

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, May 23, 2017
3:00 p.m.**

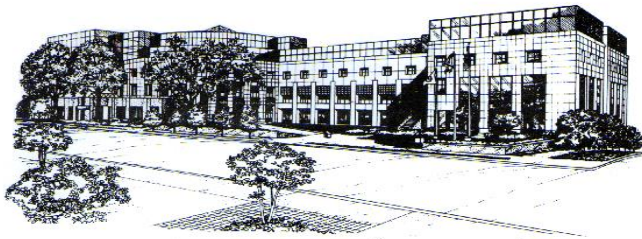
COUNTY COMMISSIONERS

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, May 23, 2017, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Proclamation Recognizing National Safe Boating Week, May 20-26, 2017
(Chairman Dailey)
- Proclamation Recognizing National Public Works Week, May 21-27, 2017
(Chairman Dailey)
- Proclamation Recognizing Tallahassee One Walk Ambassador Camille Schneider
(Chairman Dailey)
- Presentation on the Bethel Ready4Work Program
(Lucretia Shaw Collins, Bethel Missionary Baptist Church)

CONSENT

1. Minutes: April 25, 2017 FY 17/18 Budget Policy Workshop
(Clerk of the Court/ Finance/ Board Secretary)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Update on Foreign Trade Zone Efforts
(County Administrator/ PLACE/ Office of Economic Vitality)
4. Leon County State Housing Initiatives Partnership-Local Housing Assistance Plan
(County Administrator/ Human Services & Community Partnerships)
5. Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid
(County Administrator/ Public Works/ Stormwater)
6. Reject All Bids for Construction of the District II Medical Examiner's Office
(County Administrator/ Public Works/ Engineering Services)
7. Florida Department of Environmental Protection Permitting and Compliance Assistance Program Contract Renewal for the Petroleum Storage Tank Regulation Program for 2017-2027
(County Administrator/ Development Support & Environmental Management/ Environmental Services)

8. Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements for June 20, 2017 at 6:00 p.m.
(County Administrator/ Development Support & Environmental Management/ Environmental Services)

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

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

9. Status Report on the Implementation of Hurricane Hermine After Action Report Recommendations
(County Administrator/Emergency Management)
10. Tallahassee-Leon County Affordable Housing Workgroup Status Report
(County Administrator/ Human Services & Community Partnerships)
11. Voluntary Collection Agreement with Airbnb for the Collection of Tourism Development Taxes
(County Attorney/ County Administrator)
12. Agreement Awarding Bid to Allen's Excavating, Inc. in the Amount of \$394,571 for Construction of the Fred George Road Box Culvert and Trash Screen
(County Administrator/ Public Works)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

These public hearings are being held at City Hall, 300 S. Adams Street, in the 2nd Floor Commission Chambers.

13. Joint City/County Transmittal Hearing on 2017 Out-of-Cycle Comprehensive Plan Amendments
(County Administrator/ PLACE/ Planning)
14. Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments
(County Administrator/ PLACE/ Planning)
15. First & Only Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from the Single Family Residential (R-1) and urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District
(County Administrator/ PLACE/ Planning)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development November 10, 2016 Regular Meeting Minutes
- Capital Region Community Development January 12, 2017 Regular Meeting Minutes
- Capital Region Community Development January 12, 2017 Audit Committee Meeting Minutes
- Capital Region Community Development February 9, 2017 Regular Meeting Minutes

ADJOURN

*The next Regular Board of County Commissioner's Meeting is scheduled for
Tuesday, June 20, 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 Clerk website at www.leoncountyfl.gov

2017

Leon County Board of County Commissioners Meeting Schedule

JANUARY

S	M	T	W	T	F	S
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FEBRUARY

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MARCH

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APRIL

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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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. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
		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 City Commission Chambers
		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 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”
	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 City Commission Chambers
	<i>Wednesday 5</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee, FL</i>
	Tuesday 11	8:30 a.m.	Community Roundtable Discussion on Federal Funding for Nonprofit Human Services County Courthouse, 5 th Floor Commission Chambers
	Tuesday 18	9:00 a.m. – 11:00 a.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency Workshop / Retreat; TBD
	Tuesday 25	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
	Tuesday 25	3:00 p.m. <i>Cancelled</i>	Regular Meeting County Courthouse, 5th Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
April 2017 (cont.)	<i>Thursday 27 & Friday 28</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>
May 2017	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only 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
		6:00 p.m.	First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section Entitled "Medical Marijuana Dispensing Facilities"
	<i>Monday 15 – Wednesday 17</i>	<i>Greater Tallahassee Chamber of Commerce's Inter-City Trip</i>	<i>Nashville, Tennessee</i>
	Tuesday 16	4:00 p.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16 23	9:00 a.m. <i>rescheduled</i>	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing for 2017 Out-of-Cycle Comprehensive Plan Amendments <u>City Commission Chambers</u>
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments <u>City Commission Chambers</u>
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District (Tallahassee Utilities) <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	<u>Tuesday 20 13</u>	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 20 Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 13 20	9:00 a.m. – 3:00 p.m.	Budget Workshop
		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>
June 2017 (cont.)	Tuesday 20	6:00 p.m.	Second Public Hearing on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	First & only Public Hearing authorizing the Florida Public Service Commission to regulate private water and wastewater utilities
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements</u>
	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, 5th Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Adoption Hearing on Out-of- Cycle 2017 Comprehensive Plan Amendments</u>
	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>
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	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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
September 2017 (cont.)	<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
	<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
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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
December 2017 (cont.)	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS
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

Advisory Committee for Quality Growth

Board of County Commissioners (15 appointments)

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

UPCOMING EXPIRATIONS

JUNE 30, 2017

Board of Adjustment and Appeals

Board of County Commissioners (2 appointments)

CareerSource Capital Region

Board of County Commissioners (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2017

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)

SEPTEMBER 30, 2017 (cont.)

Council on Culture & Arts

Board of County Commissioners (2 appointments)

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)

DECEMBER 31, 2017

CRTPA Citizens Multi-modal Advisory Committee (CMAC)

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

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

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

Human Services Grants Review Committee

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

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

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

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

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

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

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

Joint City/County Bicycle Workgroup

Board of County Commissioners (3 appointments)

Library Advisory Board

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

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

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

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


**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

May 23, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Minutes: April 25, 2017 FY 17/18 Budget Policy Workshop

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: April 25, 2017 FY 17/18 Budget Policy Workshop.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the April 25, 2017 FY 17/18 Budget Policy Workshop.

Attachment:

1. April 25, 2017 FY 17/18 Budget Policy Workshop Minutes

LEON COUNTY
BOARD OF COUNTY COMMISSIONERS
FY 17/18 BUDGET POLICY WORKSHOP
April 25, 2017

The Leon County Board of County Commissioners met for a FY 2017 Budget Workshop on Tuesday, April 25, 2017.

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

Chairman Dailey called the FY 2017/18 Budget Workshop to order at 9:00 a.m.

Opening remarks were provided by Chairman Dailey, who then welcomed County Administrator Long to facilitate the workshop.

Facilitators: Vincent Long, County Administrator
Alan Rosenzweig, Deputy County Administrator
Ken Morris, Assistant County Administrator, Community Development
Wanda Hunter, Assistant County Administrator, Citizen Services
Scott Ross, Director, Director, Office of Financial Stewardship
Tony Park, Director, Public Works
Candice Wilson, Director, Human Resources
Shington Lamy, Director, Office of Human Services & Community Partnerships
Kerri Post, Director, Tourism Development
Maggie Theriot, Director, Office of Resource Stewardship
Robert Mills, Assistant Director, Public Works

County Administrator Long announced that the purpose of the workshop was to seek guidance from the Board on development of the FY 17/18 budget. He indicated that another workshop is scheduled for June 20th, whereby staff will provide the Board a more detailed budget. He mentioned that the tentative budget is projected to be balanced with no increase in millage rate, modest growth in sales taxes and other revenues, a continued focus on budget constraints, continuous internal efforts to drive efficiencies, realize cost savings/avoidances and innovation, and by maintaining current use of fund balance. County Administrator Long stated that, while conservative, the budget continues to: 1) place emphasis on restoring fund balances; 2) invest in infrastructure maintenance and capital outlay; 3) retire debt, and 4) improve the County's long term financial position; while also allowing for the County to continue to deliver essential, high quality services to the community and to address the Board's top priorities. He conveyed that while Mr. Rosenzweig would provide more details in his summation of Item #1, the projected "worse case" budget shortfall is \$3.0 million.

Workshop Item #1: Fiscal Year 2018 Preliminary Budget Overview

Deputy County Administrator Rosenzweig provided an overview of the preliminary budget. He recalled that the Board had, during the slow economic recovery, been deliberate and reasoned; while also addressing long term chronic issues such as stormwater and transportation funding by aligning fees with direct services. He mentioned that previous Board's actions have provided the necessary resources to continue maintaining the County as a financially viable organization, noting that a recently conducted financial review of Leon County by Fitch affirmed "the General Obligation Bond rating for Leon County at AA+ with an outlook of stable". He then highlighted areas such as:

- Expected revenues and expenditures;
- Cost Avoidance and Savings Efforts;
- Preliminary Staffing, and
- Use of Fund Balance.

He noted that the County was in the very early stages of the budget development process, as the Constitutional Officers have not formally submitted their budgets (due May 1), preliminary property values will not be provided by the Property Appraiser until June 1, and the state legislature is still in session. Additionally, budget staff is still reviewing the departmental operating and capital budget submissions.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Item 1: Accept staff's report on the preliminary budget.

**It is noted that Option 1 also includes approval of a resolution and associated Budget Amendment for the addition of an Administrative Associate for Development Services and Environmental Management in the current Fiscal Year and additionally approves the adoption of a new Solid Waste Fee Resolution.*

Commissioner Desloge remarked that there are many counties across the country that are still recovering and asked how Leon County compares across Florida. County Administrator Long responded that the County is lagging in economic recovery compared to other Florida markets. He attributed this lag to the type of environment which dominates the County, i.e., government and universities', which he opined tended to be the type which is the "last to drop and last to recover". He also characterized the local economy as "strong and stable".

The motion carried 6-0 (Commissioner Proctor out of Chambers).

Workshop Item #2: Leon County Medical Examiner Facility and Operating Contract

County Administrator Long provided an overview of the item. He recalled that the Board had placed the capital funding for this item in the current year budget, and approval of the item allows for the contract to be developed between the medical examiner and the County to operate the new facility when it opens next fiscal year. He shared that the new facility is estimated to cost \$236,000 annually; however, the operating costs will be offset by anticipated revenues from fees charged to other counties for the use of the new facility.

Commissioner Dozier expressed her appreciation for the work done to make this endeavor revenue neutral.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 1: Authorize the County Administrator to execute a contract, in a form approved by the County Attorney, with the District 2 Medical Examiner for the operations and use of the new Medical Examiner Facility. The motion carried 6-0 (Commissioner Proctor out of Chambers).

Workshop Item #3: Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies"

County Administrator Long provided an overview of the item. He conveyed that the proposed fees are reflective of local market conditions and allows the County to have continuing service contracts with multiple local providers, which in turn offers the County great capacity and flexibility. He shared that the revised policy and fee schedule has a fiscal impact of approximately \$30,000 annually. He thanked local funeral home directors for their cooperation and noted the efforts of Wanda Hunter, Assistant County Administrator and Shington Lamy, Office of Human Services and Community Partnerships Director.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Adopt the proposed policies and procedures as amended in Policy No. 98-25 "Disposition of Unclaimed and Indigent Bodies" and the associated Resolution, and 2) Approve the proposed Fee Schedule Resolution. The motion carried 7-0.

Workshop Item #4: Proposed Tourism Emerging Signature Event Grants

County Administrator Long provided an overview of the item. He offered that the County's current Signature Events Grant program currently provides up to \$60,000 for large scale events generating a minimum of 1,500 room nights. He recalled that the Board had at its February 7th Tourism Development Workshop directed staff to consider increasing tourist development support to existing events which have the potential for, or are on the verge of, becoming a signature event. He shared that the new Emerging Signature Event category would benefit events that meet most of the eligibility requirements of a Signature Event, but historically generate 1,250 to 1,499 room nights. They would also be eligible for increased funding and increased marketing support from Tourism Development. County Administrator Long noted staff's recommendation that \$50,000 in Tourism Development Tax revenues be allocated to support the new funding category.

Commissioner Dozier expressed her appreciation for the newly proposed funding category and ascertained from Ms. Post that they have identified three-four emerging events which might qualify. Commissioner Dozier then referenced the recent Goodwood event, which was deemed a festival by COCA, but in actuality was a fundraiser. She heard from Ms. Post that there has been ongoing dialogue between TDC and COCA and that a review committee has been convened to make recommendations to the COCA Board on possible revisions to their granting process. Ms. Post assured the Board that TDC is in constant communication with organizations to help education them on the most appropriate agency to apply for grant funding.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the modifications to the Tourism Grant programs as recommended by the Tourist Development Council in recognition of Emerging Signature Events, and 2) Direct staff to include an additional \$50,000 in the FY 18 Tourism budget to support Emerging Signature Events from the Tourist Development Tax.

Commissioners Desloge established with Ms. Post that the room threshold for the Emerging Signature Event category was a guideline, allowing for some flexibility.

Commissioner Lindley was appreciative for the flexibility on the room threshold as it would benefit a number of organizations who are on the cusp of funding eligibility.

Commissioner Proctor referenced Attachment 1, Page 53, FY17 Cultural Tourism Marketing Grant funding amounts, and asked why the African Caribbean Dance Theater and John G. Riley Center was not funded at the \$3,000 level. Ms. Post responded that those are COCA funded grants and Commissioner Maddox added that the \$2,700 funded was marketing only, not their full event funding.

Commissioner Dozier also expressed her appreciation for the flexibility on the 1,200 room night threshold and was pleased that COCA was undergoing a review of its funding categories. She stated that she looked forward to the conclusion of the COCA Review Committee and hoped that there could be some COCA funding for those programs that support other programs, i.e., Goodwood, African Dance, etc.

Commissioner Lindley voiced some concern about the lack of specificity on the flexibility on the room nights. Ms. Post shared that the TDC recognized that the Emerging Events Category was different; however, would provide an opportunity for the Tourism Development Office to incubate and help grow those events that have the potential to be Signature Events. Commissioner Lindley suggested that a report on the status of the new funding category be provided to the Board.

Chairman Dailey mentioned that the TDC Office would be providing an annual report and announced that he would look forward to hearing more about the TDC discussions on this issue.

The motion carried 7-0.

Workshop Item #5: Consideration of Establishing a Living Wage

County Administrator Long provided an overview of the item. He conveyed that the Board had at its December Retreat discussed, and adopted as a strategic initiative, the possibility of establishing a living wage for County employees. He shared that establishing the living wage at \$11.15 per hour would affect 59 County employees and would have a fiscal impact of \$78,290.

Commissioner Proctor thanked and applauded staff for bring this initiative forward; however, he suggested and advocated for establishing the living wage at \$12.00 per hour.

Commissioner Proctor moved, duly seconded by Chairman Dailey, approval of Option 1, as amended: Include ~~\$78,290~~ \$135,720 in the FY 2018 Preliminary Budget, to bring the lowest paid employees to a living wage of ~~\$11.15~~ \$12.00/hour

Chairman Dailey asked the fiscal impact of the increase. County Administrator Long responded that an additional 37 FTE's would be affected amounting to an estimated additional fiscal impact of \$25,000-\$30,000.

Commissioner Maddox also expressed his appreciation to staff and stated that he would support the motion on the floor.

Commissioner Desloge established with Ms. Wilson that the wage increase would affect the lowest paid employees in the County, i.e., service workers, equipment operators, maintenance technicians, library assistants, etc., and is intended to help those individuals managing a family. He asked about the summer youth program and learned that the minimum wage scale could continue to be used. Commissioner Desloge indicated that he was not interested in implementing the living wage at \$12.00/hour Countywide.

Commissioner Dozier stated that while she could support the motion, was also interested in an analysis of employees who currently make around \$12.00 – \$15.00 per hour and how these pay ranges could be upgraded over the next five years or so. County Administrator Long responded that if desired by the Board, staff could bring back a budget discussion item for the June Budget Workshop offering this data.

Commissioner Jackson opined that the increase would have a positive impact on recruitment and has found during his short tenure on the Board that staff (especially those in positions that would be most impacted by the salary increase) has been extremely responsive and are often times the “engines that run the machine”. He also established that the living wage could affect full time OPS and some part time (depending on their hours) employees.

Commissioner Lindley also voiced her support for the motion. She stated that the proposed living wage was an important measure the Board could take to show its appreciation and respect for the individuals and the jobs they perform. She too opined that the increase would help not only in recruitment but retention as well.

The motion carried 7-0.

Workshop Item #6: Staff Report on the Healthcare Competitive Provider Reimbursement Pool

County Administrator Long provided an overview of the item. He indicated that the item responds to a Board directive received during the June 2016 Budget Workshop, for staff to provide a broader review of the utilization of the Healthcare Competitive Provider Reimbursement Pool and services provided to the patients. He summarized that the healthcare providers are in compliance with the terms of existing contracts; however, as reflected in the options several contract improvements have been

identified. He noted that the item recommends funding in the amount of \$50,000 for enhancements to the HSCP Management System in order to implement the process improvements that were identified as part of the annual provider contract review.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2:

- 1) *Accept the staff report on the Healthcare Competitive Provider Reimbursement Pool, and*
- 2) *Direct staff to implement the following recommendations outlined in the item:*
 - A. *Define the types of patient visits eligible for reimbursement in the Healthcare Competitive Provider Reimbursement Pool in the FY2018 contracts with Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.*
 - B. *Include provisions in the FY2018 contracts with Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. in which repayment to the County would be required.*
 - C. *Include \$50,000 for enhancements to the HSCP Management System in the FY2018 Preliminary Budget.*
 - D. *Maintain the current level of funding for overall healthcare services at \$1,739,582 for FY18.*
 - E. *Continue to utilize the Healthcare Competitive Provider Reimbursement Pool model.*

The motion carried 6-0 (Commissioner Dozier out of Chambers).

Workshop Item #7: Annual Review of Outside Agency Contracts for Services

County Administrator Long provided an overview of the item. He shared that funding levels are maintained, thus there is no additional fiscal impact in the budget.

Commissioner Lindley questioned the reporting requirements (mid-year and annual) and suggested it may be too onerous for some of the non-profits who may have small staffs. Deputy County Administrator Rosenzweig responded that the data is needed so as to have information during the formation of the budget.

Commissioner Desloge offered that the reports were also important as they afford the County the needed oversight and stated that he was hesitant to make a change in the reporting requirements.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Current level funding is tentatively included in the FY 2018 Preliminary Budget.

- *Legal Services of North Florida: \$257,500*
- *DISC Village: \$222,759*
- *TMH Trauma Center: \$200,000*
- *Tallahassee Senior Citizens Foundation: \$179,000*
- *St. Francis Wildlife Association: \$71,250*
- *Tallahassee Trust for Historic Preservation: \$63,175*
- *Whole Child Leon: \$38,000*
- *Domestic Violence Coordinating Council: \$25,000*
- *United Partners for Human Services: \$23,750*
- *Sharing Tree: \$20,000*
- *OASIS Center: \$20,000*
- *Sustainable Tallahassee: \$8,800*

Commissioner Proctor called attention to the synopsis of the South City Revitalization Neighborhood Equity Project. He submitted that the report did not address the lack of infrastructure in the area, i.e., no sidewalks, too narrow roads, open ditches, etc.; which he emphasized needed to be addressed.

Commissioner Dozier mentioned the progress along Monroe Street/Orange Avenue/Southside to address various long-term historical problems. She commented that engaging organizations such as "Purpose Built Communities" could be used, in conjunction with existing service providers and programs already in place, to holistically help address some of the issues plaguing the area. She added that it was her intent to formally request at the next Board meeting that representatives from the Purpose Built Communities organization be invited to share their recommendations for South City either to the Board or staff.

The motion carried 7-0.

Workshop Item #8: Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc. and Creation of Contract Compliance Specialist

County Administrator Long stated that the item summarizes the status of the Waste Pro contract, including staff's continuous proactive steps to meet customer service expectations and insure contract compliance by the vendor. He noted that the County regularly assesses liquidated damages to the vendor when contract requirements are not met and that the proposed Contract Compliance Specialist position recommended in the item would be funded through these assessments. County Administrator Long announced that Robert Mills, Deputy Public Works Director, had resigned and he took the time to publically thank Mr. Mills for all his efforts on behalf of the County. He stated that Mr. Mills had been a tremendous asset to the County and would be missed.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the status update regarding curbside collection service through Waste Pro, Inc. and 2) Authorize staff to add a Contract Compliance Specialist in the current year and include in the FY 2018 Preliminary budget, to be funded by liquidated damages from the Waste Pro contract, and approve the Resolution and associated Budget Amendment Request.

Chairman Dailey and fellow Commissioners individually expressed their appreciation to Mr. Mills for his hard work on behalf of their constituents and the Board.

The motion carried 7-0.

Workshop Item #9: Authorization for the Florida Public Service Commission (PSC) to Regulate Private Water and Wastewater Utilities

County Administrator Long provided an overview of the item. He stated that the vast majority of mid to large size counties have deferred regulation of private utilities to the PSC. He noted that the date for the proposed public hearing (Option 1) has been changed from May 23, 2017 to June 20, 2017.

Commissioner Maddox moved, duly seconded by Commissioner Proctor, approval of Option 1, as amended: Direct staff to schedule the first and only public hearing for ~~May 23~~, June 20, 2017, at 6:00 p.m. authorizing the Florida Public Service Commission to regulate private water and wastewater utilities.

Commissioner Dozier referenced the date of the letter from Seminole Waterworks (Attachment #3), and ascertained from County Administrator Long that the increase requested from the company had been withdrawn and would be sought from the PSC upon approval of this action by the Board.

Commissioner Proctor confirmed with County Attorney Thiele that the proposed action would not impact the County's right to bottle or distribute water. He suggested that it would be good and not premature for the Board to explore this type venture, along with the production of solar energy.

The motion carried 7-0.

Workshop Item #10: Consideration of Funding to Support the County's Five-Year Target to Plant 1,000 Trees in Canopy Roads

County Administrator Long provided an overview of the item. He relayed that this was a Strategic Initiative adopted by the Board at its Retreat and the 1,000 trees are part of the 15,000 to be planted over the next five years. He added that the County's new urban forester is working with the Canopy Road Committee to develop the new canopy roads management plan.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Include \$75,000 in the FY 2018 preliminary budget to develop an active tree planting program that will support the County's Target to plant 1,000 trees in canopy roads. The motion carried 6-1 (Commissioner Proctor in opposition).

Workshop Item #11: Signature Landscaping Feature for County Parks

County Administrator Long provided an overview of the item. He stated that this was another Strategic Initiative resulting from the Board's Retreat. He stated that the southern crab apple trees to be planted at Pedrick Pond Park adjacent to the Eastside Branch Library would enhance the park landscaping and provide visual appeal. It is estimated that the total planting will cost approximately \$35,000.

Commissioner Dozier appreciated that the initial signature landscaping was being done at Pedrick Pond Park and that she looked forward to expanding this initiative to other districts.

Commissioner Dozier moved, duly seconded by Chairman Dailey, approval of Option 1: Include \$35,000 in the FY 2018 budget to establish a signature landscape feature, with a regular blooming season at Pedrick Pond Park. The motion carried 6-1 (Commissioner Proctor in opposition).

Workshop Item #12: Pilot Mobile Hotspot Library Lending Program

County Administrator Long provided an overview of the item stating that the Board had adopted this as another Strategic Initiative at its Retreat. He stated that the pilot program would allow the public to check out hotspots for library users without internet access at home.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Include \$13,250 in the Proposed FY 2018 for a Pilot Mobile Hotspot Library Lending Program. The motion carried 7-0.

Workshop Item #13: Refinancing 2014 Capital Refunding Bank Loan

County Administrator Long provided a brief overview of the item. He shared that the total net present savings over the remaining eight years of the loan are estimated at \$420,000 or an average annual savings of \$60,000.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Authorize staff to conduct the necessary steps to refinance the 2014 Capital Improvement Refunding Bank Loan with the current vendor, Regions Bank.

Chairman Dailey thanked staff for continuously looking at creative ways to save money.

The motion carried 7-0.

Chairman Dailey expressed appreciation to staff for an excellent and well prepared budget workshop.

Commissioner Dozier thanked staff for a very efficient Budget Workshop. She brought up the need for a “good robust conversation” on how to prepare for an anticipated \$8 - \$9 million shortfall that would be realized by the County should the property tax exemption being proposed by the legislature be passed by the voters. She suggested it more appropriate to have discussions with residents on local tax reductions that would better serve the community.

Commissioner Proctor thanked staff for another outstanding workshop. Expressed his appreciation for the Board’s support to raise the living wage for its employees to \$12.00.

Commissioner Maddox expressed his appreciation for the congenial manner in which the Board interacts. To Commissioner Dozier’s comments regarding homestead exemption, he agreed that such a large financial hit would impact the County’s ability to continue to provide the quality services that its citizens are accustomed. He suggested that whether the legislation passes this year or not, the County begin some type of public education campaign, in coordination with its partners, highlighting why a property tax break is not in citizens best interest and the detrimental effect it would have on services.

Commissioner Proctor also suggested that the County use some of the space allocated in the Tallahassee Democrat for its “County Link” to provide information to the public on how the County uses taxpayer monies and the importance to maintain the status quo.

Chairman Dailey noted that tax payer monies are not allowed to be used for advocacy purposes, and asked staff to be cautious should it deem this type of initiative appropriate.

Commissioner Dozier commented that there will be time after the legislative session and the Board’s June Budget Workshop to consider the next step. She too mentioned communicating with partners and encouraging their involvement to inform the public on the effects of the homestead exemption.

Commissioner Proctor mentioned that Leon as the “Capital County” has an obligation to promote clearly and forcefully those issues that are important to the stability of counties and that use of the local newspaper to inform legislators on the detriments of this action could be pivotal.

There being no further business to come before the Board, Chairman Dailey adjourned the Budget Workshop at 10:49 a.m.

LEON COUNTY, FLORIDA

ATTEST:

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

BY: _____
Gwendolyn Marshall, Clerk of 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

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers for May 23, 2017

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 Jelani Marks, Management Analyst, Office of Management & Budget

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval May 23, 2017 and pre-approval of payment of bills and vouchers for the period of May 24 through June 19, 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 May 23, 2017, and pre-approve the payment of bills and vouchers for the period of May 24 through June 19, 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 May 23, 2017 meeting, the morning of Monday, May 22, 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 June 20, 2017, it is advisable for the Board to pre-approve payment of the County's bills for May 24 through June 19, 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 May 23, 2017, and pre-approve the payment of bills and vouchers for the period of May 24 through June 19, 2017.
2. Do not approve the payment of bills and vouchers submitted for May 23, 2017 and pre-approve the payment of bills and vouchers for the period of May 24 through June 19, 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

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Status Report on the Tallahassee International Airport Foreign Trade Zone Application

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Ben Pingree, Director of PLACE Al Latimer, Director, Office of Economic Vitality Cristina Paredes, Deputy Director, Office of Economic Vitality

Statement of Issue

This agenda item provides an update on the status of the Tallahassee International Airport's application and process for the creation of a Foreign Trade Zone as requested during the April 4, 2017 Commission meeting.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Status Report on the Tallahassee International Airport Foreign Trade Zone.

Report and Discussion

Background:

In 1934, the United States created the Foreign Trade Zone (FTZ) Program to improve the competitiveness of U.S. companies versus foreign based companies. The FTZ is a designated area within a country where imported goods can be stored or processed without being subject to import duty, helps level the playing field, and improves U.S. competitiveness by reducing operation costs. It helps encourage value-added activities at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings. The advantages of having an FTZ can be the difference a company needs to have access to global markets and keep or locate manufacturing or distribution operations in the region. The benefits associated with businesses in the FTZs will vary depending upon the type of operation involved and authority granted by the Foreign-Trade Zones Board and Customs. FTZ benefits include:

- Duty exemption
- Duty deferral
- Reduction or inverted tariff
- Merchandise processing fee (MPF) reduction
- Streamlined logistics, and
- Merchandise Quota avoidance.

On October 8, 2014, the Tallahassee City Commission authorized staff to pursue international airport status; pursue the creation of a Foreign Trade Zone (FTZ) at the Airport; and, enter into a Memorandum of Understanding (MOU) with U.S. Customs and Border Protection (CBP) for monitoring and oversight of the FTZ. On January 14, 2015, the City Commission adopted changed the airport name from "Tallahassee Regional Airport" to "Tallahassee International Airport."

Analysis:

The new international status of the airport is expected to be a catalyst for trade which is anticipated to precede international travel. A 2016 Foreign Trade Zone Feasibility Study by IMS Worldwide, Inc. outlined a pathway for the airport to become a new stand-alone FTZ that will serve the Capital Region and eight surrounding counties consisting of Leon, Taylor, Gadsden, Wakulla, Jefferson, Franklin, Madison and Liberty. IMS Worldwide, Inc. states that there is good demand for an FTZ in the Tallahassee area and the surrounding counties. An application must be approved by FTZ Board for the creation of a new FTZ, and a Federal Inspection Services (FIS) facility and International Arrivals Facility (IAF) must be constructed to support foreign trade and international passengers. Letters of Interest/Intent have been received from GT Technologies and Danfoss Turbocor, Inc. as well as letters of support from the Apalachee Regional Planning Council (ARPC), CareerSource Capital Region, Franklin, Gadsden, Wakulla and Liberty Counties.

The facility will be designed in accordance with technical design standards established by CBP and will house the agents necessary to execute the task associated with the operation of the FTZ. Funding for design and construction of an FIS/IAF is included in the economic development portion of Blueprint 2020 sales tax projects. The funding and construction schedule for the facility which will house CBP agents that will perform the day-to-day monitoring of zone activity is critical to the filing of an application to create a new FTZ. Once a plan and schedule is developed, an MOU with the CBP can be completed. The MOU will establish the rules, responsibilities and staffing for the FIS to include the oversight of the FTZ. An application can then be submitted to the FTZ Board. The CBP must sign off on the application. The MOU with the CBP is needed before finalizing and submitting the application. However, construction of the FIS/IAF facility does not have to be completed prior to application.

On May 10, 2017, the City Commission accepted a status report on the FTZ and directed City staff to further analyze how to expedite the process to complete the design of the FIS/IAF facility as well as the FTZ application.

Options:

1. Accept the Status Report on the Tallahassee International Airport Foreign Trade Zone.
2. Do not accept the Status Report on the Tallahassee International Airport Foreign Trade Zone.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Leon County State Housing Initiatives Partnership Local Housing Assistance Plan

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:	Shington Lamy, Director, Office of Human Services & Community Partnerships

Statement of Issue:

This agenda item seeks Board ratification of staff's submittal of the State Housing Initiatives Partnerships – Local Housing Assistance Plan for 2017-18, 2018-19, and 2019-20 to the Florida Housing Finance Corporation and adoption of the associated Resolution.

Fiscal Impact:

This item has a fiscal impact and is associated with a grant in support of the County's housing programs and services. In accordance with F.S. 420.9076, counties must adopt a SHIP-LHAP to be eligible for SHIP funds. The County was awarded \$614,721 in SHIP funds for FY2017. Upon approval of the 2018 State budget, a new award amount will be announced in June, 2017.

Staff Recommendation:

Option #1: Ratify staff's submittal of the Leon County State Housing Initiatives Partnerships – Local Housing Assistance Plan (SHIP-LHAP) for 2017-18, 2018-19, and 2019-20 (Attachment #1) and adopt the associated Resolution (Attachment #2).

Report and Discussion

Background:

The SHIP Program is administered by the FHFC and provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program is designed to serve very low, low and moderate income families. Funds are allocated to local governments based on population.

In accordance with Chapter 67-37.005 FAC, local governments that participate in the SHIP Program are required to submit a new SHIP-LHAP to the FHFC triennially. The County's current SHIP-LHAP is effective 2015 through 2017 and will expire June 30, 2017. The SHIP-LHAP describes the affordable housing strategies (also known as programs) that will be implemented with SHIP funds. This includes programs such as down payment assistance and housing rehabilitation. Additionally, in accordance with Florida Statute 420.9076, the SHIP-LHAP must include local housing incentive strategies that will be implemented. The submittal deadline for the new SHIP-LHAP was May 2, 2017. A new SHIP-LHAP was submitted to FHFC prior to the deadline and a conditional approval was provided by FHFC. Board approval of the associated Resolution is required for FHFC's full approval of the County's LHAP.

Analysis:

SHIP funds are used to support housing programs and services for eligible applicants (very low, low and moderate income) that reside in unincorporated Leon County. The Leon County SHIP-LHAP establishes the County's affordable housing strategies (also known as programs) that will be implemented with SHIP funds over the next three year period. The strategies outlined in the LHAP for 2018, 2019 and 2020 are as follows:

- Purchase Assistance (i.e. down payment assistance, closing cost, etc.)
- Home Rehabilitation
- Home Replacement
- Disaster Mitigation
- Foreclosure Avoidance
- Emergency Housing Repair
- Housing Rental Assistance

Purchase Assistance, Home Rehabilitation, Home Replacement, Disaster Mitigation, and Foreclosure Avoidance are ongoing strategies used in previous LHAPs that are still effective in addressing housing needs. For example, under the current LHAP, more than \$650,000 in SHIP funds were used to provide 13 home rehabilitations/replacements for Leon County residents.

Emergency Housing Repair and Housing Rental Assistance are new strategies that were recommended by the Affordable Housing Advisory Committee (AHAC) to be included in the new SHIP-LHAP. The Board accepted the AHAC's Triennial Report of recommended strategies at the December 13, 2016 meeting (Attachment #3).

The Emergency Housing Repair Program would provide an expedited process that allows for self-certification of income for temporary repairs in homes with conditions that threaten the health and safety of the inhabitants, or structural integrity of the home.

The Housing Rental Assistance Program would allow SHIP funds to be awarded to renter households that are in need of assistance for: (1) security and utility deposit; (2) eviction prevention not to exceed six month's rent; and/or (3) rent subsidies for up to 12 months. The previous SHIP-LHAP did not allow SHIP funds to be utilized for rental assistance.

FHFC has recommended that local governments limit the number of strategies to those that can be accomplished with the available funds over the life of the 3-year SHIP-LHAP. However, the County may amend the LHAP at any time to revise and/or add strategies that meet the County's affordable housing objectives.

As stated previously, FHFC has granted a conditional approval of the County's new SHIP-LHAP. FHFC will give its full approval upon Board adoption of the associated Resolution and subsequent execution of the LHAP Certification document included in Attachment #1 by the County Administrator.

Options:

1. Ratify staff's submittal of the Leon County State Housing Initiatives Partnerships – Local Housing Assistance Plan for 2018-20 (Attachment #1) and adopt the associated Resolution (Attachment #2).
2. Do not ratify staff's submittal of the Leon County State Housing Initiatives Partnerships – Local Housing Assistance Plan for 2018-20 and do not adopt the associated Resolution.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Leon County State Housing Initiatives Partnership-Local Housing Assistance Plan (SHIP-LHAP) for 2017-18, 2018-19, and 2019-2020
2. Resolution approving the Leon County State Housing Initiatives Partnership-Local Housing Assistance Plan (SHIP-LHAP) for 2017-18, 2018-19, and 2019-20
3. The Affordable Housing Advisory Committee's 2017 Triennial Final Report of Recommendations

LEON COUNTY, FLORIDA

**STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

2017-2018, 2018-2019 and 2019-2020

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<ul style="list-style-type: none"> A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification (Forthcoming) E. Signed, dated, witnessed or attested adopting resolution (Forthcoming) F. Ordinance: (If changed from the original creating ordinance) - N/A - No Change G. Interlocal Agreement - N/A 	

SECTION I. PROGRAM DETAILS:

A. Name of the participating local government: Leon County

Is there an Interlocal Agreement: Yes _____ No: X

B. Purpose of the program:

1. To meet the housing needs of the extremely low, very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020

D. Governance: The State Housing Initiatives Partnership (SHIP) Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation (FHFC) programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, neighborhood associations, and convening Leon County's citizen Affordable Housing Advisory Committee. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability, when applicable.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status annually. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies:

The County will accept applications during the advertised “Application Period” which will be 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate

- J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling: Support services are available from various sources. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through qualified HUD approved agencies.
- L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S.

Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department

Local HFA Numbers

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance, whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration: Administration of the local housing assistance plan will be wholly performed and maintained by Leon County.
- R. Project Delivery Costs: In addition to the administrative costs listed above, the County will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
- S. Essential Service Personnel Definition: For the purpose of SHIP funding, the County considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, and National Guard stationed in the county.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The County will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:

- 1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 - 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 - 3. Energy Star qualified refrigerator;
 - 4. Energy Star qualified dishwasher, if provided;
 - 5. Energy Star qualified washing machine, if provided in units;
 - 6. Energy Star qualified exhaust fans in all bathrooms; and
 - 7. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- U. Describe efforts to meet the 20% Special Needs set-aside: The County will partner with social service agencies serving the designated special needs population to achieve the goal of the special needs set-aside. The goal will be met through owner occupied housing rehabilitation and housing replacement, down payment assistance, emergency repair, and rental assistance strategies.
 - V. Describe efforts to reduce homelessness: The County will work with agencies serving the homeless populations primarily through Leon County’s Housing Rental Strategy

(Strategy H) to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve (12) months.

SECTION II. HOUSING STRATEGIES:

A. <i>Purchase Assistance for Existing Units Without Repair</i>	Code 2
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- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs associated with the purchase of a home that does not require repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award: \$7,500

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is

allowed for the following conditions:

- i. purpose of preventing foreclosure;
- ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
- iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- iv. for payment of outstanding bills with no cash out to homeowner.

(5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must be located in unincorporated Leon County.

B. Purchase Assistance for Existing Units Needing Repair	Code 1
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- a. Summary of Strategy: SHIP funds will be awarded for down payment, closing costs, or to make necessary repairs to purchase home.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award: Very low: \$15,000
Low: \$10,000
Moderate: \$7,500

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage

payment reduction of at least seventy-five (\$75.00) dollars per month

- iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- iv. for payment of outstanding bills with no cash out to homeowner.

(5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must be located in unincorporated Leon County.

<i>C. Home Rehabilitation</i>	<i>Code 3</i>
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- a. Summary of Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$50,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years: \$0 - \$10,000
Ten (10) years: \$10,001 - \$20,000
Twenty (20) years: \$20,001 - \$50,000
 - 4. Forgiveness: Loans are forgiven in the following manner:
 - (1) Five-year loans on a prorated basis of 20% per year
 - (2) Ten-year loans on a prorated basis of 10% per year
 - (3) Twenty-year loans on a prorated basis of 5% per year
 - 5. Repayment: Not required as long as the loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

All eligible units must be located in unincorporated Leon County.

<i>D. Home Replacement</i>	<i>Code 4</i>
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- a. Summary of Strategy: SHIP funds will be awarded for the replacement of existing single family homes if the county finds that rehabilitation of the home surpasses 50% of the current value of the home.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$108,000 (stick built and modular homes)
\$108,000 (mobile homes located in a flood plain)
\$75,000 (mobile homes not located in a flood plain)
\$500 (temporary relocation assistance)
\$1,500 (temporary relocation assistance located in flood plain)
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: 20 years
 4. Forgiveness: Loan is forgiven on a prorated basis of 5% per year
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance

requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

All eligible units must be located in unincorporated Leon County.

<i>E. Disaster Mitigation</i>	<i>Code 5</i>
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- a. Summary of Strategy: SHIP funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President of the United States or Florida Governor.

Post disaster rehabilitation activity may include repairing structural damage, roof repair/replacement, demolition costs, and retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program and Chapter 161, F.S. Repairs will be prioritized as follows:

- 1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
- 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
- 3. Repairs necessary to make the home habitable.
- 4. Repairs to mitigate dangerous situations (exposed wires)

SHIP funds may be awarded for expenditures allowed in Florida Administrative Code 67-37.005(9), which are as follows:

- 1. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
- 2. Security deposit for eligible recipients that have been displaced from their homes due to disaster;
- 3. Rental assistance for eligible recipients that have been displaced from their homes due to disaster;
- 4. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
- 5. Construction of wells or repair of existing wells where public water is not available.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low and Low
- d. Maximum award: The maximum awards are presented in the categories of emergency disaster repair, rehabilitation and replacement and are as follows:

- 1. *Emergency Disaster Repair Grant*
 - i. \$1,650
- 2. *Rehabilitation*
 - i. \$50,000 (stick built, mobile homes, and modular homes)
 - ii. \$500 (temporary relocation assistance)
 - iii. \$1,500 (temporary relocation assistance located in flood plain)
- 3. *Replacement*
 - i. \$108,000 (stick built and modular homes)
 - ii. \$108,000 (mobile homes in a flood plain)
 - iii. \$75,000 (mobile homes not located in a flood plain)
 - iv. \$500 (temporary relocation assistance)
 - v. \$1,500 (temporary relocation assistance located in flood plain)

- e. Terms:
1. Repayment loan/deferred loan/grant: Except for the Emergency Disaster Repair Grant, funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: Five (5) years
 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
1. Must provide proof of homeowner's insurance
 2. Must file for and use proceeds from insurance as first option
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

All eligible units must be located in unincorporated Leon County.

