **Compliance with Laws.** SELLER agrees to comply with all applicable federal, state, and local laws, rules, and regulations, including , but not limited to, the Fair Labor Standards Act, Social Security Act, Occupational Safety and Health Act, unemployment compensation laws, Worker's Agricultural Workers Protection Act, Endangered Species Act, and SELLER specifically agrees to indemnify and hold BUYER harmless from any claims, liabilities or expenses arising out of the violation of any such laws, rules and regulations by SELLER its officers, agents, employees and/or contractor's.
7. **Forestry Practices.** SELLER shall follow good and accepted forestry practices generally and usually followed in the cutting and removing of Timber. SELLER further agrees to abide by the Best Management Practices (BMP) as outlined in the Florida Department of Agriculture and Consumer Services, Division of Forestry publication Best Management Practices Manual. SELLER specifically agrees to indemnify and hold BUYER harmless from any claims, liabilities or expenses arising out of the violation of any such BMP guidelines. Furthermore, Seller is expected to conduct any forestry practices in a responsible manner in order to protect the ability to grow forests for generations to come and avoid sourcing from Controversial Sources as defined by the SFI and PEFC Standards. Additionally, SELLER certifies that no round wood will be delivered to BUYER harvested from peatlands. Peatlands are wetlands with a thick water-logged organic soil layer (peat) made up of dead and decaying plant material. Peatlands include moors, bogs, mires, peat swamp forests and permafrost tundra.
8. **Sustainability Compliance.** The SELLER understands the BUYER is committed to purchasing wood and wood products from vendors who use sustainable forestry practices and are in full compliance with the SFI Fiber Sourcing Standard, including the use of Qualified Logging Professionals. The SELLER further agrees to encourage all loggers used to produce round wood to BUYER's operation attain certification to a State Implementation Committee's logger training course. Upon request of BUYER, the SELLER agrees to provide documentation of this training to the third party designated by the BUYER.
9. **Independent Vendor.** The parties agree that SELLER is an independent vendor and that nothing contained in this Agreement shall be deemed to create or imply any other relationship between SELLER and BUYER.
10. **Term.** This Agreement shall remain in effect for one year, beginning on 12/7/15, and shall continue thereafter for successive one year terms, provided that either party may cancel this Agreement or reduce the amount of material delivered or accepted hereunder at any time by giving written notice to the other.
11. **Wood Yard Rules.** SELLER agrees that SELLER, its agents, employees and contractors will comply with all posted rules, including but not limited to dress and attire, language, smoking, littering, and speed limits. Upon failure to do so BUYER will have the right to refuse to unload and accept delivery of SELLER's material.
12. **Safety Rules.** SELLER agrees that SELLER, its officers, agents, employees and contractors will comply with OSHA safety regulations by wearing proper safety equipment, and will become familiar and comply with any and all established safety rules, procedures and practices for unloading at the facility where delivery is made and that upon failure to do so BUYER will have the right to refuse to unload and accept delivery of SELLER's material.
13. **Alcohol, Drug, and Firearm Policy.** SELLER hereby agrees that SELLER is aware of BUYER's policy that being under the influence of , bringing in , possessing, providing, manufacturing, or other production of, buying, selling or using alcoholic beverages, unauthorized drugs or controlled substances, and/or possession of firearms on property owned, leased or

controlled by BUYER is strictly prohibited. SELLER understands and agrees that SELLER, its officers, agents, employees and contractors will follow this policy during the performance of this Agreement.

- 14. **Damages.** BUYER shall not be liable to SELLER for special or incidental damages, lost profits, production or revenues or consequential damages arising out of or in connection with this Agreement.
- 15. **Taxes.** Unless otherwise agreed, SELLER covenants and warrants that all applicable timber taxes, whether in the form of a severance tax or otherwise, pertaining to the purchase, sale, severance and delivery of the material sold hereunder, have been paid or will be paid in accordance with the laws, rules, and regulations governing the taxing jurisdiction having authority (if any) over the material produced and that all reports, tax forms and other documents required by said authorities have or will be filed in a timely manner.
- 16. **Indemnity.** Seller agrees to fully exonerate, protect, defend, indemnify and hold harmless BUYER from and against any and all suits, actions, claims, demands, liens, losses, damages, fines, judgments or decrees of every nature or description, and any expenses in connection with such, including attorney's fees, based upon or arising, directly or indirectly, out of loss, damage, or injury (including death) to the person or property of the parties hereto and their employees, and to the person or property of any other person or business entity, or based upon or on account of the violation of any statute, ordinance, regulation, or from any act or omission of the SELLER, its employees or agents, caused by, or sustained in connection with, the performance by SELLER of this Agreement. In executing this Agreement, SELLER expressly agrees to the above indemnity provisions and states that SELLER intends to specifically bind itself to indemnify BUYER in every instance set forth above. As to any claim made by BUYER hereunder, SELLER expressly waives any insulation from liability or immunity from suit with respect to injuries to employees of SELLER which may be extended to SELLER under any applicable workers' compensation statute. For the purposes of this paragraph, BUYER shall be defined to include BUYER, its subsidiaries, affiliates and related companies and their respective officers, directors, agents and employees.

IN WITNESS WHEREOF, SELLER and BUYER have executed this Agreement in duplicate on 12/7, 2015.

Enviva Pellets Cottdale, LLC
 ("BUYER")
 By: [Signature]
 Its: Authorized Representative
 FED ID#: _____

North Florida Wood Recycling, LLC
 ("SELLER")
 By: [Signature]
 Its: Partner
 FED ID#: 45-3479449
 Or SS # _____
 Telephone# 229-254-6866

WestRock – South Division

FEDERAL I.D. NO. 45-3479449

REGION Panama City

WESTROCK CP, LLC
MASTER SUPPLIER AGREEMENT
NO. 7210000750

THIS AGREEMENT made and entered into on this 20th day of November 2015, by and between NORTH FLORIDA WOOD RECYCLING, LLC / (a partnership) / (a limited liability company) / (a corporation) formed or incorporated in the State of FLORIDA whose address is 2915 Old Whigham Road, Bainbridge, Georgia 39817 of LEON County, FLORIDA, hereinafter referred to as "SUPPLIER" and WestRock CP, LLC, a Delaware limited liability company hereinafter referred to as "BUYER," on behalf of itself and its affiliates, with an office at: 504 Thrasher Street, Norcross, Georgia 30071

W I N E S S E T H:

WHEREAS SUPPLIER is an independent contractor in the business of buying, selling, producing, or delivering (or any combination thereof) pulpwood, chips, sawtimber, fuelwood, or other raw wood fiber (hereinafter called "wood fiber") for further processing or use; and

WHEREAS, BUYER desires to buy and/or receive various wood fiber from SUPPLIER for further processing or use at designated locations from time to time; and SUPPLIER desires to sell, produce or deliver (or any combination thereof) wood fiber to BUYER; and

WHEREAS, SUPPLIER and BUYER desire to enter into this Agreement and to provide for the terms and conditions under which said wood fiber will be sold and/or delivered by SUPPLIER and purchased and/or received by BUYER;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth, SUPPLIER and BUYER hereby agree as follows:

1. INDEPENDENT CONTRACTOR

In the performance of this Agreement, SUPPLIER will be acting as an independent contractor and will not be acting as an agent, employee, servant, joint venture or partner of BUYER. SUPPLIER will select, hire and fire its own employees, agents, servants and suppliers and will be responsible for paying all compensation and wages and paying and reporting all employment taxes. SUPPLIER will be solely responsible for supervising its employees and suppliers and shall have exclusive control of the means, methods, techniques and procedures used in performing this Agreement. BUYER will have no right to control or supervise SUPPLIER'S work practices or employees or suppliers or the hours worked. SUPPLIER will be responsible for providing, maintaining and repairing all tools, vehicles, machinery and equipment needed in the performance of the Agreement. The requirements of this Agreement apply fully to Supplier's agents, employees, contractors, suppliers and all others working on behalf of Supplier.

2. TERM

This Agreement shall begin upon the date first above written and will continue for a period of five (5) years or until terminated by either party immediately upon giving written notice to the other party. The parties hereto agree that any prior Master Supply Agreement by and between the parties is hereby terminated effective as the date hereof without further notice required.

3. WARRANTY OF GOOD TITLE

SUPPLIER warrants and covenants that it has good, merchantable title to the wood fiber being sold to BUYER hereunder, that it has good right to sell and convey the same, that the wood fiber are free from all encumbrances, and that the SUPPLIER will warrant and defend the same to BUYER against the claims of all persons.

4. SPECIFICATIONS

SUPPLIER will be responsible for obtaining information on BUYER specifications for BUYER'S facility to which the wood fiber are being delivered prior to delivery. BUYER shall have the right to make deductions for any products not meeting specifications. BUYER may dispose of any non-conforming products in any manner it chooses without being required to hold the materials for SUPPLIER'S inspection.

5. RECEIVING

All wood fiber delivered hereunder by SUPPLIER shall be scaled or weighed by BUYER, or its contractors or designee, upon acceptance at the delivery point. Each load must be identified by giving the appropriate BUYER authorization number, the name of the SUPPLIER, the stumpage owner as needed, if different from SUPPLIER, and all other pertinent information necessary for proper wood fiber settlement

Revision 08/25/15

preparation as reasonably requested by BUYER. SUPPLIER shall, upon request, provide BUYER with supporting information on the source and owner of any wood fiber provided to BUYER under this Agreement.

6. PAYMENT

On a weekly basis, BUYER or its designee shall pay for timber cut and hauled, and/or received and accepted hereunder and shall provide SUPPLIER with settlement detail. Payment shall be made as indicated on the SUPPLIER's Automated Clearing House direct deposit form. BUYER reserves the right to set off against such payment(s) any amounts due, or claimed to be due, to BUYER or its affiliates from SUPPLIER or its affiliates, and SUPPLIER specifically consents to such reservation. The term "affiliate" as used herein shall include any entity that controls, is controlled by, or is under common control with a party.

7. INSURANCE

When SUPPLIER is supplying wood fiber by truck or barge where SUPPLIER's truck or barge, or SUPPLIER's subcontracted truck or barge is used to deliver the wood product to the BUYER's facility, prior to delivering wood fiber under this Agreement, SUPPLIER shall provide and shall furnish BUYER with proof of coverage of the insurance required under this Agreement which shall consist of a certificate or certificates of insurance, in duplicate, issued by the SUPPLIER's insurance carrier or carriers, setting forth the amounts of coverage, policy numbers and expiration dates and providing for thirty (30) days prior written notice to BUYER before such insurance may be altered or cancelled. Such insurance coverage shall include:

- I) Workers' Compensation Insurance, in accordance with applicable law as well as the following provisions covering all employees of SUPPLIER and/or employees of any contractor or subcontractor engaged in supplying wood fiber under this Agreement; provided, however, should SUPPLIER elect not to include the owner(s), partners and/or executive officers of such operation in Worker's Compensation Insurance, in consideration for BUYER accepting such coverage, SUPPLIER further represents and warrants that (a) SUPPLIER is an independent contractor and each owner, partner and/or executive officer of SUPPLIER is not an employee(s) of BUYER, and has no right to claim any benefits, including workers compensation benefits, under any BUYER plan, policy, or coverage; and (b) SUPPLIER acknowledges that it/(s)he may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected not to do so as allowed by law and assume all risks as a result of this decision:
 - a) Policy must cover "All States" and include "Voluntary Compensation" endorsement.
 - b) Employers Liability with a minimum limit of One Million Dollars (\$1,000,000) per accident.
- II) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
 - a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
 - b) Contractor's insurance as primary which does not contribute to and is not in excess of any insurance carried by BUYER which may respond to a covered event;
 - c) Contractual liability coverage;
 - d) Occurrence form; and
 - e) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.
- III) Automobile Liability Insurance covering any vehicle to be used in the performance of the Contract, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
 - a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
 - b) Contractor's insurance as primary which does not contribute to and is not in excess of any insurance carried by BUYER which may respond to a covered event; and
 - c) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.
- IV) If SUPPLIER is not delivering the wood fiber by truck, barge or rail and they solely use a sub-contractor for these services, then 7 III above can be replaced with an Automobile Contingent Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
 - a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
 - b) Contractor's insurance as primary which does not contribute to and is not in excess of any insurance

- carried by BUYER which may respond to a covered event; and
- c) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.

Any Insurance deductible will be paid by SUPPLIER and is not a reimbursable expense under the Agreement. SUPPLIER waives all rights of subrogation against BUYER for losses whether or not covered by Insurance policies. SUPPLIER must provide evidence satisfactory to BUYER that each policy has been purchased through an insurance company with a Best Rating of A- or better, and all the above provisions endorsed to the policy, prior to the admittance of SUPPLIER to BUYER's receiving facility. Such evidence will include a current certificate of insurance which references all provisions as listed above. Furthermore, it shall be the sole and exclusive responsibility of SUPPLIER to ensure all of its Subcontractors are compliant with the Insurance requirements as set forth in this Agreement. In requiring SUPPLIER to maintain liability Insurance naming BUYER as an additional insured, BUYER is not admitting that it has any liability for the acts of SUPPLIER but is merely attempting to protect its interest against the Claims of any third parties that might seek to hold BUYER responsible for the acts of its Independent supplier.

8. INDEMNIFICATION

To the fullest extent allowed by applicable law, SUPPLIER at all times will indemnify, release, protect, defend and hold BUYER and its affiliates and BUYER's and its affiliates' employees, agents, and/or representatives ("Indemnitees") harmless from and against any and all loss, liability, expense, claims, or demands arising from personal injury, including death at any time arising from such injury, or damage to property of any person, including SUPPLIER, SUPPLIER's employees, contractors, subcontractors, agents and/or representatives, and BUYER, its employees, agents and/or representatives, occurring as a direct or indirect result of, or in any manner connected with, the performance of this Agreement caused by any acts, omissions, or negligence of the SUPPLIER or SUPPLIER's employees, contractors, subcontractors, agents and/or representative; provided, however, SUPPLIER shall not be obligated to indemnify BUYER for any claims to the extent directly arising from the negligence, gross negligence or willful misconduct of BUYER.

9. DUTY TO DEFEND

SUPPLIER shall defend at its expense (including attorney fees and other litigation costs) the Indemnitees from any demands, claims, threats, or causes of action arising out of or related to SUPPLIER'S performance or actions. The duty to defend is separate from the duty to indemnify. BUYER shall give notice to SUPPLIER within ten (10) days after receiving notice of the commencement of any claim or legal action for which BUYER seeks indemnification and defense. BUYER'S failure or delay in giving such notice will reduce SUPPLIER'S liability only by the amount of damages directly attributable to such failure or delay. SUPPLIER shall not settle or compromise any claim or legal action without BUYER'S written consent. SUPPLIER may at its expense participate in the defense of any such matters, but such participation will not limit or affect SUPPLIER'S obligations under this Agreement.

10. REGULATORY COMPLIANCE

SUPPLIER agrees to comply with all applicable federal, state and local laws, rules and regulations, including without limitation, SELLER warrants that all wood fiber delivered pursuant to this Agreement will be produced in compliance with and adherence to all applicable federal and state regulations, including but not by way of limitation adherence with: the Fair Labor Standards Act; Internal Revenue Code; applicable state tax codes; Social Security Act; Endangered Species Act (and state equivalent, if any); Occupational Safety and Health Administration Regulations; Comprehensive Environmental Response, Compensation, and Liability Act of 1980; Immigration and Reform Act of 1986; State Best Management Practices for Forestry Operations; Training provided by the Sustainable Forestry Initiative, Inc. State Implementation Committee; United States Department of Transportation Regulations (including the Federal Motor Carrier Safety Administration Rules and Regulations) and DOT Regulations of the applicable state.