<i>F. Emergency Housing Repair</i>	<i>Code 6</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will only be used for an applicant who has applied for, but will not receive assistance through the owner occupied rehabilitation strategy within the next three months. When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$1,650
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No third-party verification required. All eligible units must be located in unincorporated Leon County.

<i>G. Foreclosure Avoidance</i>	<i>Code 7</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to applicants to bring current the existing first mortgage of their primary residences to avoid foreclosure.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$7,500
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 - 5. Repayment: Not required as long as the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria:
 - 1. Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.

2. Applicant(s) must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
3. Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
4. Applicant(s) have sufficient income required to maintain their mortgage after foreclosure assistance is received.
5. A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
6. The applicant will be required to demonstrate the steps they are taking to resolve their situation.
7. If approved to receive assistance, the applicant(s) must demonstrate:
 - (1) Their ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.
 - (2) The enrollment in a credit counseling/budgeting course offered by an approved local provider.
 - (3) Proof of residency in the unincorporated area of Leon County.
 - (4) Assistance being sought is for the applicant(s) primary residence.
 - (5) Applicant(s) must demonstrate proof of extraordinary hardship.
 - i. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, they must agree and be approved for a modified fixed rate mortgage. Examples of an extraordinary hardship are listed below but not limited to:

- a. Loss of employment, through no fault of the applicant; however, the applicant has regained employment.
 - b. Substantial decrease in the household income, through no fault of the applicant(s).
 - c. Temporary or permanent disability that reduces income.
 - d. Changes in the household composition that reduces income.
 - e. Demonstrated medical hardship.
 - f. Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
 - g. Substantial increase to the mortgage payment due to participation in an adjustable rate mortgage or "ramp up" mortgage.
 - h. Substantial increase to payments due to escrow shortages.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must be located in unincorporated Leon County.

<i>H. Housing Rental Assistance</i>	<i>Code 13</i>
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- a. Summary of Strategy: SHIP Funds will be awarded to renter households that are in need of assistance for:
 - 1. Security and utility deposit assistance;
 - 2. Eviction prevention not to exceed 6 months' rent; and/or
 - 3. Rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs, as defined in s. 420.0004, Florida Statutes.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low and Low

- d. Maximum award: \$10,000

- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A

- f. Recipient Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the Leon County Housing Division by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.

- g. Sponsor/Developer Selection Criteria: Sponsors may be selected to administer the Rental Assistance program. Criteria for selection of sponsor organization will include:
 - 1. past experience working with the target population;
 - 2. past experience administering similar rental assistance programs;
 - 3. financial and human resource capacity to administer the program;
 - 4. participation in the Continuum of Care Coordinated Entry system; and
 - 5. such other criteria as may be determined appropriate.

- h. Additional Information:

All eligible units must be located in unincorporated Leon County.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Expedited Permitting

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects

Provide a description of the procedures used to implement this strategy: Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and team work. Specific processes that have been established include:

1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.

2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.

3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues. These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption

Provide a description of the procedures used to implement this strategy: By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. Other Incentive Strategies Adopted:

Modification of Impact Fee Requirements

The County eliminated its transportation impact fee in 1995; therefore housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

Modification of Site Plan Requirements (Reduction of Parking Setbacks)

Site design modifications such as reduced lot size, street layout and design, setback reductions, and decreased parking requirements can be obtained by the developers of affordable housing subdivisions under Articles X and XI of the current Leon County land development code. The Building Plans Review and Inspection Division administratively allows developers to utilize master building permits consistent with the provisions outlined in F.S. 55.794 as a methodology for reducing the cost of home design and minimizing the associated time frames required for building plans review and permit approval.

Inventory of Public Lands Suitable for Affordable Housing

When foreclosing on Code Enforcement Board liens, the County considers the use of foreclosed property for affordable housing.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification. (Forthcoming)
- E. Signed, dated, witnessed or attested adopting resolution. (Forthcoming)
- F. Ordinance – N/A - No change
- G. Interlocal Agreement – N/A

LHAP 2009-001

Exhibit A

Revised: 6/2016

Leon County

Fiscal Year: 2017-2018		
Estimated Allocation for Calculating:	\$	642,950.00
Salaries and Benefits	\$	17,295.00
Office Supplies and Equipment	\$	4,855.00
Travel Per diem Workshops, etc.	\$	5,000.00
Advertising	\$	2,000.00
Other*	\$	35,000.00
Total	\$	64,150.00
Fiscal Year: 2018-2019		
Estimated Allocation for Calculating:	\$	655,475.00
Salaries and Benefits	\$	40,997.00
Office Supplies and Equipment	\$	1,003.00
Travel Per diem Workshops, etc.	\$	5,000.00
Advertising	\$	3,000.00
Other*	\$	15,000.00
Total	\$	65,000.00
Fiscal Year 2019-2020		
Estimated Allocation for Calculating:	\$	710,020.00
Salaries and Benefits	\$	43,002.00
Office Supplies and Equipment	\$	5,000.00
Travel Per diem Workshops, etc.	\$	5,000.00
Advertising	\$	3,000.00
Other*	\$	15,000.00
Total	\$	71,002.00

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document. Details: \$35,000 in Fiscal Year 2017-2018 to develop an automated system for managing the SHIP program. The proposed system will be designed to facilitate processes while streamlining operations. \$15,000 in subsequent fiscal years for system maintenance and enhancements.

**Exhibit B
Timeline for SHIP Expenditures**

Leon County Government affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government’s LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

FLORIDA HOUSING FINANCE CORPORATION											Please check applicable box		
EXHIBIT C HOUSING DELIVERY GOALS CHART											New Plan: <input checked="" type="checkbox"/>		
2017-2018											Amendment: <input type="checkbox"/>		
Name of Local Government: Leon County											Fiscal Yr. Closeout: 2017-2018		
								Allocation: \$642,950.00					
		A		B		C		D		E		F	
HOME OWNERSHIP		VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
7	Foreclosure Avoidance	2	\$7,500	2	\$7,500	0	\$7,500	\$0.00	\$0.00	\$40,000.00	\$40,000.00	6.22%	4
3	Home Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000	\$0.00	\$97,950.00	\$0.00	\$97,950.00	15.23%	3
5	Diaster Mitigation	0	\$75,000	0	\$75,000	0	\$0	\$55,250.00	\$0.00	\$0.00	\$55,250.00	8.59%	0
4	Home Replacement (Demolition Reconstruction)	6	\$75,000	4	\$75,000	0	\$75,000	\$300,000.00	\$0.00	\$0.00	\$300,000.00	46.66%	10
1	Purchase Assistance for Existing Units Needing Repair	0	\$15,000	0	\$10,000	1	\$7,500	\$0.00	\$7,500.00	\$0.00	\$7,500.00	1.17%	1
2	Purchase Assistance for Existing Units w/o Repair	0	\$7,500	1	\$7,500	0	\$7,500	\$7,500.00	\$0.00	\$7,500.00	\$15,000.00	2.33%	1
6	Emergency Housing Repair	9	\$1,650	5	\$1,650	0	\$0	\$0.00	\$11,550.00	\$11,550.00	\$23,100.00	3.59%	14
Subtotal 1 (Home Ownership)		18		14		1		\$362,750.00	\$117,000.00	\$59,050.00	\$538,800.00	83.80%	33
RENTAL		VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
13	Housing Rental Assistance	3	\$10,000	1	\$10,000	0	0	\$0.00	\$0.00	\$40,000.00	\$40,000.00	6.22%	4
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
Subtotal 2 (Non-Home Ownershi		3		1		0		\$0.00	\$0.00	\$40,000.00	\$40,000.00	6.22%	4
Administration Fees											\$64,150.00	9.98%	
Admin. From Program Income												0.00%	
Home Ownership Counseling												0.00%	
GRAND TOTAL													
Add Subtotals 1 & 2, plus all Ad		21		15		1		\$362,750.00	\$117,000.00	\$99,050.00	\$642,950.00	100.00%	37
Percentage Construction/Rehab		Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										74.62%	
Maximum Allowable Purchase Price:								New		Existing			
Allocation Breakdown		Amount		%				Projected Program Income:		Max Amount Program Income For Admin:		\$0.00	
Very-Low Income		\$310,650.00		48.3%				Projected Recaptured Funds:					
Low Income		\$253,150.00		39.4%				Distribution:		\$642,950.00			
Moderate Income		\$15,000.00		2.3%				Total Available Funds:		\$642,950.00			
TOTAL		\$578,800.00		90.0%									

FLORIDA HOUSING FINANCE CORPORATION												Please check applicable box		
EXHIBIT C HOUSING DELIVERY GOALS CHART												New Plan: <input checked="" type="checkbox"/>		
2018-2019												Amendment: <input type="checkbox"/>		
												Fiscal Yr. Closeout: 2018-2019		
Name of Local Government: Leon County								Estimated Funds: \$655,475.00						
		A		B		C		D		E		F		
Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units	
7	Foreclosure Avoidance	3	\$7,500	1	\$7,500	0	\$7,500	\$0.00	\$0.00	\$30,000.00	\$30,000.00	4.58%	4	
3	Home Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000	\$0.00	\$104,025.00	\$0.00	\$104,025.00	15.87%	3	
5	Diaster Mitigation	0	\$75,000	0	\$75,000	0	\$0	\$60,000.00	\$0.00	\$0.00	\$60,000.00	9.15%	0	
4	Home Replacement (Demolition Reconstruction)	6	\$75,000	5	\$75,000	0	\$75,000	\$300,000.00	\$0.00	\$0.00	\$300,000.00	45.77%	11	
1	Purchase Assistance for Exisiting Units Needing Repair	0	\$15,000	2	\$10,000	0	\$7,500	\$0.00	\$20,000.00	\$0.00	\$20,000.00	3.05%	2	
2	Purchase Assistance for Exisiting Units w/o Repair	0	\$7,500	2	\$7,500	0	\$7,500	\$20,000.00	\$15,000.00	\$0.00	\$35,000.00	5.34%	2	
6	Emergency Housing Repair	7	\$1,650	6	\$1,650	0	\$0	\$0.00	\$11,550.00	\$9,900.00	\$21,450.00	3.27%	13	
Subtotal 1 (Home Ownership)		17		18		0		\$380,000.00	\$150,575.00	\$39,900.00	\$570,475.00	87.03%	35	
RENTAL STRATEGIES		VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units	
13	Housing Rental Assistance	3	\$10,000	1	\$10,000	0	0	\$0.00	\$0.00	\$20,000.00	\$20,000.00	3.05%	4	
										\$0.00	\$0.00	0.00%	0	
										\$0.00	\$0.00	0.00%	0	
Subtotal 2 (Non-Home Ownersh		3		1		0		\$0.00	\$0.00	\$20,000.00	\$20,000.00	3.05%	4	
Administration Fees											\$65,000.00	9.92%		
Admin. From Program Income												0.00%		
Home Ownership Counseling												0.00%		
GRAND TOTAL														
Add Subtotals 1 & 2, plus all Ad		20		19		0		\$380,000.00	\$150,575.00	\$59,900.00	\$655,475.00	100.00%	39	
Percentage Construction/Rehab		Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										81%		
Maximum Allowable Purchase Price:								New		Existing				
Allocation Breakdown		Amount		%				Projected Program Income:		Max Amount Program Income For Adm		\$0.00		
Very-Low Income		\$280,089.00		42.7%				Projected Recaptured Funds:						
Low Income		\$310,386.00		47.4%				Distribution:		\$655,475.00				
Moderate Income		\$0.00		0.0%				Total Available Funds:		\$655,475.00				
TOTAL		\$590,475.00		90.1%										

FLORIDA HOUSING FINANCE CORPORATION											Please check applicable box		
EXHIBIT C HOUSING DELIVERY GOALS CHART											New Plan: <input checked="" type="checkbox"/>		
2019-2020											Amendment: <input type="checkbox"/>		
											Fiscal Yr. Closeout: 2019-2020		
Name of Local Government:		Leon County					Estimated Funds:		\$710,020.00				
		A		B		C		D		E		F	
HOME OWNERSHIP		VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
7	Foreclosure Avoidance	3	\$7,500	2	\$7,500	0	\$7,500	\$0.00	\$0.00	\$37,500.00	\$37,500.00	5.28%	5
3	Home Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000	\$0.00	\$132,550.00	\$0.00	\$132,550.00	18.67%	3
5	Diaster Mitigation	0	\$75,000	0	\$75,000	0	\$0	\$80,000.00	\$0.00	\$0.00	\$80,000.00	11.27%	0
4	Home Replacement (Demolition Reconstruction)	6	\$75,000	5	\$75,000	0	\$75,000	\$300,000.00	\$0.00	\$0.00	\$300,000.00	42.25%	11
1	Purchase Assistance for Existing Units Needing Repair	0	\$15,000	2	\$10,000	0	\$7,500	\$0.00	\$20,000.00	\$0.00	\$20,000.00	2.82%	2
2	Purchase Assistance for Existing Units w/o Repair	0	\$7,500	1	\$7,500	0	\$7,500	\$20,000.00	\$7,500.00	\$0.00	\$27,500.00	3.87%	1
6	Emergency Housing Repair	7	\$1,650	6	\$1,650	0	\$0	\$0.00	\$16,500.00	\$4,950.00	\$21,450.00	3.02%	13
Subtotal 1 (Home Ownership)		17		18		0		\$400,000.00	\$176,550.00	\$42,450.00	\$619,000.00	87.18%	35
RENTAL STRATEGIES		VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
13	Housing Rental Assistance	2	\$10,000	2	\$10,000	0	0	\$0.00	\$0.00	\$20,000.00	\$20,000.00	2.82%	4
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
Subtotal 2 (Non-Home Ownership)		2		2		0		\$0.00	\$0.00	\$20,000.00	\$20,000.00	2.82%	4
Administration Fees											\$71,020.00	10.00%	
Admin. From Program Income												0.00%	
Home Ownership Counseling												0.00%	
GRAND TOTAL													
Add Subtotals 1 & 2, plus all Adm		19		20		0		\$400,000.00	\$176,550.00	\$62,450.00	\$710,020.00	100.00%	39
Percentage Construction/Reha		Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										81%	
Maximum Allowable Purchase Price:		New		Existing									
Allocation Breakdown		Amount		%		Projected Program Income:		Max Amount Program Income For Adm		\$0.00			
Very-Low Income		\$295,506.00		41.6%		Projected Recaptured Funds:							
Low Income		\$343,494.00		48.4%		Distribution:		\$710,020.00					
Moderate Income		\$0.00		0.0%		Total Available Funds:		\$710,020.00					
TOTAL		\$639,000.00		90.0%									

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida.

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing Finance Corporation for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office
By: _____
Herbert W.A. Thiele
County Attorney

RESOLUTION NO. 17-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, the Leon County Human Services and Community Partnership, Housing Division, has prepared a three year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA that:

1. The Board of County Commission of Leon County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2018, 2019 and 2020.

2. The County Administrator is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said Plan.

3. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 23th day of May, 2017.

LEON COUNTY, FLORIDA

:

BY: _____

John E. Dailey, Chairman
Board of County Commissioners

ATTEST:

Gwendolyn Marshall, Clerk of the Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____

Herbert W. A. Thiele
County Attorney

Leon County

Affordable Housing Advisory Committee



2017 Triennial Final Report of Recommendations

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Executive Summary

In 1992, the Florida legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws (the “Sadowski Act”), allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the “SHIP Act”), codified at F.S. Sections 420.907-420.9079.

Subsequent to the enactment of the SHIP Act, the Board adopted Ordinance No. 93-2 in 1993, that was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance (AHA). Section 8-156 of the AHA Code has been reserved for future amendments.

During the 2007 legislative session the State Housing Initiative Partnership (SHIP) rule was revised requiring Counties or eligible municipality to appoint and establish by ordinance an Affordable Housing Advisory Committee (AHAC), which must approve local affordable housing incentive strategy recommendations at a public hearing by affirmative vote of a majority of the membership of the Advisory Committee in accordance with F.S. 420.9076, or their SHIP funding would be withheld.

The Advisory Committee was mandated to recommend incentives every three years, and is required to “review established policies, procedures, ordinances, land development regulations, and the comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.” (F.S. 420.9076)

The Office of Human Services and Community Partnership, Division of Housing Services, serves as Staff for this Committee. The AHAC 2017 Final Report of Recommendations delivered herein is the fourth report since being authorized by the State Legislature.

Appointment of the AHAC

During the 2016 Legislative Session, the Florida Legislature adopted Senate Bill 1534, which was signed into law by the Governor (Chapter 2016-210, Law of Florida) amending the requirements for membership on the Affordable Housing Advisory Committee. Pursuant to Section 420.9072(2)(b), Florida Statutes, ordinances shall be amended as needed to conform to the new provision in the State Housing Initiatives Partnerships Act. On October 18, 2016, the Board of County Commissioners adopted Ordinance No. 16-15, amending Chapter 8, Article V of the Code of Laws of Leon County, to align its provision with the State Housing Initiatives Partnership requiring local jurisdictions to appoint at least 8 but no more than 11 committee members with specified terms. Each committee member must represent a different role in the affordable housing industry in at least 6 of the categories listed in statute. The following individuals are the current 11 appointees to the Affordable Housing Advisory Committee in the following categories in which they are actively engaged with affordable housing:

AHAC Membership

Members	Position
Mark Worley	Citizen actively engaged in the residential home building industry in connection with affordable housing
Madelon Horwich	A member who resides within the jurisdiction of the local governing body making the appointments
John B. Clark	Representative of those areas of labor actively engaged in home building in connection with affordable housing
Bruce Stouble	Citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
Wallisa Cobb	Citizen who is actively engaged as a for-profit provider of affordable housing
Chuck White	Citizen who is actively engaged as a not-for-profit provider of affordable housing
Wanda Carter	Citizen who is actively engaged as a real estate professional in connection with affordable housing
Dianne Williams-Cox	Member who actively serves on the local planning agency
Michael Thomas	Citizen who resides within the jurisdiction of the local governing body making the appointments
Connie Ruggles	A member who is actively engaged as an advocate for low-income persons in connection with affordable housing
Marva Bonner	Citizen who represents essential services personnel, as defined in the Local Housing Assistance Plan

AHAC Activity

Florida Statute 420.9076 mandates the Leon County AHAC to consider the following recommendations:

- Modification or repeal of existing policies
- Creation of exceptions for affordable housing
- Adoption of new policies, procedures, ordinances, or plan provisions
- Evaluation of the affordable housing incentives suggested in 420.9076 F.S.:
 - a) The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
 - b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
 - c) The allowance of flexibility in densities for affordable housing.
 - d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
 - e) The allowance of affordable accessory residential units in residential zoning districts.
 - f) The reduction of parking and setback requirements for affordable housing.
 - g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
 - h) The modification of street requirements for affordable housing.
 - i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
 - j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
 - k) The support of development near transportation hubs and major employment centers and mixed-use developments.

As reflected in the Appendix A, the 2017 AHAC Report evaluates and makes recommendations on parts a), b), and i).

The AHAC also evaluates the following Leon County polices and plans for affordable housing incentives:

- Tallahassee-Leon County Comprehensive Plan Housing Elements
- State Housing Initiatives Partnership-Local Housing Assistance Plan (SHIP-LHAP)
- Community Development Block Grant – Housing Assistance Plan (CDBG-HAP)
- Housing Finance Authority – Local Housing Assistance Plan (HFA-LHAP)

In alignment with Florida State Statute, Leon County Policy, and the By-Laws of this Committee, the AHAC conducted meetings to review current Affordable Housing Incentives and Policy in Leon County, and to make recommendations for improvement of those incentives and policies where applicable on the following dates:

- March 2, 2016
- April 6, 2016
- June 1, 2016
- September 7, 2016
- September 21, 2016
- October 5, 2016
- November 2, 2016
- November 16, 2016
- January 11, 2017
- February 1, 2017

The AHAC reached out and discussed the affordable housing incentives and policies with a number of Leon County departments and a Florida State Agency including the Leon County Division of Housing Services; the Leon County Department of Development Support & Environmental Management; the Housing Finance Authority of Leon County; and the Florida Housing Coalition.

AHAC Adoption of the 2017 Final Report of Recommendations and Implementation Plan

The AHAC officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 2, 2016. Notice of the public hearing to adopt the 2017 Report of Recommendations was published in the Tallahassee Democrat.

Plan for Implementation

The Leon County Board of County Commissioners accepted the Committee's 2017 Triennial Report of Recommendations at the December 13, 2016, BOCC meeting. After BOCC consideration, Staff will recommend adoption of the AHAC 2017 Triennial Final Report of Recommendations at a regular Commission meeting on April 25th, 2017. After the AHAC 2017 Triennial Final 2017 Report of Recommendation Adoption, Staff will have all county ordinances, policies, incentives, plans, and affordable housing strategies, where applicable, revised and amended as soon as feasible.

The AHAC 2017 Triennial Final Report of Recommendations shall be submitted to the Florida Housing Finance Corporation.

AHAC 2017 Final List of Recommendation:

Housing Development Incentives			
		AHAC Recommendations	Staff Comments
1	<i>(a) The processing of Approvals of development orders or permits, as defined in s. 163.3164(7) and (8), F.S., for affordable housing projects is expedited to a greater degree than other projects.</i>	A method of public education on the availability of the expedited process should be implemented	There is a process currently in place for public education, access to the permitting process and the status of a permit application, that includes: Quality Development Program criteria ranks project permits submitted for expediting; pre-permit assessment process; DSEM website; a web-based project management portal named Project Docs; Accela; and the Tallahassee Builders Association membership education process.
2	<i>(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.</i>	Waiver of permit fees and all utility systems charges and fees associated with affordable housing programs for three (3) years, running concurrent with SHIP-LHAP review cycle of 2020	State Statute requires certain fees; Fees support DSEM operations; DSEM may solicit future support from AHAC to approach the city for research and development of a reduced fee schedule.
3	<i>(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan</i>	Develop and adopt a policy to ensure that new development should not result in no net loss of affordable housing within the county.	Staff recommends that this issue be further explored by the Tallahassee-Leon County Affordable Housing Workgroup.
Local Housing Assistance Plans: SHIP			
		AHAC Recommendations	Staff Comments
4	SHIP Housing Rehabilitation	ADD HFA-LHAP Emergency Home Repair Strategy to SHIP-LHAP with revised septic pump-out criteria allowing recurring pump-outs up to the cumulative maximum program award	Staff recommends inclusion of a Emergency Home Repair Strategy to SHIP-LHAP.
5	Develop a Developmental Disabilities Program	Insertion of Special Needs Statutory language into all applicable SHIP-LHAP Strategies	Staff recommends inclusion of Special Needs Statutory language to all applicable SHIP-LHAP Strategies.
6	Develop Administrative Policies and Procedures in connection with the Real Estate Policy	Convene a committee of real estate industry experts, and review other Counties' processes to develop a written checklist of required action and specific steps for successful disposal of county property in a timely manner, as it relates to the County List of Lands properties designated suitable for affordable housing.	The County has a property disposal process in place that follows current Leon County Code of Law. Public awareness of the process will be enhanced by a new system under development that will allow placement of all referenced properties on the MLS (Multiple Listing Service).

7	<i>Affordable Housing Revolving Loan Program</i>	Create a new SHIP-LHAP Affordable Housing Revolving Loan Program Strategy modeled after the HFA-LHAP, to include zero interest rate.	Staff recommends inclusion of a Affordable Housing Revolving Loan Program Strategy to SHIP-LHAP.
8	<i>Develop a Permanent Supportive Housing Program for the Homeless</i>	Adopt proposed SHIP-LHAP Rental Assistance Strategy.	Staff recommends inclusion of a Rental Assistance Strategy to SHIP-LHAP.
Comprehensive Plan-Leon County Housing Element		AHAC Recommendations	Staff Comments
9	<i>Policy 1.1.1 The Housing Division shall develop and present to the Housing Finance Authority and the Board for adoption an annual affordable housing program plan which integrates housing with neighborhood, economic, and social factors. The plan will evaluate the preceding year's progress and establish annual housing unit delivery objectives. The Planning Department shall provide data relating to the supply, demand, and need for affordable housing to be used in developing the plan.</i>	AHAC will assist the Leon County Housing Division with structure/policy recommendations to assure compliance with reporting requirement annually, by March 31 st .	Staff will meet with AHAC to assist with annual reporting requirement, by March 31st of each year.

	Housing Division Operations	AHAC Recommendations	Staff Comments
10	<p><i>After the completion of the contract, it is the owner's responsibility to notify the contractor in writing of any defect in the work or material. The owner is also requested to notify the Office of Human Services & Community Partnerships of any complaints so that assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time-frame and in a satisfactory manner, a representative of the division will verify the complaint. If, in his/her opinion the complaint is valid, he/she will send a written request for warranty service to the contractor via certified mail. The contractor will then take action as monitored by the division. Upon receiving notice from the owner that the complaint has been satisfied, a representative of the division will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.</i></p>	<p>AHAC Recommends Enhancing Housing Rehabilitation Dispute Policy by adding Florida Statute Chapter 558 language/reference.</p>	<p>Staff will amend the Housing Rehabilitation Dispute Policy to include Florida Statute Chapter 558 language, providing a more comprehensive dispute policy.</p>
11	<p><i>The County's Division of Housing Services Director may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.</i></p>	<p>AHAC Recommends that every Housing Rehabilitation Client be given a copy of the Leon County Citizen Participation Plan – provided at the intake application interview.</p>	<p>Staff will provide Housing Rehabilitation Clients with a copy of the Leon County Citizen Participation Plan during the intake application interview.</p>

**Leon County
Board of County Commissioners**

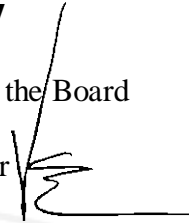
Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Florida Department of Agriculture and Consumer Services
Arthropod/Mosquito Control State Aid

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:	Dale Walker, Director of Operations Glen Pourciau, Stormwater Superintendent

Statement of Issue:

This agenda item seeks Board approval of the Detailed Work Plan Budget with the State of Florida Department of Agriculture and Consumer Services (DACS) in order to receive FY17-18 State Mosquito Control funds and authorizes the County Administrator to execute the Mosquito Control State Aid Agreement. This item also realizes an additional \$22,500 in FY16-17 funding from the Florida Department of Health for Zika mitigation control.

Fiscal Impact:

This item is associated with a State grant in the amount of \$31,540. The grant requires a dollar for dollar match. Leon County Mosquito Control's proposed FY17-18 budget provides adequate funding to meet the match requirement. This item also realizes an additional \$22,500 from the Florida Department of Health into the FY16-17 budget for Zika mitigation control.

Staff Recommendation:

- Option #1: Approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid (Attachment #1), and authorize the Chairman to execute; and, authorize the County Administrator to execute the associated Mosquito Control State Aid Agreement, in a form approved by the County Attorney.
- Option # 2: Approve the Arthropod Control Budget Amendment (Attachment #2), and the Resolution and associated Budget Amendment Request realizing an additional \$22,500 into the FY16-17 budget (Attachment #3).

Report and Discussion

Background:

Since the late 1950's, Leon County has received State funds for mosquito control. The anticipated funding is included in the Leon County annual budget each year and supports several Mosquito Control functions. Board review of State funding occurs during budget workshops and public hearings. Again, this year, the Department of Agriculture and Consumer Services (DACS) has required that the signed Detailed Work Plan Budget be submitted to its office by July 15, 2017, without exception.

The Detailed Work Plan Budget, of \$752,043, is an approximate budget for FY17-18. The County's final Mosquito Control budget will be adopted by the Board during the public hearings in September and will be reflected in the State Certified Budget.

Analysis:

To receive State Mosquito Control funds, Leon County must complete three steps:

1. Submit a Detailed Work Plan Budget to DACS by July 15, 2017.
2. Execute an agreement with DACS for receiving Arthropod/Mosquito Control State Aid. DACS has not yet provided the Agreement to the County; however, it will not tie either party to a funding figure. The Agreement simply says that the County will comply with state rules and regulations governing the funding.
3. Adopt a State Certified Budget during the FY17-18 Budget Adoption Public Hearings in September.

Zika Mitigation Funding

During Summer 2016, Leon County received \$10,000 from the Florida Department of Health (DOH) to assist with the County's ongoing efforts related to the global Zika outbreak (e.g. staff training, educational campaigns, etc.). Leon County has received an additional \$22,500 in FY16-17 funding from DOH for Zika mitigation control. These funds will be used to offset the hiring of OPS staff to address the increased demand for mosquito control services. The Arthropod Control Budget Amendment realizes the \$22,500 into the FY16-17 budget (Attachment #2).

Options:

1. Approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid (Attachment #1), and authorize the Chairman to execute; and, authorize the County Administrator to execute the associated Mosquito Control State Aid Agreement, in a form approved by the County Attorney.
2. Approve the Arthropod Control Budget Amendment (Attachment #2), and the Resolution and associated Budget Amendment Request realizing an additional \$22,500 into the FY16-17 budget (Attachment #3).
3. Do not approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid.
4. Do not approve the Arthropod Control Budget Amendment.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid
2. Arthropod Control Budget Amendment
3. Resolution and Budget Amendment Request



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

**FOR COUNTY OR
DISTRICT USE ONLY**

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 2017 ENDING SEPTEMBER 30, 2018	PREPARED BY: Glen Pourciau, Stormwater Superintendent
DATE:		DATE: 4/24/2017
APPROVED BY: Mosquito Control Program	COUNTY or DISTRICT Leon <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small>
DATE:		DATE:

PAGE 1 OF 5					TO BE PAID FROM				PROGRAM ELEMENTS				
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
RECEIPTS													
311	Ad Valorem (Current/Delinquent)			681,861	720,503								
334.1	State Grant			31,540		31,540							
362	Equipment Rentals												
337	Grants and Donations												
361	Interest Earnings												
364	Equipment and/or Other Sales												
369	Misc./Refunds (prior yr expenditures)												
380	Other Sources												
389	Loans												



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

FOR COUNTY OR DISTRICT USE ONLY

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

ADAM H. PUTNAM
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 17 ENDING SEPTEMBER 30, 20 18	PREPARED BY: Glen Pourciau, Stormwater Superintendent
DATE: _____		DATE: 4/24/2017
APPROVED BY: _____ Mosquito Control Program	COUNTY or DISTRICT Leon <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small>
DATE: _____		DATE: _____

PAGE 2 OF 5						TO BE PAID FROM			PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
EXPENDITURES														
10	Personal Services													
	Regular Salary & Wages.													
12	Director - 230010			17,795	17,795		17,795							
12	Administrative Assoc. III - 720004			33,395	33,395		33,395							
12	Mosquito Control Supervisor-722020			44,741	44,741		44,741							
12	Sr. Mosquito Control Tech-723008			33,917	33,917		33,917							
12	Mosquito Control Technician-723007			25,980	25,980		25,980							
12	Mosquito Control Technician-723009			23,854	23,854		23,854							
12	New Crew Chief II Position			32,693	32,693		32,693							
12	Consolidated Mosquito Control OPS staff			64,141	64,141		64,141							
12	216 Full-Time Staff - COLA01			6,369	6,369		6,369							
14	Overtime			11,000	11,000		11,000							
	Total			293,885	293,885		293,885							
20	Personal Services Benefits													
21	FICA Taxes			23,686	23,686		23,686							
22	Deferred Compensation			655	655		655							
22	Retirement			16,378	16,378		16,378							
23	Life & Health Insurance			62,540	62,540		62,540							
25	Worker's Compensation			24,214	24,214		24,214							
	Total			127,473	127,473		127,473							
30	Operating Expense													
34	Uniforms			3,726	3,726		3,726							
34	Aerial Larviciding Contract			26,640	26,640		26,640							
34	Mosquito Identification Services			5,760	5,760		5,760							
	Total			36,126	36,126		36,126							
40	Travel & Per Diem													
40	Dodd short Courses			6,956	3,406	3,550	6,956							
	Total			6,956	3,406	3,550	6,956							
41	Communication Serv													
41	Cell Telephones charges			240	240		240							
41	Wireless Connection for Laptops			6,888	6,888		6,888							
41	Phone System Allocation			253	253		253							
	Total			7,381	7,381		7,381							
42	Freight Services													
42	Postage, Freight			2,640	2,640		2,640							
	Total			2,640	2,640		2,640							



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

ADAM H. PUTNAM
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
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DATE: _____		DATE: 4/24/2017
APPROVED BY: _____ Mosquito Control Program	COUNTY or DISTRICT Leon <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small>
DATE: _____		DATE: _____

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM			PROGRAM ELEMENTS														
					LOCAL	STATE	GENERAL EXPENSE	CAPITAL														
EXPENDITURES																						
43	Utility Service																					
44	Rentals & Leases																					
				-					-													
45	Insurance																					
45	Vehicle			7,330	7,330			7,330														
45	Helicopter Hull & Liability Insurance			8,333	8,333			8,333														
	Total			15,663	15,663			15,663														
46	Repairs & Maintenance																					
46.2	Maintenance of Automotive Equipment			26,860	26,860			26,860														
46.4	Maintenance of Other Equipment			3,228	3,228			3,228														
	Total			30,088	30,088			30,088														
47	Printing and Binding																					
47	Printing for Educational Material			2,335	2,335		-	2,335														
	Total			2,335	2,335		-	2,335														
48	Promotional Activities																					
48	Production Cost Television PSA			7,400	7,400		-	7,400														
	Total			7,400	7,400		-	7,400														
49	Other Charges																					
49.1	Used Tire Recycling Program			4,800	4,800			4,800														
	Total			4,800	4,800			4,800														
51	Office Supplies																					
51	Office Supplies for MC Director & Staff			1,471	1,471			1,471														
	Total			1,471	1,471			1,471														
52.1	Gasoline/Oil/Lube																					
52.1	Gasoline & Diesel			24,110	24,110			24,110														
52.1	CNG			527	527			527														
	Total			24,637	24,637			24,637														
52.2	Chemicals																					
52.2	Bti Granules - EPA # 62637-3			59,801	41,768	18,033		59,801														
52.2	Vectolex CG - EPA # 73049-20			26,949	16,992	9,957		26,949														
52.2	Anvil - EPA # 1021-1688-8329			62,616	62,616			62,616														
52.2	Permanone RTU - EPA # 769-982			9,000	9,000			9,000														
	Total			158,366	130,376	27,990		158,366														



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

FOR COUNTY OR DISTRICT USE ONLY

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

ADAM H. PUTNAM
COMMISSIONER

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

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DATE: <input type="text"/>		DATE: 4/24/2017
APPROVED BY: <input type="text"/> Mosquito Control Program	COUNTY or DISTRICT Leon <small>AUTHORITY: CHAPTER 388.341, F.S.</small>	APPROVED BY: <input type="text"/> <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small>
DATE: <input type="text"/>		DATE: <input type="text"/>

PAGE 4 OF 5		TO BE PAID FROM						PROGRAM ELEMENTS				
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL				
EXPENDITURES												
52.3	Protective Clothing											
52.3	Safety Supplies			5,298	5,298		5,298					
	Total			5,298	5,298		5,298					
52.4	Misc. Supplies											
52.4	Tools and Small Implements			2,272	11,029		2,272					
52.4	Domestic Surveillance Supplies			3,548	3,548		3,548					
52.4	Mosquitofish Supplies			4,000	4,000		4,000					
52.4	Employee Caps, Belts & Jackets			247	247		247					
52.4	WNV/EEE Surveillance Supplies			8,400	8,400		8,400					
	Total			27,224	27,224		27,224					
52.5	Tools & Implements											
				-			-					
54	Publications & Dues											
54	FL Mosquito Control Assoc. for Staff			300	300		300					
	Total			300	300		300					
55	Training											
				-			-					
60	Capital Outlay											
	Capital Outlay			-			-					
71	Principal											
72	Interest											
81	Aids to Government Agencies											
83	Other Grants and Aids											
89	Contingency (Current Year)											
99	Payment of Prior Year Accounts											
TOTALS				752,043	720,503	31,540	752,043					



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1 Fiscal Year: 2016-2017 Date: 05/23/2017
Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for Leon District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 681,861.00	\$ -	\$ 681,861.00	\$ 22,500.00	\$ -	\$ 704,361.00

NAME SOURCE OF INCREASE: (Explain Decrease)

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ 681,861.00	\$ -	\$ -	\$ 681,861.00
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ 22,500.00	\$ -	\$ 22,500.00
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 681,861.00	\$ 22,500.00	\$ -	\$ 704,361.00
Beginning Fund Balance		\$ -	\$ -	\$ -	\$ -
Total Budgetary Receipts & Balances		\$ 681,861.00	\$ 22,500.00	\$ -	\$ 704,361.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 291,319.00	\$ 12,680.00	\$ -	\$ 303,999.00
20	Personal Service Benefits	\$ 108,469.00	\$ 9,820.00	\$ -	\$ 118,289.00
30	Operating Expense	\$ 29,916.00	\$ -	\$ -	\$ 29,916.00
40	Travel & Per Diem	\$ 3,406.00	\$ -	\$ -	\$ 3,406.00
41	Communication Services	\$ 7,333.00	\$ -	\$ -	\$ 7,333.00
42	Freight Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
43	Utility Service	\$ 4,800.00	\$ -	\$ -	\$ 4,800.00
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ 19,881.00	\$ -	\$ -	\$ 19,881.00
46	Repairs & Maintenance	\$ 17,818.00	\$ -	\$ -	\$ 17,818.00
47	Printing and Binding	\$ 2,335.00	\$ -	\$ -	\$ 2,335.00
48	Promotional Activities	\$ 7,400.00	\$ -	\$ -	\$ 7,400.00
49	Other Charges	\$ -	\$ -	\$ -	\$ -
51	Office Supplies	\$ 1,326.00	\$ -	\$ -	\$ 1,326.00
52.1	Gasoline/Oil/Lube	\$ 23,358.00	\$ -	\$ -	\$ 23,358.00
52.2	Chemicals	\$ 130,376.00	\$ -	\$ -	\$ 130,376.00
52.3	Protective Clothing	\$ 4,600.00	\$ -	\$ -	\$ 4,600.00
52.4	Misc. Supplies	\$ 27,224.00	\$ -	\$ -	\$ 27,224.00
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ 300.00	\$ -	\$ -	\$ 300.00
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 681,861.00	\$ 22,500.00	\$ -	\$ 704,361.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 681,861.00	\$ 22,500.00	\$ -	\$ 704,361.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE _____

APPROVED: _____
Mosquito Control Program

DATE _____

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 23th day of May, 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: BAB17017
Date: 4/13/2017

Agenda Item No: _____
Agenda Item Date: 05/23/2017

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
001	000	334614	000	DOH Zika Mitigation Control	-	22,500	22,500
					Subtotal:	22,500	-

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
001	216	51250	562	Regular OPS Salaries	84,705	11,196	95,901
001	216	52100	562	FICA Taxes	21,547	857	22,404
001	216	52200	562	Retirement Contribution	21,071	842	21,913
001	216	52300	562	Life and Health	47,869	8,121	55,990
001	216	51400	562	Overtime	11,000	1,484	12,484
					Subtotal:	22,500	22,500

Purpose of Request:

This budget amendment realizes \$22,500 in funding from the Florida Department of Health for Zika mitigation control. These funds will offset the hiring of an Administrative Associate III (OPS) to help address increased service call volume. The funds will also supplement Mosquito Control's Overtime account, which is being used to address the increased demand for mosquito control services.

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 #6

Leon County Board of County Commissioners

Agenda Item #6

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Reject All Bids for Construction of the District II Medical Examiner's Office

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
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Tom Brantley, P.E., Chief of Building Engineering John Ward, AIA, Architect/Construction Manager

Statement of Issue:

This agenda item seeks the Board's approval to reject all bids received for construction of the District II Medical Examiner's Office due to the lowest responsive bidder exceeding the County budget for the project by over 33% (\$700,000).