11. CONTROLLED SUBSTANCES

SUPPLIER agrees to comply with BUYER's policy on controlled substances prohibiting all visitors, suppliers, subcontractors, and their employees, representatives, or agents from the illegal use, possession, distribution, purchase, or sale of controlled substances on BUYER premises. The SUPPLIER agrees to communicate this policy to all of its employees, representatives, or agents delivering wood fiber to BUYER locations. Any employee, representative, or agent who is in violation of the policy on controlled substances will be banned from BUYER premises.

12. FIREARMS, AMMUNITION AND WEAPONS

Firearms, ammunition, and weapons are forbidden on all property owned or operated by BUYER.

13. WOODYARD SAFETY RULES

All drivers entering a Woodyard owned or operated by BUYER must comply with the Woodyard Safety Rules for All Drivers for such Woodyard. SUPPLIER shall be responsible to obtain a copy of, and require compliance with, the Woodyard Safety Rules for All Drivers (and any modifications made thereto that are supplied to SUPPLIER by BUYER) to each of its employees, agents and contractors.

14. SUSTAINABLE FORESTRY CONFORMANCE

SUPPLIER hereby certifies that all wood produced and delivered under this Agreement will be done in conformance with applicable Forestry Best Management Practices and applicable Sustainable Forestry Initiative (SFI) or Forest Stewardship Council (FSC) standards. Regarding SFI, specifically including state sponsored logger education as defined by the SFI Implementation Committee (SIC) in the state(s) in which the SUPPLIER operates. At a minimum, SUPPLIER shall have each logging crew operate under the direction of an individual with on-site responsibility, who has completed the wood producer training program recognized by the SIC. SUPPLIER shall keep evidence of such conformance during the term of the Agreement, which should include copies of education certificates and any other appropriate evidence of conformance.

15. CHAIN OF CUSTODY

SUPPLIER agrees to operate according to, and in conformance with, BUYER established chain of custody procedures. In addition, when delivering wood from Forest Stewardship Council (FSC)/Sustainable Forestry Initiative (SFI)/American Tree Farm System (ATFS) certified sources, SUPPLIER agrees to:

- i. not mix or substitute non-FSC/SFI/ATFS certified wood material with wood shipments that are considered and identified as "pure;" and
- ii. participate in BUYER monitoring procedures to trace FSC/SFI/ATFS certified content from the forest to mills.

16. VIOLATIONS

Any violation of law or of any provision of this Agreement alleged or committed in connection with the performance under this Agreement by SUPPLIER, SUPPLIER's employees, subcontractors, agents, and/or representatives shall entitle BUYER to cancel and rescind this Agreement upon five days' written notice.

17. FORCE MAJEURE

Neither party to this Agreement shall be liable for delay or failure to perform under this Agreement which results from any occurrence of events which were beyond such party's reasonable control, including, but not limited to, accident, actions of the elements, acts of God, civil commotions, enemy action, epidemic, explosion, fire, flood, insurrection, strike, walkout or other labor trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, war, act, demand or requirement of law, or the government of the United States of America or any other competent governmental authority, acts of the other party, or any other similar cause beyond such party's control, provided, however, that the party in default makes reasonable efforts to remove or overcome the effects of such occurrence or event. If a party believes that any one or more of the above occurrences or events shall cause a delay or prevent its performance hereunder, it shall promptly notify the other in writing of such fact.

18. GOVERNING LAW AND VENUE

The rights and obligations of the parties under the Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia and of the United States, without giving effect to the principles of Georgia law relating to the conflict or choice of laws. Any legal action, suit or proceeding brought by a party that in any way arises out of this Agreement ("Proceeding") must be litigated exclusively in the United States District Court for the Northern District of Georgia or the Superior Court for the County of Gwinnett, Georgia (the "Identified Courts"). Each party hereby irrevocably and unconditionally: (i) submits to the jurisdiction of the Identified Courts for any Proceeding; (ii) shall not commence any Proceeding, except in the Identified Courts; (iii) waives, and shall not plead or make, any objection to the venue of any Proceeding in the Identified Courts; (iv) waives, and shall not plead or make, any claim that any Proceeding brought in the Identified Courts has been brought in an improper or otherwise inconvenient forum; and (v) waives, and shall not plead or make, any claim that the Identified Courts lack personal jurisdiction over it.

19. DISPUTE RESOLUTION

In the event of any disputes, claims and other matters in question between SELLER and BUYER arising out of the terms and conditions of this Agreement and the performance of either party hereunder, the parties shall attempt in good faith to resolve such matter promptly prior to initiating any litigation.

20. ASSIGNMENT

This Agreement may not be assigned by SUPPLIER without the prior written consent of BUYER. BUYER may assign this Agreement to (a) any corporation, partnership, limited liability company or other entity or person (a "Person") which controls, is controlled by, or under common control with BUYER, (b) any Person that merges with or acquires all or substantially all of the assets of BUYER, or (c) any Person that acquires any BUYER facility that receives wood fiber pursuant to this Agreement.

21. NOTICES

Where required under this Agreement, notices shall be in writing and given by United States mail, personal delivery or overnight delivery service such as Federal Express to the parties at the addresses indicated below. Notwithstanding the foregoing, routine notifications regarding price, quantity and species requirements need not be in writing.

To SUPPLIER: NORTH FLORIDA WOOD RECYCLING, LLC
2915 Old Whigham Road
Bainbridge, Georgia 39817

To BUYER: WestRock CP, LLC
Forest Resources
P. O. Box 35173
Panama City, Florida 32412-5173
Attention: Regional Wood Procurement Manager

With a copy to: WestRock Company
504 Thrasher Street
Norcross, Georgia 30071
Attention: General Counsel

22. WAIVER OF BREACH

No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or of any other provision.

23. LIMITATION OF LIABILITY

Notwithstanding anything in this Agreement to the contrary, in no event will BUYER be liable hereunder to SUPPLIER, any subcontractor, or any other person or entity for any (a) delay damages, out of sequence damages, or similar losses, or (b) consequential damages, including without limitation any lost profits.

24. SEVERABILITY

If a court holds that any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Failure or delay by BUYER in enforcing any provision of this Agreement will not be a waiver of any of its rights under the Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

26. HEADINGS

Headings used in this Agreement are for the purpose of reference only and shall not be considered in construing this Contract.

27. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and cancels and supersedes all prior or contemporaneous agreements, whether oral or written, related to the subject matter of this Agreement. No amendment or change in this Agreement shall be valid unless made in writing and signed by both parties. If any term, clause, paragraph or provision of this Agreement is stricken as being invalid, unenforceable or void, such stricken portion shall not affect any other term, clause, paragraph or provision, and the remaining terms of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized agents the day and year first above written.

WESTROCK OP, LLC

By: 

Name: Jim Cottingham

Title: Regional Fiber Supply Mgr.

SUPPLIER

NORTH FLORIDA WOOD RECYCLING, LLC

By: 

Name: Steve Long

Title: Partner

**Leon County
Board of County Commissioners**

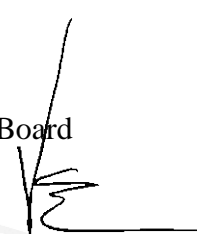
Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Establishment of the FY 2018 Maximum Discretionary Funding Levels and Initial Budget Policy Guidance

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Budget Manager, Office of Financial Stewardship

Statement of Issue:

This item seeks Board direction to establish, based on the Discretionary Funding Ordinance, maximum funding levels for a series of categories and determine which agencies are to receive applications for funding requests.

Fiscal Impact:

This item has no current fiscal impact to the County. However, direction from the Board will be used in the development of the FY 2018 budget.

Staff Recommendation:

Option #1: Establish the Community Human Services Partnership (CHSP) funding level for FY2018 at \$1,200,000.

Option #2: Establish the Non-departmental maximum discretionary funding for FY2018 as follows:

- a) \$12,500 for Commission District Budgets
- b) \$27,000 for Special Event Funding
- c) \$100,000 for the Kearney Center/Homeless Shelter

Report and Discussion

Background:

On January 24, 2017, the Board adopted the FY 2018 Budget Calendar. Annually, the first budget item the Board considers as part of the budget process is establishing the discretionary funding levels for Community Human Services Partnership (CHSP); Commissioner District Budget; and Non-departmental (Special Events, Line Item) categories. Subsequent to this item, the Board has Budget Workshops scheduled for April and June; additional workshops can be held if necessary in May and July.

As specified in Leon County Ordinance, No. 2013-08 “Discretionary Funding Guidelines” (Attachment #1), and Policy No. 93-44, County Fiscal Planning Policy, the Board must consider these funding limits prior to March 31 each year (Attachment #2).

During the FY 2017 budget process, the Board reviewed agencies that provided contracted services to the County to ensure that the services provided aligned with County priorities and goals. After the review, funding for agencies that received contracts for these necessary services were aligned within the respective Department/Division budget. This removed these agencies from line-item funding and they are no longer covered by the Discretionary Funding Ordinance. However, to ensure that these outside contracts are receiving appropriate budget oversight, Fiscal Policy 93-44 requires that:

- Annually, as part of the annual budget process, staff will prepare a budget discussion item providing a mid-year performance report for all outside agency contracts and include funding recommendations for the following fiscal year.

This budget discussion items will be presented at the June 13, 2017 budget workshop. A list of the outside agency contracts is included in Attachment #3.

Analysis:

Based on the Discretionary Funding Ordinance, the Board establishes maximum funding levels for a series of categories.

Table 1 summarizes the discretionary categories and details the funding allocated during the past two fiscal years, FY 2016 thru FY 2017 and recommended amounts for FY 2018; the categories in the table are covered by Ordinance 2013-08.

Table 1: FY 2016 – FY 2018 Total Discretionary Funding

Discretionary Funding Category/Fiscal Year	FY 2016	FY2017	FY 2018 recommended
Community Human Service Partnership	\$1,000,000	\$1,200,000	\$1,200,000
Commission District Budgets	\$66,500	\$66,500	\$87,500
Special Event Sponsorships	\$27,000	\$27,000	\$27,000
Line Item-Kearney/Homeless Shelter Capital	\$100,000	\$100,000	\$100,000
Total	\$1,136,500	\$1,336,500	\$1,339,500

Community Human Service Partnership Funding

In order to synchronize the CHSP funding levels with the CHSP application process, the amount approved by the Board as part of this agenda item will be the amount used for the current grant funding cycle. Prior to last fiscal year, the amount established early in the budget process was a maximum amount which could change through the budget process. However, to provide certainty to the grant cycle, the Board moved to establish the funding level early in the process in order to provide certainty to the CHSP grant process.

As shown in Table 1, the Board increased funding for the Community Human Service Partnerships program by \$200,000 in FY 2017 from \$1,000,000 to \$1,200,000. In light of the recent 20% increase in funding for CHSP, the slow growth in revenues since the recession and the many competing funding priorities, staff recommends maintaining the funding level for CHSP at \$1,200,000.

For next fiscal year, FY 2017/2018, the County will continue to partner with the United Way and the City in the joint CHSP process. As a result of the United Way's decision to conduct a separate fund distribution process beginning in FY 2018/2019 the Board adopted the following strategic initiative:

- “Work with the City of Tallahassee to develop a new CHSP process in light of the United Way’s decision to conduct a separate fund distribution process.” (Q4) (2016-27)

An agenda will be presented to the Board later this fiscal year, presenting the proposed transition to a County/City CHSP program.

Commission District Budgets

In FY 2007, as part of overall budget reductions that occurred with state mandated property tax reform and the onset of the recession, the Board reduced their individual Commission District accounts from \$10,000 to \$9,500. These accounts have not been adjusted in ten years, and the current appropriation of all seven district accounts is \$66,500.

During the last decade, the overall cost of travel and training has increased, without any corresponding budget adjustment. In addition, many Commissioners have become more active and engaged with the Florida Association of Counties (FAC) and National Association of Counties (NACO). In support of Commissioners participation in both FAC and NACO, as well as, other training opportunities, the Board adopts an annual travel schedule (Attachment #4). In recognition of the increased costs, Commissioner engagement, and the increased opportunities for training provided for in the annual travel schedule, staff is recommending individual district budgets be increased to \$12,500.

Special Event Funding

Leon County has traditionally assisted in funding small festivals and events. These requests do not require a written application, but are included in the budget as direct event sponsorships at the direction of the Board as specified in the Discretionary Funding Ordinance. Table 2 reflects the special events funding agencies that have received funding in FY 2017 and the recommendation to maintain these levels for FY2018.

Table 2: FY 2017 and Recommended FY2018 Special Event Funding

Special Event Agencies	FY 2017 Funding	FY 2018 recommended Funding
Celebrate America 4 th of July Celebration	\$2,500	\$2,500
Dr. Martin Luther King Celebration (Inter-Civic Southern Leadership Council of Tallahassee)	\$4,500	\$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000	\$1,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000	\$4,000
County Sponsored Tables/Community Event Funds	\$15,000	\$15,000
Total	\$27,000	\$27,000

Previous Board action directed special event funding for the Veteran’s Parade, and Operation Thank You!, be realigned to the Veterans Services operating budget. Also, funding for the Annual Friends of the Library authors event was moved to the Library Services budget. Furthermore, since the Capital City Classic basketball tournament and the Downtown New Year’s Eve Celebration met the eligibility requirements for Tourist Development event funding, the Board directed these two events to apply for tourist development special event grant funding.

Line Item Funding: Kearney Center/Homeless Shelter Capital Funding- \$100,000 annually

During the FY 2015 budget process, the Board approved a five-year funding commitment to assist in the relocation of the Homeless Shelter. The Board approved providing a total of \$500,000 payable over five years towards the capital construction costs of the facility. FY 2018 will be the fourth installment of this commitment.

Other Funding Considerations

In addition to establishing the maximum discretionary funding levels, which includes CHSP and special event funding, County Fiscal Policy, 93-44 provides that the Board may provide direction to staff regarding additional appropriation requests that should be considered during the tentative budget development process. Currently, the Board has provided budget policy direction or requested updates regarding the following items:

- Consideration of future funding for the Leon County Works and Junior Apprentice Program (pending the Legislative Session)
- Evaluate establishing a living wage for County Employees
- Consideration of providing mobile hot spot library lending program
- Consideration of providing dog parks in the unincorporated areas of the County
- Consideration of establishing a signature blooming landscaping feature in County park(s)
- Proposed increase in the annual funding for the installation of fire hydrants in the unincorporated area of the County, including revisions to the policy to address neighborhood matching funds
- Preliminary master plan for the Apalachee Regional Park (ARP)
- Status report on Waste Pro
- Update on primary health and dental care funding

- Update on the implementation of Sidewalk Priorities
- Update on street lighting priorities in the unincorporated areas of the County
- Annual review of mid-year reports and funding recommendations of outside agency contracts

Detailed budget discussion items for these specific topics will be prepared for Board consideration during the scheduled budget workshops. Additionally, staff will prepare budget discussion items pertaining to Department and Constitutional budget submissions, and any other policy direction the Board may wish to provide.

Options:

1. Establish the Community Human Services Partnership (CHSP) funding level for FY2018 at \$1,200,000.
2. Establish the Non-departmental maximum discretionary funding for FY2018 as follows:
 - a) \$12,500 for Commission District Budgets
 - b) \$27,000 in special event funding
 - c) \$100,000 for the Kearney Center/Homeless Shelter
3. Board direction.

Staff Recommendation:

Options #1 & #2.

Attachments:

1. Leon County Ordinance No. 2013-08, Discretionary Funding Guidelines
2. Fiscal Planning Policy 93-44
3. List of Outside Agency Contracts
4. FY 2017 Board Travel Calendar

Leon County Code of Laws – Chapter 2

ARTICLE XI. - DISCRETIONARY FUNDING GUIDELINES

Sec. 2-600. - Application of article.

This article shall govern the allocation of discretionary funds and provide the board a maximum amount of annual funding available in each of the following fund categories:

- (a) Community human services partnership fund;
- (b) Community human services partnership—Emergency fund;
- (c) Commissioner district budget fund;
- (d) Midyear fund;
- (e) Non-departmental fund; and
- (f) Youth sports teams fund.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-601. - Annual appropriation.

Funding for the purposes set forth in this article shall be subject to an annual appropriation by the board in accordance with this article.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-602. - Definitions.

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

Community human services partnership fund shall mean funds eligible for allocation to social service programs.

Community human services partnership—Emergency fund shall mean funds eligible for allocation for one time funding to meet an emergency situation.

Commissioner district budget fund shall mean funds eligible for allocation to each commissioner for activities relating to his or her district or the county at large.

Emergency situation shall mean those exigent circumstances that would prohibit or severely impact the ability of a currently funded community human services partnership (CHSP) agency to provide services.

Midyear fund shall mean funds eligible for allocation for requests that occur outside of the regular budget process.

Non-departmental fund shall mean funds eligible for allocation for non-profit entities that are included, by direction of the board, as part of the regular adopted budget.

Non-profit shall mean an entity that has been designated as a 501(c)(3) eligible by the U.S. Internal Revenue Services and/or registered as a non-profit entity with the Florida Department of State.

Youth sports teams fund shall mean funds eligible for allocation for temporary and nonrecurring youth sporting events such as tournaments and playoffs, and events recognizing their accomplishments.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-603. - Application process.

- (a) The county administrator or his designee is authorized to develop forms and procedures to be used by a non-profit, group or individual when submitting a request for funding consistent with the provisions herein.
- (b) The county administrator or his designee shall establish a process for evaluating requests for funding made pursuant to this article.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-604. - Funding category guidelines.

(a) *Community human services partnership program fund.*

- (1) Non-profits eligible for community human service partnership (CHSP) funding are eligible to apply for funding for other programs or specific event categories as long as the organization does not receive multiple county awards for the same program or event, or when requesting funding for an activity that is not CHSP eligible, such as capital improvements.
- (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services program.

(b) *Community human services partnership program—Emergency fund.*

- (1) Non-profits that are funded through the CHSP process are eligible to apply for emergency, one-time funding through the community human services partnership program—Emergency fund.
- (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services partnership program—Emergency fund.
- (3) These funds are available to any agency that is currently funded through the CHSP process.
- (4) The request for emergency funding shall be made at a regular meeting of the board. If deemed appropriate, the request for emergency funding shall then go before a CHSP sub-committee consisting of members from the CHSP review boards of each of the partners (Leon County, the City of Tallahassee, and the United Way of the Big Bend). The sub-committee shall determine if the situation would qualify as an emergency situation and what amount of financial support would be appropriate. The CHSP shall then make a recommendation to the county administrator, who is authorized to approve the recommendation for funding.
- (5) In the event the board does not meet in a timely manner, as it relates to an agency's request, the county administrator shall have the authority to appropriate expenditures from this account.

(c) *Commissioner district budget fund.*

- (1) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the commissioner district budget fund.
- (2) Expenditures shall only be authorized from this account for approved travel, and office expenses.

(d) *Midyear fund.*

- (1) Non-profits, groups or individuals that do not fit into any of the other categories of discretionary funding as outlined in this article are eligible to apply for midyear funding.
- (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the midyear fund.

- (3) In the event the board does not meet in a timely manner, as it relates to a funding request, the county administrator shall have the authority to appropriate expenditures from this account. Such action is thereafter required to be ratified by the board.
- (e) *Non-departmental fund.*
- (1) Non-profits eligible for non-departmental funding are eligible to apply for funding in any other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event. Eligible funding activities in this category are festivals and events and outside service agencies.
 - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the non-departmental fund.
 - (3) Non-profits eligible for funding through the cultural resources commission (CRC) Leon County Grant Program (funded through the non-departmental process) are eligible for funding in other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event.
- (f) *Youth sports teams fund.*
- (1) Non-profits or athletic teams of the Leon County School System that are eligible for the county's youth athletic scholarship program are not eligible for funding pursuant to this article.
 - (2) Annually, as part of the budget process, the board shall determine the amount of funding pursuant to this article.
 - (3) The award for youth sports teams shall not exceed \$500.00 per team.
 - (4) Youth sports teams requesting funding from the board shall first submit their requests in writing to the county administrator or his or her designee for review and evaluation. The request must include certified documentation establishing the legitimacy of the organization.
 - (5) Funding will be allocated on a first-come, first-served basis. In the event that more than one request is received concurrently when the fund's balance is reduced to \$500.00, the remaining \$500.00 will be divided equally among the applicants meeting the evaluation criteria.
 - (6) Applicants must have participated in a city, county, or school athletic program during the year in which funding is sought.
 - (7) Team participants must be 19 years of age or younger.
 - (8) The requested funding shall support post-season activity, e.g., tournaments, playoffs, or awards banquets associated with extraordinary performance.
 - (9) After the youth sports team funding level is established by the board during the budget process, the county administrator shall have the authority to appropriate expenditures from this account.
- (g) *Appropriation process.* Annually, prior to March 31, the board shall:
- (1) Determine the amount of funding set aside for each funding category identified in this article;
 - (2) Determine the list of permanent line item funded entities that can submit applications for funding during the current budget cycle; and
 - (3) Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.

(Ord. No. 06-34, § 1, 11-14-06; Ord. No. 11-04, § 1, 2-8-11; Ord. No. 11-08, § 1, 5-24-11; Ord. No. 13-08, § 1, 3-12-13)

Secs. 2-605—2-699. - Reserved.

Board of County Commissioners Leon County, Florida

Policy No. 93-44

Title: Fiscal Planning

Date Adopted: May 10, 2016

Effective Date: May 10, 2016

Reference: N/A

Policy Superseded: Policy No. 92-3, "Fiscal Planning," adopted 3/10/92. Superseded by Policy No. 93-44, adopted 8/10/93; and amended 11/16/04, 2/8/11, and 3/11/14

It shall be the policy of the Board of County Commissioners of Leon County, Florida that: Policy No. 93-44, amended by the Board of County Commissioners on March 11, 2014, is hereby further amended as follows:

The County will establish fiscal planning practices to:

1. Provide that the annual operating and capital budget for Leon County shall be developed in conformity with the Tallahassee-Leon County Comprehensive Plan by the Office of Management and Budget, under the advisement of the County Administrator and adopted as provided in State law by a majority vote of the Board of County Commissioners presiding in a public hearing.
2. Provide for the development and annual review of a capital improvement budget. This budget shall contain a 5-year plan for acquisition and improvement of capital investments in the areas of facilities, transportation, equipment and drainage. This budget shall be coordinated with the annual operating budget.
3. Provide that the Board of County Commissioners will continue to reflect fiscal restraint through the development of the annual budget. In instances of forthcoming deficits, the Board will either decrease appropriations or increase revenues.
4. Provide that the County will strive to better utilize its resources through the use of productivity and efficiency enhancements while at the same time noting that the costs of such enhancements should not exceed the expected benefits.
5. Provide that expenditures which support existing capital investments and mandated service programs will be prioritized over those other supporting activities or non-mandated service programs.

6. Provide that the County Administrator shall be designated Budget Officer for Leon County and will carry out the duties as set forth in Ch. 129, F.S.
7. Provide that the responsibility for the establishment and daily monitoring of the County's accounting system(s) shall lie with the Finance Division of the Clerk of the Circuit Court, and that the oversight of investment and debt management for the government of Leon County shall lie with the Board of County Commissioners.
8. Annually, prior to March 31, the Board of County Commissioners will:
 - A. Establish a budget calendar for the annual budget cycle.
 - B. Confirm the list of permanent line item funded agencies that can submit applications for funding during the current budget cycle.
 - C. Establish the amount of funding to sponsor community partner/table events in an account to be managed by the County Administrator.
 - D. Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.
9. Provide that this policy shall be reviewed annually by the Board of County Commissioners to ensure its consistency and viability with respect to the objectives of the Board and its applicability to current state law and financial trends.
10. Annually, as part of the annual budget process, staff will prepare a budget discussion item providing a mid-year performance report for all outside agency contracts and include funding recommendations for the following fiscal year.

Revised 5/10/2016

Outside Agencies
1) Legal Services of North Florida
2) Kearney Center/Homeless Shelter
3) DISC Village
4) Tallahassee Memorial Hospital-Trauma Center
5) Tallahassee Senior Citizens Foundation
6) St. Francis Wildlife Association
7) Tallahassee Trust for Historic Preservation
8) Whole Child Leon
9) Domestic Violence Coordinating Council
10) United Partners for Humans Services (UPHS)
11) OASIS Center
12) Sharing Tree
13) Sustainable Tallahassee

2017 Travel Schedule

DATE 2017	Conference	Location	Estimated Costs*
February 2 & 3 Thurs. & Friday	FAC Advanced County Commissioner Certification (Seminar 2 of 3) Workshop	Gainesville, FL	\$875
February 25 – March 1, 2017	NACo Legislative Conference	Washington, DC	\$2,295
April 27 & 28	FAC Advanced County Commissioner (Seminar 3 of 3) Workshop	Gainesville, FL	\$875
June 27-30	FAC Annual Conference and Educational Exposition	Palm Beach County West Palm Beach, FL	\$1,265
July 21-24	NACo Annual Conference	Franklin County Columbus, Ohio	\$1,460
July 26-29	National Urban League Annual Conference	St. Louis	\$1,325
August 10-13	Greater Tallahassee Chamber of Commerce Annual Conference	Amelia Island Plantation Fernadina Beach, FL	\$1,760
September 13-14	FAC Policy Committee Conference	Central Florida (Location TBD)	\$630
TBD (typically mid-September)	Congressional Black Caucus Annual Legislative Conference	Washington, D.C.	\$1,350
October 22-25	ICMA Annual Conference	San Antonio	\$2,000
TBE (typically October)	FAC Advanced County Commissioner Certification	Gainsville, FL	\$872
November 15-17	FAC Legislative Conference and Commissioner Workshops	Sarasota, FL	\$1,225
		Total:	\$15,932

*Estimate includes travel related costs, including: hotel; fare; registration; and per diem

**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

March 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Full Board Appointments to the Apalachee Regional Planning Council, CareerSource Capital Region Board and the Tourism Development Council

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

Statement of Issue

This agenda item seeks the full Board's consideration of appointments to the Apalachee Regional Planning Council, CareerSource Capital Region Board and the Tourism Development Council.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: The full Board to consider the appointment of Beth Kirkland to the Private Sector vacancy on the CareerSource Capital Region Board for the remainder of the three-year term ending June 30, 2019.
- Option #2: The full Board to confirm the appointment of City Commissioner Nancy Miller to the Municipal Official vacancy on the Apalachee Regional Planning Council for a two-year term ending December 31, 2018.
- Option #3: The full Board to confirm the appointment of City Commissioners Nancy Miller and Scott Maddox to the Municipal Official vacancies on the Tourist Development Council for four-year terms ending December 31, 2020.

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:

CareerSource Capital Region Board (CSCR)

Purpose: CareerSource Capital Region Board provides for enhanced coordination, cooperation, collaboration and outcomes, by and between several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and job skills in order to advance economically and socially throughout their lifetime. The CSCR Board also focuses on providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets.

Composition: Pursuant to Florida Statute Chapter 445 and the interlocal agreement between CareerSource Capital Region, and the Board of County Commissioners from Gadsden, Leon and Wakulla Counties, there are a total of 23 voting members; 7 of which are private sector seats appointed by the Leon County Board of County Commissioners. The 7 Leon County private sector seats are for members who are 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. Nominations for the private sector seats are submitted by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc. Such nominations shall be representative of the business community. Terms are for three years with a term limit of three terms. Vacancies are filled for the remainder of an unexpired term.

Vacancy: The term of Leon County member Barbara Edwards, expired on June 30, 2016. Ms. Edwards served three terms and therefore was not eligible for reappointment due to term limits. The Florida Economic Development Council nominates Beth Kirkland and her application and letter of nomination is attached (Attachment #1). See Table #1.

Table #1: CareerSource Capital Region

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Barbara Edwards	6/30/2016	1.	Beth Kirkland	Full Board to make an appointment for the remainder of the three-year term ending 6/30/2019

Apalachee Regional Planning Council (ARPC)

Purpose: The ARPC is a multi-purpose agency that provides technical assistance in the areas of economic development, emergency planning, transportation and quality of life to meet the needs of member local governments within the nine-county region. The ARPC region is comprised of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Counties and their municipalities.

Composition: Pursuant to Florida Administrative Code 29L-1, Leon County has three representatives on the ARPC; one county-elected official (County Commissioner) appointed by the full Board, one municipal-elected official (City Commissioner) selected by the City Commission and appointed by the County Commission, and the Governor appoints the third representative. Members serve a two-year term. At the December 13, 2016 meeting, the Board appointed Commissioner Kristin Dozier as the County representative on the ARPC.

Vacancy: The term of City Commissioner Nancy Miller expired on December 31, 2016 as per the letter received from the Apalachee Regional Planning Council (Attachment #2). The City has designated Commissioner Miller to serve on the ARPC for another two-year term (Attachment #3). See Table #2.

Table #2: Apalachee Regional Planning Council

Vacancies	Term Expiration	City Letter Attachment #	Eligible Applicants	Recommended Action
Nancy Miller	12/31/2016	3.	Nancy Miller	Full Board to confirm the reappointment for a two-year term ending 12/31/2018

Tourist Development Council (TDC)

Purpose: The TDC assists in the development of plans for tourist development in Leon County/Tallahassee and makes recommendations for uses of the tourist development tax revenue.

Composition: The TDC is composed of nine members appointed by the Board of County Commissioners

- One member shall be the Chairman of the Board or any other member of the Board as designated by the Chairman, and who shall serve as vice chairman of the Council.
- Two members shall be elected municipal officials.
- Three members shall be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tourist development tax.
- Three members shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.

- In addition, there are two ad hoc, non-voting positions on the TDC: the Executive Director of the Council on Culture and Arts and a representative from the Tallahassee Sports Council.

Members serve a four-year term, except for the Chairman of the Board who serves a two-year term per Policy No. 11-2.

Vacancies: The terms of City Commissioners Nancy Miller and Scott Maddox expired on October 31, 2016. Mayor Gillum has designated Commissioners Miller and Maddox to each serve on the TDC for another four-year term (Attachment #4). See Table #3.