Fiscal Impact:

This item has a fiscal impact. This item has been budgeted at the architect's estimated construction budget of \$1.9 to \$2.1 million. The construction bids received from competing contractors exceed this funding level by over \$700,000.

Staff Recommendation:

Option #1: Reject all bids for construction of the District II Medical Examiner's Office.

Report and Discussion

Background:

The District II Medical Examiner (ME) is a multi-county position appointed by the Governor. Pursuant to Florida Statutes, Florida counties are responsible for the funding of MEs. Leon County currently has a contractual relationship with the District II ME for the provision of these services.

Since 1977, the District 2 ME has utilized existing cooler and autopsy facility space provided by Tallahassee Memorial Hospital (TMH), which charges a nominal fee for this service. In early 2015, TMH staff met with the County Administrator to express a desire to have the morgue and autopsy facility used by the ME removed from the hospital.

At the July 8, 2013 Budget Workshop, the Board allocated \$50,000 in the FY 2014 budget for the preliminary programming and design of the ME's facility. The Board also accepted staff's report on the possible utilization of the County-owned property at the corner of Miccosukee and Blair Stone Roads for a new ME facility through a future public/private partnership, and directed staff to continue to pursue this approach.

At the December 9, 2013 Board Retreat, in its revision of the Strategic Plan, the Board voted to include "engage with private sector to develop property at the corner of Miccosukee and Blair Stone, to include construction of a Medical Examiner facility" to its strategic initiatives. Rather than utilize County funds to pay for the ME facility, in August 2014, staff issued an Invitation to Negotiate, seeking proposals to use the equity in the County's property at Miccosukee and Blair Stone Roads as a source of payment to provide the County with a turnkey build-out of office, laboratory, and related infrastructure for the ME's office. However, while the County received interest from a number of developers on pursuing this concept, no formal bids were received in response to the procurement solicitation.

At the June 23, 2015 Budget Workshop, staff recommended and the Board approved the use of the former Mosquito Control/Animal Control building for use as the ME's facility, and also directed the County Administrator to proceed with the sale of the Miccosukee Road/Blair Stone Road property. Staff's initial estimate for the sale of this parcel was \$1.5 million. Proceeds from the sale were pledged to be used to offset the anticipated construction costs of the ME's facility.

On October 27, 2015, the Board approved a RFP selection committee's recommendation of Clemons Rutherford & Associates, Inc. (aka CRA Architects) for the necessary architectural and engineering services required to establish the new ME facility. The site that was selected involves renovating a pre-existing pre-engineered metal warehouse building previously occupied by the Mosquito Control/Animal Control offices at the Municipal Way complex (Attachment #1).

The selection of a renovated building option also enabled the County to sell 2.47 acres of land that was being withheld for the ME at Miccosukee and Blair Stone Roads. On October 25, 2016, the resulting \$1.425 million in proceeds from this sale were approved by the Board and pledged to directly offset the cost of constructing the ME facility at the former Mosquito Control/Animal Control building on Municipal Way (Attachment #2).

Also on October 25, 2016, the Board allocated an additional \$391,390 for the ME facility. The increase in costs were recommended by the design firm, CRA Architects, to reflect a rise in construction inflation associated with an improved economy since the time when the original estimates and final design specifications were prepared.

The established budget of \$2.1 million for the ME Facility was based on the original design and cost estimates prepared by the design firm. However, as noted, all the bids submitted for this project significantly exceeded this budget, with bids from the three lowest bidders coming in over \$700,000.

Analysis:

The Invitation to Bid for construction of the new District II ME facility was advertised locally on March 22, 2017. The bid included aspirational targets set by the Office of Economic Vitality's Minority, Women and Small Business Enterprise Division (MWSBE) at 17% MBE and 9% WBE. A total of 528 vendors were notified through the automated procurement system. A total of 83 vendors requested bid packages. A mandatory pre-bid meeting was conducted on April 5, 2017 at the Purchasing office.

The County received bids from five responsive bidders on May 2, 2017. However, the bids exceed the available budget. The lowest responsive bidder was Advon Corporation with a lump sum bid price of \$2,856,940 (Attachment #3).

Staff proposes to reject all bids received at this time to allow County Construction Management staff to collaborate with the design team to identify potential modifications to bring the project within the available construction budget. Once an updated design is complete, the Purchasing Office will re-bid this project.

Options:

1. Reject all bids for construction of the District II Medical Examiner's Office.
2. Board direction.

Recommendation:

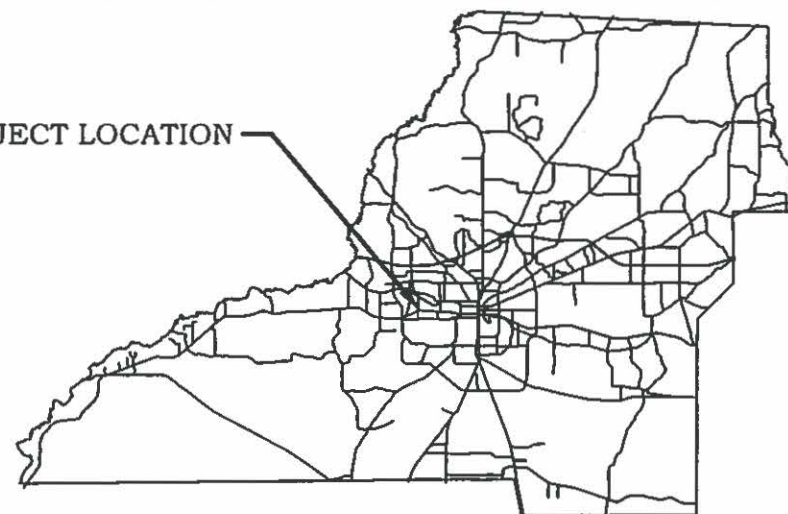
Option #1.

Attachments:

1. Project Location Map
2. Agenda Item #18 from the Regular Board Meeting of October 25, 2016
3. Bid Tabulation Sheet
4. MWSBE Analysis

PROJECT LOCATION MAP

PROJECT LOCATION



VICINITY MAP

LOCATION MAP



Leon County Board of County Commissioners

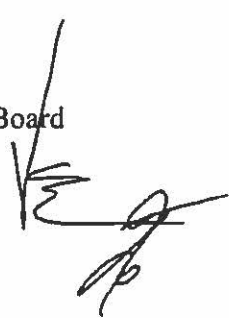
Cover Sheet for Agenda #18

October 25, 2016

To: Honorable Chairman and Members of the Board

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

Title: Approval of Sale of 2.47 Acres of County-owned Property at Miccosukee and Blair Stone Roads



County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship Dan Rigo, Assistant County Attorney Mike Battle, Real Estate Specialist

Fiscal Impact:

This item has a fiscal impact to the County. All proceeds from the sale of this property will directly off-set the costs of construction of the new Medical Examiners Facility.

Staff Recommendation:

- Option #1: Approve the sale of the County-owned property at Miccosukee and Blair Stone Roads to PT I, LLC for development of a medical facility for Tallahassee Orthopedic Clinic in the amount of \$1,425,000.
- Option #2: Authorize the Chairman and/or County Administrator to execute the Purchase and Sale Agreement (Attachment #1), the County Deed, and all other documents necessary for completion of the sale of the County-owned property at Miccosukee and Blair Stone Roads, in a final form approved by the County Attorney.

Title: Approval of Sale of 2.47 Acres of County-owned Property at Miccosukee and Blair Stone Roads
October 25, 2016
Page 2

Report and Discussion

Background:

This item seeks Board approval for the sale of 2.47 acres of County-owned property at the northeast corner of Miccosukee and Blair Stone roads. This property was placed on the market in order to directly off-set the cost of constructing a Medical Examiners Facility at the former Mosquito Control/Animal Control building off of Municipal Way.

Pursuant to Florida Statutes, Florida Counties are responsible for the funding of medical examiners (ME). Medical Examiners are an appointed position by the Governor. Leon County currently has a contractual relationship with the District 2 Medical Examiner for the provision of these services. Since 1977, the District 2 Medical Examiner has utilized cooler space and autopsy facility space provided by Tallahassee Memorial Hospital (TMH); TMH charges a nominal fee for this service.

Early 2013, TMH staff met with County Administration to express a desire to have the morgue and autopsy facility removed from the hospital. TMH staff reiterated that the hospital was not providing a specific deadline, but that they would like to work cooperatively with the County and the ME to move towards a long-term solution that accomplished this goal. Several years ago, TMH had approached the County to seek grant funding to address the ME space issue and to advise the County that this was a long-term issue that would need to be addressed; at that time grant funding was not identified for facility expansion.

At the July 8, 2013 Budget Workshop, the Board allocated \$50,000 in the FY 2014 budget for the preliminary programming and design of a Medical Examiner facility. The Board also accepted staff's report on the possible utilization of the County-owned property at the corner of Miccosukee and Blair Stone Roads for a new ME facility through a future public/private partnership and directed staff to continue to pursue this approach.

At the December 9, 2013 Board Retreat, in its revision of the Strategic Plan, the Board voted to include "engage with private sector to develop property at the corner of Miccosukee and Blair Stone, to include construction of a Medical Examiner facility" to its strategic initiatives.

In August 2014, staff issued an Invitation to Negotiate, seeking proposals to provide the County with a built-out turnkey office and laboratory facility and related structure for the Medical Examiner. Rather than utilize County funds to pay for the ME facility, staff sought to use the equity in the County's property at Miccosukee and Blair Stone as a source of payment. The County received interest from a number of developers on pursuing this concept. However, no formal bids were received in response to the procurement solicitation.

Title: Approval of Sale of 2.47 Acres of County-owned Property at Miccosukee and Blair Stone Roads

October 25, 2016

Page 3

At the June 23, 2015 Budget Workshop, staff recommended and the Board approved the use of the former Mosquito Control/Animal Control Building for use as a Medical Examiner Facility and also directed the County Administrator to proceed with the sale of the Miccosukee/Blair Stone Road Property. Proceeds from the sale are to be used to off-set the construction costs of the Medical Examiner Facility. Staff's initial estimate for the sale of this parcel was \$1.5 million.

Analysis:

In order to ready the property for sale, the County processed a Comprehensive Plan amendment to sever the Miccosukee/Blair Stone parcel from the Planned Unit Development associated with the Public Works complex. This process was completed and became effective in July 2016. In addition, Leon County bid for commercial realtor services, and awarded a contract to NAI Talcot for non-residential real estate services on March 8, 2016.

During the listing process, two offers were received. The first offer for \$850,000 was rejected. The second offer, by letter of intent, was from Tallahassee Orthopedic Clinic (TOC) for \$1.4 million. Based on this offer, and in accordance with the Board's Real Estate Policy No. 16-5, staff advertised a notice in the Tallahassee Democrat once a week for two consecutive weeks calling for bids for the sale of the property, with a minimum bid amount of \$1.4 million. One bid was received from PT I, LLC on behalf of TOC, in the amount of \$1.4 million. After negotiation, a revised bid of \$1.425 million was provided by TOC. Staff is recommending that the Board authorize the sale of the property for \$1.425 million.

Pursuant to the Real Estate Policy, as part of the sales process, two independent appraisals are required. Staff requested appraisals from Diskin Property Research, and Ketcham Appraisal Group. The appraisals provided for this location were \$1.184 million and \$1.4 million, respectively. The Real Estate Policy further requires that any sale of County-owned property in an amount greater than \$50,000 must be approved by the Board.

Since the bid is slightly above the highest appraised value provided by Ketcham Appraisal Group, staff is recommending that the offer of \$1.425 million be accepted for the subject lot. As part of the sale, an earnest money deposit in the amount of \$25,000 will be provided by the purchaser and held in escrow. The purchaser will then have 180 days to perform due diligence investigations on the property. If the due diligence investigations are satisfactory, the County and the purchaser would proceed to closing within 30 days of the end of the due diligence period. A draft Purchase and Sales Agreement is included as Attachment #1. All proceeds from the sale will be deposited into the capital project fund to off-set the costs of the construction of the Medical Examiner Facility.

Title: Approval of Sale of 2.47 Acres of County-owned Property at Miccosukee and Blair Stone Roads
October 25, 2016
Page 4

Options:

1. Approve the sale of the County-owned property at Miccosukee and Blair Stone Roads to PT I, LLC for development of a medical facility for Tallahassee Orthopedic Clinic in the amount of \$1,425,000.
2. Authorize the Chairman and/or County Administrator to execute the Purchase and Sale Agreement (Attachment #1), the County Deed, and all other documents necessary for completion of the sale of the County-owned property at Miccosukee and Blair Stone Roads, in a final form approved by the County Attorney.
3. Do not approve the sale of the County-owned property at Miccosukee and Blair Stone Roads to PT I, LLC in the amount of \$1,425,000, and do not authorize the Chairman and/or County Administrator to execute any documents associated with the sale.
4. Board direction.

Recommendations:

Options #1 and #2.

Attachment:

1. Draft Purchase and Sales Agreement

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-27-17-33

Bid Title: District II Medical Examiner's Office Construction

Opening Date: Tuesday, May 2, 2017 at 2:00 PM

Item/Vendor	CSI Contracting	Omnicon	Certus
Original W/Manual Signature	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
MWSBE Form	Yes	Yes	Yes
EEO	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Contractor's Business	Yes	Yes	Yes
Non-Collusion	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Trades	Yes	NO	Yes
BOND	Yes	Yes	Yes
Bid pricing	\$ 2,926,909.00	\$ 3,041,000	\$ 2,835,496
Alternate #1	8,000	6,000	4,480
Alternate #2	17,567	18,820	13,545
Alternate #3	16,975	17,660	12,600
Alternate #4	7,450	8,952	5,512.50
Alternate #5	4,625	5,052	4,247.25
Alternate #6	54,000	20,400	17,595
No Bid			

Tabulated By:



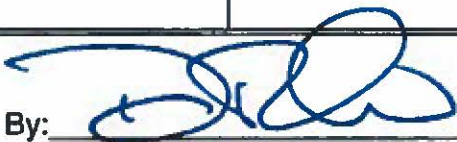

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-27-17-33

Bid Title: District II Medical Examiner's Office Construction

Opening Date: Tuesday, May 2, 2017 at 2:00 PM

Item/Vendor	Council Contracting	Advon Corp.	Shaffield Building
Original W/Manual Signature	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
MWSBE Form	Yes	Yes	Yes
EEO	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Contractor's Business	Yes	Yes	Yes
Non-Collusion	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Trades	Yes	Yes	Yes
BOND	Yes	Yes	Yes
Bid pricing	# 3,325,122	# 2,856,940	# 2,890,000
Alternate #1	5,376	9,000	9,500
Alternate #2	16,708	12,000	15,750
Alternate #3	21,784	17,000	14,800
Alternate #4	7,497	8,000	6,200
Alternate #5	4,216	3,000	5,500
Alternate #6	35,314	56,000	18,000
No Bid			

Tabulated By:



Joanne Jennings

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-04-27-17-33

Bid Title: District II Medical Examiner's Office Construction

Opening Date: Tuesday, May 2, 2017 at 2:00 PM

Item/Vendor	Childers Const.		
Original W/Manual Signature	Yes		
Affidavit of Immigration	Yes		
MWSBE Form	Yes		
EEO	Yes		
Tie Bid	Yes		
Contractor's Business	Yes		
Non-Collusion	Yes		
Insurance	Yes		
Certificate Debarment	Yes		
Trades	Yes		
BOND	Yes		
Bid pricing	\$ 3,148,542		
Alternate #1	7,626		
Alternate #2	21,103		
Alternate #3	23,379		
Alternate #4	8,656		
Alternate #5	3,844		
Alternate #6	18,537		
No Bid			

Tabulated By: 





Inter-Office Memorandum

Date: May 4, 2017

To: John Ward, Project Manager
Engineering Services Division - Department of Public Works

From: Darryl Jones, Deputy Director
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: District II Medical Examiner's Office Construction (BC-04-27-17-33) MWBE Analysis Statement

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of seven bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the District II Medical Examiner's Office Construction Project. The submitted MWBE Participation Plans for each bidder are as follows:

Certus Builders did not meet the MWBE Aspirational Target for Construction Subcontracting, did not complete the Good Faith Effort Form, nor provide supporting documentation relative to Good Faith Efforts as required. The MWBE firms listed below are the firms **Certus Builders** intends to utilize on this project. *If Certus Builders is awarded this project, staff recommends that Certus Builders be encouraged to increase MWBE participation within the project.*

Total Bid Amount		\$2,835,496			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Jackson-Cook	Non-Minority Female	City of Tallahassee	Structural Steel	\$74,750	2.6%
Professional Electrical	African American Male	City of Tallahassee	Electrical	\$330,388	11.7%
Total MWBE \$				\$405,138	
Total MWBE Utilization %				14.3%	

315 S. Calhoun Street • Suite 450 • Tallahassee, FL 32301
P: 850.219.1060 • F: 850.219.1098
www.OEVforBusiness.org

Memo to John Ward, Project Manager – Public Works Engineering Services Division
May 4, 2017
Page 2

Advon Corporation did not meet the MWBE Aspirational Target for Construction Subcontracting; however, the Good Faith Effort Form and the associated documentation was submitted as required. The MWBE firms listed below are the firms **Advon Corporation** intends to utilize on this project.

Total Bid Amount		\$2,856,940			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Professional Electrical	African American Male	City of Tallahassee	Electrical	\$330,388	11.6%
National Flooring Specialists	African American Male	Leon County	Flooring	\$36,800	1.3%
Concrete Services Unlimited	African American Male	City of Tallahassee	Concrete	\$65,575	2.4%
Florida Developers	African American Male	City of Tallahassee	Site Work	\$36,282	1.3%
Quality First Painting	African American Male	City of Tallahassee	Painting	\$23,000	0.80%
A.T. Home Contractors	Non-Minority Female	Leon County	Drywall	\$104,796	3.7%
Mooney Containers	Non-Minority Female	Leon County	Dumpster Services	\$6,400	0.2%
Total MWBE \$					\$605,241
Total MWBE Utilization %					21.2%

Shaffield Building Specialties did not meet the MWBE Aspirational Target for Construction Subcontracting; did not complete the Good Faith Effort Form, nor provide supporting documentation relative to Good Faith Efforts as required. No MWBE firms were identified by **Shaffield Building Specialties** for MWBE utilization on this project.

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Total Bid Amount		\$2,890,000			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
None Identified	Non-Minority Female	N/A	N/A	\$0	0%
None Identified	African American Male	N/A	N/A	\$0	0%
Total MWBE \$					\$0
Total MWBE Utilization %					0%

CSI Contracting met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form was not required. The MWBE firms listed below are the firms CSI Contracting intends to utilize on this project.

Total Bid Amount		\$2,926,909			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Professional Electrical	African American Male	City of Tallahassee	Electrical	\$330,388	11.3%
RJW Construction	African American Male	City of Tallahassee	Concrete	\$69,615	2.4%
Marco's Masonry	Hispanic American Male	Leon County	Masonry	\$73,446	2.5%
Jackson-Cook	Non-Minority Female	City of Tallahassee	Structural Steel	\$74,750	2.6%
Shaffield Building Specialties	Non-Minority Female	City of Tallahassee	Doors, Hardware, and Specialties	\$194,235	6.6%
Solomon Painting	African American Male	City of Tallahassee	Painting	\$45,000	1.5%
Total MWBE \$					\$787,434
Total MWBE Utilization %					26.9%

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Omnicon Corporation did not meet the MWBE Aspirational Target for Construction Subcontracting. The Good Faith Effort Form was completed; however, no supporting documentation was provided relative to Good Faith Efforts as required. The MWBE firms listed below are the firms **Omnicon Corporation** intends to utilize on this project.

Total Bid Amount		\$3,041,000			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Jackson-Cook	Non-Minority Female	City of Tallahassee	Metal Fabrication/- Structural Steel	\$74,750	2.5%
National Flooring Specialists	African American Male	Leon County	Flooring	\$36,950	1.2%
Total MWBE \$					\$111,700
Total MWBE Utilization %					3.7%

Childers Construction Company did not meet the MWBE Aspirational Target for Construction Subcontracting. The Good Faith Effort Form was completed; and documentation was provided relative to the company's MWBE certified contacts. The MWBE firms listed below are the firms **Childers Construction Company** intends to utilize on this project.

Total Bid Amount		\$3,148,542			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Concrete Services Unlimited	African American Male	City of Tallahassee	Concrete	\$65,575	2.1%
Jackson-Cook	Non-Minority Female	City of Tallahassee	Structural Steel	\$74,750	2.4%
National Flooring Specialists	African American Male	Leon County	Flooring	\$36,950	1.2%
Professional Electrical	African American Male	City of Tallahassee	Electrical	\$330,388	10.5%
Total MWBE \$					\$509,663
Total MWBE Utilization %					16.2%

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Council Contracting, Inc. did not meet the MWBE Aspirational Target for Construction Subcontracting. The Good Faith Effort Form was completed; and documentation was provided relative to the company's MWBE certified contacts. The MWBE firms listed below are the firms Council Contracting, Inc. intends to utilize on this project.

Total Bid Amount		\$3,325,122			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Professional Electrical	African American Male	City of Tallahassee	Electrical	\$330,388	9.9%
National Flooring Specialists	African American Male	Leon County	Flooring	\$36,950	1.1%
Total MWBE \$					\$367,388
Total MWBE Utilization %					11.0%

**Leon County
Board of County Commissioners**

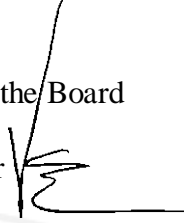
Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Florida Department of Environmental Protection Permitting and Compliance Assistance Program Contract Renewal for the Petroleum Storage Tank Regulation Program for 2017-2027

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Department of Development Support & Environmental Management
Lead Staff/ Project Team:	John Kraynak, Director, Environmental Services Robert Bass, Environmental Inspection Supervisor Edwin French, Senior Environmental Compliance Specialist

Statement of Issue:

This agenda item seeks the Board's approval of Contract GC914 with the Florida Department of Environmental Protection (FDEP) for the renewal of the Petroleum Storage Tank Regulation Program with an effective date of July 1, 2017 and requests the Board's authorization for staff to continue to approve the associated annual Task Assignment (Attachment #1). This item also seeks the Board's authorization to expand the program into Jefferson County. Approval of a new contract is required for staff to perform petroleum storage tank inspections.

Fiscal Impact:

This program has been budgeted and adequate funding is available which anticipates the revenues generated by this contract. Since 2012, the Board has subsidized the program to ensure that 100% of the facilities are inspected each year in Leon County. The current year budget subsidy is anticipated to be \$54,184. If the Board accepts the FDEP's offer to expand the County's program into Jefferson County, the program subsidy would reduce to \$41,337.

Staff Recommendation:

Option #1: Approve the FDEP Contract GC914 with an effective date of July 1, 2017 (Attachment #1) and authorize the Chairman to execute, authorize expansion of the program into Jefferson County, and authorize staff to continue to approve the annual task assignment.

Report and Discussion

Background:

On July 16, 1990, Policy 1.1.5 of the Aquifer Recharge/Utilities Element of the Comprehensive Plan became effective, which required the County to assume responsibility for the enforcement of state regulations concerning underground storage tanks. On October 1, 1990, the Board entered into a contract with the Florida Department of Environmental Protection (FDEP) to administer the Petroleum Storage Tank Regulation Program. Under this contract, the County inspects underground and aboveground petroleum storage tanks to ensure compliance with state and federal regulations. This program has historically been funded entirely by the FDEP and previous contracts were negotiated annually. In 1997, the governor directed that all contracts are to run from July 1 - June 30, for synchronization with the State's budget cycle. Under the ten year contract, Task Assignments are allocated annually and approved by staff. The Petroleum Storage Tank Regulation Program has received funds from FDEP to provide groundwater protection services since 1990.

In 2012, the FDEP 100% inspection rate of regulated facilities was reduced along with the funding for the local programs. The FDEP also consolidated the individual county contracts in an effort to improve program performance. Since Leon County has consistently been one of the top performing programs in the state, FDEP offered Leon County the opportunity to oversee storage tank compliance in Wakulla and Gadsden Counties. On July 10, 2012, the Board conducted a workshop to consider acceptance of the two additional counties, and their action to approve was ratified at their regularly scheduled meeting the same day. To ensure the Aquifer Protection requirements of the Comprehensive Plan are met, the Board began subsidizing the program to inspect 100% of the facilities in Leon County.

Also in 2012, the Petroleum Storage Tank Regulation Program staff assisted in the creation and implementation of the Leon County Ordinance entitled "Refueling Assistance for Persons with Disabilities." This Ordinance ensures compliance with the Americans with Disabilities Act (ADA) at a local government level by requiring gas stations to provide equal access for customers with disabilities.

The Petroleum Storage Tank Regulation Program operates from the Department of Development Support & Environmental Management, Division of Environmental Services. The contract provides for one Environmental Compliance Specialist, who performs storage tank compliance inspections and a Senior Environmental Compliance Specialist, who performs limited enforcement as well as compliance inspections.

Prior to contracting with Leon County, FDEP was able to obtain only limited compliance with State regulations regarding storage tanks due to lack of compliance staff. Major progress toward compliance has been made over the last 27 years because of the contract with Leon County.

Since Leon County began this program, many abandoned storage tanks have been discovered and properly abandoned and older, out of compliance facilities have been properly closed. Also, all open facilities have been upgraded with secondarily contained (double-walled) tank systems, leaking facilities have been cleaned up, and fueling stations are better able to detect loss due to leakage because of compliance with leak detection and overfill requirements. Compliance with the State stationary tank codes is viewed as the best way to ensure that storage tanks do not leak into the environment and groundwater.

Analysis:

The program, or a variation of it, is necessary to meet requirements of the Wellhead Protection Ordinance and the Comprehensive Plan. If this contract is not approved, the County would have to institute a new program to meet the requirements of the Comprehensive Plan for wellhead protection. Aquifer protection would suffer during the transition period while Leon County implemented a non-state funded program.

The FDEP process calls for contracts to be executed for ten year periods with Task Assignments renewed annually. The Task Assignments set tank inspection priorities and the applicable funding to complete the inspections as required by the Task Assignment. Priority inspections have typically included facilities noted as out of compliance the previous year, and facilities that have not been inspected within a 16-24 month interval (roughly fifty percent of total active facilities in each county annually). In addition to priority inspections, FDEP also allocates funding to perform variable inspections such as discharges, installations, closures and non-compliance inspections. With approval of the new contract, Contract GC681 will no longer be needed and can be replaced with Contract GC914 on June 30, 2017.

The FDEP utilizes a specific contracting formula. The contracted dollar amount is relative to approximately fifty percent of the number of active facilities in each county, multiplied by a fixed rate per facility set each year by the State, plus a fixed rate for variable inspections. For instance, in Task Assignment ten of the last contract, Petroleum Storage Tank Regulation Program was tasked to perform 187 compliance inspections valued at \$464 each, for a guaranteed annual amount of \$86,768, with options to cover up to an additional \$25,770.10 for variable inspection costs, for a total revenue of \$112,538.10.

The Petroleum Storage Tank Regulation Program has provided many benefits to Leon County, such as aquifer protection, compliance with the Wellhead Protection Ordinance as required by the Comprehensive Plan and the availability of personnel with expertise and equipment to assist other County Departments in the management of County-owned storage tank facilities. By having the program under local jurisdiction, the State's storage tank program is more accessible to the public.

The public considers a program administered at the local level to be an easily accessible resource. The local presence provides guidance to facility owners and operators on maintaining compliance with state and federal regulations. Local tank inspectors can respond to reports of petroleum product discharges more quickly than State personnel. County tank inspectors are

able to witness the removal and installation of all storage tank systems, whereas prior to the local program, an inspector would rarely be on site during these operations.

By continuing the program, there will be greater protection from groundwater contamination through a more effective compliance program administered by Leon County. Prior to the program, the State conducted a limited number of compliance inspections. Leon County personnel have conducted compliance inspections at all Leon County regulated facilities annually, and approximately fifty percent of the regulated facilities in the adjoining contracted counties. The funding package enhances the County's environmental and code compliance programs in many ways, including readily available expertise regarding petroleum storage and consistent monitoring in the field to spot violations of the Environmental Management Act.

In March of 2017, the FDEP offered Leon County the opportunity to oversee storage tank compliance in Jefferson County. The addition of Jefferson County would continue the program's attempt to ensure regional groundwater protection and close the eastern geographical end of FDEP's northwest district. Staff recommends accepting the addition of Jefferson County, which would reduce the budget subsidy and increase the annual contract Task Assignment amount by \$12,847.30. This would add approximately twenty annual inspections to the current list and would provide a total estimated annual contract Task Assignment revenue amount of \$125,385.40.

Options:

1. Approve the FDEP Contract GC914 with an effective date of July 1, 2017 (Attachment #1) and authorize the Chairman to execute for execution by the Board, authorize expansion of the program into Jefferson County, and authorize staff to continue to approve the annual task assignment.
2. Do not approve the FDEP Contract GC914.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. FDEP Contract GC914 without Attachments.

CONTRACT

THIS CONTRACT is entered into between the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (Department), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and **LEON COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is Department of Development Support & Environmental Management, 435 North Macomb Street, 2nd Floor, Tallahassee, Florida, 32301, (Contractor), to perform compliance inspections within the jurisdictional (geographical) boundaries of the specified counties, including facilities registered to the Contractor as required by an executed Task Assignment(s).

NOW, THEREFORE, the parties agree as follows:

SERVICES AND PERFORMANCE

1. **SERVICES.** Department does hereby retain, and Contractor agrees to perform compliance inspections within the jurisdictional (geographical) boundaries of the specified counties, including facilities registered to the Contractor as required by an executed Task Assignment(s) and Contractor's response thereto, incorporated herein by reference, and in accordance with **Attachment A**, Scope of Work - Level 1 and if applicable **Attachment B**, Scope of Work – Level 2 (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

2. **WORK.**

A. Contractor shall provide the services specified in the Scope (Work). Department shall authorize all work assignments by Task Assignment Notification Form (TA) or Task Assignment Change Order Form (TACO) (copies attached hereto and made a part hereof as **Attachment C** and **D** respectively), or by issuing a MyFloridaMarketPlace (MFMP) Purchase Order (PO) or MFMP Change Order (CO).

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary Amendments or Change Orders, have been fully executed by both Department and Contractor. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until either 1) a TA/TACO has been fully executed, by both Department and Contractor, or 2) a PO or PO Change Order(CO) has been issued.

C. In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignments covering performance of those required services.

D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

3. **STANDARD OF CARE FOR PERFORMANCE.**

A. Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.

C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

4. TERM OF CONTRACT.

A. Initial Term. This Contract shall begin July 1, 2017, and shall remain in effect for a period of ten (10) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above, or three (3) years, whichever is longer. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

This Contract may not be renewed.

COMPENSATION

5. COMPENSATION.

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee-schedule/cost-reimbursement basis not to exceed \$1,253,854.00. For the monthly operation and maintenance services as well as repair and emergency service calls, the Contractor shall be compensated on a fee-schedule basis at the rates specified in the Scope **Guidance Document H**, Contractual Service Payment Calculation, attached hereto and made apart hereof. It is understood that fee schedule amounts include all costs necessary to perform the work outlined herein including, but not limited to, labor, fringe benefits, overhead, supplies, and travel, but do not include reimbursement for equipment purchases. Equipment purchases costing \$1,000.00 or more shall be reimbursed on a cost-reimbursement basis and must be pre-approved by the Department.

B. CONTRACTOR SHALL NOT COMMENCE WORK ON ANY SERVICES THAT WILL EXCEED THE COMPENSATION AMOUNT OF THE CONTRACT UNLESS AND UNTIL THE CONTRACT IS AMENDED. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached.

6. ANNUAL APPROPRIATION. Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

7. PAYMENT METHOD.

A. Contractor shall submit invoices as specified in **Attachment A and B**, under Payments section.

B. All invoices submitted must have sufficient detail for a proper pre-audit and post-audit review.

C. Department must approve the final deliverable(s) before the Contractor may submit a final invoice and any forms.

D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection
PCAP Program
Attn: Department Contract Manager
Email address: STR_Invoices@dep.state.fl.us

Copy: Department District Task Manager and DEP Contract Manager

8. **TRAVEL.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Travel is not authorized under this Contract.
- Travel costs are included in the fee schedule amounts of this Contract.
- Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

9. **EQUIPMENT.** Upon satisfactory completion of this Contract, the Contractor may retain ownership of the non-expendable personal property or equipment purchased under this Contract prior to the execution of an Amendment of said Contract. The following terms shall apply:

- A. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
- B. In the event that the Department determines a need to loan equipment needed for the completion of services under this Contract to the Contractor, a Department Property Loan Agreement shall be completed and maintained in the Contract file.
- C. The Contractor shall have title to and use of any vehicle previously purchased under a former Contract, by its authorized employees only, for the authorized purposes of this Contract as long as the required work is being satisfactorily performed. In the event that this Contract is terminated for any reason, or the use of the vehicle is no longer needed (such as completion of the Contract), title of the vehicle shall be transferred to the Department.
- D. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- E. If the Contractor fails to perform its obligations under this Contract, the Contractor shall deliver possession and custody of all such equipment to the nearest District Office location, unless otherwise agreed, within thirty (30) calendar days of Contract termination.

10. **PROMPT PAYMENT.**

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be

obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, or the Department's Procurements Section at (850) 245-2361, per Section 215.422, F.S.

11. **RELEASE OF CLAIMS.** Upon payment for satisfactory completion of any portion of the Work, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein (**Contractor Release**, using **Attachment E**, Contractor Affidavit/Release of Claims). Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

12. **PHYSICAL ACCESS AND INSPECTION.** As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

PARTY REPRESENTATIVES

13. **NOTICE.** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

14. **IDENTIFICATION OF CONTRACT MANAGERS.** All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

<u>Contractor</u>	<u>Department</u>
Leon County Board of County Commissioners Department of Development Support & Environmental Management 435 North Macomb Street, 2 nd Floor Tallahassee, Florida 32301 Attn: Robert Bass Phone Number: (850) 606-1300 Ext. 1314 Email: bassr@leoncountyfl.gov	Department of Environmental Protection Division of Waste Management 2600 Blair Stone Road, MS 4500 Tallahassee, Florida 32399-2400 Attn: Roger Ruiz Phone Number: (850) 245-8854 Email: roger.ruiz@dep.state.fl.us

15. **CHANGE ORDERS AND AMENDMENTS.** Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g.,

specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

CONSEQUENCES FOR FAILURE TO PERFORM

16. **DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.

- 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
- 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.

D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

17. **FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.**

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

18. **CORRECTIVE ACTION PLAN.** In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised

proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

19. **PAYMENT AND PERFORMANCE BONDS.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of \$_____.
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

20. **LIQUIDATED DAMAGES.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
 - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
 - B. The date of submission shall be the date of receipt by the Department.
 - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
 - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
 - E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.

- F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

21. **RETAINAGE**

A. Department reserves the right to establish the amount and application of retainage on the Compliance Routine Inspection (CRI) Work to a maximum of ten percent (10%). Any retainage to be applied shall be specified in the Task Assignment. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of CRI performance criteria listed in Task Assignment and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for the Contractor's failure to meet performance criteria listed in the Task Assignment. Department shall provide written notification to the Contractor of the Department's intent to withhold retainage on the Routine Compliance Inspection Work in the Task Assignment. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.

C. If the Contractor fails to perform the requested Scope, or fails to perform the Compliance Routine Inspection Work in a satisfactory manner, Contractor shall forfeit its right to payment for the Compliance Routine Inspection Work and the retainage called for under the Task Assignment. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted Compliance Routine Inspection Work while a Contract is suspended.

E. Except as otherwise provided above, the Contractor shall be paid the retainage associated with the Work, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

LIABILITY

22. **INSURANCE.** To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract and any renewals, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Contractor shall require any and all subcontractors, if authorized under this Contract, to provide Workers' Compensation Insurance for all employees unless such employees are covered by the protection afforded by Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

23. **INDEMNIFICATION.** The Contractor and the Department shall each be solely responsible for the negligent or wrongful acts of its respective employees and agents acting within the scope of their employment. Further, each party shall bear its own costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by its employees and agents acting within the scope of their employment. However, nothing contained herein shall constitute a waiver by the Contractor or the Department of its sovereign immunity or waiver or modification of Section 768.28, F.S.

THIRD PARTIES

24. **SUBCONTRACTING.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Contractor shall not subcontract any work under this Contract.
- A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

25. **NONASSIGNABILITY.** Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties, but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

26. **THIRD PARTY BENEFICIARIES.** This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

SUSPENSION AND TERMINATION

27. **SUSPENSION.**

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;
- 4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

28. TERMINATION.

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

GENERAL CONDITIONS

29. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

30. CONFLICT OF INTEREST. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

31. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

32. DISQUALIFICATION.

A. The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

C. If Contract value exceeds one (1) million dollars, Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Contract. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

33. EXECUTION IN COUNTERPARTS. This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a.pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or.pdf signature page were an original thereof.

34. FORCE MAJEURE. Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

35. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW. This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

36. GOVERNMENTAL RESTRICTIONS. If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific

restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

37. **HEADINGS.** The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

38. **INTEGRATION.** This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

39. **INTERPRETATION OF CONTRACT.**

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used

40. **MODIFICATIONS REQUIRED BY LAW.** Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

41. **MYFLORIDAMARKETPLACE TRANSACTION FEE.** The State of Florida, through DMS, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Rule 60A-1.032(1), Florida Administrative Code, payments under this Contract are exempt from the MyFloridaMarketPlace transaction fee.

42. **NONDISCRIMINATION.**

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

43. **NON-SOLICITATION.** Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

44. **NON-WAIVER OF RIGHTS.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

45. **ORDER OF PRECEDENCE.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract; and
4. Documents, agreements and exhibits incorporated herein by reference.

46. **OWNERSHIP OF DOCUMENTS.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

47. **P.R.I.D.E.** When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org/>

48. **PUBLIC ENTITY CRIMES.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

49. **PUBLIC RECORDS.**

A. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the Department to perform the services under this Contract.

B. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the Department within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.

2. Upon request from the Department's custodian of public records, Contractor shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.

4. Upon completion of the Contract, Contractor shall transfer, at no cost to Department, all public records in possession of Contractor or keep and maintain public records required by the Department to perform the services under this Contract. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC

RECORDS by telephone at (850) 245-2118, by email at publicservices@dep.state.fl.us, or at the mailing address below.

**Department of Environmental Protection
Office of the Ombudsman & Public Services
Attn: Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, Florida 32399**

50. RECORD KEEPING AND AUDIT.

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

51. REMEDIES. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

52. RESPECT OF FLORIDA. When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

53. TAX EXEMPTION. Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

54. **WARRANTY OF ABILITY TO PERFORM.** Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

55. **WARRANTY OF AUTHORITY.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: _____
Secretary or designee

Date: _____

DULY PASSED AND ADOPTED 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

ATTEST:
GWENDOLYN MARSHALL, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements for June 20, 2017 at 6:00 p.m.

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Jessica M. Icerman, Assistant County Attorney John Kraynak, Director of Environmental Services

Statement of Issue:

This agenda item seeks to schedule the first and only required Public Hearing to consider proposed revisions to Chapter 10 of the Leon County Code of Laws to amend the canopy road protection requirements for June 20, 2017 at 6:00 p.m.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider a proposed Ordinance to amend the canopy road protection requirements for June 20, 2017 at 6:00 p.m. (Attachment #1).

Report and Discussion

Background:

On October 13, 2015, while considering two appointments to the Canopy Road Citizen's Committee (CRCC), the Board passed a motion to table the appointments and directed staff to conduct a review of the CRCC. Specifically, the Board directed staff to evaluate the overall performance and efficiency of the CRCC and related processes to maximize canopy road protection and improve coordination with the other departments and professional staff that work to address canopy road issues.

On March 8, 2016, staff provided an agenda item summarizing the community's holistic efforts to protect canopy roads, including a review of County actions taken to date and a detailed analysis of the official and historical role of the CRCC. The Board directed staff to prepare Ordinance amendments to further improve development review efficiency, specifically the following:

- Clarify the CRCC's advisory role in the review of new road connection and intersection project proposals on canopy roads;
- Add a requirement for review of all proposed infrastructure projects, including utilities installation and sidewalks, in the Canopy Road Protection Zone (CRPZ) by formalizing a technical staff committee with membership from Public Works, Planning, and Development Support and Environmental Management (DSEM); and
- Include the establishment of more objective criteria for the evaluation of projects impacting the CRPZ.