Table #3: Tourist Development Council

Vacancies	Term Expiration	City Letter Attachment #	Eligible Applicants	Recommended Action
Nancy Miller	10/31/2016	4.	Nancy Miller	Full Board to confirm the reappointments for four-year terms ending 12/31/2020
Scott Maddox	10/31/2016	4.	Scott Maddox	

Options:

1. The full Board to consider the appointment of Beth Kirkland to the Private Sector vacancy on the CareerSource Capital Region Board for the remainder of the three-term ending June 30, 2019
2. The full Board to confirm the appointment of City Commissioner Nancy Miller to the Municipal Official vacancy on the Apalachee Regional Planning Council for a two-year term ending December 31, 2018.
3. The full Board to confirm the appointments of City Commissioners Nancy Miller and Scott Maddox to the Municipal Official Vacancies on the Tourist Development Council for four-year terms ending December 31, 2020.
4. Board direction.

Recommendation:


Options #1, #2 & #3.

Attachments:

1. Application, resume and nomination letter for Beth Kirkland
2. Letter from the Apalachee Regional Planning Council
3. Letter from City regarding the ARPC
4. Letter from City regarding the TDC

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

CAREERSOURCE CAPITAL REGION BOARD

<p>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</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: Beth Kirkland		Date: 2/15/2017 6:01:08PM
Home Phone: (850) 212-1056	Work Phone: ()-X	Email: bethkirkland@live.com
Occupation: PRINCIPAL, BETH KIRKLAND CONSULTING LLC	Employer: SELF	
Preferred mailing location: Work Address		
Work Address: 3950 SHUMARD OAK BLVD		
City/State/Zip: TALLAHASSEE, FL 32311		
Home Address 3950 SHUMARD OAK BLVD		
City/State/Zip: TALLAHASSEE, FL 32311		
Do you live in Leon County? Yes	If yes, do you live within the City limits? Yes	
Do you own property in Leon County? Yes	If yes, is it located within the City limits? Yes	
For how many years have you lived in and/or owned property in Leon County?		23 years
Are you currently serving on a County Advisory Committee?		No
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees?		No
If yes, on what Committee(s) are you a member?		
<u>If you are appointed to a Committee, you are expected to attend regular meetings.</u>		
How many days per month would you be willing to commit for Committee work?		4 or more
And for how many months would you be willing to commit that amount of time?		6 or more
What time of day would be best for you to attend Committee meetings?		Day
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian Sex: Female Age: 52.00</p> <p>Disabled? No District: District 5</p>		
<p>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</p>		

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

Name: CATHY CHAMBERS Telephone: 904-349-0589
Address: 3551 BLAIRSTONE RD. STE 105-138, TALLAHASSEE FL 32301

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Beth Kirkland

This application was electronically sent: 2/15/2017 6:01:08PM



Beth Kirkland, CEcD

Principal of Beth Kirkland Consulting, LLC

Certified Economic Developer, International Economic Development Council

Florida Economic Development Council –Past Chair 2012-13 and current Executive Director

Florida Small Business Development Council Network Advisory Council

Vice Chair of Career Source Capital Region

BS Computer Science, 1986, University of Louisiana-Monroe

MS Engineering Systems Analysis, 1988, University of Central Florida

25+ year career in business and economic development

Background

- Beth is the principal of Beth Kirkland Consulting, LLC, an economic and business development consulting and management services firm. Beth's current clients include: Gadsden County Development Council in Florida, the Florida Economic Development Council and BRPH Architects-Engineers. Additionally, Beth maintains a consulting affiliation with Leotta Location+Design, LLC, providing industry-specific site selection and community economic development consulting.
- A Floridian since 1986, Beth has over 25 years of business development experience in defense, healthcare, information technology, manufacturing and economic development. She has successfully led multiple professional fund development campaigns.
- As an internationally certified economic developer, Beth has the privilege of working with tremendous community and business leaders who garner vast support from industry, higher education and governments to collectively build and fund comprehensive economic & business development strategies balanced among new business development, existing industry growth and business attraction. Leveraging key transportation and university research assets, Beth has implemented programs designed to guide start-ups through the most vulnerable stages of business formation. She is also a key partner in establishing economic gardening in Florida - a key resource for growing second stage companies. Beth instituted a Business Retention & Expansion (BRE) program in North Florida connecting industry, education and government to affect a positive business climate specific to multiple industry sectors. Beth is also involved throughout Florida in leveraging transportation infrastructure in support of strategic sites identification and preparation.
- During her career in economic development, Beth has served in communities that have announced jobs in the sectors of IT, Healthcare, Energy, Advanced Materials, Warehousing/Distribution, Transportation Solutions, Back Office and Manufacturing.
- Beth resides in Tallahassee and has two grown children, a beautiful granddaughter and a son who is enjoying high school.



February 15, 2017

Leon County Commissioners
ATTN: Mary Smach
301 South Monroe
Tallahassee, FL 32301

RE: CareerSource Capital Region Vacancy

Enclosed is the recommendation to approve Beth Kirkland for the vacant appointment position on the CareerSource Capital Region Board. Beth is currently on the Board in an Economic Development position required by the federal law. Moving her to an appointed position with Leon County, where she resides, will allow her to move to chair position of the CareerSource Capital Region Board in July.

This will also create a vacancy on the Economic Development position where the recommendation is for Cristina Paredes from OEV to fill that position.

Any question feel free to call me at 617-4601



Jim McShane
CEO





EDUCATE. ADVOCATE. CONNECT.

February 14, 2017

To Whom It May Concern:

I am writing to recommend Beth Kirkland to serve on the Board of CareerSource Capital Region. I have had the privilege of working with Beth Kirkland for several years as colleagues in the economic development profession. She understands the value of a collaborative approach between economic and workforce developers to affect job creation in Florida regions and communities. Beth served on the Board of Governors for the Florida's Great Northwest Workforce Innovation for Regional Economic Development (WIRED) federal grant program that transformed the way economic development is approached in northwest Florida. WIRED is a precedent for today's Workforce Innovation & Opportunity Act (WIOA) and the focus on sector strategies. Beth, as principal of her consulting practice, Beth Kirkland Consulting, LLC, is a leader in the implementation of sector strategies and, as such, will be of great value to CareerSource Capital Region.

Sincerely,

A handwritten signature in black ink that reads "Cathy Chambers".

Cathy Chambers, Chairman
Florida Economic Development Council

3551 Blairstone Rd, Ste 105-138
Tallahassee, FL, 32301

www.fedconline.org

PH: 850.601.0871
FX: 850.601.0871



Apalachee Regional Planning Council

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson
Liberty, Leon and Wakulla Counties and their municipalities

November 16, 2016

The Hon. Bill Proctor, Chairman
Leon County Board of Commissioners
301 S. Monroe Street
Tallahassee, FL 32301

Re: Apalachee Regional Planning Council 2017/2018 Appointments

Dear Chairman Proctor:

Pursuant to *Florida Administrative Code*, Chapter 29L-1, Leon County is entitled to have three representatives on the Apalachee Regional Planning Council (ARPC). Two of these representatives are appointed locally by the Board of County Commissioners; one must be a county-elected official and one must be a municipal-elected official. The Governor appoints the third representative.

Enclosed is an appointment form listing Leon County's current appointees to the Council. You may re-appoint elected officials currently serving on the ARPC Board; however, due to changes resulting from recent elections and reorganizations, it may be necessary for you to appoint new representatives. The appointment is for a 2-year term beginning January 1, 2017.

Also enclosed is the 2015/2016 attendance record for Apalachee Regional Planning Council members from Leon County. It is very important for both the County and the Council that the appointed representatives attend and participate in Council meetings. Decisions are made that directly affect local governments of the Apalachee region as well as its constituents.

You will need to return the enclosed appointment form to the Council office as soon as an appointment determination has been made. Please do not hesitate to contact me with any questions or if you need any additional information. Your continued support and cooperation are greatly appreciated. The next regularly scheduled ARPC meeting will be January 21, 2017.

Sincerely,

Chris Rietow
Executive Director

cc: Vincent Long, Leon County Administrator
Mary Smach, Leon County Appointment Office

2507 Callaway Road, Suite #200 • Tallahassee, Florida 32303
Telephone: 850-488-6211 • Facsimile: 850-488-1616
www.thearpc.com

LEON COUNTY

ARPC CURRENT APPOINTEES - 1/1/15 - 12/31/16

County Elected	Jane Sauls
Municipal Elected	Nancy Miller
Governor's Appointee	Lisa Miller

ARPC APPOINTEES FOR 1/1/17 - 12/31/18

County Elected	_____
Alternate	_____
Municipal Elected	_____
Alternate	_____

TO: CHAIRMAN, APALACHEE REGIONAL PLANNING COUNCIL

The above named individuals have been appointed/reappointed to the Governing Board of the Apalachee Regional Planning Council.

SIGNED:

ATTEST:

**CHAIRMAN
BOARD OF COUNTY COMMISSIONERS**

CLERK OF CIRCUIT COURT

NOTE: *THE COUNCIL WILL CONSIDER CURRENT APPOINTEES AS MEMBERS UNTIL THIS FORM IS RECEIVED IN COUNCIL OFFICES.*

Please return this form to: **Apalachee Regional Planning Council
2507 Callaway Road, Suite 200
Tallahassee, FL 32303**

ARPC Board Member Attendance - Leon County			
ARPC Meeting Date	County Elected Leon County Commissioner Jane Sauls	Municipal Elected City of Tallahassee Commissioner Nancy Miller	Governor's Appointee (Leon County) Lisa Miller
1/22/2015	√		√
4/2/2015	√		√
5/28/2015	√		√
7/30/2015	√		√
10/1/2015		√	
11/19/2015			√
1/28/2016			
3/31/2016	√	√	
5/19/2016		√	
7/21/2016		√	√
9/15/2016		√	√
11/17/2016		√	

An All-America City

January 20, 2017

Mr. Vincent S. Long
Leon County Administrator
301 S. Monroe Street
Tallahassee, Florida 32301

Re: Apalachee Regional Planning Council Member Nomination

Dear Vincent,

As per Florida Administrative Code 29L-1.007, the Apalachee Regional Planning Council (ARPC) has one elected representative of the City, appointed by the Board of County Commissioners, on its membership serving a two-year term. Currently, Commissioner Miller serves as the ARPC member and her term expired on December 31, 2016.

The City would like to nominate Commissioner Miller for reappointment for a two-year term ending December 31, 2018.

Respectfully,



Ricardo Fernandez
City Manager

cc: Nancy Miller, City Commissioner



An All-America City

January 24, 2017

Mr. John E. Dailey, Chairman
Leon County Board of County Commissioners
301 S. Monroe Street
Tallahassee, Florida 32301

Dear Chairman Dailey:

Commissioners Scott Maddox and Nancy Miller's terms on the Leon County Tourist Development Council expired October 31, 2016. I am pleased to advise you that Commissioner Scott Maddox and Commissioner Nancy Miller are selected as my designees for their continued service on the Leon County Tourist Development Council.

Should you have any questions or concerns, please contact me at (850)891-2000.

Respectfully,

A handwritten signature in black ink that reads "Andrew D. Gillum". The signature is fluid and cursive, with a long horizontal flourish at the end.

Andrew D. Gillum
Mayor

cc: Scott Maddox, City Commissioner
Nancy Miller, City Commissioner
Kerri Post, Director-Department of Tourism Development

**Leon County
Board of County Commissioners**

Notes for Agenda Item #15

Leon County Board of County Commissioners

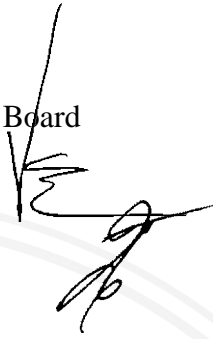
Agenda Item #15

March 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 Proposed Amendments to Chapters 5, 6, 10, and 14 of the Leon County Code of Laws to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law



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

Statement of Issue:

This agenda item requests the Board to conduct a first and only public hearing to consider and adopt a proposed Ordinance (Attachment #1) amending Chapters 5, 6, 10, and 14 of the Leon County Code of Laws to streamline the nuisance abatement process, reorganize and rename Chapter 14, and make consistent with Florida law.

Fiscal Impact:

The adopted budget includes \$50,000 to support the abatement of structures declared to be a public nuisance by the Nuisance Abatement Board, consistent with the proposed ordinance.

Staff Recommendation:

Option #1: Conduct first and only public hearing and adopt proposed Ordinance (Attachment #1) amending Chapters 5, 6, 10 and 14 of the Leon County Code of Laws regarding the nuisance abatement process.

Report and Discussion

Background:

At the February 7, 2017 meeting, the Board approved the scheduling of the Public Hearing to consider proposed amendments to Chapters 5, 6, 10, and 14 of the Leon County Code of Laws to streamline the nuisance abatement process, reorganize and rename Chapter 14, and make consistent with Florida law.

The proposed Ordinance will streamline the nuisance abatement process by creating a Nuisance Abatement Board. The proposed Ordinance also reorganizes Chapter 14 of the Leon County Code of Laws, corrects scrivener's errors, and amends Chapters 5, 6, 10 and 14 to be consistent with Florida law. The title of Chapter 14 will also be changed from "Public Nuisances" to "Property Safety and Maintenance."

The Notice of Public Hearing (Attachment #2) was timely published in accordance with Section 125.66, Florida Statutes.

Analysis:

Public nuisances, such as dilapidated structures, unsafe buildings, abandoned personal property and junk, excessive weed growth, are prohibited under the Leon County Code of Laws. Once a County code inspector has determined that a public nuisance exists on private property, the County will notify the owner and specify the remedial steps necessary to bring the property into compliance. 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.

The proposed Ordinance will create a Nuisance Abatement Board to be comprised of the members of the Code Enforcement Board. The Nuisance Abatement Board will only consider 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. The Nuisance Abatement Board will provide notice and conduct a hearing specifically to determine whether or not a building or premises presents a serious and continuing danger to the public and/or occupants. If the Nuisance Abatement Board determines that a building or premises presents a serious and continuing danger to the public and/or occupants, the County, through the County Administrator or designee, will be 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: First and Only Public Hearing to Consider Proposed Amendments to Chapters 5, 6, 10, and 14 of the Leon County Code of Laws to Streamline the Nuisance Abatement Process, Reorganize and Rename Chapter 14, and Make Consistent with Florida Law

March 7, 2017

Page 3

The proposed Ordinance will change the requirement to seek a budget amendment and to bid out each demolition of a public nuisance, and will instead follow the County's procurement policy. The proposed Ordinance will also remove the responsibility of enforcement for abandoned vehicles found on public property from code inspectors to law enforcement.

Other revisions posed by the proposed Ordinance include renaming Chapter 14 of the Leon County Code of Laws as "Property Safety and Maintenance" and reorganizing and streamlining Chapter 14 to provide for better flow and consistency. For example, under the current Code, each article in Chapter 14 had a section for definitions. Under the proposed Ordinance, all definitions will be consolidated into one section. Additionally, the proposed Ordinance will amend Chapters 5, 6, 10, and 14 of the Code of Laws to reflect current Florida law. In response to a Florida Supreme Court case, the proposed Ordinance will add an appeal period to allow violators to appeal the amount of the fine imposed to the Code Enforcement Board; a violator still cannot appeal the finding of a violation except to the circuit court. Further, the proposed Ordinance will correct various scrivener's errors and make other minor corrections to the existing Code.

Finally, the proposed Ordinance will create a new section regarding repeat invalid complaints. Unfortunately, Code Compliance staff have encountered situations where neighbors use Code Enforcement as a way to harass each other, thus wasting County resources. The proposed Ordinance will provide that the County may not investigate a complaint for six months if the County has received two complaints within one year determined to be invalid by code compliance staff or the Code Enforcement Board regarding the same property without a change in ownership.

Options:

1. Conduct first and only public hearing and adopt the proposed Ordinance (Attachment #1) amending Chapters 5, 6, 10 and 14 of the Leon County Code of Laws to streamline the nuisance abatement process, reorganize and rename Chapter 14, and make consistent with Florida law.
2. Conduct first and only public hearing and do not adopt the proposed Ordinance amending Chapters 5, 6, 10 and 14 of the Leon County Code of Laws to streamline the nuisance abatement process, reorganize and rename Chapter 14, and make consistent with Florida law.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Notice of Public Hearing

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 Junk shall mean any junked or abandoned motor vehicle or parts thereof; any real property,
40 fixture, personal property or other article having only nominal or salvage value which has been
41 left unprotected from the elements; combustible and noncombustible waste materials of any kind
42 or character; trash, debris, waste, litter, or refuse; and any other discarded or abandoned
43 personalty, including, but not limited to, iceboxes, refrigerators, deep-freeze lockers, clothes
44 washers, clothes dryers, stoves and household furniture and furnishings. The term does not

1 include reasonable natural debris accumulations in wooded areas or on lawns, such as shrubbery
2 and lawn clippings, leaves and compost piles for normal, personal, noncommercial use.

3
4 *Junked or abandoned motor vehicle* shall mean a motor vehicle that is a self-propelled
5 vehicle that is not a bicycle, motorized scooter, electric personal assistive mobility device,
6 swamp buggy, racecar, moped, or vehicle operated upon rails or guideway, and meets any of the
7 following conditions:

8
9 (1) It does not have a license tag for the current year;

10
11 (2) Any part, equipment or piece thereof necessary for its operation is and remains
12 removed therefrom for a period of at least 15 days;

13
14 (3) It is on the property of another without written permission of the owner of such
15 property or premises;

16
17 (4) It is on property contrary to or in violation of any zoning law, regulation or
18 ordinance;

19
20 (5) It is found at any location in the county and the owner or any person having
21 custody or possession thereof cannot, after reasonable search and inquiry, be
22 found or located;

23
24 (6) It is located in close proximity to a parcel of land with other junked or abandoned
25 vehicles, and is not under the control or supervision of some person whose
26 whereabouts can be ascertained upon reasonable search and inquiry; or

27
28 (7) For any other reason the motor vehicle appears, after reasonable inquiry and
29 investigation, to be junked or abandoned.

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

37
38 *Litter* shall mean all waste materials, including, but not limited to, garbage, bottles, glass,
39 crockery, cans, scrap metal, paper, plastic, rubber, waste building materials and disposable
40 packages or containers, and animal and vegetable waste resulting from the handling, preparation,
41 cooking and consumption of food.

42
43 *Litter receptacle* shall mean a container with a capacity of not less than ten gallons,
44 constructed and placed for use as a depository for litter.

1 Lot means a designated parcel, tract, or area of land established by plat, subdivision, or as
2 otherwise permitted by law, to be used, developed, or built upon as a unit, but excluding areas
3 designated for open spaces, whether or not these areas are designated as lots on the plat.
4

5 *Occupant* shall mean any person holding a written or oral lease of, or occupying the whole
6 or part of, the premises.
7

8 *Open-pit mining* shall mean the method of removing rock, sand, or other minerals by
9 removal from an open pit, borrow pit, actual pit, or other manmade depression from which
10 material is being extracted in the course of an open-pit mining operation.
11

12 Overgrowth means any herbaceous or woody plant life, including weeds, grasses, and
13 shrubbery not being cultivated for ornamental purposes, which vegetation is more than 18 inches
14 tall and is located in any residentially zoned district in the county.
15

16 *Owner* shall mean the person(s) or entity(ies) holding fee simple title to a parcel, building, or
17 structure any person who, alone or jointly or severally with another has legal title to any
18 premises, with or without accompanying actual possession thereof.
19

20 *Parcel* shall mean real property in the county, which has a single property certification
21 number assigned to it by the property appraiser of the county.
22

23 *Premises* shall mean a lot, plot, tract, parcel of land, or other real estate, including the
24 buildings and structures thereon which, because of its unity of use, may be regarded as the
25 smallest conveyable unit of real estate.
26

27 *Private property* shall mean property owned by any person, including but not limited to
28 yards, grounds, driveways, entrances or passageways, parking areas, storage areas, bodies of
29 water, vacant land and recreation facilities, that is not public property.
30

31 *Public property* shall mean lands and improvements owned by the Federal Government, the
32 state, the county, a municipality, or special district and includes sovereignty submerged lands
33 located adjacent thereto, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways,
34 rights-of-way, and other similar property.
35

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

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

1
2 | ~~Sec. 14-2.1. Drainage of filthy fluids onto street or property of others prohibited.~~
3

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

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

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

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

20 **Sec. 14-4. Applicability.**
21

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

25 **Sec. 14-5. Enforcement.**
26

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

32 | **Sec. 14-6. Inspection of lands.**
33

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

37 | **Sec. 14-7. Repeat invalid complaints.**
38

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

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

1 (c) The county may not investigate a complaint for six months if the county has received two
2 complaints within one year determined to be invalid by the code inspector or code enforcement
3 board regarding the same property without a change in ownership of said property.

4
5 **Sec. 14-2.28. Regulation of open-pit mining and construction and demolition debris**
6 **disposal operations.**

7
8 ~~By January 27, 2009, a~~All areas proposed for use, currently used, or previously used for
9 open-pit mining operations and/or construction and demolition debris disposal must be secured
10 by a fence. The fence must be a least four feet in height with openings that will reject the passage
11 of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain
12 locked when workers or employees of the land owner or mining company are not present at the
13 site. At every gate or access point, at least one sign must be posted which states, in at least four-
14 inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that
15 there may be hazardous conditions on the premises. The requirements of this section shall not
16 apply to those areas determined by the county administrator or designee to have been reclaimed
17 wherein no slope exceed a grade of greater than four to one horizontal run to vertical rise.

18
19 ~~Sec. 14-3. Inspection of lands to determine violation.~~

20
21 ~~The code inspector shall, as often as may be necessary, inspect land within the county to~~
22 ~~determine if a violation of this chapter exists.~~

23
24 ~~Sec. 14-4. Enforcement; notice and hearing.~~

25
26 ~~If a code inspector shall determine that a public nuisance exists in accordance with the~~
27 ~~standards set forth in these sections on any lot, tract, parcel, or other real property within the~~
28 ~~county, whether improved or unimproved, the inspector shall:~~

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

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

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

42
43 ~~The provisions of this article are in addition to provisions and requirements set forth in other~~
44 ~~chapters or portions of this Code, and by state law.~~

1 | ~~Sec. 14-5. Abatement by county.~~

2 |
3 | ~~(a) — If after a hearing, as provided for in Chapter 6, the code enforcement board~~
4 | ~~determines that the conditions which exist on the property constitutes a public nuisance, the~~
5 | ~~owner of the property shall have a reasonable time, as described by the code enforcement board,~~
6 | ~~to remove or correct the conditions, after which time the county, through the county~~
7 | ~~administration or agents or contractors hired by the county administration, shall have the right to~~
8 | ~~have the conditions abated at the expense of the property owner. Upon having the nuisance~~
9 | ~~abated, the county shall mail, by certified mail, return receipt requested, to the owner a notice of~~
10 | ~~the cost of abating the conditions. If payment is not received within 15 days after the mailing of~~
11 | ~~the notice of assessment for the work together with all costs of inspection and administration, the~~
12 | ~~county may file a lien against the property for the actual cost of the work, inspection and~~
13 | ~~administration costs, interest, plus reasonable attorney's fee, and other costs of collecting the~~
14 | ~~sums. Nothing herein shall be construed to prevent the county from exercising its discretion to~~
15 | ~~increase or decrease charges based on costs or bid considerations, or utilizing means other than~~
16 | ~~that contemplated in the notice provided for in this section, to abate the conditions violative of~~
17 | ~~this article.~~

18 |
19 | ~~(b) — Liens created pursuant to this section and recorded in the public records shall~~
20 | ~~remain liens coequal with the liens of all state, county, district, and municipal taxes, and coequal~~
21 | ~~with all other liens, title and claims, until paid, and shall bear interest annually at a rate not to~~
22 | ~~exceed the legal rate allowed for such liens, and may be foreclosed pursuant to the procedure set~~
23 | ~~forth in F.S. ch. 173.~~

24 |
25 | ~~Sec. 14-6. Abatement bid procedure.~~

26 |
27 | ~~The county shall obtain competitive bids pursuant to the county's normal bidding,~~
28 | ~~purchasing and contracting requirements for services entailed in carrying out the abatement of~~
29 | ~~nuisances under this article. The successful bidder shall be required to provide insurance and~~
30 | ~~bonding as the county deems advisable.~~

31 |
32 | **SECTION 3.** Chapter 14, Article II of the Code of Laws of Leon County, Florida, is hereby
33 | renamed “Dilapidated Structures” and amended to read as follows:

34 |
35 | **ARTICLE II. DILAPIDATED STRUCTURES**

36 |
37 | **Sec. 14-20. Findings of fact and intent.**

38 |
39 | Dilapidated structures are a blighting factor which deteriorates property and can cause the
40 | property to become a threat to public health, safety and welfare. Dilapidated structures can also
41 | depreciate the value of the property and the value of the adjacent and surrounding properties. The
42 | Board of County Commissioners finds that dilapidated structures are a public nuisance. It is the
43 | intent of this article to provide for the prohibition of dilapidated structures as herein set forth.
44 | The Board of County Commissioners further authorizes the use of any and all means, including
45 | the use of county funds to abate dilapidated structures should the dilapidated structure threaten
46 | public health, safety or welfare.

1
2 | **Sec. 14-21. Prohibited conditions.**
3

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

9 **Sec. 14-22. Enforcement.**
10

11 The provisions of this article shall be enforced by the code enforcement board pursuant to
12 the enforcement procedures outlined in chapter 6. If an owner fails to comply with an order of
13 the code enforcement board requiring compliance with section 14-21, the county may, in
14 addition to any further action taken by the code enforcement board as to the noncompliance,
15 cause the dilapidated structure to be abated as provided in article V.
16

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

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

23 **ARTICLE III. JUNK**
24

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

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

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

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

40 | ~~Sec. 14-29. Enforcement.~~
41 |

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

44 ~~(1) Cause a notice to be issued to the owner of the premises, describing the nature and~~
45 ~~location of the alleged noncompliance, and specifying what remedial steps are necessary to~~
46 ~~bring the premises into compliance with this article. The owner shall, conditions permitting,~~
47 ~~immediately commence the recommended remedial action and shall have seven days after~~

1 receipt of the notice (or such longer time as may be permitted by the code inspector and set
2 forth in the notice due to extraordinary circumstances), to complete the remedial actions.

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

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

11
12 (b) — It shall be the duty of all law enforcement officers to enforce the provisions of section 14-
13 31(b). Any person who violates the provisions of section 14-31(b) is guilty of an offense and
14 shall be punished as provided in section 1-9.

15 |
16 (c) — In the event that a junked or abandoned vehicle is found upon public property in violation
17 of this article, or is determined to be upon the private property of a person other than the owner
18 of the vehicle without that private property owner's permission, then a code inspector or law
19 enforcement officer may cause a notice to be placed upon the vehicle in substantially the
20 following form:

21
22 NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE
23 ATTACHED PROPERTY. This property, to-wit: (set forth brief description), is
24 unlawfully upon and improperly stored on this property in violation of Chapter 14,
25 Code of Laws, Leon County, Florida and must be removed within seven (7) days
26 from the date of this notice; otherwise it shall be subject to removal and disposal by
27 the County. The owner will be liable for the costs of removal, storage, publication of
28 notice, and disposal. Date: _____.

Signed: _____
ENFORCEMENT OFFICER

29
30 If at the end of the period specified in the notice the junked or abandoned vehicle has not been
31 removed, then the code inspector or law enforcement officer may cause the vehicle to be
32 removed as provided in section 14-32 or in F.S. ch. 705.

33
34 (d) — In the event that a notice issued hereunder is initiated by a code inspector, the code
35 inspector shall report to the county sheriff's department the description and location of the
36 property, and shall provide notice to the sheriff's department as to each action taken with regard
37 to such junked or abandoned vehicle as required by F.S. ch. 705.

38
39 (e) — Any person may seek an injunction against any violation of this article and recover such
40 damages as he may suffer, including, but not limited to, the cost of removal of any junk disposed
41 of in violation of this article.

42 |
43 Sec. 14-30. Rules, regulations and fees.
44

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

3
4 **Sec. 14-30. Findings of fact and intent.**

5
6 It is found and determined that a large amount of junk has and is accumulated in the
7 county and that accumulations of junk constitute a menace to the public health, safety and
8 welfare of the citizens of the county and mar and detract from the natural beauty of the county.
9 The intent of this article is to alleviate this menace by providing for the prohibition of junk as
10 herein set forth. The Board of County Commissioners authorizes the use of any and all means,
11 including the use of county funds, to abate junk should the junk threaten public health, safety or
12 welfare.

13
14 **Sec. 14-31. Junk p~~rohibited~~ions conditions.**

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

22
23 (b) No person shall drop, deposit, discard or otherwise dispose of any junk abandoned
24 property in or upon any public ~~or private~~ property in the county, except in litter receptacles or in
25 an area lawfully established and maintained as a garbage or waste disposal site, sanitary landfill
26 or junkyard. Any article of junk abandoned property bearing a person's name or address or
27 registered in a person's name, found on public property in a place other than as authorized, ~~or~~
28 ~~found on private property of another~~, shall be presumed to be the property of such person ~~whose~~
29 ~~name or address appears thereon~~, and it shall be presumed that such person placed or caused to
30 be placed such article of junk abandoned property where found. When a violation of this section
31 is observed by any person, and the junk abandoned property is dumped or disposed of on public
32 ~~or private~~ property has been ejected from a vehicle, the owner or operator of such vehicle shall
33 be presumed to be the person who ejected such junk abandoned property. These presumptions
34 shall be rebuttable by presentation of competent evidence to the contrary.

35
36 **Sec. 14-32. Enforcement.**

37
38 (a) Section 14-31(a) shall be enforced by the code enforcement board pursuant to the
39 enforcement procedures outlined in chapter 6.

40
41 (1) If an owner fails to comply with an order of the code enforcement board requiring
42 compliance with this article, the county may, in addition to any further action
43 taken by the code enforcement board as to the noncompliance, cause the junk to
44 be abated as provided in article V.

45
46 (b) Section 14-31(b) shall be enforced by law enforcement officers.