The Board also directed staff to reassign the County Urban Forester position as dedicated support staff to implement expanded protection of the canopy road system. The Urban Forester position was filled by Mindy Mohrman on November 7, 2016. Staff began to draft the Ordinance amendments after Ms. Mohrman came on staff and appointments were made to the CRCC to obtain additional input.

Analysis:

DSEM is responsible for the review of development proposals in the unincorporated County that may impact the CRPZ. Staff is tasked with determining the proposal's compliance with code requirements and ensuring impacts to canopy roads are minimized to the greatest extent possible. In general, staff reviews site planning details, such as the placement of infrastructure (often driveways) to avoid impacts to trees and their root zones, and conducts a visit to the subject site. Staff also considers alternative construction methods which minimize root impacts and looks for opportunities to mitigate any unavoidable impacts through tree planting or arboricultural mitigation techniques.

Staff analysis reflects that most development applications received along canopy roads are small and relatively simple. In these cases, an applicant's adherence to the Code requirements and related canopy road protection regulations provides strict guidelines for the protection of the canopy roads. Moreover, a complete processing of these applications by staff to determine full compliance to canopy road protection regulations is expedient, thorough, and substantial.

Review by the CRCC is an additional step for all project applicants within the CRPZ. While the committee's bylaws direct the CRCC to take a proactive role in the maintenance and enhancement of canopy roads, in recent years the majority of their time and support staff time has been devoted to development review activities. In many cases, the additional step of CRCC review at times appears duplicative of the professional staff review provided by DSEM. Staff reviewed all the CRPZ code requirements and used those requirements as the basis for the amendments to the proposed Ordinance to redefine the roles of staff and the CRCC in an effort to reduce unnecessary duplicative review (Attachment #1).

The Board also directed staff to create a new technical staff committee with membership from Public Works, Planning, and DSEM to review all proposed infrastructure projects, including road improvements, utilities, sidewalks, etc. Rather than creating a new committee, staff is recommending that the Development Review Committee (DRC) take on this new role. The DRC consists of the three members required by the Board: Public Works, Planning and DSEM. The recommendation for the DRC to assume review of proposed infrastructure projects in the CRPZ has been included in the draft Ordinance.

As directed by the Board, also included in the draft Ordinance is more objective criteria for evaluating projects affecting the CRPZ. Staff is proposing several clarifications to codify existing practices and remove subjectivity where appropriate. An example of one of the changes is to allow by right a residential structure in the CRPZ in instances of vested single family lots. Sometimes the home cannot physically fit on a lot without a portion of the home being placed in the CRPZ due to the lot's dimensions. The proposed provision allows for the structure to be placed in the CRPZ as long as the disturbance is minimized to the greatest extent possible.

The proposed Ordinance was reviewed by the DSEM Citizen's User Group on March 13, 2017, and staff included their recommendations in the proposed Ordinance. The CRCC also provided valuable input, which resulted in their recommended approval of the proposed Ordinance. The Ordinance is scheduled for a consistency review by the Planning Commission at a Public Hearing on June 6, 2017. Any additional recommendations from the Planning Commission will be disclosed at the Board's Public Hearing.

Title: Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements for June 20, 2017 at 6:00 p.m.
May 23, 2017
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Options:

1. Schedule the first and only Public Hearing to consider a proposed Ordinance to amend the canopy road protection requirements for June 20, 2017 at 6:00 p.m. (Attachment #1).
2. Schedule the first and only Public Hearing to consider a proposed Ordinance to amend the canopy road protection requirements for an alternate date.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Ordinance

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ORDINANCE NO. 17- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-1.101. DEFINITIONS, SECTION 10-4.202. PRE-DEVELOPMENT ANALYSIS REVIEWS, SECTION 10-4.206. APPLICATION REQUIREMENTS FOR THE REMOVAL OF TREES, GENERALLY; AND, FOR THE REPAIR AND MAINTENANCE OF EXISTING LAWFULLY ESTABLISHED STRUCTURES AND FENCES FOR LANDS WITHIN THE CANOPY ROAD PROTECTION ZONE; SECTION 10-4.363. TREE PROTECTION REQUIREMENTS, SECTION 10-6.707. CANOPY ROADS OVERLAY DISTRICT, 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:

SECTION 1. Section 10-1.101 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

10-1.101. Definitions.

* * *

Exceptional specimen shall mean an individual tree which is in very good to good condition as evidenced by less than ten percent upper crown dieback, few epicormic branches, absence of signs or symptoms of virulent disease, or other characteristics commonly employed to measure tree health, and which exhibits characteristics of size, species, age, form, historical significance, or other qualities which make it of such greater value than individuals of the same species usually found in the county as to warrant special consideration as a biological and social resource to be preserved for the benefit of the general public. Such a determination shall be made by the County Administrator or designee ~~Except~~ pursuant to these criteria in cases of doubt.

* * *

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1 **SECTION 2. Section 10-4.202(a)(2)b.8. of the Code of Laws of Leon County, Florida, is**
2 **hereby amended to read as follows:**

3 8. *Canopy road.* The canopy road protection zone includes all lands
4 within 100 feet from the centerlines of the roadways. The uses
5 permitted in the canopy road protection zone are those uses
6 permitted in the underlying zoning district. Canopy road citizens'
7 committee review is required when development is proposed
8 within the canopy road tree protection zone. The following special
9 restrictions shall apply within the canopy road protection zone:

10 (a) All structures, including fences, shall be set back a
11 minimum of 100 feet from the centerline of the
12 canopy road unless there is no reasonable
13 alternative in the case of a vested single family lot
14 of record. Any disturbance to the protection zone
15 shall be minimized to the greatest extent possible,
16 but not cause an unreasonable and undue hardship
17 on the use of the property. Structures are permitted
18 to prevent motorized vehicles from accessing trail
19 approaches.

20 (b) Any structure which exceeds 40 feet in height must
21 be set back an additional one foot for every one foot
22 in excess of 40 feet in height;

23 (c) No development may occur in the canopy road
24 protection zone unless authorized for health, safety
25 or welfare of the public;

26 (d) Any part of the canopy road protection zone that is
27 disturbed ~~cleared or has trees removed from it~~ for
28 roadway projects must be widened by the same
29 amount that was disturbed in the same location if
30 possible, or another reasonable location, ~~in some~~
31 ~~other location by the same amount that was~~
32 ~~removed~~ and shall be replanted if necessary, with
33 native, non-invasive canopy trees, understory trees
34 and shrubs;

35 (e) A full analysis of the impact of a development on
36 the affected canopy road as described in Section 10-

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- 1 4.206(b) shall be submitted by the applicant as a
2 component of ~~the environmental~~ permitting; impact
3 analysis;
- 4 (f) Joint access to canopy roads shall be required for
5 newly created lots unless there is no alternative.
6 ~~New curb cuts on canopy roads shall be designed to~~
7 ~~serve more than one property;~~
- 8 (g) If the site is accessible by roads other than the
9 canopy road, it shall not have direct vehicular
10 access to the canopy road.
- 11 (h) The canopy road tree protection zone shall be
12 ~~placed in~~ preserved by a conservation easement or
13 preservation affidavit.
- 14 (i) No removal of understory vegetation
15 (underbrushing) shall be allowed within the canopy
16 road tree protection zones, except as specified in a
17 vegetation management plan, submitted to and
18 approved by the County Administrator or designee,
19 which outlines specific planting and maintenance
20 operations designed to restore or maintain the
21 natural vegetation component of a specific canopy
22 road section, and is consistent with the objectives of
23 this chapter.
- 24 (j) Repair and maintenance of existing lawfully
25 established structures, including ~~and~~ fences, shall
26 meet the following requirements: ~~in Sec. 10-4.206.~~
- 27 (1) Emergency repairs to existing structures or
28 fences that are necessary for public health,
29 welfare and safety issues, as approved by the
30 County Administrator or designee, are
31 exempt from permitting requirements if the
32 repairs do not impact protected trees, do not
33 increase the encroachment within the
34 canopy road protection zone, and the
35 material is the same or less visually intrusive
36 than that used to construct the original

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1 structure or fence.

2 (2) Repair and maintenance of existing lawfully
3 established structures and fences may be
4 allowed upon finding in the affirmative in
5 regard to the following factors: a) that it is
6 not in conjunction with a change of use of
7 the subject property; b) that, if it is in
8 conjunction with a fence, that the proposed
9 construction shall be with the same, or less
10 visually intrusive, materials as the fence was
11 originally constructed; c) the proposed
12 methods and techniques for repair and
13 maintenance shall not be detrimental to
14 canopy road protection zone resources.

15 (k) Sidewalks shall be a maximum of 6 feet in width.
16 The County Administrator or designee ~~may can~~
17 allow up to a maximum of 10 feet in width if
18 mitigation is sufficient to offset the negative
19 impacts to the canopy. In determining whether a
20 sidewalk will be permitted in the canopy road
21 overlay, the impacts to other
22 conservation/preservation areas will be considered.
23 A natural feature inventory/~~environmental impact~~
24 ~~analysis~~ shall be submitted for assessment and
25 determination of placement of the sidewalk. In
26 cases where the proposed sidewalk would
27 detrimentally impact other
28 conservation/preservation areas in the canopy road
29 overlay, as determined during ~~the~~ environmental
30 ~~permitting, impact analysis,~~ the sidewalk shall not
31 be ~~allowed, permitted.~~ Emphasis shall be on
32 placing the sidewalk such that impacts to trees and
33 native vegetation are minimized.

34 (l) Gates are permitted over a lawful driveway
35 connection. The appearance shall not be opaque,
36 and it shall be in character with the surrounding
37 area. It shall be a utilitarian type swing gate and

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1 located no closer than 30 feet from the edge of the
2 travel lane of the canopy road.

3
4 **SECTION 3. Section 10-4.206 of the Code of Laws of Leon County, Florida, is hereby**
5 **amended to read as follows:**

6 **Sec. 10-4.206. Application requirements for the removal of trees, generally; and, for the**
7 **repair and maintenance of existing lawfully established structures and fences for lands**
8 **within the canopy road protection zone.**

9 (a) *Scope.* Any request to remove or relocate any protected tree shall be made
10 through submission of an environmental management permit application, unless a general
11 permit, a right-of-way placement permit, or a vegetation management plan has been issued as
12 provided for in section 10-4.201.

13 (b) *Canopy road tree protection zone tree or vegetation removal applications.*

14 (1) *Required information.* All permits for removal or relocation of trees, for
15 the repair and maintenance of existing lawfully established structures and
16 fences, or for pruning or vegetation management, within the canopy road
17 protection zone (unless such activity is conducted under an approved
18 general permit), shall be obtained by making application to the County
19 Administrator or designee, providing the same material to be submitted for
20 permits for other protected trees as set forth in subsection (c).

21 (2) *Mitigation requirements.* The permit application for removal of trees or
22 vegetation in the canopy road tree protection zone must be accompanied
23 by a mitigation plan which shall include at a minimum, the following:

24 a. An analysis documenting the purpose which necessitates the tree
25 removal and explaining why the project cannot be modified to
26 avoid the need for the tree removal.

27 b. An analysis of the canopy road section to be impacted by the
28 proposed activity within the canopy road tree protection zone. The
29 analysis shall include a narrative description of the affected
30 roadway section together with other material helpful in assessing
31 the impact of the intrusion on the existing canopy road effect. Such
32 characteristics as understory density and species composition, tree
33 species and size distribution, high bank areas and opacity should
34 be included as appropriate.

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1 c. A replanting and management plan designed to mitigate the visual
2 and vegetation impacts identified in Subsection (b)(2)a.

3 (3) Inspection. The County Administrator or designee shall conduct an on-site
4 inspection.

5 (4) Roles of the County Administrator or designee, Canopy Road Citizen
6 Committee (CRCC) and Development Review Committee (DRC).

7
8 a. The County Administrator or designee is responsible for the review of
9 the application with primary responsibility as follows:

10 1. Verification that the required information has been provided in the
11 application.

12 2. Conducting on-site inspection.

13 3. Verification that a separate driveway or street connection
14 application has been provided if required.

15 4. Protection of the health, safety and welfare of the public.

16 5. Ensuring joint access and accessibility by other roads.

17 6. Verification that no unauthorized structures are proposed within
18 the canopy road tree protection zone unless there is no reasonable
19 alternative.

20 7. Ensuring the canopy road tree protection zone is widened by the
21 same area that was disturbed.

22 8. Verification that the conservation easement or preservation
23 affidavit is provided.

24 9. Authorizing emergency repairs to existing structures or fences.

25 10. Review and approval of gates over driveway connections.

26 11. All other matters that are not the responsibility of the Canopy
27 Roads Citizens Committee or the Development Review
28 Committee.

29
30 b. All applications pursuant to this section shall undergo review by
31 the Canopy Roads Citizen Committee (CRCC). The CRCC's
32 review responsibility is as follows:

33 1. Driveway location after the County Administrator or
34 designee approves a safe corridor.

35 2. Review of the replanting and management plan designed to
36 mitigate the visual and vegetation impacts.

37 3. Repair and maintenance requests of existing lawfully
38 established structures and fences.

39 4. Other matters related to disturbance in the canopy road
40 protection zone at the discretion of the County
41 Administrator or designee.

42
43 c. The DRC shall make a determination to approve, deny, or approve

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1 with conditions the permit application for all infrastructure projects
2 within the unincorporated area, including, but not limited to,
3 utilities, intersections, new roads and sidewalks.
4

5 (5) Application review. Only the Board shall have power to grant or deny
6 permit applications for removal of trees within a canopy road tree
7 protection zone, except that the County Administrator or designee shall
8 have the authority to grant or deny permit applications for the removal of
9 trees or other vegetation under the additional conditions listed in
10 subsection d. below. The following standards must be met at a minimum
11 in order to receive permit approval:

12 a. Applicant must demonstrate that the proposed clearing or tree
13 removal is necessary for protection of the health, safety, and
14 welfare of the public.

15 b. As part of the proposed mitigation plan, any part of the canopy
16 road tree protection zone that is cleared or has trees removed from
17 it must be widened by the same amount removed for roadway
18 improvements or enhancements. Such replacement area shall be
19 replanted in a manner sufficient to reestablish the canopy effect
20 and the understory density, species composition, and species and
21 size distribution of the impacted area within a reasonable time, and
22 to be protected by either a conservation easement or a preservation
23 affidavit for residential lots of record.

24 c. The applicant must demonstrate compliance with Section 10-
25 4.202(a)(2)b.8.

26 d. In addition to the standards above, the County Administrator or
27 designee or DRC shall grant approvals for the removal of trees or
28 other vegetation only when one of the following conditions exist:

29 1. Diseased or pest-infested trees. Necessity to remove a
30 diseased or pest-infested tree to prevent the spread of the
31 disease or pest. The need to remove trees because of insect
32 and disease damage must be determined by a forester with
33 a B.S. degree or higher, from a Society of American
34 Foresters accredited college or by an arborist certified by
35 the International Society of Arboriculture.

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1 2. Good forestry/silviculture practices. Activities associated
2 with a bona fide silvicultural operation on land that has
3 received an agricultural exemption from the Leon County
4 Property Appraiser is exempt from the provisions of this
5 section. The activities shall be in compliance with the
6 Silviculture Best Management Practices of the Florida
7 Department of Agriculture and Consumer Services.

8 3. Reasonable access. Removal of protected trees may be
9 allowed under this section, if the proposed single-family
10 residential development activity is found to be in
11 compliance with the special restrictions as defined under
12 Section 10-4.202(a)(2)b.8.

13 4. Repair and maintenance of existing lawfully established
14 structures and fences. The repairs shall meet the
15 requirements in Section 10-4.202(a)(2)b.8.(j).

16 5. The DRC shall make a determination to approve, deny, or
17 approve with conditions the permit application for all
18 infrastructure projects in the unincorporated area,
19 including, but not limited to, utilities, intersections, new
20 roads and sidewalks.

21 e. Applications shall be reviewed by the County Administrator or
22 designee for compliance with the requirements of this article.
23 Within 10 business days after receiving an application, the County
24 Administrator or designee shall determine whether the application
25 is complete, and if not, shall notify the applicant of the deficiency.
26 If the deficiency is not corrected by the applicant within 30
27 calendar days after mailing, the application shall be deemed
28 withdrawn unless an extension is granted. The Board of County
29 Commissioners, DRC or the County Administrator or designee
30 shall make its determination to approve, deny, or approve with
31 conditions the permit application after procedural timeframes have
32 been followed for the CRCC and the DRC or Board of County
33 Commissioner agenda processes. If the application is denied, the
34 reason for such action shall be specified and provided to the
35 applicant in writing.

36 ~~(b) Canopy road tree protection zone tree or vegetation removal applications.~~

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- 1 ~~(1) *Required information.* All permits for removal or relocation of trees, for the repair~~
2 ~~and maintenance of existing lawfully established structures and fences, or for~~
3 ~~pruning or vegetation management, within the canopy road protection zone~~
4 ~~(unless such activity is conducted under an approved general permit), shall be~~
5 ~~obtained by making application to the county administrator or designee, providing~~
6 ~~the same material to be submitted for permits for other protected trees as set forth~~
7 ~~in subsection (c). All applications pursuant to this section shall undergo review~~
8 ~~by the Canopy Roads Citizen Committee. Emergency repairs to existing fences~~
9 ~~that are necessary due to public health, welfare and safety issues, as approved by~~
10 ~~the County Administrator or designee, are exempt from permitting requirements if~~
11 ~~the repairs do not impact protected trees, do not increase the encroachment within~~
12 ~~the canopy road protection zone, and the fence material is the same or less~~
13 ~~visually intrusive than that used to construct the original fence.~~
- 14 ~~(2) *Mitigation requirements.* The permit application for removal of trees or~~
15 ~~vegetation in the canopy road tree protection zone must be accompanied by a~~
16 ~~mitigation plan which shall include at a minimum, the following:~~
- 17 ~~a. An analysis documenting the purpose which necessitates the tree removal~~
18 ~~and explaining why the project cannot be modified to avoid the need for~~
19 ~~the tree removal.~~
- 20 ~~b. An analysis of the canopy road section to be impacted by the proposed~~
21 ~~activity within the canopy road tree protection zone. The analysis shall~~
22 ~~include a narrative description of the affected roadway section together~~
23 ~~with other material helpful in assessing the impact of the intrusion on the~~
24 ~~existing canopy road effect. Such characteristics as understory density and~~
25 ~~species composition, tree species and size distribution, high bank areas~~
26 ~~and opacity should be included as appropriate.~~
- 27 ~~c. A replanting and management plan designed to mitigate the visual and~~
28 ~~vegetational impacts identified in Subsection (b)(2)a.~~
- 29 ~~(3) *Inspection.* Prior to determination on a permit application, the county~~
30 ~~administrator or designee shall conduct an on site inspection.~~
- 31 ~~(4) *Application review.* Only the board shall have power to grant or deny permit~~
32 ~~applications for removal of trees within a canopy road tree protection zone, except~~
33 ~~that the county administrator or his or her designee shall have the power to grant~~
34 ~~or deny permit applications for the removal of trees or other vegetation under the~~
35 ~~additional conditions listed in subsection d below. The following standards must~~
36 ~~be met at a minimum in order to receive permit approval:~~

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- 1 ~~_____ a. Applicant must show that the proposed clearing or tree removal is~~
2 ~~necessary for protection of the health, safety, and welfare of the public.~~
- 3 ~~_____ b. As part of the proposed mitigation plan, any part of the canopy road tree~~
4 ~~protection zone that is cleared or has trees removed from it must be~~
5 ~~widened by the same amount that was removed, with such replacement~~
6 ~~area to be replanted in a manner sufficient to reestablish the canopy effect~~
7 ~~and the understory density, species composition, and species and size~~
8 ~~distribution of the impacted area within a reasonable time, and to be~~
9 ~~protected by a conservation easement.~~
- 10 ~~_____ c. The applicant must show that any proposed cut into the canopy road will~~
11 ~~be designed and dedicated to serve more than one property unless the~~
12 ~~applicant can show that such joint access would be impossible under the~~
13 ~~circumstances of the specific site.~~
- 14 ~~_____ d. In addition to the standards above, the county administrator or his or her~~
15 ~~designee shall grant permit applications for the removal of trees or other~~
16 ~~vegetation only when one of the following conditions exist:~~
- 17 ~~_____ 1. *Diseased or pest infested trees.* Necessity to remove a diseased or~~
18 ~~pest infested tree to prevent the spread of the disease or pest. The~~
19 ~~need to remove trees because of insect and disease damage must be~~
20 ~~determined by a forester with a B.S. degree or higher, from a~~
21 ~~Society of American Foresters accredited college or by an arborist~~
22 ~~certified by the International Society of Arboriculture.~~
- 23 ~~_____ 2. *Good forestry/silviculture practices.* Activities associated with a~~
24 ~~bona fide silvicultural operation on land that has received an~~
25 ~~agricultural exemption from the Leon County Property Appraiser~~
26 ~~is exempt from the provisions of this section.~~
- 27 ~~_____ 3. *Reasonable access.* Removal of protected trees may be allowed under~~
28 ~~this section, if the proposed single family residential development~~
29 ~~activity is found to be in compliance with the special restrictions as~~
30 ~~defined under Subsection 10-6.708(e) Development standards.~~
- 31 ~~_____ 4. *Repair and maintenance of existing lawfully established structures and*~~
32 ~~*fences.* Repair and maintenance of existing lawfully established~~
33 ~~structures and fences may be allowed if there is no substantial~~
34 ~~impact to protected trees. The Canopy Roads Citizen Committee~~
35 ~~shall evaluate such applications and may provide a positive~~
36 ~~recommendation upon finding in the affirmative in regard to the~~
37 ~~following factors: a) that the application is not in conjunction with~~

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1 ~~a change of use of the subject property; b) that, if the application is~~
2 ~~in conjunction with a fence, that the application proposes repair~~
3 ~~with the same or less visually intrusive materials as the fence was~~
4 ~~originally constructed; c) that the application does not represent a~~
5 ~~negative change in the visual impacts to the canopy road protection~~
6 ~~zone; and, d) that application proposes methods and techniques for~~
7 ~~repair and maintenance that will not be detrimental to canopy road~~
8 ~~protection zone resources. In determining whether to approve,~~
9 ~~deny, or approve the application subject to conditions, the County~~
10 ~~Administrator or designee shall consider the Canopy Roads Citizen~~
11 ~~Committee's recommendation.~~
12

13 ~~The Board of County Commissioners (or the county administrator or his~~
14 ~~or her designee in cases of tree removal or other vegetation removal~~
15 ~~applications) shall make its determination on the permit application, or the~~
16 ~~county administrator or his or her designee shall request additional~~
17 ~~information from the applicant, within 20 working days after receipt of the~~
18 ~~application. In the event the director requests additional information, the~~
19 ~~permit application shall be granted or denied by the Board of County~~
20 ~~Commissioners (or the county administrator or his or her designee in cases~~
21 ~~of tree removal or other vegetation removal applications) within ten~~
22 ~~working days after the receipt of the requested information, or, if the~~
23 ~~request is not complied with by the applicant within 14 calendar days after~~
24 ~~mailing, the application shall be deemed withdrawn. If the application is~~
25 ~~denied, the reason for such action shall be specified and provided to the~~
26 ~~applicant in writing. If no additional information is requested and no final~~
27 ~~action is taken within the required 20 working days, the application shall~~
28 ~~be deemed to have been approved to the extent that it is in compliance~~
29 ~~with the requirements of this article, provided no stop work order is in~~
30 ~~effect on the site.~~

31 ~~e. The Board of County Commissioners (or the county administrator or his~~
32 ~~or her designee in cases of tree removal or other vegetation removal~~
33 ~~applications) shall make its determination to approve, deny, or approve the~~
34 ~~permit application subject to condition, within 20 working days after~~
35 ~~receipt of the application or request that additional information from the~~
36 ~~applicant as is necessary to allow such determination to be made. In the~~
37 ~~event the director requests additional information, the permit application~~
38 ~~shall be granted or denied by the Board of County Commissioners (or the~~
39 ~~county administrator or his or her designee in cases of tree removal or~~
40 ~~other vegetation removal applications) within ten working days after the~~

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1 receipt of the requested information, or, if the request is not complied with
2 by the applicant within 14 calendar days after mailing, the application
3 shall be deemed withdrawn. If the application is denied, the reason for
4 such action shall be specified and provided to the applicant in writing. If
5 no additional information is requested and no final action is taken within
6 the required 20 working days, the application shall be deemed to have
7 been approved to the extent that it is in compliance with the requirements
8 of this article, provided no stop work order is in effect on the site.

9 ~~(5) Removal applications affecting city right of way or city property. If a patriarch or~~
10 ~~canopy road tree protection zone tree which is proposed for removal is located on~~
11 ~~a right of way or other property belonging to the City of Tallahassee but located~~
12 ~~outside of the incorporated area of the city, any permit for removal shall be~~
13 ~~conditioned upon the applicant obtaining approval of the removal from the city~~
14 ~~commission.~~

15 (c) *Other protected tree removal, patriarch tree removal, and vegetation*
16 *management applications.*

17 (1) *Required information.* Permits for removal or relocation of protected trees, ~~other~~
18 ~~than trees located within a canopy road tree protection zone,~~ and applications for
19 vegetation management plan approval for areas other than those located within a
20 canopy road tree protection zone, shall be obtained by making application for
21 permit to the County Addministrator or designee. Additional requirements for
22 tree removal or vegetation management within a canopy road protection zone are
23 found in Subsection (b). Applications for vegetation management plan approval
24 shall be accompanied by a diagram depicting the area to be subject to the plan and
25 the existing vegetation therein, and a description of the nature and purpose of the
26 plan. The application for tree removal shall be accompanied by a written
27 statement indicating the reasons requiring removal or relocation of each protected
28 tree and an area map indicating the location of trees to be removed or relocated
29 and any existing and proposed structures or vehicular use areas. In addition, the
30 application shall contain a signed acknowledgment by the applicant verifying that
31 no protected trees will be removed on the site except as noted on the approved
32 application and permit. If the proposed tree removal is associated with
33 development requiring a stormwater management application as part of the
34 environmental management permit application, the written statement and area
35 map mentioned above shall include, at a minimum, the following:

36 a. Written, detailed justification for the proposed removal of each protected
37 tree, which shall reference the development area where the trees are to be

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- 1 removed. Each tree that is 36-inch DBH or greater and any dogwood 4-
2 inch DBH or greater must be shown on the required development area
3 map by map number designation for each such tree.
- 4 b. The locations and dimensions of all existing and proposed vehicular use
5 areas and other improvements, including finished elevations for each.
- 6 c. Significant natural site features.
- 7 d. Existing and proposed site contours.
- 8 e. If the applicant chooses the option of obtaining credit for preserved trees
9 onsite instead of replanting the developed area with 40 trees per acre, the
10 preserved trees must be identified on the plans. Existing protected or
11 required trees to remain on-site, and protected trees proposed to be
12 removed, shall be indicated by a number assigned to each tree and noting
13 DBH, species and critical protection zone. Indication of the general
14 location of the trees, including blocks of trees, may be acceptable
15 depending on-site conditions and provided that a listing of individual trees
16 by species and size is submitted.
- 17 f. Existing and proposed utilities, underground and overhead, and location of
18 any other known man-made on-site features, such as underground tanks or
19 old building foundations.
- 20 g. Building and other setbacks.
- 21 h. Protected trees on adjacent property which may be affected by proposed
22 development activity within the critical protection zone of such trees.
- 23 i. All applicable land use requirements pertaining to property use or
24 restrictions, including easements, zoning, rezonings, site and development
25 plan or plat reviews and development orders.
- 26 j. For proposed patriarch tree removal, the applicant shall demonstrate that
27 no feasible alternatives exist.
- 28 (2) *Inspection.* Subsequent to application, but prior to the issuance of a permit for tree
29 removal or relocation, the County Addministrator or designee shall conduct an
30 on-site inspection.
- 31 (3) *Application review.* The County Addministrator or designee shall have 10
32 business ~~20 working~~ days after receipt of a complete application filed pursuant to

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1 this subsection to approve or deny the requested permit, or to request additional
2 information from the applicant, unless the application is accompanied by a short-
3 form application as part of the environmental management permit, in which case
4 approval, denial, or request for additional information shall be made according to
5 the short-form timelines. Where additional information is requested, the County
6 Aadministrator or designee shall grant or deny the permit request within ten
7 working days after the information is provided by the applicant. If the applicant
8 fails to provide such information within ~~30~~4 days of the request, the application
9 shall be deemed to have been withdrawn. In the event the County Aadministrator
10 or designee denies an application, the County Aadministrator or designee shall
11 specify to the applicant in writing the reason for such action. If no additional
12 information is requested and no final action with respect to a complete application
13 is taken within the required 20 working days, the application shall be deemed to
14 have been approved to the extent that it is in compliance with the requirements of
15 this article, provided that no stop work order is in effect on the site.

16
17 **SECTION 4. Section 10-4.363(f) of the Code of Laws of Leon County, Florida, is hereby**
18 **amended to read as follows:**

19 (f) *Understory protection in canopy road tree protection zones.* No underbrushing or
20 other removal of understory vegetation shall be allowed within the canopy road tree protection
21 zones, except when approved for legal access (provided no alternative exists) or for health,
22 safety, or welfare of the public as specified in a vegetation management plan, submitted to and
23 approved by the County Aadministrator or designee, which outlines specific planting and
24 maintenance operations designed to restore or maintain the natural vegetation component of a
25 specific canopy road section. Each vegetation management plan shall be consistent with the
26 objectives and intent of this article. ~~Seven p~~Poisonous or noxious species shall be exempt from
27 the requirements of this article. They shall be kudzu (*Pueraria lobata*), Chinese tallow (*Sapium*
28 *seberiferum*), Silktree/Mimosa (*Albizia julibrissin*), chinaberry (*Melia azedarach*), Coral ardisia
29 (*Ardisia crenata*), Heavenly bamboo (*Nandina domestica*), ~~and~~ poison ivy/oak (*Toxicodendron*
30 *radicans/toxicarium*), grape vine (*Vitis* spp.), Cherokee rose (*Rosa laevigata*), greenbrier (*Smilax*
31 *spp.*), Virginia creeper (*Parthenocissus quinquefolia*) and any plant listed on Leon County's List
32 of Invasive Exotic Plants. As a condition of the approval of a vegetation management plan, a
33 satisfactory plan shall be presented by the applicant for the successful replacement of understory
34 vegetation equal to the square footage of the area cleared. If protected understory vegetation is
35 removed without an approved vegetation management plan or otherwise in violation of this
36 chapter, the square footage of the required replant may be increased up to twice the size of the
37 vegetation removal area at the discretion of the County Administrator or designee. All removal

May 3, 2017 version

1 and replanting shall be in conformance with the Canopy Roads Management Plan. In cases
2 where the applicant can show that an area was maintained by mowing, pruning or other
3 techniques on a regular basis, prior to January 15, 1990, such person may obtain approval of a
4 vegetation management plan that may include continued maintenance of such existing lawn and
5 shrubbery by submitting a letter of request to the County Administrator or designee which
6 includes a verified statement and description of the area to be subject to such a plan and the
7 history of maintenance upon which the request is based. Minimal public road safety
8 maintenance practices which must occur within canopy road tree protection zones shall not
9 require a vegetation management plan if carried out pursuant to an approved general permit.
10 Leon County is responsible for maintenance practices in the canopy road tree protection zones on
11 County maintained roads up to the right-of-way line. Private property owners are responsible for
12 maintenance practices outside the right-of-way line.

13

14 **SECTION 5. Section 10-6.707 of the Code of Laws of Leon County, Florida, is hereby**
15 **amended to read as follows:**

16 Sec. 10-6.707. - Canopy roads overlay district.

17 (a) *Purpose and intent.* The purpose and intent of the canopy roads overlay district is to ensure
18 the preservation and protection of the canopy road trees on the following roads:

- 19 (1) Meridian Road from its intersection with Seventh Avenue to the state line.
20 (2) Magnolia Drive—Centerville Road—Moccasin Gap Road from their intersection with
21 Seventh Avenue to State Road 59.
22 (3) Miccosukee Road from its intersection with Capital Circle to Moccasin Gap Road.
23 (4) Old St. Augustine Road from its intersection with East Lafayette Street to W.W. Kelley
24 Road.
25 (5) Old Bainbridge Road from its intersection with Raa Avenue to Capital Circle.
26 (6) Sunny Hill Road from its intersection with Thomasville Road to Old Centerville Road.
27 (7) Old Centerville Road from its intersection with Centerville Road to the state line.
28 (8) Pisgah Church Road from Bradfordville Road to the end of the county maintained right-
29 of-way east of Centerville Road.

30 (b) *Allowable land use.* The uses permitted in the canopy road overlay district are those uses
31 permitted in the underlying zoning district.

32 (c) *Development standards.* The canopy road overlay includes as all lands within 100 feet from
33 the centerlines of the roadways. The following special restrictions shall apply within the
34 canopy road overlay:

May 3, 2017 version

- 1 (1) All structures, including fences, shall be set back a minimum of 100 feet from the
2 centerline of the canopy road unless there is no reasonable alternative in the case of a
3 vested single family lot of record. Any disturbance to the overlay shall be minimized to
4 the greatest extent possible, but not cause an unreasonable and undue hardship on the
5 use of the property. ~~except that~~ A permit may be issued by Leon County for gates and
6 the repair or maintenance of an existing, lawfully established fence, pursuant to any and
7 all applicable criteria and standards set out in section ~~10-4.206~~ 10-4.202(a)(2)b.8(j) and
8 (l). Structures are permitted to prevent motorized vehicles from accessing trail
9 approaches.
- 10 (2) Any structure which exceeds 40 feet in height must be set back an additional one foot
11 for every one foot in excess of 40 feet in height.
- 12 (3) No development ~~clearing~~ may occur in the canopy road overlay, (100 feet from the
13 centerline of the road) unless authorized for health, safety or welfare of the public.
- 14 (4) Any part of the canopy road overlay that is cleared or has trees removed from it for
15 roadway projects must be widened by the same amount that was disturbed in the same
16 location if possible, or another reasonable location. ~~in some other location by the same~~
17 amount that was removed.
- 18 (5) A full analysis of the impact of a development on the affected canopy road shall be
19 submitted by the applicant at the time of development review.
- 20 (6) Joint access to canopy roads shall be required for newly created lots unless there is no
21 alternative. ~~New curb cuts on canopy roads shall be designed to serve more than one~~
22 ~~development.~~
- 23 (7) If the site is accessible by roads other than the canopy road, it shall not have direct
24 access to the canopy road.

25 (Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-25, § 5, 11-25-08; Ord. No. 09-20, § 4, 7-14-09)

26
27 **SECTION 6.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
28 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
29 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
30 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
31 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.
32

33 **SECTION 7.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
34 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
35 such portion shall be deemed a separate, distinct, and independent provision and such holding
36 shall not affect the validity of the remaining portions of this Ordinance.
37

38 **SECTION 8.** Effective date. This ordinance shall be effective according to law.
39

May 3, 2017 version

1

2

3 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
4 Florida, this ____ day of _____, 2017.

5

6

LEON COUNTY, FLORIDA

7

8

9

BY: _____
JOHN E. DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

10

11

12

13

14 ATTESTED BY:

15 GWENDOLYN MARSHALL, CLERK OF COURT AND COMPTROLLER,
16 LEON COUNTY, FLORIDA

17

18

BY: _____
GWENDOLYN MARSHALL, CLERK

19

20

21 APPROVED AS TO FORM:

22 LEON COUNTY ATTORNEY'S OFFICE

23

24

25

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

26

27

**Leon County
Board of County Commissioners**

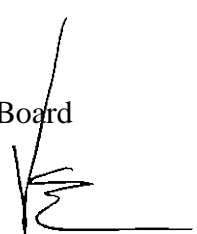
Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Status Report on the Implementation of Hurricane Hermine After Action Report Recommendations

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Mathieu Cavell, Assistant to the County Administrator Andy Johnson, Assistant to the County Administrator Kevin Peters, Emergency Management Director

Statement of Issue:

This item provides a status update to the Board regarding the County's progress in implementing the 80 recommendations contained in the Hurricane Hermine After Action Report, which was presented to the Board on December 13, 2016.

Fiscal Impact:

This item has no fiscal impact to the County. However, if the County and City jointly proceed with the issuance of a request for proposals for a resiliency study, a future agenda item would request engaging a disaster planning consultant to perform the study. A study may cost between \$100,000 and \$200,000 with the amount being shared equally by the City and County (\$50,000 to \$100,000 each). Funds are currently available in the General Fund Contingency to support this study.

Staff Recommendation:

- Option #1: Accept the status report on the implementation of Hurricane Hermine After Action Report recommendations.
- Option #2: Authorize the County's participation with the City of Tallahassee to initiate a Request for Proposals process to conduct a resiliency study as described in this item.

Report and Discussion

Background:

During the early morning of September 2, 2016, Hurricane Hermine struck the coast of Florida just east of St. Marks on a path leading directly through Leon County. Hermine was the first hurricane to make landfall in Florida since Hurricane Wilma in 2005 and was the first hurricane to directly hit Apalachee Bay since Hurricane Alma in 1966. Hurricane Hermine made landfall as a Category 1 storm with sustained winds of up to 80 mph in coastal areas and wind gusts of over 60 mph, and sustained tropical storm force winds lasting for a prolonged period of approximately six hours in Leon County. High winds from the storm caused hundreds of downed trees that blocked roadways, destroyed electrical infrastructure systems, and damaged hundreds of homes throughout Leon County. The storm caused widespread power outages affecting thousands of City of Tallahassee and Talquin Electric Cooperative customers. Nearly 100,000 electric customers lost power immediately following Hurricane Hermine, many of whom experienced extended outages for a period of several days following the storm.

After any emergency event, an After-Action Report is compiled to assess the plans, preparations, response, and recovery efforts associated with the emergency event. To prepare the Hurricane Hermine After Action Report (Attachment #1), staff conducted an extensive review of the plans, preparations, response, and recovery efforts associated with the emergency activation in the weeks following the storm. In conducting this review, Leon County Emergency Management (LCEM) and Leon County Administration thoroughly evaluated the specific actions taken during the activation of the Emergency Operations Center, examining the actions taken by LCEM and partner agencies for consistency with the County's CEMP, Debris Management Plan, and the National Incident Management System, all of which prescribe the basic strategies, objectives, operational goals, and actions to be taken throughout the various phases of emergency events including a hurricane. Additionally, the County Administrator, City Manager, LCEM Director, Sheriff, and other key emergency support staff attended five community listening sessions following Hurricane Hermine to provide the most up-to-date information, gather feedback, and provide citizens the opportunity to direct questions or concerns to any of the participants. These five listening sessions engaged over 400 citizens at locations throughout the community in the weeks following the incident. Finally, to further evaluate the actions taken during Hermine and benchmark with industry best practices, the County engaged one of the premier emergency management consulting firms in the nation for its expert and objective guidance to review the report. In their feedback, Disaster, Strategies, & Ideas Group LLC (DSI) noted that the report is among the most comprehensive, relevant and valuable assessments undertaken in recent history by any local or state entity in the nation.

Staff presented the Hurricane Hermine After Action Report to the Board at its workshop on December 13, 2016. The report included 110 findings and 80 specific recommendations to extract every possible lesson learned and to build upon the successful response efforts and refine the areas identified for improvement.

Analysis:

After the Board’s workshop on December 13, 2016, staff immediately began working to implement the recommendations contained in the Hurricane Hermine After Action Report. To date, 75 of the 80 recommendations, or 94%, have been completed. The remaining five recommendations are in progress, and an update on each of these items is provided below. A table listing each of the recommendations and their status is included as Attachment #2 to this agenda item. As indicated in the ratification agenda item presented to the Board on January 24, 2017, the recommendations in the report were categorized according to their expected time frame for completion. The recommendations were categorized as follows:

- Immediate: To be implemented as part of the 2017 update of the County’s Comprehensive Emergency Management Plan (CEMP).
- Short-Term: To be implemented prior to the start of the 2017 hurricane season.
- Long-Term: Implementation is expected to require an extended time period and is not anticipated to be completed by the start of the 2017 hurricane season. (Of note, two of the three recommendations categorized as “long-term” in the After Action Report have been completed, as described in further detail below.)
- Ongoing: to be implemented on a perpetual basis. These recommendations include ongoing emergency management training for County and City personnel as well as pursuit of accreditation for the County’s emergency management program.

Major Policy Recommendations Identified in the After Action Report

Notably, among all of the findings presented in the After Action Report, two major recommendations were identified as significant policy initiatives for consideration by the Board. An update on the completion of both of these major recommendations is provided below.