1 (1) Any person who violates the provisions of section 14-31(b) is guilty of an offense
2 and shall be punished as provided in section 1-9 and as provided in section
3 705.103, F.S., as amended.
4

5 (c) In the event that an abandoned property is found upon public property in violation of this
6 article, then a law enforcement officer may cause a notice to be placed upon the abandoned
7 property in substantially the following form:
8

9 NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE
10 ATTACHED PROPERTY. This property, to-wit: (set forth brief description), is
11 unlawfully upon this property (set forth brief description of location) in violation of
12 Chapter 14, Code of Laws, Leon County, Florida and must be removed within five
13 (5) days from the date of this notice; otherwise it shall be subject to removal and
14 disposal pursuant to Chapter 705, Florida Statutes. The owner will be liable for the
15 costs of removal, storage, publication of notice, and disposal. Dated this:
16 _____ / _____ / _____.

 Signed: _____
 LAW ENFORCEMENT OFFICER (set forth name, title, address and telephone
 number of law enforcement officer)

17
18 Such notice shall be not less than 8 inches by 10 inches and shall be sufficiently weatherproof to
19 withstand normal exposure to the elements. In addition to posting, the law enforcement officer
20 shall make a reasonable effort to ascertain the name and address of the owner. If such is
21 reasonably available to the law enforcement officer, he or she shall mail a copy of such notice to
22 the owner on or before the date of posting. If the property is a motor vehicle or a vessel, the law
23 enforcement agency shall contact the Department of Highway Safety and Motor Vehicles in
24 order to determine the name and address of the owner and any person who has filed a lien on the
25 vehicle or vessel. Upon receipt of this information, the law enforcement agency shall mail a copy
26 of the notice by certified mail, return receipt requested, to the owner and to the lienholder, if any.
27

28 If at the end of the period specified in the notice, the abandoned property has not been removed,
29 then the law enforcement officer may cause the abandoned property to be removed as provided
30 in chapter 705, F.S.
31

32 (d) Any person may seek an injunction against any violation of this article and recover such
33 damages as he or she may suffer, including, but not limited to, the cost of removal of any
34 abandoned property.
35

36 Sec. 14 32.— Authority to remove, impound, sell, etc., and impose lien.

37 ~~(a) — A code inspector is authorized to direct that junk which has not been removed after~~
38 ~~issuance of an order by the code enforcement board as provided in section 14-29(a), or after~~
39 ~~notice as provided in subsection 14-29(c), be removed, hauled away, stored or impounded. The~~
40 ~~Board of County Commissioners is authorized to fix fees and charges relating to same which~~
41 ~~shall constitute a lien upon such junk. If such charges are not paid within 15 days after notice of~~
42 ~~demand sent by certified mail to the owner, then the junk may be sold to satisfy the lien, or in the~~

1 event that the Board of County Commissioners or its authorized agent determines it is not
2 saleable, may be otherwise disposed of.

3
4 (b) ~~If the Board of County Commissioners or its authorized agent determines that the junk is~~
5 ~~saleable, it shall offer the junk for sale by competitive bidding at a public sale. The Board of~~
6 ~~County Commissioners or its authorized agent shall provide written notice to the owner (if the~~
7 ~~owner can be identified upon reasonable search and inquiry), and shall give public notice of the~~
8 ~~description of the property and the time and place of the sale by an advertisement published once~~
9 ~~a week for two consecutive weeks in a daily newspaper of general circulation in the county. The~~
10 ~~sale may take place no earlier than ten days after the final publication. No junk shall be sold until~~
11 ~~the same has been held and stored for at least 30 days. The junk shall be sold to the highest and~~
12 ~~best bidder for cash, and the proceeds used to satisfy any lien imposed by the Board of County~~
13 ~~Commissioners upon the junk. Any proceeds received in excess of the lien amount shall be~~
14 ~~automatically forfeited by the property owner and shall belong to the county and may be~~
15 ~~deposited into any fund that may be designated by the Board of County Commissioners. The~~
16 ~~Board of County Commissioners, or its authorized agent, shall issue and deliver to the purchaser~~
17 ~~of any such junk a bill of sale describing the property sold, the date of sale, and the price paid~~
18 ~~therefor. A copy of each such bill of sale shall be retained in the records of the Board of County~~
19 ~~Commissioners.~~

20 |
21 **SECTION 6.** Section 14-40 of Chapter 14 of the Code of Laws of Leon County, Florida,
22 entitled "Definitions" is hereby repealed in its entirety.

23 |
24 **SECTION 7.** Chapter 14, Article IV of the Code of Laws of Leon County, Florida, is hereby
25 renamed "Lot Mowing" and amended to read as follows:

26
27 **ARTICLE IV. LOT MOWING**

28
29 **Sec. 14-40. Findings of fact and intent.**

30
31 It is hereby found and determined by the Board of County Commissioners that weeds,
32 grasses, shrubbery, brush, and noxious materials of any kind tend to be breeding places or havens
33 for snakes and vermin of all kinds and character, or tend to be breeding places for mosquitoes, or
34 tend to create a fire hazard and endanger the lives and property of the citizens of the county, or
35 tend to create a nuisance or other unsightly or unsanitary condition that can threaten the public
36 health, safety and welfare. It is the intent of this article to provide for the prohibition of the
37 excessive accumulation of weeds, grasses and shrubbery as herein set forth.

38
39 | **Sec. 14-41. Prohibited conditions.**

40
41 The excessive accumulation of weeds, grasses, and shrubbery, except for intentionally
42 designed native landscapes, upon any lot, ~~tract~~, or parcel of land improved or ~~and~~ unimproved
43 within the unincorporated areas of Leon ~~the c~~County for ~~residentially any~~ zoning districts ~~that~~
44 permits residential development (RA), (RP), (R1 through R5) and (OR 1 through 3), (LP), (UF),
45 (RC), (LT), (MH), (MR 1), (UP 1), (UP 2), (PUD), (DRI), (BC 1), (BCS), (BOR), which
46 exceeds 18 inches in height, to the extent that such portion of the lot, ~~tract~~, or parcel of land is or

1 may reasonably become infested or inhabited by rats or other vermin, or may furnish a breeding
2 place for mosquitoes, or may reasonably cause disease or create a fire hazard, ~~or adversely affect~~
3 ~~and impair the economic welfare of adjacent property~~; is declared to be a public nuisance and is
4 hereby prohibited.

5
6 ~~Sec. 14-42.— Clearing land of weeds, grasses and shrubbery.~~

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

14
15 ~~Sec. 14-43.— Inspection of land to determine violation.~~

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

19
20 ~~Sec. 14-44.— Enforcement and penalties.~~

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

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

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

34
35 ~~Sec. 14-45.— Clearing of lots; assessment of cost liens.~~

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

44
45 **Sec. 14-426. Applicability.**

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

5
6 **Sec. 14-43. Enforcement.**

7
8 The provisions of this article shall be enforced by the code enforcement board pursuant to
9 the enforcement procedures outlined in chapter 6.

10
11 **SECTION 8.** Chapter 14, Article V of the Code of Laws of Leon County, Florida, is hereby
12 renamed “Nuisance Abatement” and amended to read as follows:

13
14 **ARTICLE V. NUISANCE ABATEMENT**

15
16 **Sec. 14-50. Purpose and intent.**

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

22
23 **Sec. 14-51. Nuisance Abatement Board.**

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

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

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

41
42 (1) A building or premises presents a serious and continuing danger to the public
43 and/or occupants when it is not safe. Factors evidencing a determination that a
44 property is not safe may include, but are not limited to: unsecured or unsecurable
45 dangerous conditions; a history demonstrating the property owner's failure to
46 exercise reasonable control over the property, to keep it secure or safe; a history

1 showing that the property has become an attractive nuisance to children or
2 transients; a history showing a proliferation of criminal activity due to dilapidated
3 conditions and lack of management and control over the premises; a history
4 showing that notwithstanding the reasonable efforts of code compliance staff
5 and/or the code enforcement board, the property remains in a condition which is
6 dangerous to the public health, safety and welfare.

7
8 (2) The burden is on the county to show by preponderance of the evidence that the
9 building or premises presents a serious and continuing danger to the public and/or
10 occupants.

11
12 (d) Powers. The nuisance abatement board shall have the power to:

13
14 (1) Adopt rules for the conduct of the hearings it holds pursuant to section 14-52.

15
16 (2) Notice and/or subpoena alleged violators and witnesses to its hearings.

17
18 (3) Take testimony under oath.

19
20 (4) Issue orders following a hearing, which orders shall have the force of law,
21 including ordering the demolition of the dilapidated structure, the repair of the
22 dilapidated structure to render the dilapidated structure safe, or the removal of
23 junk should compliance not be achieved within the allotted time.

24
25 **Sec. 14-52. Notice and hearing procedure.**

26
27 (a) Notice. If a code inspector determines that a property or premises previously found to be
28 in violation of sections 14-21, 14-31, or 5-314 by the code enforcement board remains in
29 violation and believes it to present a serious and continuing danger to the public and/or
30 occupants of the building, the code inspector shall notify the violator of the public nuisance and
31 provide him or her a reasonable time to abate the public nuisance. Should the violation continue
32 beyond the reasonable time specified for abatement, the code inspector shall notify the nuisance
33 abatement board and request a hearing. The nuisance abatement board, through its clerical staff,
34 shall schedule a hearing, and notice of such hearing shall be as provided in section 6-36.

35
36 (1) Notice of the public nuisance shall be provided to the owner and occupant and
37 shall include:

38
39 a. A description of the public nuisance and the steps needed to be performed
40 to abate the public nuisance;

41
42 b. A reasonable time for the violator to abate the public nuisance;

43
44 c. That upon failure to abate the public nuisance as specified in the notice,
45 the case may be referred to the nuisance abatement board for a hearing
46 pursuant to article V of chapter 14;

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

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

8
9 (2) Notice of the nuisance abatement board hearing shall be provided to the owner
10 and occupant and shall include:

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

15
16 b. That the nuisance abatement board has the power to order the
17 property to be vacated.

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

23
24 (b) *Hearing Procedure.*

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

30
31 (2) The nuisance abatement board shall convene as often as demand dictates.

32
33 (3) Minutes shall be kept of all hearings held by the nuisance abatement board and all
34 such hearings shall be open to the public.

35
36 (4) Each case before the nuisance abatement board shall be presented by a
37 representative of the county.

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

43
44 (6) All cases scheduled for a particular day shall be heard. All testimony shall be
45 under oath and shall be recorded. The nuisance abatement board shall take
46 testimony from the code inspector, the alleged violator and any other person

1 familiar with the case and/or property or having knowledge about the case and/or
2 property. The nuisance abatement board shall not be bound by any formal rules of
3 evidence; however, it shall act to ensure fundamental due process in each case
4 brought before the nuisance abatement board.

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

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

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

30
31 (c) *Extension of time.* The nuisance abatement board may grant an extension of time to
32 comply with the order if the owner has in good faith begun to comply with the order within the
33 time set forth in the order. A request for an extension of time shall be in writing and shall state
34 the reasons the owner has been unable to fully comply. The owner requesting the extension of
35 time must be present at the nuisance abatement board meeting considering the extension. Failure
36 to appear at the nuisance abatement board meeting may constitute forfeiture of the request for
37 extension of time. Extensions of time shall total no more than one year from the date of the
38 order.

39
40 **Sec. 14-53. Procedure for vacating buildings or premises.**

41
42 (a) *Procedure.* Notice to vacate a building or premises declared to be a serious and
43 continuing danger to the public and/or occupants shall be in accordance with section 6-36. The
44 property shall be kept posted with the notice to vacate until the property is rendered safe.

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

3
4 **Sec. 14-54. Abatement by county.**

5
6 (a) The county and/or agents or contractors hired by the county shall be authorized to enter
7 the subject property for the purpose of inspecting and abating the nuisance.

8
9 (b) In the event the owner fails to comply with the order issued pursuant to section 14-51
10 within the time fixed therein, the county, through the county administrator or designee and/or
11 agents or contractors hired by the county administrator or designee, is authorized to abate the
12 conditions at the expense of the property owner.

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

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

33
34 (e) Making such repairs or abatement does not create a continuing obligation on the part of
35 the county to make further repairs, abate, or to maintain the property and does not create any
36 liability against the county for any damages to the property if such repairs or abatement were
37 completed in good faith.

38
39 **Sec. 14-55. Emergency situations.**

40
41 (a) If a public nuisance presents imminent peril to the public health or general welfare or
42 immediate danger to the life or safety of any person, unless the public nuisance is immediately
43 rendered safe or demolished, the county administrator or designee may cause such building to be
44 made safe or demolished or such junk to be removed prior to a hearing before the nuisance
45 abatement board.

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

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

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

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

25
26 (f) If no notice was sent prior to the abatement of the public nuisance, the nuisance
27 abatement board shall hear the case within a reasonable period of time. Notice advising of the
28 county's actions and the nuisance abatement board hearing shall be sent to the owner and
29 lienholder, if any, of the property pursuant to section 6-36.

30
31 | **Sec. 14-56. Appeals.**

32
33 (a) An aggrieved party and/or the county may appeal a final administrative order of the
34 nuisance abatement board to the circuit court by writ of certiorari. An appeal shall be filed within
35 15 days of the entry of the order to be appealed. As used in this section, "aggrieved party" means
36 a person who possesses a present legal right of present or future enjoyment of the property by
37 virtue of a deed, title, mortgage, fully executed contract for purchase, lien on estate in the
38 property, judgment of court, being named a beneficiary in a will or trust of a deceased owner or
39 the legal spouse of the property owner.

40
41 (b) The filing of an appeal stays the order of the nuisance abatement board until the appeal is
42 resolved unless the building or premises presents imminent peril to the public health or general
43 welfare or presents immediate danger to the life or safety of any person.

44
45 **SECTION 9.** Chapter 14 of the Code of Laws of Leon County, Florida, is hereby amended by
46 adding Article VI to be entitled "Introduced Exotic Species" (formerly Article IV), which article

1 shall include and set forth in full Sections 14-60, 14-61, 14-62, 14-63, 14-64, and 14-65 of the
2 Code of Laws of Leon County, Florida.

3
4 **SECTION 10.** Section 10-4.352 of Chapter 10 of the Code of Laws of Leon County, Florida, is
5 hereby amended to read as follows:

6
7 **Sec. 10-4.352. Exotic species prohibited.**

8
9 (a) The importation, transportation, sale, propagation or planting of the following plant
10 species is prohibited in Leon County: Chinese tallow trees (*Sapium sebiferum*), Coral ardisia
11 (*Ardisia crenata*), ~~and heavenly bamboo (*Nandina domestica*)~~, Kudzu (*Pueraria montana*),
12 Chinese privet (*Ligustrum sinense*), white yam (*Dioscorea alata*), air potato (*Dioscorea*
13 *bulbifera*), cogongrass (*Imperata cylindrica*), Japanese climbing fern (*Lygodium japonicum*),
14 skunk vine (*Paederia foetida*), tropical soda apple (*Solanum viarum*), and any other noxious
15 weed on the State of Florida List, pursuant to the provisions of chapter 14, article ~~VI~~I.

16
17 (b) Leon County encourages the removal of Chinese tallow trees (*Sapium sebiferum*), Coral
18 ardisia (*Ardisia crenata*), ~~and heavenly bamboo (*Nandina domestica*)~~, Kudzu (*Pueraria montana*),
19 Silktree/Mimosa (*Albizia julibrissin*), chinaberry (*Melia azedarach*), Chinese privet (*Ligustrum*
20 *sinense*), white yam (*Dioscorea alata*), air potato (*Dioscorea bulbifera*), cogongrass (*Imperata*
21 *cylindrica*), Japanese climbing fern (*Lygodium japonicum*), skunk vine (*Paederia foetida*),
22 tropical soda apple (*Solanum viarum*), and any plant listed on Leon County's List of Invasive
23 Plants.

24
25 **SECTION 11.** Chapter 14 of the Code of Laws of Leon County, Florida, is hereby amended by
26 adding Article VII to be entitled "Abandoned Property Registration Program" (formerly Article
27 V), which article shall include and set forth in full Sections 14-70, 14-71, 14-72, 14-73, 14-74,
28 14-75, and 14-76 of the Code of Laws of Leon County, Florida.

29
30 **SECTION 12.** Chapter 6, Article II of the Code of Laws of Leon County, Florida, is hereby
31 amended to read as follows:

32
33 **ARTICLE II. CODE ENFORCEMENT BOARD**

34
35 **Sec. 6-26. Common title.**

36
37 This article shall be known and may be cited as the Leon County Code Enforcement
38 Board Ordinance.

39
40 **Sec. 6-27. Definitions.**

41
42 The following words, terms and phrases, when used in this ~~article~~chapter, shall have the
43 meanings ascribed to them ~~in this section~~, except where the context clearly indicates a different
44 meaning:
45

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

4 |
5 *Code eEnforcement board* shall mean the county code enforcement board created
6 pursuant to F.S. ch. 162, pt. I [§ 162.01 et seq.].

7 |
8 **Sec. 6-28. Creation and membership.**
9

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

13
14 (b) Appointment to the code enforcement board shall be made by the Board of County
15 Commissioners. The membership of the code enforcement board shall, whenever possible,
16 consist of an architect, a business person, an engineer, a general contractor, a subcontractor, a
17 realtor and another citizen.

18
19 (c) Appointments to the code enforcement board shall be for a term of three years. Members
20 may be reappointed for additional terms. Appointment to fill any vacancy on the code
21 enforcement board shall be for the remainder of the unexpired term of the departing board
22 member.

23
24 (d) Any member of the code enforcement board who fails to attend two out of three
25 successive meetings during any calendar year shall automatically forfeit such appointment and
26 the Board of County Commissioners shall promptly fill such vacancy. Members may also be
27 removed for cause ~~after notice~~.

28 **Sec. 6-29. Organization and expenses.**
29

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

32
33 (b) Four or more members of the code enforcement board present at any meeting shall
34 constitute a quorum in order for the code enforcement board to conduct its business. Members
35 of the code enforcement board shall serve without compensation.

36 **Sec. 6-30. Enforcement procedure.**
37

38 (a) It shall be the duty of the code inspector to initiate enforcement proceedings of the
39 various codes; however, no member of the code enforcement board shall have the power to
40 initiate such enforcement proceedings.

41
42 (b) Except as provided in subsections (c) and (d) of this section, if a violation of the codes is
43 found, the code inspector shall notify the violator and give him or her a reasonable time to
44 correct the violation. Should the violation continue beyond the time specified for correction, the
45 code inspector shall notify the code enforcement board and request a hearing. The code

1 enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such
2 hearing shall be hand delivered or mailed as provided in section 6-36 to the violator. At the
3 option of the code enforcement board, notice may additionally be served by publication or
4 posting as provided in section 6-36. If the violation is corrected and then recurs or if the violation
5 is not corrected by the time specified for correction by the code inspector, the case may be
6 presented to the code enforcement board even if the violation has been corrected prior to the
7 code enforcement board hearing, and the notice shall so state.

8
9 (c) If a repeat violation is found, the code inspector shall notify the violator but is not
10 required to give the violator a reasonable time to correct the violation. The code inspector, upon
11 notifying the violator of a repeat violation, shall notify the code enforcement board and request a
12 hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall
13 provide notice pursuant to section 6-36. The case may be presented to the code enforcement
14 board even if the repeat violation has been corrected prior to the code enforcement board
15 hearing, and the notice shall so state.

16
17 (d) If the code inspector has reason to believe a violation presents a serious threat to the
18 public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the
19 code inspector shall make a reasonable effort to notify the violator and may immediately notify
20 the code enforcement board and request a hearing.

21
22 (e) The burden is on the county to show by preponderance of the evidence that a violation
23 has occurred.

24
25 **Sec. 6-31. Function.**

26
27 The code enforcement board shall have the purpose of conducting hearings relating to the
28 enforcement of the following provisions as now or hereafter amended:

- 29
30 (1) Chapter 5, Building and Construction Regulations, Article II, Technical Codes
31 and Standards;
32
33 (2) Chapter 5, Building and Construction Regulations, Article III, Housing Code;
34
35 (3) Chapter 10, Land Development Code;
36
37 (4) Chapter 14, Property Safety and Maintenance; Public Nuisances, Article I, In
38 General;
39
40 ~~(5) Chapter 14, Public Nuisances, Article II, Junk;~~
41
42 ~~(6) Chapter 14, Public Nuisances, Article III, Lot Mowing; and~~
43
44 (5) Chapter 11, Licenses, Taxation and Miscellaneous Business Regulations, Article
45 XXIV, Refueling Assistance for Persons with Disabilities; and
46

1 (7)(6) Any provision of the Leon County Code of Laws which the code enforcement
2 board is specifically granted enforcement jurisdiction.

3
4 **Sec. 6-32. Hearing procedure.**

5
6 (a) The chairman of the code enforcement board may call code enforcement board hearings
7 and such hearings may also be called by a written notice signed by three members of the code
8 enforcement board. The code enforcement board may at any hearing set a future hearing date.

9
10 (b) The code enforcement board shall convene at least once every two months, but may
11 convene more often as the case demand dictates.

12
13 (c) Minutes shall be kept of all hearings held by the code enforcement board and all such
14 hearings shall be open to the public.

15
16 (d) The county administrator shall provide clerical and administrative personnel as may be
17 required to assist the code enforcement board in the proper performance of its duties.

18
19 (e) Each case before the code enforcement board shall be presented by a representative of the
20 county.

21
22 (f) The county will provide counsel to the code enforcement board, and in no case shall the
23 county attorney's staff present a case and represent the code enforcement board in the same case.

24
25 (g) Cases scheduled for a particular day shall be heard. All testimony shall be under oath and
26 shall be recorded. The code enforcement board shall take testimony from the code inspector, the
27 alleged violator and any other person familiar with the case or having knowledge about the case.
28 The code enforcement board shall not be bound by any formal rules of evidence; however, it
29 shall act to ensure fundamental due process in each case brought before the code enforcement
30 board.

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

1
2 (i) Any case may be continued by the code enforcement board for good cause shown. If the
3 code enforcement board's consideration of a case has already been publicly noticed, the code
4 enforcement board's counsel may grant a continuance prior to the meeting at which a case is to
5 be heard, provided that the request is unopposed by all parties. The continuance shall be
6 announced during the publicly noticed hearing.

7
8 **Sec. 6-33. Powers generally.**

9
10 The code enforcement board shall have the power to:

- 11
12 (1) Adopt rules for the conduct of the hearings it holds pursuant to section 6-32.
13
14 (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be
15 served by the sheriff of the county.
16
17 (3) Subpoena evidence.
18
19 (4) Take testimony under oath.
20
21 (5) Issue orders following a hearing, which orders shall have the force of law and
22 shall set forth the steps necessary to be accomplished in order to bring a violation
23 into compliance with the code that has been violated.
24
25 (6) Access administrative fines and impose liens on real and personal property
26 pursuant to F.S. Ch. 162 and Ch. 125.

27
28 **Sec. 6-34. Administrative fines; liens.**

29 (a) The code enforcement board, upon notification by the code inspector that an order of the
30 code enforcement board has not been complied with by the set time or, upon finding that a repeat
31 violation has been committed, may order the violator to pay a fine in an amount specified in this
32 section for each day the violation continues past the date set by the code enforcement board for
33 compliance or, in the case of a repeat violation, for each day the repeat violation continues past
34 the date of notice to the violator of the repeat violation. If a finding of a violation or a repeat
35 violation has been made as provided in this part, a hearing shall not be necessary for issuance of
36 the order imposing the fine.

37
38 (b) The code enforcement board shall provide by certified mail the order imposing
39 fine/notice of lien to the property owner with a notice that the property owner may request a
40 hearing challenging the fine amount and resulting lien within 20 days from the date of the order.
41 The order imposing fine and notice of lien shall be recorded after 20 days unless the property
42 owner files a timely request for hearing. If such a hearing is requested, the hearing shall be
43 limited to a consideration of only those new findings necessary to impose an appropriate fine and
44 create a lien.

1 ~~(b)~~(c) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first
2 violation and shall not exceed \$500.00 per day for a repeat violation. If the code enforcement
3 board finds the violation to be irreparable or irreversible in nature, it may impose a one-time fine
4 not to exceed \$5,000 per violation. In determining the amount of the fine, if any, the code
5 | enforcement board shall consider the following factors:

- 6
7 (1) The gravity of the violation.
8 (2) Any actions taken by the violator to correct the violation.
9 (3) Any previous violations committed by the violator.

10 |
11 (d) ~~A~~The code enforcement board may reduce a fine imposed pursuant to this subsection
12 | upon request after the violation has been corrected.

13
14 (e) A lien for a violation of section 14-31 or section 14-41 has a maximum lien threshold of
15 \$10,000.00 and shall cease accruing once the lien reaches \$10,000.00. Violations that are found
16 to be repeat violation regardless of the violation, and violations of other sections of the Code
17 other than section 14-31 and section 14-41 do not have a maximum lien threshold, unless
18 otherwise stated.

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

33
34 **Sec. 6-35. Appeals.**

35
36 An aggrieved party, including the county, may appeal a final administrative order of the
37 code enforcement board to the circuit court. An appeal shall be filed within 30 days of the
38 | execution of the order to be appealed.

39
40 **Sec. 6-36. Notices.**

41 |
42 (a) All notices required by this article shall be provided to the alleged violator by certified
43 mail, return receipt requested; by hand delivery by the sheriff, code inspector or other person
44 designated by the Board of County Commissioners; ~~or~~ by leaving the notice at the violator's
45 usual place of residence with any person residing therein who is above 15 years of age and

1 informing such person of the contents of the notice; or, in the case of commercial premises,
2 leaving the notice with the manager or other person in charge.

3
4 (1) If any notice sent by certified mail is not signed as received within 30 days after
5 the postmarked date of mailing, notice may be provided by posting as described in
6 subsection (c).

7
8 (b) In addition to providing notice as set forth in subsection (a) of this section, at the option
9 of the code enforcement board, notice may also be served by publication as follows:

10
11 (1) Such notice shall be published once during each week for four consecutive weeks
12 (four publications being sufficient) in a newspaper of general circulation in the
13 county. The newspaper shall meet such requirements as are prescribed under F.S.
14 ch. 50 for legal and official advertisements.

15
16 (2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

17
18 ~~(3) Notice by publication may run concurrently with, or may follow, an attempt or~~
19 ~~attempts to provide notice by hand delivery or by mail as required under~~
20 ~~subsection (a).~~

21
22 (c) In lieu of publication as described in subsection (b), such notice may be posted at least 10
23 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, at the
24 property upon which the violation is alleged to exist and at the front door of the courthouse or the
25 main county governmental center.

26
27 ~~(e)(d)~~ Evidence that an attempt has been made to hand deliver or mail notice as provided in
28 subsection (a), together with proof of publication or posting as provided in subsections (b) and
29 (c), shall be sufficient to show that the notice requirements of this article have been met, without
30 regard to whether or not the alleged violator actually received such notice. Notice by publication
31 or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by
32 hand delivery or by mail as required under subsection (a).

33
34 **SECTION 13.** Section 5-314 of Chapter 5 of the Code of Laws of Leon County, Florida, is
35 hereby amended to read as follows:

36
37 **Sec. 5-314. Unsafe buildings.**

38
39 (a) All dwellings, apartment houses, rooming houses or buildings or structures used as such
40 which are unsafe, unsanitary, unfit for human habitation, or not provided with adequate egress;
41 or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation
42 to existing use constitute a hazard to safety or health by reason of inadequate maintenance,
43 dilapidation, obsolescence, or abandonment, are severally in contemplation of this section,
44 unsafe buildings.

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

3
4 (1) Whenever the housing official determines that there are reasonable grounds to
5 believe that there has been a violation of any provision of this article or of any
6 rule or regulation adopted pursuant thereto, he or she shall give written notice of
7 such alleged violation to the owner ~~person or persons responsible therefor~~ and
8 | such alleged violation shall constitute a nuisance. Such written notice shall state:

9
10 a. A description of the unsafe building and the steps needed to be
11 performed to abate the unsafe building.

12
13 b. A reasonable time for the violator to abate the unsafe building.

14
15 c. That upon failure to abate the unsafe building as specified in the
16 notice, the case may be referred to the code enforcement board for a
17 hearing pursuant to section 6-32.

18 |
19 a. ~~Be put in writing.~~

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

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

23 |
24 ~~Such notice shall further state that, if such repairs, reconstruction,~~
25 ~~alterations, removal or demolition are not voluntarily completed within the~~
26 ~~stated time as set forth in the notice, the housing official shall institute~~
27 ~~such legal proceedings charging the person with a violation of this article.~~

28 |
29 (2) Service of the notice shall be as provided in section 6-36~~follows~~:

30 |
31 a. ~~By delivery to the owner personally, or by leaving the notice at the~~
32 ~~usual place of abode of the owner with a person of a suitable age~~
33 ~~and discretion; or~~

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

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

38 |
39 (c) If the conditions identified in the notice are not remedied within the time set forth in the
40 notice, the housing official shall request a hearing with the code enforcement board.

41
42 (d) All unsafe buildings which have been secured as a result of the notice of violation shall
43 be subject to inspection.

44
45 (e) This section does not preclude the county from seeking enforcement action under chapter
46 14.

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

SECTION 15. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

SECTION 16. Effective Date. This ordinance shall have effect ninety (90) days after adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this _____ day of _____, 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

F95-00028

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, March 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 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.

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.

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Copies of said ordinance may be inspected at the following locations during regular business hours:

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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: February 23, 2017

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

March 7, 2017

To: Honorable Chairman and Members of the Board

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

Title: First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled "Supplementary Regulations for Specific Uses" to Add a New Section 10-6.819, Entitled "Medical Marijuana Dispensing Facilities"

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Jessica M. Icerman, Assistant County Attorney Ryan Culpepper, Director of Development Services Shawna Martin, Principal Planner

Statement of Issue:

This agenda item seeks to conduct the first of two required Public Hearings to consider proposed revisions to Chapter 10 of the Leon County Code of Laws to add a section entitled "Medical Marijuana Dispensing Facilities" and schedule the second and final Public Hearing for April 25, 2017 at 6:00 p.m.

Fiscal Impact:

This item has no current fiscal impact to the County. However, if the Ordinance is adopted, then an applicant seeking to site a medical marijuana dispensing facility shall be subject to the County's current development review process and associated application review fees.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider proposed revisions to Chapter 10 of the Leon County Code of Laws to add a section entitled "Medical Marijuana Dispensing Facilities" and schedule the second and final Public Hearing for April 25, 2017 at 6:00 p.m.