Returning the Emergency Management Function under the Board

The first of these recommendations directed staff to prepare an agenda item to return the emergency management function on a year-round basis under the Board of County Commissioners, reporting to the County Administrator. As noted in the report, many of the circumstances that supported the Interlocal Agreement executed in 1999 that shifted the day-to-day oversight of Leon County Emergency Management to the Sheriff, only to return under the Board in the event of a disaster, are no longer applicable today. In addition, the overwhelming majority of Florida counties place the day-to-day responsibilities of emergency management under the Commission’s purview, reporting to the County Administrator, as the emergency management field is a confluence of planning and administrative responsibilities with an emphasis on year-round training and intergovernmental coordination. Staff presented the agenda item contemplated in this recommendation to the Board at the January 24, 2017 meeting, which the Board approved, and the emergency management function subsequently returned under the Board’s purview effective March 26, 2017. Upon returning to the County, LCEM was aligned with the County’s Community & Media Relations office under a new function designated Community Relations and Resilience. This alignment positions LCEM alongside the County’s public information and citizen outreach functions, facilitating even greater sharing of emergency-

related information and resources not only during future emergency events, but on a year-round basis.

Conducting a Joint Resiliency Study with the City of Tallahassee

The second major policy-related recommendation identified in the report was to engage a disaster planning professional in partnership with the City of Tallahassee to evaluate the community's overall vulnerabilities, resiliency, and community expectations associated with a severe weather event. Following the December 13, 2016 workshop, staff has worked with City representatives to determine the scope of the resiliency study contemplated in this recommendation. Beyond strictly determining resiliency from weather related events, the City identified the opportunity for the study to consider a broader definition to include acute shocks and chronic stressors. Acute shocks are sudden in nature and may include hurricanes, floods, heat waves, disease outbreaks, terrorism, and more. Chronic stresses can weaken a community on a daily or cyclical basis and may include such elements as poverty, unemployment, inadequate public transportation systems, and climate change. A draft Request for Proposal to conduct a study is included as Attachment #3. The scope of services would: Explore Threats, Assess Vulnerabilities and Risks, Identify Solutions and Prioritize Planning Activities, and Develop a Resilience Plan. Active community and stakeholder engagement is included as part of the overall process.

The study would specifically address community preparedness, resiliency of public infrastructure systems (such as utility restoration, sewer pump stations and traffic signals), and tree protection and preservation issues, as indicated in the After Action Report.

Staff estimates that the total cost to conduct this study could be between \$100,000 to \$200,000, which would be shared equally between the County and City (\$50,000 to \$100,000 each). Staff is seeking Board approval to participate with the City in this study as part of this status report. If approved, the bid award would be brought back to the Board for final approval at the July 11 meeting. Funds are available in the General Fund Contingency account to support this anticipated expenditure.

Discussion of the Five Remaining After Action Report recommendations listed as "in progress":

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

Staff has met with the City's Fire Chief, who oversees the City's emergency preparedness program, to discuss including the City's plan as an annex to the CEMP. The City is currently updating its Incident Management Plan and the plan will be included in the CEMP once complete.

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

Staff has met with representatives from the Apalachee Regional Planning Council (ARPC) and agreed in principle for ARPC to update the Post-Disaster Redevelopment Plan (PDRP) and Disaster Housing Strategy. The County is currently seeking grant funding to offset the cost to update these documents.

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

The Florida Division of Emergency Management (FDEM) has begun the implementation of the AlertFlorida system, and Leon County staff has begun training on the use of the system. Training is expected to be complete this summer.

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

Following the adoption of the proposed administrative rule, the rule was challenged and was subsequently invalidated by an administrative law judge. Accordingly, this issue was addressed during the 2017 Florida Legislative Session. As of this writing, the House and Senate have passed SB 1018, which contains reporting requirements substantially similar to those included in the proposed administrative rule. SB 1018 will become law upon signature by the governor. Once the bill becomes law, staff will update the CEMP with the new statutory requirements.

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

Upon discussion of this recommendation with the Leon County Sheriff's Office and the American Red Cross, staff determined that it requires further analysis of best practices and community standards relative to this issue. Though no conflicts occurred during Hurricane Hermine, individuals designated as sexual predators require a separate shelter or must be segregated from the main shelter population. Staff will continue working to implement a plan to shelter these individuals and will include this plan in the CEMP and/or standard operating guidelines as appropriate once complete.

In conclusion, the Leon County Emergency Management Director will be prepared to provide a brief presentation to the Board as part of this status report. The presentation will serve to launch Leon County's disaster preparedness and readiness activities as described to the Board on May 9, 2017. In addition, the Emergency Management Director's presentation will highlight improvements related to the Hurricane Hermine After Action Report and the new, innovative opportunities available to Emergency Management with the newly aligned function of Community Relations and Resilience.

Options:

1. Accept the status report on the implementation of Hurricane Hermine After Action Report recommendations.
2. Authorize the County's participation with the City of Tallahassee to initiate a Request for Proposals process to conduct a resiliency study as described in this item.
3. Do not accept the status report on the implementation of Hurricane Hermine After Action Report recommendations.
4. Do not authorize the County's participation with the City of Tallahassee to initiate a Request for Proposals process to conduct a resiliency study as described in this item.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Hurricane Hermine After Action Report
2. Table of Hurricane Hermine After Action Report Recommendations
3. Draft Request for Proposals for Resiliency Study

Hurricane Hermine After-Action Report

Report and Recommendations to the Leon County
Board of County Commissioners

December 13, 2016

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Hurricane Hermine After-Action Report

Executive Summary

This After-Action Report details the activities of Leon County and partner agencies in preparing for, responding to, and recovering from Hurricane Hermine, which was the most severe weather event to affect the community since Hurricane Kate in 1985. As is the case with any emergency event or disaster, Hurricane Hermine presented a unique set of challenges for residents and responders which requires careful examination for improvements and refinements. Hermine made landfall as a Category 1 hurricane and passed directly through Leon County, presenting wind gusts of over 60 mph and sustained tropical storm force winds lasting for six hours. The storm left hundreds of downed trees in its wake which damaged homes, blocked numerous roadways, and inflicted extensive damage to electrical infrastructure systems. Nearly 100,000 electric customers lost power due to Hermine, leaving families without basic services in the aftermath of the storm and frustrated by the pace of restoration, amid rumors of delays due to the refusal of additional resources available to assist with the recovery, and expectations related to the reliability of information in the age of social media.

Response and recovery efforts associated with Hurricane Hermine occurred over an extended period of time and required the prolonged cooperation of numerous County and City departments, law enforcement agencies, and other community partners which tested the coordination and execution of resources and the effectiveness of established protocols. However, the implementation of clear plans, policies, and procedures, systematically updated to reflect continuous improvements over time and executed by well-trained professional staff, enabled Leon County and its partner agencies to respond quickly and effectively to meet citizens' needs following the disaster. Additionally, these efforts benefitted immensely from the close coordination facilitated in Leon County's state-of-the-art Emergency Operations Center, which performed at a level commensurate with its design during its first extended activation involving fully-integrated multi-agency staffing over multiple operational periods.

Every emergency exposes different vulnerabilities, tests a community's partnerships differently, and reveals opportunities for improvement in different ways. However, a common element of every emergency is that they all require responding agencies to learn from them so that we remain in a constant state of becoming more prepared for the next one. This principle is fundamental to the field of emergency management. According to the National Incident Management System, which was developed by the U.S. Department of Homeland Security and is universally regarded as the comprehensive national approach to incident management:

Preparedness is essential for effective incident and emergency management and involves engaging in a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action to achieve and maintain readiness to respond to emergencies.

The purpose of this After-Action Report is to build upon the strengths of Leon County Emergency Management and its partnerships with other responding agencies and to identify areas for continuous improvement to enhance our capacity during future incidents. This report reflects a holistic and comprehensive effort, which began even while the County was still in the recovery mode (as recommended by the Federal Emergency Management Agency), to extract every possible lesson learned so that improvements and refinements can be made in order to be better prepared in the future. Following Hurricane Hermine, Leon County Administration and Leon County Emergency Management compiled and analyzed information over a three-month period from five community listening sessions which gathered feedback from over 400 citizens, held eight debriefing meetings with personnel involved in response and recovery efforts, conducted follow-up interviews with key staff, and met with an organized group of local residents to examine their findings. Staff also reviewed numerous planning documents, policies, agreements, training logs, and other records for consistency with the actions taken

Hurricane Hermine After-Action Report

during this emergency event. To assist with the evaluation of specific actions during Hermine and benchmark with industry best practices, the County engaged one of the premier emergency management consulting firms in the nation for its expert and objective guidance. In their review of this After-Action Report, the consulting firm noted that the report is among the most comprehensive, relevant and valuable assessments undertaken in recent history by any local or state entity in the nation. This extensive review led to the development of 110 findings and 80 recommendations to build upon the successful response efforts and refine the areas identified for improvement.

The analysis, findings, and recommendations presented in this After-Action Report are vital for continuously improving Leon County's ability to respond and recover from future disasters. They include recommendations to further enhance the County's emergency plans and overall strategies for emergency management as well as recommendations addressing tactical, operational, technological, and procedural components of the County's response and recovery efforts.

Among all of the findings presented in this After-Action Report, two major recommendations stand out as significant policy initiatives for consideration by the Board of County Commissioners. To continue strengthening the community's readiness and resilience to disasters of this nature, staff has included a recommendation to engage a disaster planning professional in partnership with the City of Tallahassee to evaluate the community's overall vulnerabilities, resiliency, and community expectations associated with a severe weather event. This proposed joint exercise would include a review of public infrastructure from buildings to electric facilities, determine if there is a need for a long-term investment plan to enhance the resiliency of public infrastructure, and evaluate existing tree protection and maintenance practices. The second major policy initiative recommended for Board consideration is to return the emergency management program under the County Commission on a year-round basis. Many of circumstances that supported the 1999 Interlocal Agreement shifting the day-to-day oversight of Leon County Emergency Management to the Sheriff, only to return under the Board in the event of a disaster, are no longer applicable today. In addition, most Florida counties (57 of 67) place the day-to-day responsibilities of emergency management under the Commission's purview, reporting to the County Administrator, as the emergency management field is a confluence of planning and administrative responsibilities with an emphasis on year-round training and intergovernmental coordination. These recommendations and major policy initiatives are the result of voluminous community input and careful examination of the County emergency management operations and responsibilities.

Leon County Government wishes to acknowledge and thank the City of Tallahassee, partner agencies and their staff, local nonprofit service providers, the hundreds of citizens who attended community listening sessions, the Citizens for Responsible Spending Hurricane Hermine Best Practices Task Force, and all other individuals and groups that have shared their thoughts and provided suggestions for this report.

Hurricane Hermine After-Action Report

Summary of Findings and Recommendations:

Finding #1: The community listening sessions held following Hurricane Hermine provided important opportunities to discuss response and ongoing recovery efforts and to learn from citizens about how Leon County Government and partnering response agencies can best meet the needs of the community during future disasters.

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

Finding #2: As evidenced through the community listening sessions and the CRS Task Force report, perceptions and confusion linger regarding the command structure and who is in charge during an emergency.

Finding #3: The confusion regarding the chain of command and reporting structures did not permeate within the EOC as the CEMP explicitly recognizes the LCEM Director as the lead executive in command of emergency operations and responsible for coordination with partner agencies.

Finding #4: Despite any public confusion, the emergency activation and response to Hurricane Hermine represented the greatest level of intergovernmental and partner agency coordination to date, fostering decisive decision-making in a collaborative environment.

Finding #5: The 911 Dispatch (CDA) and the Emergency Operations Center are no longer collocated with the Leon County Sheriff's Office out of necessity. They are now collocated in the Public Safety Complex, which is managed by the County, alongside other intergovernmental public safety resources.

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

Finding #6: Florida Statutes authorizes and encourages municipalities to create municipal emergency management programs which shall be coordinated with the county emergency management agency and be consistent with a county's emergency plan.

Finding #7: LCEM periodically reviews and provides feedback to the City on its Incident Management Plan.

Finding #8: To effectuate the City's incident management objectives, the City employs an Emergency Preparedness Coordinator to serve as the City's central point of contact for emergency management coordination and planning. The City's Emergency Preparedness Coordinator is required to submit requests for state and federal assistance through LCEM during a declared state of emergency.

Finding #9: Since the City maintains its own emergency management program, there is a need for ongoing coordination between the City's Emergency Preparedness staff and Leon County Emergency Management to ensure the greatest level of emergency management coordination and planning.

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

Finding #10: As the central command and control facility for the effective coordinating of disaster management, the County EOC fostered a collaborative environment for partner agencies focused on resolving challenges in the field.

Finding #11: At the local level, the process of activating and coordinating resources between the County, City, and partner agencies has worked well with few exceptions.

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Finding #12: In its review of the County's response and recovery operations associated with Hurricane Hermine, DSI interviewed staff, reviewed the County's CEMP, and found that the County appropriately implemented Hermine operations consistent with the existing CEMP.

Finding #13: The Leon County CEMP is due for an update in accordance with state requirements and as outlined in the CEMP. Hurricane Hermine was a valuable learning experience and provided several opportunities to continually enhance Leon County's emergency preparedness and ability to respond to and recover from disaster events. These opportunities are detailed throughout this report.

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

Finding #14: The PDRP, developed in 2012, is updated on a five-year schedule and should be updated following any disaster event. The PDRP and the Disaster Housing Strategy should be updated to incorporate lessons learned from Hermine.

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

Finding #15: As a result of the Debris Management Plan, the removal of debris along private roads was seamlessly integrated into the recovery plans. However, uncertainty remains regarding FEMA's willingness to fully reimburse the County for these roads.

Finding #16: In light of the three pre-approved temporary debris management sites as identified in the Debris Management Plan having already been inspected and approved by the Florida Department of Environmental Protection, the County was able to immediately accommodate the 200,000 cubic yards of debris gathered throughout the community.

Finding #17: The need for a temporary debris removal site in the northeast was identified following Hurricane Hermine in order to enhance the debris collection process.

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

Finding #18: Many Leon County staff have received both general and position-specific NIMS training. As a result of turnover that naturally occurs in the workforce, however, there is a continual need to identify and provide emergency management training opportunities for County staff.

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

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

Finding #19: Leon County's establishment of the Catastrophe Reserve Fund proved beneficial as protocols were established and funding was readily available to assist with local response and recovery efforts.

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

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Finding #20: The widespread distribution of the Disaster Survival Guide indicates substantial engagement and interest in personal preparedness. The number of printed guides distributed in 2016 declined slightly from the prior year; however, staff expects interest to increase in 2017 in light of Hurricane Hermine.

Finding #21: Leon County's Build Your Bucket event has helped over 350 citizens to become better prepared for disasters in the two years since it was launched.

Finding #22: Partnering with the Capital Medical Society for the May 2016 Citizen Engagement Series event on public safety was successful and provided an opportunity for local physicians to see how public safety services are provided in Leon County.

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

Finding #23: Leon County makes several efforts throughout the year to help citizens become better prepared for disasters. Because citizens systematically misjudge low-probability, high-impact events such as natural disasters, it is often difficult to get people engaged in disaster preparedness. However, the County's personal preparedness initiatives can potentially save lives and protect property and are worth every effort.

Finding #24: Talquin Electric Cooperative and the City of Tallahassee both offer tree removal on private property at no cost to the property owner if, based on a professional assessment, a determination is made that the tree causes a threat to the utility's power lines. Both utilities provide replacement trees to the property owner free of charge.

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

Finding #25: Additional opportunities exist to assess our community's overall disaster vulnerability and resilience.

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

Finding #26: The timely issuance of state of emergency declarations was beneficial and provided the support needed to conduct important emergency response and recovery activities such as debris removal operations and the waiver of building permit fees for citizens.

Finding #27: Despite the extended activation period, the EOC did not experience any shortages of County staff during the Hurricane Hermine operations, due in part to a modification to the County's Personnel Policy that maximizes staffing levels by designating County employees as "EOC Essential" during a Declared State of Local Emergency. This was a lesson learned from Tropical Storm Fay in 2008.

Finding #28: During its first test since the construction of the new Public Safety Complex, the EOC facilitated an unprecedented level of interagency coordination.

Finding #29: Establishing sandbag sites the day prior to Hurricane Hermine was beneficial and many citizens took advantage of this opportunity.

Finding #30: 65% of the City's electric customers and 77% of Talquin's electric customers lost power, reflecting the severity of Hurricane Hermine.

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Finding #31: Closer coordination with state, university, and school partners regarding the timing of announcements related to closures and reopenings would help citizens to plan for returning to school and work.

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

Finding #32: Closer coordination with the EOC would have benefitted Leon County Schools with regard to debris removal needs for roads, sidewalks, and bus stops prior to reopening schools.

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

Finding #33: The Leon County EOC performed exceptionally well during its first significant test. The EOC facilitated the close coordination of a massive amount of information and resources and was a primary factor contributing to the success of response and recovery operations.

Finding #34: During Hurricane Hermine, electrical service to the Public Safety Complex was disrupted and the facility relied on generator power for 25 hours. The Public Safety Complex experienced no disruption of facilities or equipment during the incident.

Finding #35: There were multiple instances of communications outside of the established protocols during Hurricane Hermine that provided contradictory information and led to unnecessary delays. County staff agrees with DSI's assessment that the County should work with the Florida Division of Emergency Management on the use of the SMAA and the submission of requests for assistance through EM Constellation.

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

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

Finding #36: The state's communication and responses through EM Constellation regarding pre-landfall mission requests were inconsistent and not in accordance with FDEM's EM Constellation Standard Operating Procedures. County staff agrees with DSI's assessment that the County should work with the Florida Division of Emergency Management on the use of the SMAA and the submission of requests for assistance through EM Constellation.

Finding #37: The vastly improved GIS system provided important support during Hurricane Hermine, including mapping the locations of emergency shelters, Points of Distribution, and comfort stations; as well as assisting with the damage assessment process following the storm.

Finding #38: The continued utilization of the joint Public Information function provided for consistent information and messaging through official County and City websites.

Finding #39: As provided in the CEMP, Public Information staff in the EOC worked closely with local media partners throughout the incident to keep the media informed about the status and progress of response efforts.

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Finding #40: Three press conferences were hosted during the incident involving County and City elected and appointed officials, providing consistent and unified information to the public and media partners.

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

Finding #41: Partner agencies have responsibilities to their constituencies and customers, which may represent geographic areas beyond Leon County, and conflict with efforts to provide unified, clear, and consistent information.

Finding #42: City Electric and Talquin independently issued public information, advisories, and social media posts during the incident, which in some instances may not have been coordinated or consistent with official communications from the EOC.

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

Finding #43: Social media is a valuable tool for quickly alerting the public to sudden or rapidly developing emergency situations but must be closely monitored for inaccurate information posted and shared by other parties.

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

Finding #44: Social media has the ability to fill in the gap in communication during a disaster when wired communications or electricity fails by directly reaching residents.

Finding #45: Many citizens relied on mobile devices for emergency communications during Hurricane Hermine and opportunities continue to be identified to strengthen the County's ability to communicate with the public via mobile devices.

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

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

Finding #46: Additional opportunities exist for the County to enhance its radio presence during emergencies.

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

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

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

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

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

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

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

Finding #47: County Commissioners were provided regular and comprehensive information on response and recovery efforts but additional information regarding opportunities for elected officials to participate as described above should be communicated with Commissioners as recovery efforts evolve.

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

Finding #48: Despite misinformation originating from the Governor's office, at no point during the Hurricane Hermine response and recovery efforts did Leon County refuse assistance from the State. The County made every effort to avail itself of the resources available from the State as well as community partners.

Finding #49: The City of Tallahassee was steadfast and consistent in its position throughout the recovery that City Utilities would accept help from any person or organization that could accelerate the speed at which they could safely restore power to citizens.

Finding #50: The Governor's communications relative to state and federal disaster declarations were effective and helped to secure resources needed to support response and recovery efforts.

Finding #51: During community listening sessions following Hurricane Hermine, several citizens indicated that they were unaware of 2-1-1 Big Bend and the services it provides.

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

Finding #52: Through coordination at the Leon County EOC, emergency shelters were opened in a timely fashion prior to Hurricane Hermine. 231 citizens and an additional 27 special needs clients and their caregivers utilized the shelters that were established.

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

Finding #53: During Hurricane Hermine, staff observed a need to update the special needs registry questionnaire and enhance outreach to prospective registrants.

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

Finding #54: Based on a lesson learned from Tropical Storm Fay in 2008, Leon County Animal Control now has additional resources available to assist with pet-accessible sheltering operations. However, the Leon County CEMP, Annex 17 – Animal Issues has not been updated since 2007 and does not reflect these additional resources.

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

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Finding #55: The restoration of electrical service to area health care facilities was prioritized, as discussed in Section 4.9.2 of this report. Local health care facilities are required to have emergency plans that include procedures to transport residents, if necessary, due to the effects of extended power outages but chose to remain at their facilities. Administrators of health care facilities are primarily responsible for the implementation of their emergency plans, and assistance in implementing these plans is available from FDOH as specified in the Leon County CEMP.

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

Finding #56: Between calling special needs registrants, providing medical assistance at emergency shelters, and assisting with the assessment of health care facilities following Hurricane Hermine, Leon County EMS' role in support of the Florida Department of Health continues to expand during emergency activations.

Finding #57: Leon County EMS was able to meet service demands throughout Hurricane Hermine by pre-deploying ambulances in the field prior to the storm and utilizing a dynamic staffing model to accommodate an elevated level of demand.

Finding #58: There were no reports of significant increases in crime or looting in the aftermath of Hurricane Hermine.

Finding #59: Mission requests for law enforcement assistance issued through EM Constellation were implemented seamlessly.

Finding #60: Road clearing assistance provided by law enforcement officers in the field immediately following Hurricane Hermine was useful and allowed County and City Public Works crews to focus efforts on clearing larger trees and major roadways.

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

Recommendation 60.2: Identify other County personnel who may be in the field during emergency response operations (e.g., Animal Control, Code Compliance, etc.) and ensure these personnel are provided with bottled water and critical emergency public information that they can share with citizens in the field, such as the location of comfort stations and Points of Distribution.

Finding #61: No missed calls or system outages occurred at the Consolidated Dispatch Agency during Hurricane Hermine.

Finding #62: Pre-deploying Public Works crews at strategic locations throughout the County allowed for a faster and more efficient utilization of resources and accelerated the pace of road clearing efforts following Hurricane Hermine.

Finding #63: County, City, and Talquin staff have discussed and acknowledged the need to deploy Road Clearing Task Force crews during future emergency events.

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

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Finding #64: Communications from the State EOC and Governor Scott regarding assistance with cut and toss operations were unclear and counterproductive to response and recovery efforts. Additionally, FDOT representatives should have contacted the Leon County EOC rather than City staff to communicate the availability of resources following the storm (more discussion is provided in Section 4.1.1 of this report and Recommendation #34.1).

Finding #65: While technical advancements have been made to detect and locate power outages since Hurricane Kate over 30 years ago, the physical task of repairing a line or replacing a pole remains a time-consuming process.

Finding #66: Following disasters involving extensive damage to electrical system infrastructure, repairs to major power transmission lines and substations are prioritized in order to expedite power restoration to the greatest number of customers.

Finding #67: City of Tallahassee Utilities and Talquin Electric followed industry guidelines in the restoration of electrical service following Hurricane Hermine—specifically, by restoring the critical transmission system first, followed by electrical substations, then the restoration of neighborhood-level circuits and sub-circuits.

Finding #68: Following a major disaster, it is difficult to accurately predict how long electrical service may be out. This presents significant challenges to public information efforts, as citizens generally want to know how long the restoration process will take in order to make accommodations for food, lodging, and other needs. During Hurricane Hermine, EOC staff reported that callers to the Citizen Information Line appreciated having information about the locations at which utility personnel were working. The City and Talquin made this information available beginning Tuesday, September 6.

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

Finding #69: Following an internal after action review, City of Tallahassee Electric is exploring ways to improve reporting of power outages through its online mapping application, incorporating public input received during community listening sessions.

Finding #70: The Leon County CEMP provides that the City of Tallahassee and Talquin Electric prioritize restoration of electrical power to vital community resources by coordinating with outside agencies and private entities as needed for the restoration of power. Both agencies maintain mutual aid agreements in order to repair or restore energy systems.

Finding #71: During community listening sessions following Hurricane Hermine, several citizens observed a need to enhance driver awareness during emergency events regarding inoperable traffic signals. Many drivers were unaware that inoperable traffic signals should be treated as a 4-way stop.

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

Finding #72: The Leon County CEMP, Annex 3 – Public Works and Engineering does not list Talquin Electric Cooperative as a support agency similar to the City of Tallahassee, although Talquin is listed elsewhere in the CEMP as an agency with primary responsibility for infrastructure restoration. The Recovery Annex of the CEMP and Annex 3 should be updated for consistency and to reflect the City of Tallahassee and Talquin Electric as the lead agencies for water and wastewater infrastructure restoration.

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

Finding #73: Not all wastewater pump stations are equipped with backup generators. Generators would help in reducing the incidence of sanitary sewer overflows during disasters. The Board of County Commissioners has established a legislative priority for the 2017 Legislative Session to seek hazard mitigation funding for this purpose in partnership with the City.

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

Finding #74: The State of Florida has proposed an administrative rule prescribing certain reporting requirements for pollution events such as sanitary sewer overflows. County and City emergency plans should be updated to reflect the new reporting requirements.

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

Finding #75: The process for requesting mutual aid assistance for bottled water from the State EOC worked seamlessly. Bottled water was shipped immediately and delivered on time to the County staging area, allowing County personnel to quickly distribute the water to areas in need.

Finding #76: During Hurricane Hermine, representatives from the Salvation Army and American Red Cross observed a need to identify a list of predetermined sites throughout Leon County that may be suitable for food service. The Leon County CEMP does not identify these locations.

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

Finding #77: The Board of County Commissioners has established a legislative priority for the 2017 Legislative Session to seek funding to improve the disaster resilience of community centers and other facilities in Leon County that could serve as Points of Distribution or comfort stations.

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

Finding #78: During Hurricane Hermine, many residents needed a location to recharge mobile devices. The County, City, and private sector partners were able to meet this need by opening libraries and community centers and deploying mobile charging stations.

Finding #79: During community listening sessions following Hurricane Hermine, some citizens indicated that they were unaware of the availability of comfort stations despite efforts to promote them through a variety of communications avenues as described above. Citizens suggested creating greater awareness of comfort stations by deploying signage along major roadways.

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

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

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Finding #80: The joint decision made by the County and City to waive permit fees for storm-related repairs was effective and allowed citizens to immediately make emergency home repairs while permit offices were closed.

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

Finding #81: Leon County Public Works and the County's debris removal contractors ultimately collected over 200,000 cubic yards of debris associated with Hurricane Hermine.

Finding #82: Debris removal efforts were communicated by an automated call system and regularly updated maps posted on the EIP.

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

Finding #83: As demonstrated by the initial impact damage assessments accepted by FEMA, Hurricane Hermine caused extensive damage to residential homes across Leon County.

Finding #84: Initial Impact Damage assessment is a function traditionally facilitated by the American Red Cross. However, the County and City together deployed 40 personnel to assist with data collection during Hermine, and the Red Cross and LCEM provided just-in-time training on initial impact damage assessments. These teams were able to conduct a county-wide damage assessment in two days that successfully enabled Leon County to be eligible for FEMA Individual Assistance.

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

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

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

Finding #85: While the CEMP calls for the deployment of Community Recovery Centers (CRC) following a disaster, Leon County and the City of Tallahassee recognized the limited availability of trained volunteers across the region and decided to establish navigation teams to provide this service.

Finding #86: While Leon County and the City of Tallahassee recognized the need to establish navigation teams following Hurricane Hermine to meet the needs of affected citizens, the Leon County CEMP provides for the establishment of a Community Recovery Center (CRC) following a disaster. Staff observed an opportunity to continue to enhance this resource for future emergency events.

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

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

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Finding #87: The utilization of an experienced consultant is vital to navigate the FEMA application and reimbursement process for expenses incurred as a result of Hurricane Hermine.

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

Finding #88: Storm-related damage identified during County and City staff-led initial impact damage assessments and verified by FEMA's Joint Preliminary Damage Assessment Team supported the federal authorization of the Individual Household Assistance program in Leon County.

Finding #89: State Emergency Support Function #18 gathers and provides information regarding the status of businesses that are open following a disaster. Public Information efforts immediately following Hurricane Hermine could have incorporated some of this information to assist citizens in locating stores that could provide disaster relief supplies.

Finding #90: Hospital cafeterias were the restaurant of "choice" as some of the few venues serving cooked meals immediately following Hermine.

Finding #91: State Emergency Support Function #12 is charged with gathering and providing information regarding fuel supplies and the status of gas stations that are open following a disaster. The State EOC did not have readily available information regarding the status of gas stations in Leon County and whether they had backup power for their fuel pumps.

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

Finding #92: The Leon County CEMP is silent regarding the role of Tourism Development staff during emergencies. Staff observed an opportunity to assign Tourism Development staff to the EOC to staff the Hotel Hotline.

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

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

Finding #93: While many hotels throughout the County lost power during Hurricane Hermine, many were able to remain operational as a result of advance planning – either by installing backup generators or by making arrangements in advance to rent backup generators.

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

Finding #94: Many mutual aid agencies arrived in Leon County with hotel arrangements already in place in accordance with standing agreements they have with national hotel chains. This is an industry best practice and should be reflected in all County and City mutual aid agreements.

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

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Finding #95: Although the CEMP provides for conference calls to be initiated when Apalachee Bay falls within the 5-day error cone, LCEM initiated conference calls on August 30 (two days before landfall). However, Hermine was still only a tropical depression at the time.

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

Finding #96: Utilizing a web-based conference call platform would allow for participating agencies to utilize graphics and images to help build a common operating picture among all organizations engaged in emergency response activities.

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

Finding #97: During Hurricane Hermine, staff observed an opportunity to enhance the flexibility of the EOC layout by configuring each EOC computer to allow any County or City employee to access their network.

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

Finding #98: During Hurricane Hermine, staff observed a potential opportunity to streamline response efforts by improving the work order management system utilized during emergencies.

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

Finding #99: Public Information staff must balance the need to keep the media informed about the progress of response activities while also addressing other areas of their responsibility, such as responding to citizen inquiries. This topic is addressed in the CEMP but should be refined.

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

Finding #100: Media partners visiting the EOC requested to observe the activities of response personnel working in the EOC.

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

Finding #101: Many individuals served at the EOC throughout the duration of the activation. Additional training could enhance depth among the EOC support team, allowing the rotation of staff during an emergency activation. This would limit the burden on departments and agencies contributing staff to the EOC.

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

Finding #102: Incident Action Plans were not distributed to all staff in the EOC.

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

Finding #103: Citizen Information Line staff and volunteers could benefit from more frequent situation reports from Public Information Staff in the EOC.

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

Finding #104: During Hurricane Hermine, 2-1-1 Big Bend lost power to its main facility, requiring the agency to relocate to the Public Safety Complex.

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

Finding #105: Future shelter operations should include a plan for registered sex offenders. Though no conflicts occurred during Hurricane Hermine, registered sex offenders require a separate shelter or must be segregated from the main shelter population.

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

Finding #106: Staff from the Leon County Office of Intervention and Detention Alternatives (OIDA) observed a need to ensure that monitoring devices for clients with court-ordered GPS monitoring can operate continually in the event of extended power outages. Batteries on GPS monitoring devices must be charged daily, so in the event of an extended power outage, clients need to have a designated place to recharge their device's battery.

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

Finding #107: Staff observed a need during Hurricane Hermine to improve the process for gathering information from citizen reports made through the Consolidated Dispatch Agency, the Citizen Information Line, and 2-1-1 Big Bend on road conditions and storm-related damage in order to best facilitate response and recovery efforts.

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

Finding #108: The layout of some temporary debris staging areas was restrictive and did not allow for easy access for equipment and staging of debris.

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

Finding #109: Staff observed an opportunity to further enhance the County's ability to assist citizens following a disaster through navigation teams and/or Community Resource Centers.

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

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

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Finding #110: Closer coordination with debris removal and monitoring contractors is needed to ensure that sufficient trucks, equipment, and staffing will be available to fully support future debris operations.

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

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

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

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

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

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1.1 Background

During the early morning of September 2, 2016, Hurricane Hermine struck the coast of Florida just east of St. Marks on a path leading directly through Leon County. Hermine was the first hurricane to make landfall in Florida since Hurricane Wilma in 2005 and was the first hurricane to directly hit Apalachee Bay since Hurricane Alma in 1966. Hurricane Hermine made landfall as a Category 1 storm with sustained winds of up to 80 mph in coastal areas and wind gusts of over 60 mph and sustained tropical storm force winds lasting for a prolonged period of approximately six hours in Leon County. While initial forecasts for Hermine indicated the possibility of extremely heavy rainfall and significant storm surge, Leon County received only approximately 5" of rain associated with Hurricane Hermine. High winds from the storm caused hundreds of downed trees that blocked roadways, destroyed electrical infrastructure systems, and damaged hundreds of homes throughout Leon County. The storm caused widespread power outages affecting thousands of City of Tallahassee and Talquin Electric Cooperative customers. Nearly 100,000 electric customers lost power immediately following Hurricane Hermine, many of whom experienced extended outages for a period of several days following the storm.

Leon County Emergency Management (LCEM) staff closely monitored Hurricane Hermine for 18 days as it approached Florida. Consistent with the provisions of the Leon County Comprehensive Emergency Management Plan (CEMP), LCEM began in the days prior to Hermine's landfall to make preparations for the storm, coordinate the activities of participating response agencies, and implement protective measures to safeguard the health and welfare of Leon County citizens. LCEM began conducting conference calls to coordinate information and response efforts with partner agencies on Tuesday, August 30 while Hermine was still classified as a tropical depression. LCEM activated the Leon County Emergency Operations Center (EOC) partially on August 31 and fully on September 1, 2016. In accordance with Florida Statutes and the County's CEMP, the Chairman of the Leon County Board of County Commissioners declared a Local State of Emergency on September 1, which allowed the County to take emergency measures to protect citizens in the conduct of short-term response and recovery efforts. Leon County worked with its partner agencies to establish emergency shelters, including special needs shelters and pet-accessible shelters, to ensure citizens' safety during the height of the storm; activate agreements for mutual aid assistance; and pre-deploy Public Works crews and first responders throughout the County to begin response efforts as quickly as possible following the storm.

Immediately after Hurricane Hermine had passed, Leon County Government and its partner agencies continued the systematic implementation of emergency plans and protocols in the conduct of short-term response activities. First response agencies such as Leon County EMS, the Leon County Sheriff's Office, and the Tallahassee Police and Fire Departments responded to calls for service immediately to address citizens' critical health and life safety issues. Public Works crews dispatched from their strategic pre-deployment locations to clear roads and sidewalks of storm debris. Electric crews for the City of Tallahassee and Talquin Electric, with the assistance of hundreds of mutual aid personnel from other agencies, began the process of repairing the power grid and restoring electrical service to citizens. Public information staff worked around the clock in the EOC disseminating critical emergency information to keep citizens informed on the status and progress of the overall response.

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As the focus shifted from response to long-term recovery efforts, Leon County and partner agencies began the work of restoring the community to a normal state. For citizens experiencing extended power outages, County and City staff worked with community partners to distribute emergency food, bottled water, and hygiene supplies and established comfort stations for citizens to cool off and charge their mobile devices while crews worked to restore power. In following the Debris Management Plan, Leon County and the City of Tallahassee activated third-party debris removal contractors to haul storm debris from every road throughout the County. Public Works and Solid Waste crews staged, processed, and disposed of the debris. The County, City, and Red Cross teams canvassed the community and conducted initial damage assessments to support a potential request for federal assistance. The County and City jointly established navigator teams to help citizens get needed information about processing insurance claims and applying for disaster assistance. To further help citizens make storm-related repairs to their homes as quickly as possible, the County and City waived building permit and growth management fees and delayed inspection requirements for work performed by a licensed contractor.

Throughout Hurricane Hermine, staff provided the Board with comprehensive updates during each phase of the event, including twice-daily emails on the status and progress of emergency response and recovery efforts, a special meeting of the Board on September 6, and a status report agenda item presented to the Board at its regular meeting on September 13.

After any emergency event, an After-Action Report is compiled to assess the plans, preparations, response, and recovery efforts associated with the emergency activation for Hurricane Hermine. This After-Action Report highlights the strengths of these efforts and identifies recommendations to further enhancement to strengthen the County's emergency management program in anticipation of future emergency incidents.

1.2 Report Methodology

Leon County Emergency Management (LCEM) and Leon County Administration conducted a thorough evaluation of the specific actions taken during the activation of the Emergency Operations Center for Hurricane Hermine. This review examines the actions taken by LCEM and partner agencies for consistency with the County's CEMP, Debris Management Plan, and the National Incident Management System, all of which prescribe the basic strategies, objectives, operational goals, and actions to be taken throughout the various phases of emergency events including a hurricane. Understanding that each emergency poses a unique set of challenges, the After-Action Report is designed to identify how these plans, processes, and protocols were successfully applied during Hermine as well as any unanticipated deficiencies encountered by emergency managers that require specific improvement or action. Given the uncertainty and infrequency of disasters for emergency managers to validate their response strategies, FEMA encourages the compilation of after action reports within 120 days of the event to reflect upon operational effectiveness and implementation of needed system improvements for future emergencies.

To assist with the evaluation of specific actions associated with the emergency activation for Hurricane Hermine, from emergency planning and training to response and recovery efforts at the operational level, the County Administrator engaged a credentialed emergency management and homeland security services consulting firm headquartered in Leon County to ensure that industry best practices are acknowledged and achieved in future response efforts. Disaster, Strategies & Ideas Group LLC (DSI) works with federal, state,

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regional, and local government agencies to develop and review a wide array of preparedness plans. DSI's team of professionals furnished independent, specialized, and unfettered consulting advice for this report through their collective experience and expertise. Guided by the former Director of Emergency Management for both the State of Florida and North Carolina, the leadership team at DSI includes expert planners; training and exercise professionals; preparedness, response and recovery experts; auditors; public assistance consultants; individual assistance professionals; mitigation program managers; and, information technology experts. DSI's guidance and recommendations are incorporated throughout this the After-Action Report.

As with any post-incident report of this significance, the County's After-Action Report is reflective of the collaboration and input of partner agencies to fully document the successful response strategies and potential remedies to encountered problems. Over a period of several weeks following Hurricane Hermine, staff followed FEMA's guidance on post-incident reports for identifying operational lessons learned by conducting a thorough review of state and local emergency management documents, procedural manuals, and analyzing feedback collected on the preparedness, response, and recovery efforts of Leon County and partner agencies. For this report, staff gathered input from emergency response professionals, participants, front line personnel activated during the incident, an independent citizen task force, members of the community through town hall listening sessions, and other community partners in the preparation of this report.

In collaboration with the City of Tallahassee and the Leon County Sheriff's Office, five community listening sessions were held throughout the County and seven staff debriefing meetings were conducted with key personnel from County and City departments to elicit feedback on the hurricane response and recovery efforts. Over the course of a month, County and City staff actively participated in the Citizens for Responsible Spending Post-Hurricane Recovery Best Practices Task Force meetings as an information resource leading up to its recommendations to improve community preparedness and response to hurricanes. Staff also reviewed area media coverage, video content, and social media posts associated with Hurricane Hermine in an effort to gauge public perceptions and identify the root information sources (TV news, radio, blog, etc.).

Upon analyzing the information collected and following up with key department personnel for further input, staff compiled an assessment of the County's emergency activation and response tactics to identify strengths, weaknesses, and specific recommendations for continued improvement. After conducting interviews with emergency managers and reviewing this report with County Administration, DSI provided insights and recommendations based on their professional expertise across the emergency management spectrum. It is important to note while the EOC serves as a central command and control facility for the effective coordination of disaster management functions, and pre- and post-storm operational decisions are determined by the LCEM Director, each partner agency maintains direct control of its field assets in order to make the tactical decisions necessary toward the fulfillment of incident management objectives. With DSI's command of emergency management responsibilities and response techniques, the findings and recommendations identified herein include well-executed response activities, opportunities to strengthen practices and protocols, and areas identified to improve future emergency operations based on the actions taken by LCEM, County departments, and other partner agencies activated in the EOC.