Title: First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled “Supplementary Regulations for Specific Uses” to Add a New Section 10-6.819, Entitled “Medical Marijuana Dispensing Facilities”

March 7, 2017

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Report and Discussion

Background:

At the February 7, 2017 workshop, the Board directed staff to schedule the first public hearing for March 7, 2017 to consider an ordinance (Attachment #1) regarding the siting of medical marijuana dispensing facilities in the unincorporated area of Leon County. During the workshop, staff presented the “Zoning in Progress” policy. The policy will be applied prior to the final adoption of an ordinance at a second public hearing. During this time, the County will accept applications for the siting of a dispensing facility; however, if the application does not comply with the draft ordinance, the application would be rejected. The County has received inquiries for potential medical marijuana dispensary locations. To date, no dispensaries are located within the unincorporated area of Leon County.

The City of Tallahassee imposed a 120 day moratorium on January 25, 2017, to allow staff time to study the potential impacts of medical marijuana dispensaries and medical marijuana treatment centers (MMTCs), and to propose regulations, specifically concerning the location of such facilities. Prior to the adoption of the moratorium, three dispensary locations were approved within the City.

The Florida Medical Marijuana Legalization Initiative, also known as Amendment 2, passed with 71% of the vote on November 8, 2016, and became effective on January 3, 2017. Amendment 2 legalized the use of medical marijuana for specific diseases.

Prior to the second public hearing, the draft ordinance will be presented to both the DSEM User Group and the Planning Commission.

Analysis:

In 2014, Governor Scott signed the Compassionate Medical Cannabis Act into law and in 2016 the Act was amended to expand the use of medical marijuana. Under Section 381.986 Florida Statutes, qualifying physicians are authorized to order low-THC cannabis or medical cannabis for patients with qualifying conditions. In response to the Act, the Department of Health (DOH) established the Office of Compassionate Use, which is charged with writing and implementing regulations for medical cannabis, overseeing the Compassionate Use Registry, and licensing seven Florida businesses to cultivate, process, and dispense medical cannabis to qualified patients. Orders must be filled by a licensed dispensing organization. Amendment 2 legalizes and expands the use of medical marijuana, allows for MMTCs, authorizes “caregivers,” and requires DOH to promulgate rules implementing Amendment 2 by July 3, 2017.

While there is a limit on the number of dispensing organizations under current law, there is no limit on the number of cultivation, processing or dispensing facilities. Additionally, dispensing organizations are not limited to their respective region, but rather are permitted to cultivate, process and dispense medical marijuana throughout the state.

Title: First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled “Supplementary Regulations for Specific Uses” to Add a New Section 10-6.819, Entitled “Medical Marijuana Dispensing Facilities”

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Dispensing organizations are required to track product (cannabis and all derivative products) from seed to sale, ensure the safety and security of its premises and any off-site storage facilities, and maintain adequate controls against diversion, theft, and loss. DOH is permitted to conduct inspections to determine compliance with the law and has the ability to revoke the approval of a dispensing organization for performing any unauthorized action.

The Compassionate Medical Cannabis Act preempts to the State all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations. Local governments are specifically permitted to determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with State law or DOH Rule for all dispensing facilities of dispensing organizations. Local governments are not permitted to regulate the location of cultivation or processing facilities.

Currently, several bills are under review and consideration by the legislature that may amend the Compassionate Medical Cannabis Act. These include Senate Bills (SB) 406 and 614. SB 406 does not propose any changes to the preemption language. SB 614 also preempts the location of cultivation and processing facilities; however, SB 614 imposes a cap on the total number of dispensaries that can be sited within a county based on a 1:25,000 population ratio. SB 614 also restricts the location of cultivation, processing and dispensing facilities from being within 1,000 feet of a school, childcare center or substance abuse treatment center. Staff will continue to monitor the progress of each of the proposed bills.

The current state preemption does not extend to dispensing facilities; therefore, the County may adopt zoning and land use regulations to control the siting of these facilities, impose a separation of uses and outline a review process and associated fee schedule. Several other local governments have already adopted regulations addressing dispensing facilities with most allowing these facilities as permissible uses in commercial and industrial zoning districts and imposing a 1,000 foot distance separation from other dispensing facilities, schools and churches.

With respect to zoning and siting of medical marijuana dispensing facilities, and based on the direction received from the Board at their workshop on February 7, 2017, the proposed Ordinance establishes these facilities as permissible uses in the same zoning districts that allow drug stores or other retail commercial uses. Staff also recommends a distance separation requirement of 1,000 feet between dispensing facilities, schools and churches, as similarly applied between establishments selling alcoholic beverages (Chapter 3, Section 3-4, Leon County Code of Laws).

To ensure consistency with regard to the application review process and associated review fees, the proposed Ordinance requires proposed medical marijuana dispensing facilities be processed through the County’s current site and development review process. Prior to any use being established in the County, an applicant must apply for a Permitted Use Verification (PUV) Certificate. A PUV certificate is not a development order; however, it is used to determine eligibility and establish a level of review for the project. The applicable level of site plan review

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as determined by the PUV will be the basis for authorization and establishment of the dispensing facility based on the distance separation requirements and any other applicable development standards. At minimum, an Administrative Streamlined Application Process (ASAP) will be required. An ASAP is the lowest level of site plan review, and consists of a site plan that ensures compliance with applicable development standards in the Land Development Code such as, but not limited to, parking, concurrency and fire safety.

If the Board approves the proposed Medical Marijuana Dispensing Facilities Ordinance, staff will monitor the process to determine if any amendments are necessary as dispensing facilities or other associated uses are sited within the County. Additionally, staff will continue to follow the State legislation and federal government treatment of states that have legalized medical marijuana in light of the recent administration change.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #2).

Options:

1. Conduct the first of two required Public Hearings to consider proposed revisions to Chapter 10 of the Leon County Code of Laws to add a section entitled “Medical Marijuana Dispensing Facilities” and schedule the second and final Public Hearing for April 25, 2017 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to consider proposed revisions to Chapter 10 of the Leon County Code of Laws to add a section entitled “Medical Marijuana Dispensing Facilities” and do not schedule the second and final Public Hearing for April 25, 2017 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Legal Ad

ORDINANCE NO. 17- _____

1
2
3 **AN ORDINANCE OF THE BOARD OF COUNTY**
4 **COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING**
5 **CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE**
6 **CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING**
7 **CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED**
8 **“SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES,”**
9 **BY ADDING A NEW SECTION 10-6.819 ENTITLED “MEDICAL**
10 **MARIJUANA DISPENSING FACILITIES”;** **PROVIDING FOR**
11 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND**
12 **PROVIDING AN EFFECTIVE DATE.**

13
14 WHEREAS, the Florida Legislature enacted legislation allowing marijuana for medical uses;
15 and

16
17 WHEREAS, the Florida Constitution was amended to legalize the use of medical marijuana;
18 and

19
20 WHEREAS, the State, through the Department of Health, has enacted a comprehensive
21 regulatory framework for the cultivation, processing, and dispensing of medical marijuana; and

22
23 WHEREAS, the State preempts all matters regarding the regulation of cultivation and
24 processing of medical marijuana, including the location of such facilities; and

25
26 WHEREAS, the State law directs the number, location of and other permitting requirements
27 that do not conflict with state law or department rule for dispensing facilities of dispensing
28 organizations to be determined by local ordinance; and

29
30 WHEREAS, a dispensing facility could have potential adverse impacts on the health, safety,
31 and welfare of the residents of the county from secondary effects associated with the dispensing
32 of medical marijuana; and

33
34 WHEREAS, the Cole Memorandum dated August 29, 2013, issued by the Department of
35 Justice lists eight priorities of enforcement, including preventing the distribution of marijuana to
36 minors, and the County is furthering the Cole Memorandum’s priority by imposing a distance
37 separation requirement from existing schools and churches; and

38
39 WHEREAS, it is in the public interest to set a distance separation requirement between
40 medical marijuana dispensing facilities; and

41
42 WHEREAS, due to the potential adverse impacts created by dispensing facilities and in
43 furtherance of the public health, safety, and welfare, a Permitted Use Verification Certificate
44 and, at minimum, an Administrative Streamlined Application Process review is required; and

45
46 WHEREAS, it is not the purpose or intent of this ordinance to restrict or deny access to
47 medical marijuana as permitted by State law, but instead to enact reasonable zoning regulations
48 to protect the public health, safety, and welfare.

1 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
2 FLORIDA:
3

4 **SECTION 1.** Chapter 10, Article VI, Division 8 of the Code of Laws of Leon County, Florida, is
5 hereby amended by adding a new section to be numbered Section 10-6.819 and entitled
6 "Medical Marijuana Dispensing Facilities," to read as follows:
7

8 **Section 10-6.819. Medical Marijuana Dispensing Facilities**

9 (a) Purpose and Intent. The purpose of this section is to establish requirements that regulate
10 the sale of cannabis to ensure a supply of cannabis to patients who qualify to obtain,
11 possess and use cannabis, pursuant to state law, while promoting compliance with other
12 state laws that regulate cannabis. Nothing in this section is intended to promote or condone
13 the sale, distribution, possession, or use of cannabis for recreational purposes or in violation
14 of applicable state laws.
15

16 (b) Definitions. Unless specifically defined below, words or phrases shall be interpreted so as to
17 give them the meaning they have in common usage and to give this section its most
18 effective application.

19 Cannabis has the same meaning given to it by Section 893.02(3), Florida Statutes, and shall
20 include all forms of medical cannabis. The terms cannabis and medical marijuana shall be
21 interchangeable for the purpose of this section.
22

23 Derivative products shall mean products derived from cannabis, including but not limited to
24 cannabis oil or consumable products, such as but not limited to food, teas, tinctures,
25 aerosols, oils, or ointments.
26

27 Dispensing organization is an organization authorized by the state to cultivate, process,
28 transport, and dispense low-THC cannabis or medical cannabis.
29

30 Medical marijuana cultivation facility is any area or facility used for cultivation of cannabis
31 and medical marijuana as authorized by the state.
32

33 Medical marijuana dispensing facility is the retail sales component of a dispensing
34 organization or Medical Marijuana Treatment Center authorized by the state to dispense
35 medical marijuana, but does not include cultivation, processing or distribution facilities of
36 medical marijuana.
37

38 Medical marijuana processing facility is any area or facility used for processing of derivative
39 products as authorized by the state.
40

41 Medical marijuana treatment center (MMTC) is an entity that acquires, cultivates,
42 possesses, processes (including development of related products such as food, tinctures,
43 aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or
44 administers marijuana, products containing marijuana, related supplies, or educational
45 materials to qualifying patients or their caregivers, and is registered by the state.
46

47 (c) Zoning and Location Requirements.

48 (1) Medical marijuana dispensing facilities, for the purposes of zoning, shall be
49 permissible uses in any zoning district that allows drug stores or retail commercial.

1 (2) Medical marijuana dispensing facilities shall be located, at a minimum, 1,000 feet
2 from any other medical marijuana dispensing facility and, at a minimum, 1,000 feet
3 from any existing school (public or private) or church. Measurements shall be made
4 from the nearest property line of the school or church to the nearest property line of
5 the medical marijuana dispensing facility. If the medical marijuana dispensing facility
6 is located in a multi-tenant building, the distance shall be measured from the nearest
7 property line of the school or church to the nearest line of the leasehold or other
8 space actually controlled or occupied by a medical marijuana dispensing facility.
9

10 (d) Development Review Process. A medical marijuana dispensing facility shall be subject to
11 the procedures for review and approval of site and development plans outlined in Chapter
12 10, Article VII, Division 4, as well as the supplemental requirements outlined below:
13

14 (1) A permitted use verification certificate, pursuant to Section 10-7.402(1), shall be
15 required for the siting of all medical marijuana dispensing facilities. A permitted use
16 verification certificate is not a development order and shall not be the basis for any
17 claims of estoppel or vesting against any land development regulations or zoning
18 regulations which may be adopted on or after the date of the permitted use
19 verification application and/or certificate. The following supplemental information and
20 documentation shall be submitted for review along with the permitted use verification
21 application:
22

- 23 a. A narrative which details the scope of the project;
- 24 b. If a new building or structure is being proposed, a sketch of the proposed
25 layout of the site;
- 26 c. Maps and other data that support the requirement for 1,000 foot separation;
27 and
- 28 d. A copy of the authorization issued by the State of Florida, Department of
29 Health, to operate a medical marijuana dispensing facility.
30

31 (2) At a minimum, a medical marijuana dispensing facility will require review through the
32 Administrative Streamlined Application Process (ASAP), pursuant to Section 10-
33 7.402(7)(c). The siting of a facility shall only be established by the approval of a
34 development order. The following supplemental information and documentation shall
35 be submitted for review along with a site plan application:
36

- 37 a. A permitted use verification that has been issued as eligible or conditional
38 within the last 30 days;
- 39 b. Maps and other data that support the requirement for 1,000 foot separation;
40 and
- 41 c. A copy of the authorization issued by the State of Florida, Department of
42 Health, to operate a medical marijuana dispensing facility.
43

1 (e) Parking. Parking for medical marijuana dispensing facilities shall be calculated using the
2 existing parking requirements for general retail uses, as established in Section 10, Article
3 VII, Division 5 and associated Schedule 6-2.

4
5 (f) No county liability; indemnification; no defense.

6
7 (1) By accepting a development order issued pursuant to this section, the medical
8 marijuana dispensing organization waives any claim concerning, and releases the
9 county, its officers, elected officials, employees, attorneys and agents from any
10 liability for injuries or damages of any kind that result from any arrests or
11 prosecutions of owners, managers, employees, operators, clients or customers of
12 the dispensing organization for a violation of state or federal laws, rules, or
13 regulations.

14
15 (2) By accepting a development order issued pursuant to this section, the dispensing
16 organization agrees to indemnify, defend, and hold harmless the county, its officers,
17 elected officials, employees, attorneys, agents, and insurers against all liability,
18 claims, and demands on account of any injury, loss, or damage, including without
19 limitation claims arising from bodily injury, personal injury, sickness, diseases, death,
20 property loss or damage, or any other loss of any kind whatsoever arising out of or in
21 any manner connected with the operation of the dispensing organization that is
22 subject to the development order.

23
24 (3) The issuance of a development order pursuant to this section shall not be deemed to
25 create an exception, defense, or immunity for any person in regard to any potential
26 criminal liability the person may have under state or federal law for the acquisition,
27 cultivation, possession, processing, transferring, transportation, selling, distribution,
28 dispensing, or administration of marijuana or products containing marijuana.
29

30 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
31 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
32 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
33 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
34 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

35
36 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
37 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
38 such portion shall be deemed a separate, distinct, and independent provision and such holding
39 shall not affect the validity of the remaining portions of this Ordinance.

40
41 **SECTION 4.** Effective date. This ordinance shall be effective according to law.
42
43
44

1 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
2 Florida, this ____ day of _____, 2017.

3
4
5 LEON COUNTY, FLORIDA

6
7
8 BY: _____
9 JOHN E. DAILEY, CHAIRMAN
10 BOARD OF COUNTY COMMISSIONERS

11
12 ATTEST:
13 GWENDOLYN MARSHALL, CLERK OF THE COURT
14 AND COMPTROLLER
15 LEON COUNTY, FLORIDA

16
17
18
19 BY: _____

20
21 APPROVED AS TO FORM:
22 LEON COUNTY ATTORNEY'S OFFICE

23
24
25 BY: _____
26 HERBERT W.A. THIELE, ESQ.
27 COUNTY ATTORNEY

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, March 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 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED "SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES," BY ADDING A NEW SECTION 10-6.819 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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Advertise: February 27, 2017