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1.3 Organization of the Report

This After-Action Report provides an extensive summary of Leon County's emergency operations prior to, during, and immediately following Hurricane Hermine. The report presents a series of specific findings and recommendations designed to highlight best practices that can be utilized during future emergency activations and to enhance Leon County's ability to protect life and property in the event of future large-scale emergencies. Specific findings and recommendations for improvement, as well as successful response strategies, are clearly identified throughout this assessment and summarized in the conclusion of the report (Section 6). In many cases, the findings and recommendations in this report are applicable beyond hurricane events and will enhance Leon County's overall preparedness to respond to various emergency incidents.

The After-Action Report was developed and structured based on FEMA's guidance for compiling post-incident reports for identifying lessons learned. The report is organized as follows:

- **Section 1: Introduction**
Provides background information about the plans, preparedness, response, and recovery efforts of Leon County and partner agencies during Hurricane Hermine; outlines the methodology and organization of this After-Action Report; and describes the structure of the emergency management function in Leon County.
- **Section 2: Planning, Training, and Community Preparedness Efforts**
Details efforts taken by Leon County and community partners related to planning, training, mitigation efforts, and community preparedness initiatives.
- **Section 3: Overview of Hurricane Hermine and its Impacts**
Describes Hurricane Hermine's development, path, and storm-related impacts to infrastructure systems and private property.
- **Section 4: Hurricane Hermine Preparedness, Response and Recovery**
Provides summaries, assessments, findings, and recommendations on the emergency activation efforts including preparations immediately prior to the storm; actions and strategies undertaken to address the impacts (downed trees, road blockages, electrical outages, food and water distribution, comfort stations, etc.); and the long-term recovery efforts (debris removal, damage assessments, FEMA assistance and reimbursement, etc.)
- **Section 5: Additional Opportunities and Recommendations**
Provides a compilation of additional observations, generally more technical and/or operational in nature, identified as a result of Hurricane Hermine along with recommendations for staff to address internally.
- **Section 6: Conclusion**
Provides a conclusion of the After-Action Report including a list of the findings and recommendations identified in this assessment to improve future emergency operations.
- **Section 7: Appendices**
Following the conclusion of the report, several appendices are included containing plans, documents, and other materials referenced throughout this report.

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1.4 Citizen Engagement and Community Feedback

On September 7, 2016, Chairman Proctor, Mayor Gillum, and Sheriff Wood held a public meeting to discuss the ongoing response and recovery efforts related to Hurricane Hermine. In addition to each party supporting continued cooperation and coordination of efforts, the Chairman and Mayor expressed the need to host a series of jointly conducted community listening sessions throughout the City and unincorporated area of the County. The need to pinpoint the continually evolving needs of the community, along with the appropriate resources to address those needs, required engaging citizens directly so that County, City, and Sheriff's Office officials could hear first-hand about their evolving needs and to gain their fresh observations about how the hurricane impacted their homes, neighborhoods, and families.

The Sheriff, County Administrator, City Manager, LCEM Director, and other key emergency support staff attended each of the five community listening sessions to provide the most up to date information, gather feedback, and provide citizens the opportunity to direct questions or concerns to any of the participants. These five listening sessions engaged over 400 citizens at locations throughout the community in the weeks following Hurricane Hermine:

- Monday, Sept. 19 – Bethel AME, 501 W Orange Ave.
- Wednesday, Sept. 21 – Woodville Community Center, 8000 Old Woodville Rd.
- Thursday, Sept. 22 – Eastside Branch Library, 1583 Pedrick Rd.
- Monday, Sept. 26 – Fire Station #4, 2899 W. Pensacola St.
- Tuesday, Sept. 27 – St. Peter's Anglican Church, 4784 Thomasville Rd.

The citizen engagement and community listening sessions provided important opportunities to discuss response and ongoing recovery efforts and to learn from citizens about how Leon County and partnering response agencies can best meet the needs of the community in future disaster events. Due to the nature of the storm and the feedback received from participants, there were several recurring themes identified through these listening sessions. Table 1 identifies several of the principal themes that emerged from the community listening sessions and the corresponding findings and sections of this report that provide a discussion of each theme. The rows highlighted in orange represent pre-storm planning and preparation activities.

Table 1: Principal themes from the Hurricane Hermine community listening sessions

Theme:	Related Finding(s) & Recommendation(s):	Report Section(s):
Hazard mitigation related to electrical infrastructure, such as tree maintenance and underground electric	Finding #24 Recommendation #24.1	2.4.4
Coordination and parity with the State and Leon County Schools regarding the announcement of office and school closures	Findings #31, #32 Recommendations #31.1, #32.1	3.6
Need for enhanced personal and neighborhood-level disaster preparedness	Findings #20, #21, #22, #23 Recommendation #22.1	2.4.1 2.4.2 2.4.3 2.4.5

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Planning, training, exercises, and preparedness among emergency management response agencies	Finding #18 Recommendations #18.1, #18.2	2.2
Timing and process of power restoration including the utilization of mutual aid assistance and visibility of response efforts	Findings #64, #65, #66, #67, #68, #69, #70 Recommendations #67.1, #69.1, #70.1	4.9.2
Methods and content of communications and emergency public information	Findings #37, #38, #39, #40, #41, #42, #43, #44, #45 Recommendations #39.1, #41.1, #42.1, #44.1, #44.2, #45.1, #45.2, #45.3, #45.4, #45.5, #45.6, #45.7	4.2 4.2.1 4.2.2 4.2.3 4.2.4 4.2.5
Availability of assistance for home repairs, tree removal, and social services	Findings #23, #50, #79, #84, #85 Recommendations #23.1, #50.1, #79.1, #85.1, #85.2	2.4.4 4.3 4.12 4.16
Timing and process of debris removal efforts	Findings #14, #15, #16, #80, #81 Recommendations #16.1, #81.1	2.1.4 4.14

In addition to community listening sessions, staff also participated in a series of meetings conducted by the Citizens for Responsible Spending Post-Hurricane Recovery Best Practices Task Force (CRS Task Force). This citizen group held several meetings following Hermine to discuss the community's preparedness and response, and to provide recommendations for continued improvement in the event of future hurricanes or severe storms. The Task Force issued its final report on October 24, 2016 which included 22 specific recommendations for the planning, response, and recovery phases of an emergency event (Appendix B). As part of its assessment of response and recovery efforts associated with Hurricane Hermine, the DSI Group also reviewed the CRS Task Force's report and recommended that the County factor its recommendations into its overall strategy for improvement. Table 2 identifies several of the principal themes and recommendations presented in CRS Task Force's report which shares many similarities to the feedback received through the community listening sessions.

Table 2: Principal themes and recommendations of the CRS Post-Hurricane Recovery Best Practices Task Force

Theme/Recommendation	Related Finding(s) & Recommendation(s)	Report Section(s)
Disaster response training should occur regularly and at least at the onset of the annual hurricane season	Finding #18 Recommendations #18.1, #18.2	2.2
Work with local media outlets to regularly educate and advise citizens on basic storm preparation	Findings #19, #20, #21, #22 Recommendation #21.1	2.4 2.4.1 2.4.2 2.4.3

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County and City should jointly study hazard mitigation issues related to electrical infrastructure and tree maintenance	Findings #23, #24 Recommendations #23.1, #24.1	2.1.2 2.4.4 2.4.5
In advance of a storm, staging areas and points of distribution should be established and communicated to the public.	Findings #37, #74, #75, #76, #77 Recommendations #75.1, #76.1	4.2.1 4.10
In advance of a storm, negotiate with FDOT for assistance in early removal of downed trees.	Findings #34, #35, #63 Recommendations #34.1, #34.2	4.1.1 4.9.1
Need for one trusted source of information to rely on for accurate and timely information. Must be careful not to share information that has not been approved and released by appropriate official.	Findings #37, #38, #39, #40, #41, #42, #45, #46 Recommendations #39.1, #41.1, #42.1, #45.1, #45.2, #45.3, #45.4, #45.5, #45.6, #45.7, #46.1	4.2 4.2.1 4.2.2 4.2.3 4.2.5 4.2.6
Emphasis on outgoing communications utilizing social media and mobile applications to keep the public informed of efforts including restoration priorities	Findings #42, #43, #44 Recommendations #42.1, #44.1, #44.2	4.2.3 4.2.4
Provide real-time information on the status of local businesses such as grocery stores, gas stations, and hotel vacancies.	Findings #88, #89, #90, #91 Recommendations #90.1, #91.1, #91.2	4.18 4.18.1 4.18.2 4.18.3

Although many of the themes and recommendations identified in Table 1 and Table 2 affirm emergency management practices that are currently in place, some recommendations identify areas for improvements that are contemplated throughout this After-Action Report. For quick reference, these tables list the corresponding findings, recommendations, and sections of the report to review additional information relating to each theme and/or recommendation.

Finding #1: The community listening sessions held following Hurricane Hermine provided important opportunities to discuss response and ongoing recovery efforts and to learn from citizens about how Leon County Government and partnering response agencies can best meet the needs of the community during future disasters.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Administration

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1.5 Structure of the Emergency Management Function in Leon County

Once Hurricane Hermine passed through the area leaving many residents without electricity, water, or clear passage to travel on the roadways, some residents were not aware of how, or whom, to report these issues. This confusion is understandable since there have been infrequent mass emergency events over the past 30 years dating back to Hurricane Kate. The general public was likely exposed to the preparation messages by multiple jurisdictions (State, County, City) just before the storm, followed by multiple response efforts shared on digital platforms relating to the restoration efforts (road clearing, utilities, comfort stations) by multiple jurisdictions. The CRS Task Force Report concurred that the chain of command and reporting structure at the EOC was unclear during the disaster. Aware of these concerns during the emergency Commission meeting on September 6, the Board directed the County Attorney's Office to prepare a memorandum regarding Leon County's emergency management powers and structure in a declared state of emergency (Appendix C).

LCEM is one of only ten county emergency management programs in Florida to report to the Sheriff's Office on a day-to-day basis but transfers to the Board during a local state of emergency. While frustrated residents may have been unsure who to contact or who could best address their concerns, this confusion over the chain of command and reporting structures did not permeate among the staffing ranks within the EOC due to the existing protocols in place. To eliminate confusion during a disaster, the County's CEMP explicitly recognizes the LCEM Director as the lead executive in command of emergency operations and responsible for coordination with partner agencies. As a result, the activation and response to Hurricane Hermine represented the greatest level of intergovernmental and partner agency coordination to date and fostered decisive decision-making in a collaborative environment. In the first extended activation of the new County EOC, 30 separate agencies were represented during the Hermine incident with typical shifts involving over 120 personnel. An additional 35 citizen volunteers (non-employees) supplemented these efforts by staffing the Citizen Information Line, discussed in further detail in Section 4.3 of this report.

This section of the report expounds on the emergency powers presented in the County Attorney's memorandum to provide clarity regarding the working roles and coordination between the State, County, and City during an emergency event. In addition, specific findings and recommendations are presented herein to enhance the operational effectiveness, coordination, perception relative to the structure of emergency management in Leon County.

1.5.1 State of Florida

The Governor of Florida is responsible (statutorily and constitutionally) for meeting the needs of the state and its people in the event of emergencies and disasters. According to the State of Florida CEMP, the Governor may assume direct operational control over all or any part of the emergency management functions within the state once a state of emergency has been declared by executive order. The State CEMP calls for the State Coordinating Officer (SCO), generally the Director of the Florida Division of Emergency Management (FDEM), to be the authorized representative of the Governor charged with managing and coordinating state and local emergency response and recovery efforts.

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1.5.2 Interlocal Agreement with the Leon County Sheriff's Office

As previously stated, LCEM is a division of the Leon County Sheriff's Office based on an Interlocal Agreement approved by the Board of County Commissioners in 1999 that transferred the day-to-day oversight of LCEM to the Sheriff. Pursuant to Section 252.38, Florida Statutes, the director of each county emergency management agency in Florida is appointed by the Board of County Commissioners or the chief administrative officer of the county; however, the statute also allows for a county constitutional officer (or an employee of a constitutional officer) to be appointed as the county emergency management director. Under the Sheriff, LCEM operates year-round out of the Leon County Emergency Operations Center (EOC) located within the state-of-the-art Public Safety Complex.

At the time of the Interlocal Agreement with the Sheriff, there were several emergency functions physically collocated at the Leon County Sheriff's Office which supported the alignment of LCEM under the County Sheriff. These functions included the 911 dispatch system, the physical and hardened space housing LCEM, along with the electrical and information technology infrastructure to support these services in a time of emergency. Since that time, the Consolidated Dispatch Agency (CDA) was created as a standalone agency, which includes the Sheriff, and was placed in the new Public Safety Complex. The EOC, along with other intergovernmental public safety resources, have also relocated to the Public Safety Complex which is physically managed by the County.

The emergency management field is a confluence of planning and administrative responsibilities with an emphasis on year-round training activities and intergovernmental and partner coordination. Law enforcement, much like utility restoration or debris clearing and removal, is just one of many vital support functions in the event of a disaster. Emergency management also involves the coordination of public works, communications, information technology and geographic information systems, volunteer services, services provided by partner organizations, emergency shelters, and many other critical functions, insofar as the Board may wish to consider returning this function back to the County Commission year-round.

For the overwhelming majority of Florida counties (57 of 67), the day-to-day functions of emergency management are carried out as a department under a County Administrator and subject to the policies and procedures established by the Board of County Commissioners. Most of the remaining 10 counties are fiscally constrained and utilize their Sheriff's Office, including sworn law enforcement officers, due to limited resources. Should the Board wish to discontinue the existing LCEM reporting structure, the Interlocal Agreement with the Sheriff's Office requires a 60 day written notice of intent. Returning LCEM under the Board, reporting to the County Administrator, would more align the County's emergency management function with other Florida counties and help streamline year-round operational matters including staffing, training, and deployment opportunities.

Finding #2: As evidenced through the community listening sessions and the CRS Task Force report, perceptions and confusion linger regarding the command structure and who is in charge during an emergency.

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Finding #3: The confusion regarding the chain of command and reporting structures did not permeate within the EOC as the CEMP explicitly recognizes the LCEM Director as the lead executive in command of emergency operations and responsible for coordination with partner agencies.

Finding #4: Despite any public confusion, the emergency activation and response to Hurricane Hermine represented the greatest level of intergovernmental and partner agency coordination to date, fostering decisive decision-making in a collaborative environment.

Finding #5: The 911 Dispatch (CDA) and the Emergency Operations Center are no longer collocated with the Leon County Sheriff's Office out of necessity. They are now collocated in the Public Safety Complex, which is managed by the County, alongside other intergovernmental public safety resources.

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

Lead Agencies: Leon County Administration

1.5.3 City of Tallahassee Incident Management Plan

Section 252.38, Florida Statutes authorizes and encourages municipalities to create municipal emergency management programs. Such programs shall be coordinated with the county emergency management agency and be consistent with a county's emergency plan. In the event that a municipality does not have an emergency management program, it shall be governed by the county emergency management agency. The City of Tallahassee has an Emergency Management Program and adopted a plan, as contemplated in Section 252.38(2), as an all-hazard emergency guide based on the National Incident Management System. While the City's plan is consistent with the County's CEMP, Rule 27P-6.010 of the Florida Administrative Code enables the County to periodically review the City's plan to determine compliance with the established statutory criteria and existing CEMPs. In recent years, LCEM has reviewed and provided informal feedback to the City on its Incident Management Plan. In its review of the County's CEMP and this After-Action Report, DSI recommended that the City's Incident Management Plan be included as an annex to the County's CEMP.

Leon County's CEMP calls for close intergovernmental coordination with the City given its role as a service provider and capacity to marshal resources, all of which were on display at the EOC during the Hermine activation. Like the County CEMP, the City's Incident Management Plan follows NIMS and the Incident Command System by defining the roles and responsibilities of City employees and related agencies during an emergency. It covers the sequence of events that should occur before, during, and after an emergency. Each City department is responsible for maintaining supplemental procedures based upon the City's Incident Management Plan. Consistent with the Leon County CEMP, the City Manager or his/her designee will mobilize City resources and personnel during an emergency to achieve overall incident management objectives identified by the County EOC.

To effectuate its incident management objectives, the City created an Emergency Preparedness Coordinator (EPC) position in 1995 to serve as the City's central point of contact for emergency management coordination and planning. The City's EPC is a full-

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time emergency management professional with relevant experience in both municipal and county government. The office of the EPC is located at Fire Station #3 on South Monroe Street, requiring coordination and planning between the City and LCEM to take place via telephone calls, emails, or meetings. During Hermine, the City's EPC served in the County EOC throughout the activation to assist LCEM with situational awareness regarding the deployment of City resources and to coordinate resource requests through the County.

In accordance with National Incident Management Systems (NIMS), as well as the State and County CEMPs, the City's EPC is required to coordinate its requests for state or federal assistance through LCEM during a declared state of emergency. This is referred to as centralized resource ordering and is the preferred method of resource management under NIMS because it creates a hierarchy for resource requests within government jurisdictions which serves as another recognition of LCEM's jurisdiction over the entire County during a disaster.

Finding #6: Florida Statutes authorizes and encourages municipalities to create municipal emergency management programs which shall be coordinated with the county emergency management agency and be consistent with a county's emergency plan.

Finding #7: LCEM periodically reviews and provides feedback to the City on its Incident Management Plan.

Finding #8: To effectuate the City's incident management objectives, the City employs an Emergency Preparedness Coordinator to serve as the City's central point of contact for emergency management coordination and planning. The City's Emergency Preparedness Coordinator is required to submit requests for state and federal assistance through LCEM during a declared state of emergency.

Finding #9: Since the City maintains its own emergency management program, there is a need for ongoing coordination between the City's Emergency Preparedness staff and Leon County Emergency Management to ensure the greatest level of emergency management coordination and planning.

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

Lead Agencies: Leon County Emergency Management

1.5.4 Role of the Leon County Emergency Operations Center

Hurricane Hermine was the first test for the new EOC since the construction of the Public Safety Complex, as it involved fully integrated County and City staff as well as other partner agency representatives in the EOC over multiple operational periods. This extended emergency activation required the prolonged cooperation of all of these entities and the systematic and timely execution of emergency plans, procedures, and protocols to meet the needs of the community during and after the storm. While this section of the After-Action Report provides discussion about the structure of the EOC, Section 4.1 provides much greater detail about how the EOC facilitated the massive coordination of information, personnel, supplies, equipment, and other resources required during Hurricane Hermine in the execution of established emergency plans and protocols.

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In anticipation of weather related emergencies, Leon County Administration works in conjunction with LCEM to monitor the severity of the threat and determine an appropriate course of action. Once a determination is made that there is an emergent threat, County Administration leads the efforts to secure the Chairperson's signature for a Declaration of a Local State of Emergency, coordinates resources across County departments, and directs the necessary personnel to the EOC. The LCEM Director ensures other critical organizations and agencies are prepared to activate and allocate staff resources to the EOC through the regular use of conference calls. A detailed discussion about preparations made in the EOC specifically during Hurricane Hermine is included in Section 3.3 of this report.

Upon activation, the Leon County EOC serves as a central command and control facility for the effective coordination of disaster management functions during an emergency. The core functions of the EOC are to collect, gather and analyze data; make decisions that protect life and property; maintain continuity of government operations; and communicate critical operational information with all concerned agencies and individuals. The LCEM Director generally makes pre- and post-storm operational decisions rather than directly controlling field assets. Based on the operational decisions made at the EOC, each participating agency makes the tactical decisions necessary to direct its field assets toward the fulfillment of incident management objectives. For example, the LCEM Director may determine the need to open a storm shelter but does not have the authority to compel Red Cross employees to open and staff the shelter nor require the Tallahassee Police Department to post officers on site. Fortunately, participating agencies work together to collectively resolve challenges and rely on the guidance offered by the respective emergency plans.

For the coordination of short-term and synchronized recovery activities, the LCEM Director serves as the recognized Coordinating Officer and point of contact for the community, participating local agencies, and the Florida Division of Emergency Management. Once the short-term recovery objectives have been met and long-term recovery begins, leadership transitions to the primary agency representatives (i.e. County Administration, City Administration, Talquin Electric Cooperative).

The next section of this After-Action Report details the year-round planning, training, and measures taken under the existing policies and protocols that govern emergency management in Leon County. The information provided in the overview of Hurricane Hermine offers a scope of the emergency event including the size, strength, and path of the storm is critical to the context in which decisions are made by the EOC and participating agencies in preparation for the storm. Those operational decision points, response activities, and recovery efforts are detailed in Section 4 of the After-Action Report.

Finding #10: As the central command and control facility for the effective coordinating of disaster management, the County EOC fostered a collaborative environment for partner agencies focused on resolving challenges in the field.

Finding #11: At the local level, the process of activating and coordinating resources between the County, City, and partner agencies has worked well with few exceptions.

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2.0 Planning, Training, and Community Preparedness Efforts

Leon County Emergency Management (LCEM) works year-round to plan, train, and prepare for emergency events. LCEM coordinates with a variety of Leon County departments, City of Tallahassee agencies, and outside organizations throughout the year to prepare vital resources in the event of an emergency. This section of the Hurricane Hermine After-Action Report includes an assessment of the various emergency plans and strategies in place to ensure the community's readiness to respond to disasters.

2.1 Emergency Plans and Protocols

Leon County has adopted a variety of emergency plans and protocols that govern the activities of emergency response personnel following an incident. Together, these documents provide a strategic and consistent framework with regard to pre- and post-disaster actions to keep the community safe and well-informed during emergency events.

2.1.1 Comprehensive Emergency Management Plan

Chapter 252, Florida Statutes requires all Florida counties to take precautionary steps to prepare for emergencies by developing an emergency management plan that is coordinated and consistent with the State of Florida Comprehensive Emergency Management Plan. The Leon County Comprehensive Emergency Management Plan (CEMP) was developed in accordance with Chapter 252. In its review of the County's CEMP, DSI found the CEMP to be consistent with FEMA Comprehensive Preparedness Guide 101, *Developing and Maintaining Emergency Operations Plans*. The CEMP is the guide by which Leon County prepares for, responds to, and recovers from emergency events including Hurricane Hermine. Each emergency event is unique and requires different types and degrees of response and recovery actions. Accordingly, the CEMP reflects an all-hazards approach that describes the basic strategies, assumptions, operational goals and objectives, and mechanisms by which the County will mobilize resources and conduct activities to guide and support emergency management efforts. The approach outlined in the CEMP applies to all phases of emergency management – preparedness, response, recovery, and mitigation. DSI reports that the County appropriately implemented Hermine operations consistent with the existing CEMP.

The Leon County CEMP follows the National Incident Management System (NIMS). On September 13, 2005, the Leon County Board of County Commissioners adopted NIMS as the standard for incident management in Leon County. Adoption of NIMS by state and local organizations is a condition for federal preparedness assistance through grants, contracts, and other activities. NIMS provides a consistent nationwide framework and approach to enable government at all levels, the private sector, and nongovernmental organizations to work together during emergencies, regardless of the incident's cause, size, location, or complexity. It provides a common system and vocabulary that facilitates communication among emergency management and response personnel within and across agencies and jurisdictions. Many personnel from Leon County, the City of Tallahassee, the Leon County Sheriff's Office, and partnering response agencies have received NIMS training, contributing to the efficiency and fluidity of operations within the Leon County EOC as described in Section 4.1 of this report.

The Leon County CEMP is divided into three sections (Basic Plan, Recovery Annex, and Mitigation Annex). The Basic Plan section contains preparedness and response elements

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including general information about hazards in our community, geography, demographics, continuity of operations, responsibilities, financial management, and specific references to standard operating guides, supporting plans, and County and State authority to implement the CEMP. The Recovery Annex provides directions and steps the County must take to recover from an event by:

- Implementing damage assessment processes
- Opening disaster recovery centers to assist residents
- Managing debris
- Keeping citizens informed through community relations
- Identifying unmet needs, and
- Providing emergency housing for citizens

The Mitigation Annex contains the process for identifying mitigation projects, identifying sources of funding for projects, and providing mitigation education. This annex discusses the Tallahassee-Leon County Local Mitigation Strategy, discussed in further detail in Section 2.1.2 below. The Leon County CEMP is included for reference in Appendix D to this After-Action Report.

The latest revision to the CEMP was approved by the Florida Division of Emergency Management in 2012 and is required to be updated again before 2017. However, in order to best utilize the opportunity to incorporate lessons learned and best practices identified during Hurricane Hermine, LCEM has requested an extension from the Florida Division of Emergency Management (FDEM) in order to incorporate the feedback and recommendations contained in this After-Action Report. FDEM subsequently approved an extension until February 2017 to update the Leon County CEMP.

Finding #12: In its review of the County's response and recovery operations associated with Hurricane Hermine, DSI interviewed staff, reviewed the County's CEMP, and found that the County appropriately implemented Hermine operations consistent with the existing CEMP.

Finding #13: The Leon County CEMP is due for an update in accordance with state requirements and as outlined in the CEMP. Hurricane Hermine was a valuable learning experience and provided several opportunities to continually enhance Leon County's emergency preparedness and ability to respond to and recover from disaster events. These opportunities are detailed throughout this report.

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

Lead Agencies: Leon County Emergency Management

2.1.2 Local Mitigation Strategy

Some of the damage caused by severe weather or other emergencies can be minimized or eliminated by mitigating the effects of these incidents to protect property and infrastructure. In the summer of 1998, the Florida Department of Community Affairs (DCA) provided funding to all Florida counties and municipalities to assist in preparing a comprehensive Local Mitigation Strategy (LMS) for each jurisdiction.

The Tallahassee-Leon County LMS was first adopted in the fall of 2000 by the Leon County Board of County Commissioners and the Tallahassee City Commission and has been updated every five years since its adoption. The LMS is a joint product of the

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participating local governments and represents a comprehensive set of goals, initiatives, programs, and capital projects intended to reduce risks for the citizens of both unincorporated and incorporated areas of Leon County. The LMS does so by:

- Identifying hazards to which the County is vulnerable, such as hurricanes, tornadoes, floods, fires, and hazardous materials releases;
- Determining where the community is most vulnerable to these hazards;
- Assessing the facilities and structures that are most vulnerable to hazards;
- Preparing a prioritized list of mitigation projects to take advantage of available funding;
- Identifying funding sources for the mitigation projects; and
- Making hazard awareness and education a community goal.

Since its initial development, the LMS has been a critically important element of local planning efforts to reduce risk to Leon County citizens and their property from the effects of hazards. The LMS identifies specific strategies and initiatives to mitigate risks associated with disasters and emergency events. As an example, one initiative included in the LMS was the construction of a joint EOC. Efforts during Hurricane Hermine specifically were enhanced by the continued implementation and evolution of the LMS – for example, the LMS provides for the development of an emergency notification system for all hazards (discussed in Section 4.2.1 of this report), continuous identification of training opportunities for emergency responders (Section 2.2), and provision of community-based emergency shelters throughout the County (Section 4.4), among many other mitigation initiatives.

2.1.3 Post-Disaster Redevelopment Plan and Disaster Housing Strategy

Leon County, in collaboration with the City of Tallahassee, developed the Leon County Post-Disaster Redevelopment Plan (PDRP) in 2012 to provide a framework to guide decisions for intermediate and long-term recovery and mitigation after a major disaster. The PDRP is coordinated with the Leon County Comprehensive Emergency Management Plan, the Tallahassee-Leon County Mitigation Strategy, and other relevant planning documents.

The Leon County Disaster Housing Strategy was developed in 2012 as part of the Post-Disaster Redevelopment Plan process. This document identifies roles and responsibilities of local government for interim housing as needed after a disaster and describes the roles of state and federal government for long-term housing assistance. This strategy details a framework for providing safe, sanitary, functional and accessible temporary housing options for displaced residents in order to expedite long-term community recovery.

The scope of the PDRP and Disaster Housing Strategy is primarily concerned with incidents involving extensive long-term redevelopment efforts. During Hurricane Hermine, all short- and long-term community recovery needs were met through the implementation of the CEMP. As such, it was determined that there was no need during Hurricane Hermine to activate the PDRP and Disaster Housing Strategy. Notwithstanding this, these plans should be updated to incorporate lessons learned during Hermine.

Finding #14: The PDRP, developed in 2012, is updated on a five-year schedule and should be updated following any disaster event. The PDRP and the Disaster Housing Strategy should be updated to incorporate lessons learned from Hermine.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Tallahassee-Leon County Planning Department

2.1.4 Debris Management Plan

Leon County maintains a Debris Management Plan that prescribes actions to be taken toward restoring public services and ensuring public health and safety following a disaster. The plan was developed in 2008 from lessons learned during severe weather events including Bonnie/Charley (2004), Frances (2004), Ivan (2004), Jeanne (2004), Dennis (2005), and Fay (2008), and was most recently updated in 2013. Consistent with Leon County Ordinance No. 10-18 regarding the removal and management of disaster-generated debris, the plan provides for the prioritization of roads to be cleared to allow access to critical facilities immediately following a storm, activation of debris collection and monitoring contractors, establishment of debris management sites, removal of debris along private roads, and public information efforts. The Debris Management Plan was accepted by FEMA on February 7, 2014.

The clean up after Hermine required the activation of three of the eleven temporary debris management sites identified in the Debris Management Plan which prevented unnecessary delays in the recovery process. These temporary sites are strategically located in the east, southeast, and southwestern portions of the County. In addition, the need for a fourth temporary site in the northeast was identified to increase the collection efficiency by reducing the travel time for debris removal trucks. The County worked with the Phipps family to establish a temporary debris management site just off Orchard Pond Parkway.

FEMA encourages state and local governments to take a proactive approach to coordinating and managing debris removal operations as part of their overall emergency management plan. FEMA offers a cost sharing program for debris removal for federally declared disaster areas. FEMA contributes 75% while the state and local government must contribute 12.5% each.

The Sandy Recovery Improvement Act of 2013 authorized an Alternative Procedures Pilot Program for debris removal. This program provides for an increased federal cost share above the standard 75% based on an accelerated timeframe for debris removal. Additionally, the pilot program provides a one-time 2% increased cost-share incentive for counties that have a FEMA-accepted debris management plan with pre-qualified debris removal contractors in place before the start of the disaster. The 2% increase applies to debris removal operations performed within 90 days from the start of the incident period of a major disaster or emergency declaration. Since Leon County's Debris Management Plan was accepted by FEMA in 2014 with qualified contractors in place prior to Hurricane Hermine, the County is eligible to participate in the pilot program. Staff notified FEMA of the County's intent to participate in the Pilot Program on November 9, 2016. As a result, the federal cost share for Leon County's debris removal operations for Hermine will be as follows:

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Table 3: Federal cost share for debris removal under the Alternative Procedures Pilot Program, with additional 2% incentive due to the County's Debris Management Plan

Timeframe (days from start of incident period)	Federal Cost Share
1-30	87%
31-90	82%
91-180	75%
181+	0% (unless FEMA approves a time extension)

As described in Section 4.14 of this report regarding debris removal operations following Hurricane Hermine, all debris removal operations were concluded within the initial 90 days following the storm.

Finding #15: As a result of the Debris Management Plan, the removal of debris along private roads was seamlessly integrated into the recovery plans. However, uncertainty remains regarding FEMA's willingness to fully reimburse the County for these roads.

Finding #16: In light of the three pre-approved temporary debris management sites as identified in the Debris Management Plan having already been inspected and approved by the Florida Department of Environmental Protection, the County was able to immediately accommodate the 200,000 cubic yards of debris gathered throughout the community.

Finding #17: The need for a temporary debris removal site in the northeast was identified following Hurricane Hermine in order to enhance the debris collection process.

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

Lead Agencies: Leon County Public Works

2.2 Training for Emergency Management Response Personnel

The training and qualification of emergency management response personnel is critical to the successful implementation of the National Incident Management System (NIMS), which is the adopted standard for incident management in Leon County, as described above. According to FEMA, NIMS training is required under Homeland Security Presidential Directive (HSPD-5) to receive federal funding, contracts, grants, training, and reimbursement of disaster recovery costs. Under the NIMS training program, personnel must attend training based on their response role and the degree of incident complexity those personnel will likely face. Although each personnel role in an emergency response has different position-specific training requirements, each responder generally is required to take a core group of between two and seven training courses.

Leon County staff across the entirety of the organization are thoroughly trained in their role as response personnel during emergencies. There is a continual need, common among all local governments, to identify and provide training opportunities for new staff members who join the organization. To meet this need, LCEM hosts a variety of training and exercise opportunities throughout the year, including workshops, seminars, mock EOC activation exercises, and drills. LCEM maintains a Multi-Year Training and Exercise Plan (MYTEP) that includes these activities.

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The MYTEP serves as a roadmap to accomplishing emergency preparedness and training goals and enhancing community preparedness through a proposed schedule of training and exercises.

Following is a list of these training and exercise activities hosted by LCEM since the new Public Safety Complex was completed in 2013 (this list does not include the specialized training required of staff within individual County departments and other agencies):

Table 4: Recent training, exercise, and coordination activities hosted by Leon County Emergency Management

Activity:	Date:
Hosted a coordination meeting with Leon County Office of Information Technology and Federal Bureau of Investigation	3/12/2014
Training: G-775 EOC Operations and Management Course	3/20/2014
Training: G-775 EOC Operations and Management Course	4/3/2014
Hosted the National Weather Service-Tallahassee Office's Regional Emergency Management Hurricane Training Day	5/6/2014
EOC Operations Integration Planning Meeting with City of Tallahassee	6/10/2014
Emergency Operations Center Full Activation Exercise	6/26/2014
Citizen Information Line Operator Training	6/30/2014
Citizen Information Line Operator Training	7/8/2014
Ebola Outbreak Briefing	10/10/2014
Leon County Citizen Engagement Series EOC Exercise	11/13/2014
Citizen Information Line Operator Training	3/31/2015
Hosted the Big Bend Health Care Coalition Regional Hurricane Exercise	4/22/2015
Citizen Information Line Operator Training	4/29/2015
Training: MGT-412 Sports and Special Event Evacuation Training and Exercise	5/5/2015
Citizen Information Line Operator Training	5/7/2015
EOC Operations Orientation Meeting	6/3/2015
Training: MGT-318 Public Information in an All-Hazards Incident	6/16/2015
Training: MGT-404 Sports and Special Events Incident Management	7/21/2015
EOC Emergency Support Functions Hurricane Table Top Exercise	2/19/2016
Training: L-926 All-Hazards ICS Planning Section Chief	4/4/2016
Hosted USFA All Hazards Incident Management Team Course	4/11/2016
Leon County Citizen Engagement Series EOC Exercise	5/17/2016
Leon County Sheriff's Office Special Operations Division hurricane planning meeting	6/23/2016
Training: G-202 Debris Management	6/29/2016
Training: FL-604 Procurement Disaster Assistance	6/30/2016
Citizen Information Line Operator Training	7/15/2016
Hosted a Zika response coordination meeting with the Florida Department of Health	8/12/2016
Citizen Information Line Operator Training	9/3/2016

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Finding #18: Many Leon County staff have received both general and position-specific NIMS training. As a result of turnover that naturally occurs in the workforce, however, there is a continual need to identify and provide emergency management training opportunities for County staff.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Human Resources

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Human Resources

2.3 Leon County Reserve Policy

In response to the after-effects of Tropical Storm Fay in 2008, the Board approved the creation of the Catastrophe Reserve Fund (Policy No. 07-2, "Reserves," included in Appendix E to this report). The fund was created to allow access to emergency funds needed in case of a declared local state of emergency. Policy 07-2 requires the County to maintain unrestricted emergency reserves between 3% and 8% of the General Fund/Fine and Forfeiture Fund budget, and to maintain the Catastrophe Reserve at 2%. For FY 2015-16, the Catastrophe Reserve funding level was set at \$2.7 million.

The Catastrophe Reserve Fund allows cash flow for expenses related to the disaster. Funds can be used in support of staff overtime, equipment, contractual support (i.e. debris removal) and materials or supplies in the event of a natural disaster. In addition, funds may also be used to pay for solid waste, building permit, and growth management fees for eligible residents for the purpose of home restoration or reconstruction. During Hurricane Hermine, the Catastrophe Reserve Fund proved beneficial to recovery efforts, as it was a source of funding that allowed for the emergency waiver of building permit and growth management fees, as discussed in further detail in Section 4.12 of this report.

Finding #19: Leon County's establishment of the Catastrophe Reserve Fund proved beneficial as protocols were established and funding was readily available to assist with local response and recovery efforts.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Office of Financial Stewardship

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2.4 Community Preparedness

A universal challenge for emergency managers is that citizens systematically misjudge low-probability, high-impact events such as natural disasters. Because of this, it is inherently difficult to convince people to be prepared for an emergency; however, the value of personal preparedness cannot be overstated, and Leon County works throughout the year to help citizens to learn and become more prepared.

According to the U.S. Department of Homeland Security, individuals, families, and households play an important role in a community's overall emergency preparedness and response to disasters. By reducing hazards in and around homes through efforts such as raising utilities above flood level or securing unanchored objects against the threat of high winds, individuals reduce potential emergency response requirements. The Department of Homeland Security also encourages individuals, families, and households to prepare emergency supply kits and emergency plans so they can take care of themselves and their neighbors until assistance arrives.

Every community is exposed to some level of risk from hazards. Natural disasters cannot be avoided, but their potential effects can be effectively reduced through proper planning. Personal preparedness is the first and most effective intervention to reduce the impact of disasters. Leon County works throughout the year to provide opportunities for citizens to prepare for natural disasters. These opportunities are discussed in the following sections of this report.

2.4.1 Disaster Survival Guide

Each year, Leon County partners with the Capital Area Chapter of the American Red Cross; the Apalachee Regional Planning Council; and Taylor, Jefferson, and Madison Counties to create an annual Disaster Survival Guide. The guide is presented each year at a major news conference at the beginning of hurricane season; in 2016, this press conference was held on June 1. The Disaster Survival Guide provides essential information, applicable on a regional basis, regarding natural disaster preparedness, evacuation tips, and extensive information about the impacts of hurricanes. The guide recommends that each household stock a two-week supply of food and water, based upon the timeframe for power restoration following Hurricane Kate in 1985.

The Disaster Survival Guide is promoted in the *Tallahassee Democrat*, the Capital Outlook, weekly regional papers, and is available at the Red Cross office, libraries, the Leon County Courthouse, community centers, City facilities, and local businesses. Red Cross volunteers also distribute the Disaster Survival Guide at numerous community events and neighborhood meetings. Approximately 100,000 printed copies of the Disaster Survival Guide are distributed annually throughout the Big Bend region, which is also available for download from the Leon County website, as well as the Capital Area Chapter of the American Red Cross and emergency management websites.

Leon County also maintains a website specifically focusing on community preparedness, www.haveahurricaneplan.com. During hurricane season, the hurricane-specific website is continually highlighted on Leon County's website to urge residents to prepare for the hurricane season. The 2016 Disaster Survival Guide is included in this report as Appendix F.

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Finding #20: The widespread distribution of the Disaster Survival Guide indicates substantial engagement and interest in personal preparedness. The number of printed guides distributed in 2016 declined slightly from the prior year; however, staff expects interest to increase in 2017 in light of Hurricane Hermine.

2.4.2 “Build Your Bucket” Event

Leon County launched the “Build Your Bucket” initiative in 2015. Every year at the beginning of the hurricane season, the Build Your Bucket event is held to highlight the importance of having a disaster plan and kit. This year’s event was held on June 8, 2016 in coordination with 25 community partners including City of Tallahassee departments, community nonprofit service providers, and #HurricaneStrong, a national hurricane resilience initiative. Over 250 citizens participated in the 2016 Build Your Bucket event, more than double the number who participated in the 2015 event. At this event, citizens assemble their own disaster supply buckets while learning readiness tips on how to further prepare for a disaster. Buckets include critical starter supplies such as batteries, first aid kits, and flashlights. In addition, emergency first responders attend to answer questions and provide additional insight regarding emergency preparedness to citizens.

Finding #21: Leon County’s Build Your Bucket event has helped over 350 citizens to become better prepared for disasters in the two years since it was launched.

2.4.3 Citizen Engagement Series: “Public Safety: Preserving Life, Improving Health, and Promoting Safety”

Leon County has hosted two Citizen Engagement Series events in recent years focused on the topic of public safety. These sessions, titled “Public Safety: Preserving Life, Improving Health, and Promoting Safety,” were held at the Public Safety Complex in November 2014 and May 2016 and featured Leon County EMS, the Consolidated Dispatch Agency, and Leon County Emergency Management. The May 2016 Citizen Engagement Series event on the topic of public safety was conducted in partnership with the Capital Medical Society in order to provide an opportunity for local physicians to see how the County’s public safety services are provided.

Approximately 150 citizens have participated in the two Citizen Engagement Series events on public safety, and a third session is planned for spring 2017. These sessions highlighted the operations and services provided by Leon County to deliver high-quality public safety services to the community. The sessions included scenario-based exercises that demonstrate the operation and coordination of the Leon County EOC during activation.

Finding #22: Partnering with the Capital Medical Society for the May 2016 Citizen Engagement Series event on public safety was successful and provided an opportunity for local physicians to see how public safety services are provided in Leon County.

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

Lead Agencies: Leon County Community and Media Relations
Support Agencies: Leon County Emergency Management

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Finding #23: Leon County makes several efforts throughout the year to help citizens become better prepared for disasters. Because citizens systematically misjudge low-probability, high-impact events such as natural disasters, it is often difficult to get people engaged in disaster preparedness. However, the County's personal preparedness initiatives can potentially save lives and protect property and are worth every effort.

2.4.4 City and Talquin Electric Tree Removal and Replacement Programs

During the September 13, 2016 meeting, the Board discussed ways to mitigate future tree-related damage to electrical infrastructure and requested that staff review any existing programs offered by the City and Talquin Electric Cooperative specifically related to the removal of trees from private property. Currently, both City Utilities and Talquin operate very similar tree removal and replacement programs on private property, as described below. The approaches used by Talquin and the City are also similar to several other utility providers across the State of Florida that have also implemented programs to facilitate the pruning, trimming or removal of trees on private property that could present a hazard to power lines.

For the purpose of this discussion, it is important to distinguish between power lines and cable or phone lines maintained by communications providers. This was an issue identified by citizens during community listening sessions following Hurricane Hermine. Power and communications lines generally use the same poles, and the lower two lines are typically communications lines. In accordance with industry standards, communications providers and electric utility providers are responsible for clearing trees and limbs that are touching their respective lines. Limbs resting on a communications line generally do not disrupt service, although a limb resting on a power line has the potential to cause an outage. From time to time electricity providers receive customer reports of trees touching a communications line. In these instances the electricity provider will generally pass these reports along directly to the communications provider.

City of Tallahassee:

The City of Tallahassee maintains tree trimming and pruning guidelines for electric line clearance. The City utilizes its staff and contracted work crews to trim and prune trees away from electric lines. The City's entire electric grid is maintained on an 18-month cycle. In 2014, the City adopted a limited pilot program to address areas with a higher than normal level of tree-related power outages. Under the pilot program, the City increased the clearance between trees and distribution circuits from 4'-6' to 10'-12'. To date, two of the three geographic areas included in the pilot program have been completed. In the first six months following the completion of the first pilot area, outages lasting longer than one minute were reduced by 75%.

In addition to the City's tree trimming and vegetation management program, City customers can also request that a tree be trimmed if it is threatening the power line. Any City Utilities customer can request that the City evaluate trees on private property for removal that may be of hazard to overhead power lines. The City's certified arborist, in consultation with the property owner, will make a determination on the potential impact to utility lines. If a determination is made that the tree needs to be removed, the City will pay for and perform the tree removal and grind stumps from trees removed by the City to six inches below the ground surface at no cost to the property owner. The

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City offers to provide a seven-gallon tree to any property owner as a replacement for a tree that has been removed. The City does not maintain an active list of the number of trees removed on private property, but estimates that approximately 50 trees are removed each year.

Talquin Electric Cooperative:

Talquin Electric offers a program similar to the City to evaluate trees on private property that may be of hazard to overhead power lines. Upon determination by Talquin staff that a tree needs to be removed, Talquin will remove the tree at no cost to the property owner. Talquin has arranged for customers who have trees removed on their property to receive a voucher for a replacement from Tallahassee Nurseries. Approximately 140 tree vouchers have been submitted to Tallahassee Nurseries to date in 2016.

Talquin Electric also conducts vegetation management activities. Talquin is recognized by the Arbor Day Foundation as a Tree Line USA utility for best management practices in utility arboriculture. Talquin is permitted by Leon County to perform the necessary trimming, pruning, or removal of trees to provide 15 feet of clearance on each side of a utility pole and to remove overhanging limbs no higher than 15 feet above primary wires. However, Talquin appraises each potential problem tree situation on a case-by-case basis, and may remove trees on private property that are farther than 15 feet away from the power lines, in consultation with the property owner, if they provide a potential hazard to lines and equipment. Prior to removing trees on private property or along roadways, staff from Leon County's Department of Development Support and Environmental Management (DSEM) will verify that the tree meets the standards for removal and that the property owner has signed an affidavit granting Talquin permission to remove the tree.

Finding #24: Talquin Electric Cooperative and the City of Tallahassee both offer tree removal on private property at no cost to the property owner if, based on a professional assessment, a determination is made that the tree causes a threat to the utility's power lines. Both utilities provide replacement trees to the property owner free of charge.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Community and Media Relations

2.4.5 Additional Opportunities to Strengthen Community Resilience

During community listening sessions hosted immediately following Hurricane Hermine, several citizens emphasized the importance of personal and neighborhood-level preparedness. Citizens identified a need to enhance community resilience in order to better withstand the effects of severe weather events through additional preparation at the household level – preparing household emergency plans and gathering supplies prior to the storm – and also highlighted a need to improve the resiliency of public infrastructure, including electrical infrastructure and public buildings that may be relied upon during response and recovery efforts. Citizens repeatedly stated that they wanted to know if there was a long-term investment plan to continually improve the resiliency of public infrastructure. Also, citizens wanted to know if priorities were established to address the most important needs of the community when public infrastructure is

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compromised and which would be beneficial to expediting the recovery times for public infrastructure. Tree protection and preservation, including an evaluation of public policies related to tree protection, urban forestry practices, as well as tree trimming and management by residents on private property was also an area of significant interest, as discussed in Section 2.4.4 above.

During the September 7, 2016 meeting discussed in Section 1.4, the Chairman and Mayor discussed long-term disaster planning efforts for the County and City. This included jointly engaging a disaster planning professional to evaluate the community's overall vulnerabilities, resiliency, and community expectations. During the September 13, 2016 Board meeting, the Board discussed this concept and asked staff to provide more information about this issue after the presentation of the Hurricane Hermine After-Action Report. Since the Board meeting, County staff has held discussions with the City about this concept and the City has indicated that it is supportive of partnering to jointly conduct such a study.

Finding #25: Additional opportunities exist to assess our community's overall disaster vulnerability and resilience.

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

Lead Agencies: Leon County Administration

Support Agencies: Leon County Emergency Management

Section 3.0 Overview of Hurricane Hermine and its Impacts

3.0 Overview of Hurricane Hermine and its Impacts

Hurricane Hermine was the eighth named storm and the fourth hurricane of the 2016 Atlantic hurricane season. Hermine was the first hurricane to make landfall in Florida since Hurricane Wilma in 2005 and was the first hurricane to directly hit Apalachee Bay since Hurricane Alma in 1966. The following sections of this report discuss the path of Hurricane Hermine, its associated weather impacts, and damage caused by the storm within Leon County.

3.1 Hermine's Path

Hurricane Hermine originated as a tropical wave off the coast of Cape Verde. Leon County Emergency Management (LCEM) began tracking the system on August 18 when the National Hurricane Center first designated it as Invest 99L. As the storm moved westward and into the Caribbean Sea, it began to develop a well-defined center of circulation and was designated Tropical Depression Nine on August 28 as it passed between Cuba and Key West, Florida.

While sea surface temperatures were sufficiently warm for development, once a Tropical Depression, Hermine struggled to intensify due to westerly wind shear over the Gulf of Mexico. During this time, there was a wide spread in the track guidance for the storm. As Hermine began to turn to the north in the Gulf of Mexico, deep convection was able to form closer to the low pressure center, likely due to a decrease in storm-relative shear. As a result, the system strengthened into a Tropical Storm on the afternoon of Wednesday, August 31. While initially Hermine was slow to intensify, it quickly strengthened during the 24 hours prior to making landfall and was designated a Category 1 hurricane on Thursday, September 1. During this time, the mean sea level pressure dropped from 1000 mb at 1 PM August 31 to 988 mb at 2:55 PM on September 1. As Hurricane Hermine moved toward the coast during the evening of September 1, the satellite presentation of the storm became increasingly symmetrical and an eye became noticeable. Hurricane Hermine continued to track north-northeast toward the coast and made landfall early Friday morning, September 2, 2016 at 1:30 AM just east of St. Marks near the Wakulla-Jefferson County line. The National Hurricane Center began issuing tropical storm and hurricane watches with the 5 PM advisory on Tuesday, August 30 for portions of the Florida panhandle and Big Bend. Tropical storm warnings were issued for these areas with the 5 AM advisory on Wednesday, August 31. At the 11 PM EDT advisory on August 31, much of the Big Bend area that was under the Tropical Storm Warning and Hurricane Watch was upgraded to a Hurricane Warning.

Hurricane forecasts issued by the National Hurricane Center are not exact. Each forecast track point contains a margin of error, which is particularly large at longer range. The three-day forecast has a 230-mile margin of error, extending to a 350-mile margin of error in the five-day forecast. Wind intensity forecasts also similarly include a margin of error, as much as 25 mph at in the five-day forecast. Rapid intensification of a tropical weather system, as occurred with Hurricane Hermine, is one area the National Hurricane Center has difficulty forecasting. The amount of uncertainty contained within a hurricane forecast underscores the importance of being prepared throughout hurricane season.

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3.2 Declared States of Emergency

Governor Rick Scott issued a State of Emergency in anticipation of Tropical Depression #9 (which would later become Hurricane Hermine) on August 31, 2016 for 42 counties including Leon County. The Chairman of the Leon County Board of County Commissioners issued a Local State of Emergency for a seven-day period beginning on September 1. The Local State of Emergency was subsequently extended for additional seven-day periods on September 7 and September 14.

Under a Local State of Emergency, pursuant to Section, 252.38 Florida Statutes, procedures and formalities otherwise required of local governments are waived until such time that the declaration expires. This provides the County the authority to take emergency measures including, but not limited to, the use or distribution of any supplies, equipment, materials, and facilities assembled or arranged to be made available pursuant to the County's disaster emergency plans. The two extensions of the Local State of Emergency allowed for continued administration of debris removal operations, utilization of the County's Catastrophe Reserve funds, and an extended period of waived building permit fees (as described in greater detail in Section 4.12 of this report).

Finding #26: The timely issuance of state of emergency declarations was beneficial and provided the support needed to conduct important emergency response and recovery activities such as debris removal operations and the waiver of building permit fees for citizens.

3.3 Preparations at the Leon County Emergency Operations Center

As illustrated in the Leon County CEMP, Leon County Emergency Management (LCEM) uses conference calls to exchange information between County, City, and other emergency response partners before, during, and after emergency situations. Typically, LCEM initiates these conference calls when the Apalachee Bay falls within the National Hurricane Center's 5-day error cone of a tropical cyclone, holding one conference call per day. Once the Apalachee Bay falls within the National Hurricane Center's 3-day error cone, two calls are to be conducted daily. As the process of recovery takes over, the need for conference calls will cease.

LCEM conducted 27 conference calls throughout the Hurricane Hermine incident, which were vital for the coordination of information and available resources. The first call was held on Tuesday, August 30 and the final call was held on September 12. Although Apalachee Bay was within the five-day error cone as early as August 28, LCEM deferred scheduling conference calls until August 30, as Hermine was still classified as a tropical depression at that time and remained so until it was upgraded to a tropical storm on August 31.

The decision to activate the Leon County EOC was made on Wednesday, August 31 as the storm's forecast track and intensity became clearer. Based on the forecast track of Hermine along with the potential for strong winds and heavy rainfall, it was determined that the EOC would begin 24 hour activation at 7 AM on Thursday, September 1. The EOC was activated with full staffing for 111 consecutive hours. After the fourth day of activation, night shifts were staffed with partial activation staffing for the following two days.

The following entities were represented in the Leon County EOC, illustrating the extent of coordination among local agencies involved in the response and recovery efforts:

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- Leon County Emergency Management
- Leon County Administration
- Leon County Public Works
- Leon County Emergency Medical Services
- Leon County Animal Control
- Leon County Community and Media Relations
- Leon County Sheriff's Office
- Leon County Volunteer Services
- Leon County Office of Information Technology
- Tallahassee-Leon County GIS
- City of Tallahassee Administration
- City of Tallahassee Emergency Preparedness
- City of Tallahassee Communications
- City of Tallahassee Information and Technology
- City of Tallahassee Community Beautification & Waste Management
- City of Tallahassee Electric Utility
- City of Tallahassee Underground Utilities
- City of Tallahassee Parks, Recreation, and Neighborhood Affairs
- Tallahassee Police Department
- Tallahassee Fire Department
- Consolidated Dispatch Agency
- Florida Division of Emergency Management
- Florida Department of Health-Leon County
- Florida Department of Transportation
- Florida Fish and Wildlife Commission
- Florida Department of Law Enforcement
- Talquin Electric
- American Red Cross-Capital Area Chapter
- The Salvation Army
- 2-1-1 Big Bend

A lesson learned from Tropical Storm Fay in 2008 was the need to address a shortage of personnel during extended activation periods. At that time, staff identified some instances where staffing and volunteer levels were inadequate due to long shifts during the 24-hour EOC operations and extended recovery period. To address this issue, the Board approved a modification to the County's Personnel Policy that maximizes staffing levels by designating County employees as "EOC Essential" during a Declared State of Local Emergency. EOC Essential employees may be required to report to the EOC to assist in the County's disaster response efforts. As a result, despite the extended activation period, the EOC did not experience any staff shortages during the Hurricane Hermine operations. Many outside agency partners also participated in the activation over an extended period to facilitate coordination and input on their agency's policies, resource availability, and other incident-related activities.

Finding #27: Despite the extended activation period, the EOC did not experience any shortages of County staff during the Hurricane Hermine operations, due in part to a modification to the County's Personnel Policy that maximizes staffing levels by designating County employees as "EOC Essential" during a Declared State of Local Emergency. This was a lesson learned from Tropical Storm Fay in 2008.

Finding #28: During its first test since the construction of the new Public Safety Complex, the EOC facilitated an unprecedented level of interagency coordination.

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3.4 Sandbag Distribution Prior to the Storm

Anticipating a heavy rainfall event, prior to Hurricane Hermine's landfall, Leon County and the City of Tallahassee established sandbag distribution sites at eight locations throughout the County. Staging for sandbag operations began on Wednesday, August 31 and staff replenished materials at several locations until weather conditions began to worsen on Thursday, September 1. Over 30,000 sandbags were distributed during this time – more than the previous three years combined. Sandbag distribution sites were established at the following locations:

- J. Lee Vause Park
- Intersection of Ranchero Road and Oak Ridge Road
- Tekesta Park in Killlearn Lakes
- Apalachee Regional Park
- James Messer Park
- Winthrop Park
- Lawrence-Gregory Community Center
- Jack L. McLean Community Center

Finding #29: Establishing sandbag sites the day prior to Hurricane Hermine was beneficial and many citizens took advantage of this opportunity.

3.5 Weather Impacts Associated with Hurricane Hermine

Hurricane Hermine made landfall with sustained coastal winds of up to 80 mph. In Leon County the storm brought wind gusts of over 60 mph and sustained tropical storm force winds which lasted for a prolonged period of approximately six hours. Staff at the EOC closely monitored weather stations throughout the County during the storm to ensure the safety of County and City first responders and Public Works personnel who continued working until weather conditions became too dangerous. The highest wind gust was recorded at FSU WeatherSTEM observation site at Doak Campbell Stadium, which recorded a wind gust of 64 mph. However, most weather observation stations in Leon County lost electrical power approximately two hours before the strongest weather arrived, which suggests the possibility that stronger gusts could have occurred. Initial rainfall forecasts called for 5-10 inches of rain in Leon County with isolated amounts of 15 inches or higher possible. Fortunately, these higher isolated amounts did not occur and Leon County ultimately only received approximately 5" of rainfall associated with Hurricane Hermine.

High winds associated with Hurricane Hermine caused hundreds of downed trees that blocked roadways throughout Leon County. The storm caused widespread electrical outages affecting City of Tallahassee and Talquin Electric Cooperative customers. As a result of the damages sustained by Hurricane Hermine, the City's electric system experienced the loss of 50% of the high voltage transmission system, 33% loss of the City's electric substations, 75% of the electric distribution system and over 65% (or approximately 75,000) of the City's electric customers. This is the most significant damage that the City's electric system has experienced since Hurricane Kate. In addition, approximately 77% (or approximately 20,000) of Talquin customers in Leon County lost power. For many electric customers on private wells, loss of power also affected water availability as residential well pumps would not operate unless backup power was available.

Power outages associated with Hermine affected not only residential customers, but also small businesses, health care facilities, schools, state agencies, infrastructure systems, and more.

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Some gas stations also lost power and did not have backup generators to operate fuel pumps. The storm also affected underground utility infrastructure throughout the County; all of the City of Tallahassee's production wells and wastewater pump stations lost power during the storm, as well as the City's electronic monitoring system. However, despite the significant impacts of power loss to underground utilities, however, the vast majority of City customers experienced no interruption of water or wastewater service. Power outages associated with Hurricane Hermine disabled over 200 traffic signals, or over 59% of all signals countywide. Several local cell towers lost power during the storm as well. Although cell towers are generally equipped with backup batteries, some towers lost their backup power as well as their main power.

Hurricane Hermine presented significant challenges for short-term response operations. Section 4 of this report details the specific actions taken by Leon County and its partner agencies to overcome these challenges and effectuate a quick and thorough response.

Finding #30: 65% of the City's electric customers and 77% of Talquin's electric customers lost power, reflecting the severity of Hurricane Hermine.

3.6 School, University, and Government Office Closures

On Thursday, September 1, Leon County Community and Media Relations issued a news release informing the public that Leon County Government offices and libraries would close at 2 PM that afternoon, would remain closed the following day, and offered a reminder that the County would be closed on Monday, September 5 for the Labor Day holiday. The County's news release also reminded residents that residential waste collection routes will be delayed until further notice and to stay tuned over the weekend for further updates through the Emergency Information Portal and the County's social media platforms. The City issued a similar news release that mirrored the closure hours for Thursday and Friday due to the hurricane.

Although local government offices were closed for the extended weekend, hundreds of essential employees were called upon to support the hurricane response and recovery efforts. This included the reopening of certain County facilities over the weekend such as the County's rural waste sites and a comfort station at the Downtown Library, which are both described in greater detail in Section 4 of this report.

Historically, the County Administrator, City Manager, and Leon County Schools Superintendent would coordinate school and office closures via conference call prior to anticipated severe weather events. Prior to Hurricane Hermine, Leon County Schools announced on August 31 that schools would be closed on Thursday, September 1 and Friday, September 2. FAMU and TCC closed all day September 1 and 2 but FSU remained open until noon on September 1. Like FSU, state offices closed at noon on Thursday for the remainder of the holiday weekend. The State of Florida CEMP provides that each state agency is required to maintain a Continuity of Operations Plan (COOP). After a state of emergency is declared by the Governor, state office closures are determined on an agency by agency basis according to the departments' individual COOP. Most State of Florida offices reopened Tuesday, September 6 following the Labor Day holiday, although some state offices temporarily relocated workers to other state buildings until power was restored. Similarly, most County and City offices and facilities reopened the same day. However, area schools remained closed on Tuesday in light of the widespread power outages. Leon County Schools, FSU, FAMU, and TCC reopened to students on Wednesday, September 7.

Public Works staff received notification at approximately 3 p.m. on Tuesday, September 6 from Leon County Schools of their intent to reopen on Wednesday, September 7 and that certain

Section 3.0 Overview of Hurricane Hermine and its Impacts

roads and sidewalks needed to be cleared to accommodate school buses, bus stops, and students who walk to school. Public Works debris removal operations following a disaster are guided by the County's Debris Management Plan, which prioritizes the clearance of arterial roadways first, followed by collector roads, then local roads. Leon County Schools identified that Public Works' cut and toss operations had left debris on sidewalks in the vicinity of several schools, and also that low-hanging telecommunications cables remained along some bus routes. To accommodate the last-minute request from Leon County Schools, County and City Public Works staff worked into the night on September 6 to clear sidewalks of debris and clear low-hanging wires from bus routes prior to the schools reopening the following day. In future emergencies, more advance notice would allow Public Works to better coordinate staffing and equipment to meet these needs. Staff identified the need for closer communication with Leon County Schools related to their needs prior to reopening schools.

During community listening sessions following Hurricane Hermine, several residents reported a perceived lack of coordination and parity with regard to the closure of government offices. More specifically, people with children found it difficult to return to work on Tuesday (the State of Florida, Leon County, and the City of Tallahassee all reopened on Tuesday) while schools and daycares remained closed and power was not fully restored across the City.

Finding #31: Closer coordination with state, university, and school partners regarding the timing of announcements related to closures and reopenings would help citizens to plan for returning to school and work.

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

Lead Agencies: Leon County Emergency Management

Finding #32: Closer coordination with the EOC would have benefitted Leon County Schools with regard to debris removal needs for roads, sidewalks, and bus stops prior to reopening schools.

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

Lead Agencies: Leon County Public Works

Support Agencies: Leon County Emergency Management

Section 4.0 Hurricane Hermine Preparedness, Response and Recovery

4.0 Hurricane Hermine Preparedness, Response and Recovery

Section 4 of this After-Action Report highlights the preparation, response and recovery efforts associated with Hurricane Hermine. This includes the actions taken in advance of the storm, immediate response efforts focused on protecting life and preventing further damage to infrastructure systems and property following an emergency event, and the stages of recovery operations in returning the community and the County organization to a normal state of affairs.

4.1 Inside the Emergency Operations Center during Hurricane Hermine

As described previously in this report, the Leon County Emergency Operations Center (EOC) serves as a central command and control facility for the effective coordination of disaster management functions at a strategic level during an emergency. Located in the state-of-the-art Public Safety Complex (PSC) which opened in July 2013, the new EOC allows for the full integration of staff and representatives from Leon County, the City of Tallahassee, the Leon County Sheriff's Office, and a variety of partner agencies during an emergency activation. During its assessment of the County's response and recovery operations during Hurricane Hermine, DSI toured the PSC, reviewed communications systems and floor plans at the EOC, and found the building to be "a state of the art facility with significant resources available for all aspects of homeland security and emergency management." Prior to the construction of the PSC, the City of Tallahassee conducted its emergency operations independently and typically assigned a City liaison to the EOC. Integrating County and City staff in the new EOC allows for much greater coordination and information flow among all agencies and departments during an incident.

Hurricane Hermine was the first test for the new EOC, as it involved fully integrated County and City staff as well as other partner agency representatives in the EOC over multiple operational periods. This extended emergency activation required the prolonged cooperation of all of these entities and the systematic and timely execution of emergency plans, procedures, and protocols to meet the needs of the community during and after the storm. As indicated in Section 3.3 of this report, 30 separate agencies were represented in the EOC during the Hermine incident with typical shifts involving 80 to 100 personnel in the EOC during the majority of the activation. 35 additional non-staff citizen volunteers supplemented these efforts by staffing the Citizen Information Line, discussed in further detail in Section 4.3 of this report. In all, the Leon County Emergency Operations Center facilitated the massive coordination of information, personnel, supplies, equipment, and other resources required during Hurricane Hermine in the execution of established emergency plans and protocols.

Finding #33: The Leon County EOC performed exceptionally well during its first significant test. The EOC facilitated the close coordination of a massive amount of information and resources and was a primary factor contributing to the success of response and recovery operations.

Finding #34: During Hurricane Hermine, electrical service to the Public Safety Complex was disrupted and the facility relied on generator power for 25 hours. The Public Safety Complex experienced no disruption of facilities or equipment during the incident.

Section 4.0 Hurricane Hermine Preparedness, Response and Recovery

4.1.1 Statewide Mutual Aid Agreement and Resource Requests

Leon County and the City of Tallahassee requested state support through the Statewide Mutual Aid Agreement (SMAA), which enables local governments to coordinate the sharing of resources for emergency aid and assistance before, during, or after a major or catastrophic disaster. The Leon County Board of County Commissioners approved entering into the SMAA in 1995 and approved an updated version of the agreement in 2001. Under the agreement, mission requests must come through the EOC and be submitted by the County's Emergency Management Director to the State. To facilitate these missions, the state developed and utilizes EM Constellation, a web-based information management platform. As described earlier in this report, only counties can submit mission requests at the local level and staff has attached all 28 requests associated with Hurricane Hermine that were made through the County EOC (Appendix G).

The EM Constellation platform is the state's official mission tasking and tracking system as well as a conduit for sharing information with state and local responders during activations. It allows county, state, federal and mutual aid entities to use the same operating environment when responding to and recovering from an emergency. To illustrate the formal communication taking place between the state and local emergency management personnel, Appendix G captures all of the requests made through the County EOC and offers additional context in the "After Action Report – County Staff Comments" column to the far right in preparation of this report for value-added insight on the request, response, and final resolution.

Many of the 28 mission requests are referenced throughout this report with regard to response and recovery efforts by Leon County and partner agencies associated with Hurricane Hermine. However, staff experienced and identified several concerns with some of the pre-landfall requests denied by the state. Of the 28 mission requests submitted to the state by Leon County through EM Constellation, 10 of those requests were placed in advance of Hermine's landfall. Some of the pre-landfall requests were to address immediate and urgent needs such as delivering additional oxygen containers to the special needs shelter (Mission Request #73), to relocating an evacuee from the special needs shelter to a more appropriate healthcare facility (Mission Request #52), and were successfully carried out, in part, with the assistance of local resources.

The potential for flooding and extended power outages were a concern identified throughout the activation and conference calls hosted by the EOC. Unfortunately, several of the County's pre-landfall mission requests were denied by the state in the areas of transportation and public works. In anticipation of a direct hit from Hermine, LCEM placed three mission requests of the Florida Department of Transportation through EM Constellation that were denied by the state. Further, these denied requests demonstrate a lack of clear and consistent communication between the state and local governments:

- A request (Mission Request #57) for 20,000 sandbags to support sandbag distribution sites was placed for Leon County and the City of Tallahassee to the State EOC. The resource was identified as available by the FDOT office in Midway. However, FDOT staff in the State EOC denied the request.

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- A request (Mission Request #51) for 30 generators to power traffic signals was placed on behalf of the City of Tallahassee. The resource was identified as available by the local FDOT office in Midway. However, FDOT staff in the State EOC denied the request.
- A request (Mission Request #53) for assistance with road debris clearance on Federal Highway Administration (FHWA) roads but was denied by FDOT staff in the State EOC. An FDOT representative at the State EOC called to advise that FDOT contractors could assist with cut and toss operations after Leon County exhausted all of its staff and contractual resources.

The County and the City had taken precautions for flooding by establishing eight staging location sites for sandbag distribution as early as Wednesday, August 31. Residents heeded the hurricane warnings and shared the concerns for flooding as over 30,000 sandbags were quickly distributed to residents across the eight locations. The denial of this mission request, despite the available capacity to provide the sandbags according to the Midway office, left County and City residents vulnerable to potential flooding associated with a direct hit from Hurricane Hermine. Fortunately, the rain totals were much less than expected and flooding was minimal.

The initial request for 30 generators was made pursuant to procedures outlined in the City of Tallahassee's Traffic Engineering Emergency Plan and consistent with City staff's understanding of how FDOT would respond to a direct impact from a hurricane. This was an attempt by the City to identify areas of need and to provide notice to the state in advance of the hurricane for the prepositioning of resources. The FDOT District 3 Traffic Operations office subsequently confirmed this understanding. As a result of the initial denial, an additional request for 50 generators (Mission Request #112) was approved after Hermine made landfall for traffic signals that are managed by the City of Tallahassee Regional Traffic Management Center.

Subsequent to the initial denial of the County's request for road clearing cut and toss assistance (Mission #53), the FDOT Secretary directly contacted the City of Tallahassee the next day and advised that FDOT resources would be made available to assist with cut and toss operations on City-maintained roadways. At that time, the City sought the LCEM Director to submit a mission request (Mission #115) for this assistance along City roadways. The following day on September 3, Leon County Public Works re-requested FDOT resources (Mission Request #164) to assist with cut and toss operations upon learning that FDOT resources were available. This second request was approved, 41 hours after the storm had passed through Leon County.

In each case, these pre-landfall mission requests were marked as "complete" and followed up by a phone call denying the request. According to the EM Constellation Standard Operating Procedure published by FDEM, the mission status term "complete" signifies that the mission needs have been satisfied or sufficiently mitigated. If the state were to automatically deny these resource requests prior to landfall until the actual impacts of the storm were known, the State EOC could have placed the requests "on hold" and addressed them immediately after the storm. This would have lessened the confusion about the status of the requests and saved the time taken to re-request the resources previously identified by the County EOC.

Section 4.0 Hurricane Hermine Preparedness, Response and Recovery

Another concern was the direct, yet contradictory, phone communication taking place between the State EOC and the County EOC as well as the emergency support function personnel at the state and local levels (i.e. FDOT at the state and County Public Works or City Management at the local level). The established relationships and open communications between these parties are vital in their day-to-day duties and may offer benefits during a time of emergency. The problem that repeatedly came to the forefront during Hurricane Hermine was that the information relayed by phone or email through these personal relationships was contrary to subsequent conversations and the correspondence through EM Constellation. A prime example of this issue was the City's request for generators (Mission Request #51) after being informed by the FDOT office in Midway that there were generators available for use, only to be notified by FDOT representatives in the State EOC that the generators would not be available until all of the City's resources were exhausted following the storm. This theme of communicating outside of the established protocols led to unnecessary delays and frustration. In its assessment of this After-Action Report, DSI recommended that the County work with the Florida Division of Emergency Management on the use of the SMAA and the submission of requests for assistance through EM Constellation. Staff agrees with this assessment.

Finding #35: There were multiple instances of communications outside of the established protocols during Hurricane Hermine that provided contradictory information and led to unnecessary delays. County staff agrees with DSI's assessment that the County should work with the Florida Division of Emergency Management on the use of the SMAA and the submission of requests for assistance through EM Constellation.

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

Lead Agencies: Leon County Emergency Management

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

Lead Agencies: Leon County Emergency Management

Finding #36: The state's communication and responses through EM Constellation regarding pre-landfall mission requests were inconsistent and not in accordance with FDEM's EM Constellation Standard Operating Procedures.

4.1.2 Information Technology Resources in the Leon County EOC

The Leon County CEMP, Annex 5 – Information and Planning describes the coordination of overall information and planning activities in the EOC during emergency events. The mission of Information and Planning is to collect, analyze, and disseminate information about an actual disaster or potential disaster situation and to coordinate the overall activities of all responders in providing assistance to the affected area. The Leon County Office of Information and Technology assists these efforts by providing Geographic Information Systems (GIS) support, computer and network equipment support, and general IT support during EOC activations.

During Hurricane Hermine, the Office of Information and Technology assigned staff from Management Information Systems (MIS) and Tallahassee-Leon County GIS to provide

Section 4.0 Hurricane Hermine Preparedness, Response and Recovery

support to the EOC. GIS assisted with mapping the locations of downed trees and power lines during response efforts and also supported emergency communications efforts by mapping the location of emergency shelters, Points of Distribution, and comfort stations, which were posted on the County's Emergency Information Portal. Leon County also developed and deployed a web portal for citizens to self-report damage, which assisted in directing damage assessment teams deployed in the field. Tallahassee-Leon County GIS provided the support for mapping and compiling the assessments required to both assist the field teams and to prepare the information for submission to FEMA.

Finding #37: The vastly improved GIS system provided important support during Hurricane Hermine, including mapping the locations of emergency shelters, Points of Distribution, and comfort stations; as well as assisting with the damage assessment process following the storm.

4.2 Communications and Public Information

Emergency-related public information efforts are guided by the Leon County CEMP, Appendix 14 – Public Information, which provides guidelines for disseminating and managing information for the public before, during and after emergencies. During Hurricane Hermine, a joint Public Information function was established between Leon County Community and Media Relations and City of Tallahassee Communications to coordinate emergency communication efforts. This decision was made as a result of lessons learned from Tropical Storm Colin in June 2016 which passed to the southeast of Leon County and brought heavy rainfall and moderately strong winds to the area. The joint Public Information function established at that time was critically important and provided for both the County and City to coordinate communications regarding response efforts. This section of the After-Action Report addresses the efforts taken by Public Information personnel at the EOC to communicate critical emergency-related information with the public.

4.2.1 Emergency Information Portal and GovDelivery

Leon County's Emergency Information Portal (EIP) is a website utilized by the Public Information Officer during emergency events to provide critical information to the public. According to FEMA guidelines, the dissemination of information from one centralized portal is a key to ensuring clear, timely, and accurate information which is accessible to the entire affected population. Even in the age of social media, the source of this information should be the centralized portal. Notwithstanding the tremendous potential benefits of social media (discussed in further detail in Section 4.2.3), when information is disseminated disparately, unofficially and/or inconsistently, it exacerbates the spread of rumor, speculation and misinformation which can complicate emergency response efforts.

Leon County's EIP serves as this central portal of vetted, accurate information. During Hurricane Hermine, the EIP was utilized to provide information on the status of available shelters, sandbag locations, road closures, local office and schools closings, health advisories, and volunteer information. The interface for the Public Information Officer (PIO) allows for quick posting of information in real time. The City of Tallahassee maintains its own emergency information page on the City website. However, as a result of establishing a joint Public Information function with the City (as described above), the

Section 4.0 Hurricane Hermine Preparedness, Response and Recovery

County and City websites coordinated to provide identical emergency information on both webpages.

A potential improvement identified by staff through the Hurricane Hermine experience is to establish a common “back-end” module for County and City emergency information that could populate both the County EIP as well as the City’s emergency information webpage. This would eliminate the need for both County and City staff to post the same information on two websites.

Leon County also utilizes GovDelivery, a digital communications platform used to communicate with citizens who register to receive information from the County. GovDelivery allows Public Information staff to communicate via e-mail, text message, and RSS feed, as well as via Facebook and Twitter. During Hurricane Hermine, EOC Public Information staff utilized GovDelivery to send emergency-related information such as sandbags and National Weather Service warnings to subscribers. The availability of notification services such as these was a top priority identified by the Citizens for Responsible Spending Post-Hurricane Recovery Best Practices Task Force for greater utilization by Leon County residents.

City of Tallahassee Utilities and Talquin Electric Cooperative both maintain online maps allowing the public to view the status of electrical outages during an emergency. Web links to these maps are provided on the County’s Emergency Information Portal. During community listening sessions following Hurricane Hermine, several citizens highlighted issues related to the purpose and accuracy of the City’s outage map. As indicated in Section 4.9.2, City staff is in the process of identifying additional information from its electrical outage management system that can be communicated with the public during future emergencies.

Finding #38: The continued utilization of the joint Public Information function provided for consistent information and messaging through official County and City websites.

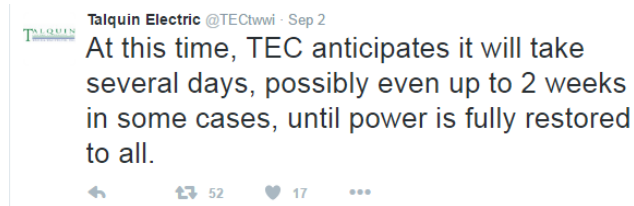
4.2.2 Media Relations and Information

During an emergency, Public Information staff work around the clock in the EOC to communicate critical information to the public about the status of the emergency, measures taken by response personnel to manage the emergency, and the progress of response and recovery efforts. As indicated above, a joint Public Information function between County and City staff was established for Hurricane Hermine. Leon County and City of Tallahassee staff jointly issued 25 media advisories and releases prior to, during, and after Hurricane Hermine. Additionally, Public Information staff facilitated three press conferences with local elected and appointed officials, which provided consistent and unified information about the progress of response efforts to the public and media partners.

Leon County Government and the City of Tallahassee are not the only agencies activated in the County EOC with public information personnel and responsibilities. Other partner agencies engage in media and customer relations, which leaves the opportunity for information to be shared with the public before it is shared with the partners in the EOC. For example, Talquin Electric has a responsibility to its customers to provide service restoration updates and related information in the aftermath of a storm. As emergency managers awaited Talquin’s internal damage assessment of its electrical grid

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in unincorporated Leon County once the storm passed, the LCEM Director was made aware of a Twitter post by Talquin Electric indicating that it expected power restoration efforts to take up to two weeks:



Staff subsequently learned that the social media post originated from Talquin's main office, not by the representative in the EOC, and that the estimated restoration time was to set expectations for Talquin's overall regional footprint. Soon after, Talquin assured the EOC that the damage in unincorporated Leon County would be repaired much quicker than the regional estimate. Approximately seven hours later, Talquin issued another social media post indicating that it expected power to be restored to 90% of its customers within three to four days. Power outages and associated response efforts are described in further detail in Section 4.9.2 of this report.

Finding #39: As provided in the CEMP, Public Information staff in the EOC worked closely with local media partners throughout the incident to keep the media informed about the status and progress of response efforts.

Finding #40: Three press conferences were hosted during the incident involving County and City elected and appointed officials, providing consistent and unified information to the public and media partners.

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: City of Tallahassee Communications, Leon County Emergency Management

Finding #41: Partner agencies have responsibilities to their constituencies and customers, which may represent geographic areas beyond Leon County, and conflict with efforts to provide unified, clear, and consistent information.

Finding #42: City Electric and Talquin independently issued public information, advisories, and social media posts during the incident, which in some instances may not have been coordinated or consistent with official communications from the EOC.

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: City of Tallahassee Communications, Leon County Emergency Management

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4.2.3 Social Media

Hurricane Hermine was the first hurricane to hit Florida since the advent and widespread use of social media. In the time since Hurricane Wilma hit Florida in 2005, social media has become a key part of our modern lifestyle, providing immediate access to a wide variety of information sources and connectivity to other people within one's network. As such, social media provides new opportunities to reach citizens during emergency events to quickly provide critical information to a vast audience.

During Hurricane Hermine, Public Information staff in the EOC utilized social media, among other communications tools, to keep citizens informed and safe. The County's outreach remained consistent, averaging one social media post per hour throughout the EOC activation. In total, Leon County provided 59 social media Facebook updates before, during, and after the event which received 16,715 likes, comments or shares. The County's Facebook posts reached 305,123 people and increased likes by 1,280 since the storm. In addition, The County's Twitter account issued 82 tweets reaching over 330,000 people, which were shared over 400 times. The outreach provided through social media granted County officials to promptly respond to citizen's concerns, questions, and feedback. Leon County provided immediate responses to citizen's outreach, responding to each inquiry in less than 18 minutes. DSI's assessment was complimentary of Leon County's efforts to provide emergency public information to citizens via social media.

Although utilizing social media granted the County the opportunity to promptly broadcast information, address citizen inquiries, and enhance staff's responsiveness, it also created a new set of challenges related to disaster response and recovery efforts. During an emergency, EOC staff seeks to provide a unified repository of information that is consistent, credible, and valid. This resource is the Emergency Information Portal. Communications using social media and all other tools always direct citizens to refer to the EIP for timely and vetted emergency information. Social media communications by government officials outside the EOC should also be informed by and refer back to the EIP. This is a critically important component of emergency communication efforts.

Social media allows citizens to share information with one another, which creates opportunities for misinformation and confusion. Because social media communications can instantly reach a virtually unlimited number of followers and subscribers, misinformation can also spread rapidly via social media. For example, after opening the Main Library as a comfort station following Hurricane Hermine, staff observed social media posts indicating that all County libraries were open as comfort stations. While social networks can be self-correcting when it comes to misinformation, active intervention by emergency managers to dispel rumors and reassert correct information to the public through social networks is resource intensive. In the area of social media, DSI's assessment recommends that the County more actively engage in monitoring unofficial sources of information during future emergency events.

Finding #43: Social media is a valuable tool for quickly alerting the public to sudden or rapidly developing emergency situations but must be closely monitored for inaccurate information posted and shared by other parties.

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: City of Tallahassee Communications, Leon County Emergency Management

Finding #44: Social media has the ability to fill in the gap in communication during a disaster when wired communications or electricity fails by directly reaching residents.

4.2.4 Communication via Mobile Devices

During and after Hurricane Hermine, citizens were able to utilize mobile devices to access emergency information via the County's Emergency Information Portal, the City's emergency information webpage, and other sources. Despite power outages, several options were available for citizens to keep their mobile devices charged – using car chargers, auxiliary batteries, charging their phones at work or other locations with power, or by visiting resources made available during the emergency response such as the Main Library comfort station and community centers.

Some emergency management agencies across the United States have leveraged mobile technology to develop mobile apps during disasters to communicate emergency-related public information, such as evacuation routes, shelter locations, points of distribution, and other information. Apps may also be configured to receive reports of downed trees, power lines, and other service requests. During Hurricane Hermine, citizens' use of the County's Citizens Connect app and the City's DigiTally app spiked considerably; however, these apps do not capture all the information needed for emergency response efforts.

In mid-2016, the Florida Division of Emergency Management (FDEM) entered into a contract with the mass notification company Everbridge Inc. to develop and implement a new mass notification system called AlertFlorida. When implemented, this system will provide the ability to issue statewide emergency alerts and notifications to Florida residents, businesses and visitors, including via mobile devices. Citizens will be able to self-register for notifications, and the system will also provide for the ability to send notifications to listings in the White Pages, Yellow Pages, and also send wireless emergency alerts directly to mobile devices. LCEM staff are in preliminary discussions with FDEM regarding the potential for implementation of this system at the local level.

Finding #45: Many citizens relied on mobile devices for emergency communications during Hurricane Hermine and opportunities continue to be identified to strengthen the County's ability to communicate with the public via mobile devices.

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

Lead Agencies: Leon County Office of Information and Technology, City of Tallahassee Technology & Innovations, Leon County Sheriff's Office Information Technology Section

Support Agencies: Leon County Community & Media Relations, City of Tallahassee Communications, Leon County Emergency Management

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Office of Information and Technology, Leon County Community & Media Relations

4.2.5 FM Radio Communications

The Leon County CEMP, Appendix 14 – Public Information provides for personnel at the EOC to utilize a variety of communications media, including FM radio, to disseminate critical information to the public during an emergency. To facilitate this, Leon County maintains a telecommunications link with WFSU-88.9 FM which allows LCEM to broadcast live over that frequency from the Public Safety Complex. However, during Hurricane Hermine, the WFSU studio lost electrical power and its backup generator also failed on Friday, September 2. Although the WFSU facility lost power, Leon County was still able to provide timely and frequent emergency information to the public via radio through an existing relationship with Red Hills Radio (99.9 FM, 103.1 FM, 104.9 FM, and 106.1 FM). EOC Public Information staff began issuing public safety announcements immediately following the storm on Friday, September 2 on the Red Hills Radio stations to advertise the Main Library comfort station (discussed in further detail below) and water distribution sites. Additionally, on the morning following Hurricane Hermine's landfall, The Morning Show with Preston Scott on 100.7 FM took live phone calls and broadcast information about the impact of the storm, which helped to provide awareness to citizens about blocked roads and inoperable traffic signals.

During community listening sessions following Hurricane Hermine, several citizens stated that even more radio presence during emergencies would be beneficial to provide timely and accurate emergency information. County and City Public Information staff have already begun conversations with WFSU to provide a great radio presence during future disasters. An opportunity also exists to partner with private radio stations during emergencies, as they can also assist with emergency information by simply reading information posted on the Emergency Information Portal over the air.

Finding #46: Additional opportunities exist for the County to enhance its radio presence during emergencies.

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: Leon County Emergency Management

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: Leon County Emergency Management, City of Tallahassee Communications

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: Leon County Emergency Management

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

Lead Agencies: Leon County Office of Information and Technology

Support Agencies: Leon County Community & Media Relations

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

Lead Agencies: Leon County Emergency Management, City of Tallahassee Utilities

Support Agencies: Leon County Community & Media Relations

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Community & Media Relations

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

Lead Agencies: Leon County Community & Media Relations

Support Agencies: Leon County Office of Information and Technology, Leon County Emergency Management

4.2.6 Elected Officials' Role in Emergency Communications

Elected officials play an important role in emergency management. Aside from the state and local declarations authorized by the Governor and the Chairman of the Board of County Commissioners, respectively, elected officials establish the parameters and policies that are needed to facilitate effective emergency management and disaster recovery operations. In addition, elected officials are often a familiar face that can offer a sense of calm for citizens anticipating the storm or for those who have suffered through a disaster.

Local Elected Officials:

During the Hurricane Hermine activation, the County Administrator provided 21 comprehensive email updates to Commissioners with timely, accurate, and consistent information regarding preparation, response, and recovery efforts and to assist Commissioners in responding to constituent inquiries. The information provided was consistent with information posted to the Emergency Information Portal (EIP) and encouraged Commissioners to refer citizens to the EIP as the central source of vetted, accurate public information. During Hurricane Hermine, Commissioners provided suggestions to further enhance communications between the EOC and Commissioners by designating a dedicated Commission Liaison during future large-scale emergency events. This would ensure that Commissioners have the most up-to-date information regarding response and recovery efforts at all times.

Understandably, Commissioners want to be fully responsive to citizen inquiries in a time of emergency. Local elected officials are encouraged to participate fully in the response to an emergency and there are several ways to maximize the effectiveness of local elected officials' participation. First, response efforts can leverage the breadth of elected officials' personal networks, particularly through social media, to help

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disseminate emergency public information. As discussed above and throughout this report, and as extensively provided through various FEMA guidelines, elected officials' sharing of emergency information should always be consistent with, informed by, and refer back to the official source of emergency information – in Leon County' case, the Emergency Information Portal. Second, based on feedback from elected officials during the recovery, staff will put in place opportunities for local elected officials to participate in response and recovery efforts at comfort stations and at Points of Distribution for food and water. This allows elected officials to interact directly with citizens in their district, answer questions about the response and recovery process, and provide information about the Emergency Information Portal to citizens. The presence of elected officials at these locations also helps to reinforce the visibility of local response and recovery efforts.

Finding #47: County Commissioners were provided regular and comprehensive information on response and recovery efforts but additional information regarding opportunities for elected officials to participate as described above should be communicated with Commissioners as recovery efforts evolve.

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

Lead Agencies: Leon County Administration

Communication Efforts in Relation to Actions by the Governor during Hermine:

As provided in the Leon County CEMP, and in accordance with FEMA guidelines, coordination of County, City, state, and federal resources occurs through the EOC. This document thoroughly details many instances in which the coordination of resources from Leon County and City of Tallahassee departments, local nonprofit agencies, and state and federal partners worked extremely well in meeting the post-disaster needs of the community following Hurricane Hermine. In particular, later sections of this report detail the effective communications with the State EOC through EM Constellation to procure bottled water and other resources from the State Logistics Response Center, and separately, to ascertain the status of retail stores immediately following the storm to ensure that citizens were able to replenish food and emergency supplies.

However, while communications and coordination between the Leon County EOC and the State EOC were effective in most instances, the Governor made public comments during Hurricane Hermine suggesting that the City was refusing aid and intentionally prolonging recovery efforts. The Governor's actions fueled speculation and the spread of inaccurate misinformation that the City was refusing additional assistance to aid in response and recovery efforts, which added challenges to emergency communications efforts in an already challenging environment. As discussed in great detail in Section 4.9.2 of this report, the City not only had mutual aid agreements in place and had activated those agreements prior to Hurricane Hermine, the City was steadfast and consistent in its position throughout the recovery that City Utilities would accept help from any person or organization that could accelerate the speed at which they could safely restore power to citizens. As indicated in several sections throughout this report, and as provided in various emergency management guidelines from FEMA as well as the Florida Division of Emergency Management, the clear, accurate, consistent

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communication of information to the public is of the highest importance during emergency events. This is not only to provide the public with critical information, but to mitigate the rumor, inaccuracy, and speculation that commonly occurs in emergency situations.

In contrast to the discussion above, the Governor's communications relative to state and federal disaster declarations were effective and helped to secure resources needed to support response and recovery efforts. As referenced elsewhere in this document, the Governor issued a timely declaration of a state of emergency on August 31 and requested the President to declare a major disaster at the federal level. This was an important step in securing assistance from FEMA following the storm.

Finding #48: Despite misinformation originating from the Governor's office, at no point during the Hurricane Hermine response and recovery efforts did Leon County refuse assistance from the State. The County made every effort to avail itself of the resources available from the State as well as community partners.

Finding #49: The City of Tallahassee was steadfast and consistent in its position throughout the recovery that City Utilities would accept help from any person or organization that could accelerate the speed at which they could safely restore power to citizens.

Finding #50: The Governor's communications relative to state and federal disaster declarations were effective and helped to secure resources needed to support response and recovery efforts.

4.3 Volunteer Assistance

During emergency events, VolunteerLEON takes a lead role with respect to volunteer coordination and donated goods. This includes the overall management, coordination and prioritization of volunteer support and distribution of donated resources to meet the needs of impacted areas following a disaster.

The Leon County CEMP provides for the establishment of a Citizen Information Line (CIL), which is a 13-station phone bank established in a dedicated space at the EOC, utilized to receive a large volume of citizen inquiries during an emergency. Leon County's Director of Volunteer Services recruits, trains, and supervises both citizens and County employees to staff the CIL. Following Tropical Storm Fay in 2008, staff identified a shortage of personnel to staff the Citizen Information Line. Since that time, over 200 County staff have been trained to operate the CIL during emergencies. During Hurricane Hermine, the CIL operated for 111 hours with the assistance of AmeriCorps volunteers and City and County staff, who responded to 1,800 calls to the CIL throughout the incident. The CIL was deactivated on Tuesday, September 6 and the lead role transitioned to 2-1-1 Big Bend to handle citizen inquiries.

2-1-1 Big Bend lost power to its main facility immediately following Hurricane Hermine. Although the agency stocks backup batteries for their phones, the backup batteries only last for 12 to 18 hours. However, with the support of Leon County Emergency Management, VolunteerLEON, and the Leon County Office of Information and Technology, 2-1-1 Big Bend moved its operations and transferred its phone lines to the Public Safety Complex on Friday afternoon, September 2 and was back online the same evening. The CIL continued to handle citizen inquiries during this time.

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In 2007, VolunteerLEON partnered with LCEM and the City of Tallahassee's Emergency Preparedness Division to form the Big Bend Community Organizations Active in Disaster (COAD) coalition to improve volunteer coordination during emergency situations. COAD is an association of local, regional, and national humanitarian organizations with operations in the Big Bend region. In accordance with the Leon County CEMP, VolunteerLEON is responsible for activating COAD during emergency events.

During Hurricane Hermine, COAD mobilized volunteer resources to ensure no needs went unmet. Services provided by COAD member agencies included food and water distribution, assistance with operating the Main Library comfort station, and assistance to residents with clearing fallen trees and debris from private properties. Although 2-1-1 Big Bend was able to provide referrals assisting many County residents following Hurricane Hermine, several citizens during community listening sessions indicated that they were unaware of 2-1-1 Big Bend and the services it provides. A finding and recommendation to this effect are included below.

Finding #51: During community listening sessions following Hurricane Hermine, several citizens indicated that they were unaware of 2-1-1 Big Bend and the services it provides.

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

Lead Agencies: Leon County Community & Media Relations, City of Tallahassee Communications

Support Agencies: Leon County Emergency Management

4.4 Emergency Shelters

The Recovery Annex of the Leon County CEMP provides for emergency sheltering operations to accommodate citizens who are displaced as a result of an emergency event. During any type of disaster response, the CEMP designates the Capital Area Chapter of the Red Cross (Red Cross) as the lead agency for opening and managing shelters and evacuees. The general population shelter is staffed by the Red Cross, the Special Needs Shelter is staffed by the Florida Department of Health in Leon County, and pet accessible shelters are staffed by the Big Bend Disaster Animal Response Team (DART).

During Hurricane Hermine, LCEM coordinated with the American Red Cross to open emergency shelters at Chiles High School, Florida High School, and Oak Ridge Elementary School. Overall, 231 citizens were served by these emergency shelters. Shelters were opened Thursday, September 1. Shelter operations at Chiles High School and Oak Ridge Elementary School deactivated on September 2 following the storm. Because Leon County Schools reopened on September 7, the Florida High shelter transitioned to Bethel AME Church on September 6. This shelter deactivated fully on September 8.

In addition to the general population shelter, the Leon County CEMP provides for emergency sheltering operations to ensure care and attention for those with special medical needs. The Florida Department of Health in Leon County (FDOH) is the lead agency for the medical operation of the special needs shelter and the American Red Cross is responsible for the logistics and support operations of the shelter. This is supported by Section 381.0303(2)(b), Florida Statutes, which designates FDOH as having the lead responsibility to staff special needs shelters and to recruit assistance from health care practitioners. Based on DSI's input concerning the Americans with Disabilities Act, staff will evaluate the capability of all emergency shelters to

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accommodate special needs shelterees, a concept known as “whole community” sheltering, in future updates to the CEMP.

In accordance with Section 252.355, Florida Statutes, and as outlined in the CEMP, LCEM maintains a special needs registry in order to plan for the needs of persons with physical, mental, cognitive, or sensory disabilities who will need assistance with evacuation and sheltering during emergencies. Citizens can register online through the Florida Division of Emergency Management website or by using a paper form provided by Leon County Emergency Management. LCEM promotes the special needs registry as part of its public awareness and outreach program. Prior to Hurricane Hermine’s arrival, Leon County EMS worked with Leon County Emergency Management and FDOH to contact individuals on the special needs registry to identify those who needed shelter accommodations.

A special needs shelter was established at Florida High School during Hurricane Hermine, which opened on Thursday, September 1 and served 27 clients, including special needs individuals and their caregivers. FDOH organized 25 personnel to staff the special needs shelter during Hurricane Hermine. Transportation services to the shelter were provided by Star Metro, and in cases where the individual could not be safely moved in that manner, Leon County EMS provided the transportation of the patient. In addition to the special needs shelterees included in the registry, a number of elderly and medically needy patients who were not listed on any special needs lists or registries sought special needs shelter services.

Leon County Animal Control deployed resources to the shelters at Chiles High School at Florida High to make these locations pet-accessible. Animal Control staff coordinated with the Tallahassee-Leon County Animal Service Center (TLCASC) for pet food and supplies and with the Big Bend Disaster Animal Response Team (DART) for kennels and additional staffing. Resources deployed for pet-accessible shelter accommodations were purchased by Leon County as a lesson learned after Tropical Storm Fay in 2008.

Finding #52: Through coordination at the Leon County EOC, emergency shelters were opened in a timely fashion prior to Hurricane Hermine. 231 citizens and an additional 27 special needs clients and their caregivers utilized the shelters that were established.

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

Finding #53: During Hurricane Hermine, staff observed a need to update the special needs registry questionnaire and enhance outreach to prospective registrants.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Emergency Medical Services

Finding #54: Based on a lesson learned from Tropical Storm Fay in 2008, Leon County Animal Control now has additional resources available to assist with pet-accessible sheltering operations. However, the Leon County CEMP, Annex 17 – Animal Issues has not been updated since 2007 and does not reflect these additional resources.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Animal Control

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4.5 Health Care Agencies and Facilities

Following Hurricane Hermine, several local health care facilities experienced the loss of electrical power. Section 400.23, Florida Statutes requires certain licensed health care facilities including hospitals, surgical centers, nursing homes, assisted living facilities, and others are required to prepare Comprehensive Emergency Management Plans for their facilities. County emergency management agencies are statutorily responsible for reviewing these plans (however, for some other facilities, such as home health agencies, hospices, and others, County Health Departments review emergency plans). The Agency for Health Care Administration (AHCA) has developed compliance criteria which county emergency management agencies must use to review facilities' CEMPs. There are 41 licensed health care facilities in Leon County which must submit a CEMP to Leon County Emergency Management for an annual review. In 2015, 35 facilities submitted their plans to Leon County Emergency Management (LCEM) for review. For those facilities that do not submit their plans for review, LCEM notifies AHCA, who has enforcement authority to ensure the facility's plans are reviewed.

Among other protocols, AHCA's compliance criteria require facilities' CEMPs to describe the procedures to ensure the following needs are supplied:

- Food, water, and sleeping arrangements
- Emergency power
- Transportation
- 72-hour supply of all essential supplies

Additionally, facilities must make provisions for 24-hour staffing on a continuous basis until the emergency has abated and must also describe the policies, roles, responsibilities and procedures for the evacuation of residents from the facility if needed. When disasters occur, health care agencies and facility administrators are charged with the responsibility to care for their clients and residents by executing the provisions of their CEMP. During Hurricane Hermine, the need became apparent to clarify the responsibility of these providers for the patients and residents under their care.

The Leon County CEMP establishes the roles and responsibilities of response agencies as well as health care facilities in the County. Specifically, Annex 8 – Health and Medical Services provides that, with respect to medical facilities, Leon County Emergency Management:

...will provide notification, information, updates, and the coordination of evacuation assistance to medical facilities (hospitals, nursing homes, assisted living facilities, and other residential facilities) in event of a disaster. There will be representatives from the Leon County Health Department in the Leon County Emergency Operations Center (EOC) to coordinate with liaisons from hospitals, nursing homes, and assisted living facilities.

Annex 8 provides further that residential health care facilities are responsible to develop and implement comprehensive disaster plans which include evacuation procedures and to establish a facility liaison with FDOH at the County EOC to coordinate and assist with the implementation of facility disaster plans. FDOH is the lead agency designated in the CEMP for the implementation of emergency health and medical activities.

No local health care facilities evacuated residents during Hurricane Hermine. One administrator of a local health care facility made the following remark published in a local news article, indicating that it was not necessary to evacuate the facility's residents:

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“You don’t just load them up and take them somewhere in Tallahassee. Where would we put them? That would have overloaded the system. And it really didn’t make sense to drive them to Gainesville or anything and bring in massive buses.”

However, the same facility administrator contacted local elected officials and the Leon County Emergency Management Director with complaints regarding the pace of power restoration efforts. Complaints made to the Emergency Management Director were not made as a matter of medical necessity for patients, but rather as a matter of comfort for the facility’s residents. As indicated above, these facilities have emergency plans that describe how the facilities will care for their residents during this type of event. If facility administrators require assistance with the implementation of these emergency plans, FDOH is the lead agency responsible for providing this assistance as indicated in the Leon County CEMP.

Finding #55: The restoration of electrical service to area health care facilities was prioritized, as discussed in Section 4.9.2 of this report. Local health care facilities are required to have emergency plans that include procedures to transport residents, if necessary, due to the effects of extended power outages but chose to remain at their facilities. Administrators of health care facilities are primarily responsible for the implementation of their emergency plans, and assistance in implementing these plans is available from FDOH as specified in the Leon County CEMP.

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

Lead Agencies: Leon County Emergency Management

4.6 Emergency Medical Service

On Wednesday, August 31, Leon County EMS initiated its Emergency Operations Plan for tropical system impacts and issued a situational report advising staff to take protective measures at home by activating their personal emergency plan and to be prepared for possible full staff recall and the likelihood of extra shift assignments. As previously mentioned, EMS administrative staff was assigned to the EOC on August 31 to provide assistance to LCEM and the FDOH in Leon County by contacting individuals on the special needs registry, coordinate the movement of special needs patients, and help setup medical equipment at the special needs shelter. EMS also identified strategic ambulance staging locations and areas of last refuge throughout the County for staff deployed on ambulances. Alternate response plans were finalized based on these locations which included County facilities, schools, fire stations and hospital facilities.

EMS handled over 900 requests for service from the time Hermine began impacting the County through Tuesday morning. Friday morning, September 2 was the peak operational period for EMS. Requests for service during this time were 60% higher than typical call volumes. Staffing levels were increased from Thursday, September 1 through Tuesday, September 6 at levels consistent with the demand for service. Additional ambulances and personnel were deployed at varying levels from the evening of Thursday, September 1 through Tuesday morning, September 6. A third crew member was placed on most ambulances Thursday evening through Friday morning in case crews needed to move patients with potentially no ambulance backup for a prolonged period of time. In a larger-scale event, EMS would have requested the deployment of one or more Ambulance Strike Teams through the Florida Division of Emergency Management. An Ambulance Strike Team consists of five equipped and staffed ambulances and a team leader.

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Ambulance Strike Teams are deployed through the state's emergency management system, in coordination with the FDOH, and are sent from non-impacted jurisdictions.

Leon County EMS maintained constant communication with hospital partners through the incident. All three hospital emergency departments remained operational and capable of accepting patients throughout the event. There was no loss of medical service capability at any facility. In the EOC, EMS provided support to the FDOH with the coordination of needs at nursing homes, assisted living facilities and citizens with special medical needs. Following the storm, EMS assisted citizens in evacuating buildings where elevators were not operational, refreshed oxygen cylinders, coordinated services with their medical supply provider, and assisted citizens who were without power until they were able to make arrangements with their durable medical supply provider. EMS also assisted with the assessment of medical facilities' and nursing homes' ability to sustain services on generator power, as described in Section 4.5 above.

Finding #56: Between calling special needs registrants, providing medical assistance at emergency shelters, and assisting with the assessment of health care facilities following Hurricane Hermine, Leon County EMS' role in support of the Florida Department of Health continues to expand during emergency activations.

Finding #57: Leon County EMS was able to meet service demands throughout Hurricane Hermine by pre-deploying ambulances in the field prior to the storm and utilizing a dynamic staffing model to accommodate an elevated level of demand.

4.7 Law Enforcement

Local law enforcement agencies played a crucial role in efforts to prepare, respond to, and recover from Hurricane Hermine. Leon County Sheriff's Office (LCSO) and Tallahassee Police Department (TPD) representatives worked together in the EOC to address law enforcement and public safety needs during the incident. Prior to the storm's arrival, LCSO prepared the County Jail by switching to backup generator power in the event of power loss. LCSO and TPD both activated Alpha/Bravo shifts in preparation for the storm, which are consecutive 12-hour shifts that provide for continuous around-the-clock staffing.

LCSO and TPD both staffed extra patrols immediately following Hurricane Hermine. Also, because search and rescue operations are sometimes needed following a disaster, the Leon County CEMP provides for some law enforcement officers from both agencies to be supplied with chainsaws during emergency event. While no search and rescue operations were necessary following Hurricane Hermine, these law enforcement officers were able to assist in road clearing efforts following the storm in addition to their primary law enforcement roles. Law enforcement officers also assisted in relaying information back to the EOC regarding areas experiencing extended power outages and significant amounts of storm-related debris. Because of local law enforcement agencies' enhanced presence in areas with extended power outages, the decision was made in the Leon County EOC to coordinate resources with the Salvation Army and Red Cross to assist with the distribution of food to these areas.

On Friday, September 2, the Leon County Sheriff's Office initiated a mission request through the Leon County EOC for 20 state law enforcement officers (Mission Request #134). These officers were requested to provide nighttime security for area businesses that were experiencing extended power outages. Overall, there were no reports of significant increases in crime or looting in the aftermath of Hurricane Hermine.

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Finding #58: There were no reports of significant increases in crime or looting in the aftermath of Hurricane Hermine.

Finding #59: Mission requests for law enforcement assistance issued through EM Constellation were implemented seamlessly.

Finding #60: Road clearing assistance provided by law enforcement officers in the field immediately following Hurricane Hermine was useful and allowed County and City Public Works crews to focus efforts on clearing larger trees and major roadways.

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

Lead Agencies: Leon County Sheriff's Office

Support Agencies: Leon County Emergency Management

Recommendation 60.2: Identify other County personnel who may be in the field during emergency response operations (e.g., Animal Control, Code Compliance, etc.) and ensure these personnel are provided with bottled water and critical emergency public information that they can share with citizens in the field, such as the location of comfort stations and Points of Distribution.

Lead Agencies: Leon County Administration

Support Agencies: Leon County Emergency Management

4.8 Consolidated Dispatch Agency

During Hurricane Hermine, the Consolidated Dispatch Agency (CDA) was represented in the EOC from the point of activation until Monday, September 5, 2016. The CDA increased staffing levels on September 1 and September 2 to accommodate the expected elevated call volume associated with the storm. From September 1 to September 5, the CDA fielded over 10,500 calls, and on September 2 alone the CDA experienced an increase of approximately 340% over normal call volume. The Hurricane Hermine event was the first time the Computer Aided Dispatch (CAD) system was subjected to such a massive workload.

During Hurricane Hermine, a team of six personnel were relocated to the CDA's backup center via law enforcement escort in the event operations had to be diminished or ceased at the Public Safety Complex. The backup center is located on the second floor of the Leon County Sheriff's Office Jail Facility on Appleyard Drive. However, there were no reported incidents with the performance of the CAD system, which functioned properly throughout the hurricane.

During Hurricane Hermine, CDA staff observed a need to improve the process for gathering information on road conditions and storm-related damage. Public Works crews required certain information regarding roads that were reported as blocked, such as which entity has maintenance jurisdiction over the road (County, City, or State), basic details regarding the size of the tree blocking the roadway, and whether the tree is tangled in power lines.

Finding #61: No missed calls or system outages occurred at the Consolidated Dispatch Agency during Hurricane Hermine.

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4.9 Infrastructure Restoration

4.9.1 Road Clearing

Leon County and City of Tallahassee Public Works began the process of clearing debris from roadways in the early evening hours of Thursday, September 1 due to severe weather prior to Hurricane Hermine's landfall. The County and City had activated Alpha/Bravo shifts prior to the storm, consisting of seven crews working twelve-hour shifts as well as administrative support staff. County crews were pre-deployed to six previously-selected hardened school locations (Fort Braden, Woodville, Montford, Chaires, Canopy Oaks and Chiles) as well as one crew stationed at the Public Works facility. Public Works crews continued clearing debris prior to the storm until approximately 11:00 PM when they were pulled back to the deployment locations due to the arrival of tropical storm-force winds. At approximately 4:00 AM on Friday, September 2, when winds fell below tropical storm force, County and City crews were moved back out to resume clearing operations.

Public Works efforts were supported by contractors for debris monitoring and removal. These contractors were utilized for the "cut and toss" operation to facilitate faster openings of blocked roads, and later in the debris removal phase of the response. Cut and toss involves cutting and/or pushing debris off of the roadway sufficiently to allow safe vehicular traffic on all travel lanes. County and City crews continued Alpha/Bravo shift operations on September 2, assisted by contracted cut and toss crews as well as Leon County Jail inmate crews. Overall, Leon County responded to approximately 400 downed trees resulting in eight collector roads and 130 local roads being closed due to tree blockages. City crews responded to another 800 downed trees and 90 road closures. All County roads were open to traffic by Sunday, September 4.

In severe weather incidents prior to Hurricane Hermine, the standard practice had been for the City and Talquin to deploy Electric Utility staff with County Public Works crews to clear roads by assisting with discharging power lines wrapped around downed trees. During Hurricane Hermine, however, the City and Talquin anticipated significant damage to their infrastructure as a result of the storm's direct path through the County and initially reserved their staff to make immediate repairs. This caused some delays with respect to road clearing efforts as Public Works crews were unable to quickly remove trees that were wrapped in power lines. By the afternoon of Saturday, September 3, however, Leon County Public Works did receive regular assistance from both the City Electric Utility and Talquin. In post-storm debriefing meetings, County staff acknowledged the City's and Talquin's priorities to maintain and restore their infrastructure. In the future, however, staff will need to coordinate to ensure support from Utilities personnel from the beginning of the incident. City and Talquin staff are aware of the County's concerns and have expressed an interest in working to ensure that future road clearing efforts are not delayed.

On Thursday, September 1 prior to Hurricane Hermine's landfall, Leon County Public Works issued a request through EM Constellation for Florida Department of Transportation (FDOT) assistance with cut and toss road debris clearance on federal-aid roadways (Mission #53). During past emergency events, FDOT routinely provided this assistance. However, during Hurricane Hermine, the FDOT representative at the State EOC contacted Leon County Emergency Management and declined the initial mission

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request, advising that FDOT would provide contractors to assist with cut and toss operations only after local resources had been exhausted. The mission request was marked as “Complete” in EM Constellation, rather than “Declined.” On September 2 following Hermine’s landfall, the FDOT Secretary contacted the City of Tallahassee directly and advised that FDOT resources would be made available to assist with cut and toss operations on City-maintained roadways. This, like other communications involving the State described in Section 4.2.6, was outside of the typical protocol that would normally be expected by local emergency management staff.

The City initiated this request (Mission #115) in coordination with the Leon County EOC on September 2. Subsequently, on September 3 Leon County Public Works re-requested FDOT resources to assist with cut and toss operations upon learning that FDOT resources were made available to the City (Mission #164). This second request was approved, 41 hours after the storm had passed through Leon County. On September 4, Governor Scott issued a press release suggesting incorrectly that the County and City had declined further cut and toss assistance from FDOT. Later that evening, the Governor’s office retracted the Governor’s statement, indicating that it was based on a misunderstanding between the County and City. As indicated earlier in this report, at no point during the Hurricane Hermine incident did Leon County refuse assistance from the State.

Finding #62: Pre-deploying Public Works crews at strategic locations throughout the County allowed for a faster and more efficient utilization of resources and accelerated the pace of road clearing efforts following Hurricane Hermine.

Finding #63: County, City, and Talquin staff have discussed and acknowledged the need to deploy Road Clearing Task Force crews during future emergency events.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Public Works

Finding #64: Communications from the State EOC and Governor Scott regarding assistance with cut and toss operations were unclear and counterproductive to response and recovery efforts. Additionally, FDOT representatives should have contacted the Leon County EOC rather than City staff to communicate the availability of resources following the storm (more discussion is provided in Section 4.1.1 of this report and Recommendation #34.1).

4.9.2 Electrical Infrastructure

Pursuant to the Leon County CEMP and as outlined elsewhere in this report, the Leon County Director of Emergency Management is responsible for the overall coordination of response efforts to emergency events. Leon County departments, City of Tallahassee departments, volunteer agencies, and other community partners convene at the Leon County EOC to communicate and coordinate their individual action plans to respond to, recover from, and mitigate the effects of emergencies. In doing so, each participating agency involved in a response will follow their own policies and procedures in order to achieve the overall incident management objectives established at the County EOC. In addition, the City of Tallahassee maintains its own Incident Management Plan that

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details the actions and procedures the City will follow in response to an emergency. As indicated in Section 1.5.3 of this report, the City's Incident Management Plan is consistent with and supports the Leon County CEMP. As provided in the Leon County CEMP as well as the City of Tallahassee Incident Management Plan, City of Tallahassee Utilities and Talquin Electric are the lead agencies for power restoration activities following a disaster.

On the morning of Friday, September 2 immediately following Hurricane Hermine, City of Tallahassee Utilities personnel partnered with the Leon County Sheriff's Office Aviation Bureau to conduct an aerial survey of the power transmission system. As a result of the damages sustained by Hurricane Hermine, the City's electric system experienced the loss of 50% of the high voltage transmission system, 33% loss of the City's electric substations, 75% of the electric distribution system and over 65% (or approximately 75,000) of the City's electric customers. This is the most significant damage that the City's electric system has experienced since Hurricane Kate. In addition, approximately 20,000 Talquin customers in Leon County lost power. The same day, the City of Tallahassee estimated that it could take up to a week to restore power to 90% of its customers. This information was communicated during a press conference conducted at the EOC and communicated by EOC Public Information staff through a news release. Talquin Electric estimated 90% restoration to occur within three to four days.

City and Talquin restoration activities after Hurricane Hermine followed industry-standard electric utility restoration priorities, which are also outlined in the Leon County CEMP – restoration of the critical transmission system, followed by substation restoration, then the restoration of circuits and sub-circuits. The restoration of these major components of electric infrastructure systems must be conducted first, as these components carry power from substations down to neighborhood-level circuits and ultimately individual connections. Following the restoration of major transmission lines, pursuant to the CEMP, the focus shifts to restoring critical circuits that serve facilities such as hospitals; 9-1-1 answering points; potable water, waste water transmission and treatment systems; and other related facilities in support of the health and safety of the affected population. Utility crews then focus on restoring customers, working from the largest outages to smallest outages.

By Wednesday, September 7 (five days following the storm), electrical service was restored to approximately 90% of City customers and nearly all Talquin customers in Leon County, significantly ahead of the estimated schedule that both agencies communicated to the public. Nearly all City customers were restored by Friday, September 9 (one week after the storm) with remaining outages generally associated with damage to customers' service lines that connect an individual meter to the pole.

City of Tallahassee Utilities and Talquin Electric both participate in mutual aid agreements to facilitate the emergency procurement of resources such as equipment, supplies, and labor as needed during disaster events. Consistent with the Electric Utility and industry practices, mutual aid was sought for a number of other utilities within and outside of Florida to provide the needed additional support to restore the electric system. The amount and type of mutual aid utilized is a function of what can safely be utilized during the restoration process.

Talquin Electric utilized resources from 11 other electric cooperatives through mutual aid and three contract companies to restore power following Hurricane Hermine.

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Throughout the incident, the City was steadfast and consistent in its position that it utilized as much mutual aid as was possible to safely, effectively, and quickly restore power. A total of 198 mutual aid line crews and staff from nine utilities assisted with restoration efforts. Following are the agencies that contributed this support:

- Lakeland Electric
- Jacksonville Electric Authority (JEA)
- Kissimmee Utility Authority
- Beaches Energy
- City of Bartow, Florida
- Orlando Utilities Commission
- Keys Energy
- Gulf Power
- Lafayette Utilities System (Lafayette, Louisiana)

Mutual aid crews arrived in Leon County by mid-day on Friday, September 2 following the storm and assisted with the process of restoring electrical service until Sunday, September 11. The City's vegetation management contractors also provided additional support during restoration efforts. In total, the City more than tripled its field workforce during the restoration efforts. In addition to this mutual aid support, the entire City of Tallahassee Electric Utility staff was placed in emergency operation mode to provide the necessary logistical and administrative activities needed to support field restoration efforts. Power restoration was conducted safely by City, Talquin, and mutual aid crews and no accidents occurred in Leon County during Hurricane Hermine response and recovery efforts.

The Florida Department of Transportation also provided mutual aid support for the City's traffic signals by providing, installing, and maintaining portable generators to allow the traffic operations team to quickly restore the traffic signal system in a quick manner. Electrical service was disrupted for over 200 traffic signals throughout Leon County following Hurricane Hermine, or nearly 60% of signals countywide. Portable generators were deployed to bring as many traffic signals back online as possible immediately following the storm, prioritizing major intersections with the most expected traffic. As power was gradually restored, generators were redeployed to other intersections as needed. All traffic signals were restored to main power by Wednesday, September 7.

Following the restoration activities, City of Tallahassee Electric conducted an internal after action review to identify what went well and what actions could be taken to enhance the response and restoration efforts in future events. A number of operational and tactical issues were identified which will be addressed in the annual update of City of Tallahassee Electric's emergency plans. A handful of these issues are more global in nature; these issues and actions are provided below for the purpose of highlighting the City's internal actions to continually enhance the emergency power restoration process:

1. "Critical circuit" listing update:

During the course of the restoration efforts, Electric Utility staff observed a need to re-evaluate the classification of utility customers and update the listing of critical circuits for priority restoration. The City is developing an expanded

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circuit listing of all of the various customer classes that were identified during the storm restoration so that a review of the circuit priority can be conducted.

2. Situational awareness for utility customers:

During and after the restoration process, citizens shared comments and suggestions related to reporting on the status of electric system damage and restoration, including the online outage map. The City is working to determine what additional information can be mined from its outage management system as well as from daily operational reports to enhance this information for sharing with the public. This issue is also discussed in Section 4.2.1 in the context of emergency communication efforts.

3. Transmission switching/clearance guidelines:

Prior to conducting repairs to the City's transmission and distribution system, certain switching and safety clearances must be performed to ensure employee and customer safety. City Electric has reviewed and created an updated protocol for transmission system clearance and switching that should provide for the same level of safety and regulatory compliance yet yield a faster isolation of the transmission system to allow for work to begin.

4. "Rapid Response Teams":

City Electric utilized engineering staff to perform a review of the damage to the City's electric infrastructure and provide technical support to field crews. This support work is being reviewed and updated to provide for enhanced communications with the EOC and the City's electric customers and to enhance future restoration efforts.

One of the electrical restoration challenges that arose following Hermine was utility customers being directed to the alternative provider to resolve their power outages. These customers reside along the edges of the service territories for City Utilities and Talquin Electric for which both providers have facilities that extend into the other's area. As a result, some County residents have a Talquin meter box that receives power through the City's utility lines and vice-versa. Residents would naturally contact the provider of the meter box to report power outages, as that would also be the monthly billing agent, but the provider would redirect those customers since they are not responsible for the downed utility lines delivering power to the homes.

Affecting approximately 2,600 total residents, this matter had previously been identified by both the City and Talquin which already have acquisition plans in place to alleviate the problem. By 2019, the City anticipates full acquisition of the Talquin utility lines within the City's territory. Until that time, both electric providers are committed to resolving reports of outages in these limited areas through direct provider communication rather than redirecting the customer to the alternative provider.

Finding #65: While technical advancements have been made to detect and locate power outages since Hurricane Kate over 30 years ago, the physical task of repairing a line or replacing a pole remains a time-consuming process.

Finding #66: Following disasters involving extensive damage to electrical system infrastructure, repairs to major power transmission lines and substations are prioritized in order to expedite power restoration to the greatest number of customers.

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Finding #67: City of Tallahassee Utilities and Talquin Electric followed industry guidelines in the restoration of electrical service following Hurricane Hermine – specifically, by restoring the critical transmission system first, followed by electrical substations, then the restoration of neighborhood-level circuits and sub-circuits.

Finding #68: Following a major disaster, it is difficult to accurately predict how long electrical service may be out. This presents significant challenges to public information efforts, as citizens generally want to know how long the restoration process will take in order to make accommodations for food, lodging, and other needs. During Hurricane Hermine, EOC staff reported that callers to the Citizen Information Line appreciated having information about the locations at which utility personnel were working. The City and Talquin made this information available beginning Tuesday, September 6.

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

Lead Agencies: Leon County Community & Media Relations, City of Tallahassee Communications, City of Tallahassee Electric, Talquin Electric

Support Agencies: Leon County Emergency Management

Finding #69: Following an internal after action review, City of Tallahassee Electric is exploring ways to improve reporting of power outages through its online mapping application, incorporating public input received during community listening sessions.

Finding #70: The Leon County CEMP provides that the City of Tallahassee and Talquin Electric prioritize restoration of electrical power to vital community resources by coordinating with outside agencies and private entities as needed for the restoration of power. Both agencies maintain mutual aid agreements in order to repair or restore energy systems.

Finding #71: During community listening sessions following Hurricane Hermine, several citizens observed a need to enhance driver awareness during emergency events regarding inoperable traffic signals. Many drivers were unaware that inoperable traffic signals should be treated as a 4-way stop.

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

Lead Agencies: Leon County Community and Media Relations, City of Tallahassee Communications

Support Agencies: Leon County Emergency Management

4.9.3 Underground Utilities

During Hurricane Hermine, the City of Tallahassee lost electrical power to all of its water production wells and all of its wastewater pump stations. The City activated mutual aid assistance for underground utilities from six other agencies prior to the storm. Mutual aid crews arrived on Friday, September 2 and assisted with water and wastewater system repairs until Monday, September 5. 22 of the City's major pump stations have backup generators and smaller stations are outfitted to be powered by portable generators.

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The City experienced 21 sanitary sewer overflows associated with power loss its pump stations. 15 of these spills were reported to be minor (under 100 gallons). Each of the spills was reported to the Florida Department of Environmental Protection (FDEP) in accordance with Chapter 62-620, Florida Administrative Code. FDEP is the agency responsible for the overall policy, permitting, compliance, and enforcement of wastewater programs in Florida. The City of Tallahassee's wastewater treatment facilities and infrastructure systems are permitted by FDEP. Since the City's production wells for potable water are fitted with backup generators, water supply was not interrupted with the exception of some minor disruptions to the distribution system due to uprooted trees.

In addition to impacts caused to Leon County, Hurricane Hermine also significantly impacted the Tampa Bay area. Several wastewater spills associated with Hermine were reported by the cities of Tampa, Clearwater, and St. Petersburg; Pinellas County; Sarasota County; and other affected utility operations. Following Hurricane Hermine, the Governor and FDEP issued an emergency rule regarding public notice associated with wastewater spills and other incidents of pollution. The emergency rule was issued in response to sewage spills in the Tampa Bay as well as a sinkhole that opened at a central Florida phosphate plant, both of which involved the discharge of millions of gallons of contaminated wastewater where the public was not notified until well after the fact. To address the issue, the Governor and FDEP have proposed a rule that would require immediate notice to the Department, local governments and the media after a "pollution" incident is discovered. Emergency Rule 62ER16-1 went into effect September 27, 2016 for 90 days. FDEP also issued Proposed Rule 62-4.161, which is identical to the emergency rule but is going through the normal rulemaking process to make the rule permanent. As of the drafting of this report, the proposed permanent rule is still in the rulemaking process.

Finding #72: The Leon County CEMP, Annex 3 – Public Works and Engineering does not list Talquin Electric Cooperative as a support agency similar to the City of Tallahassee, although Talquin is listed elsewhere in the CEMP as an agency with primary responsibility for infrastructure restoration. The Recovery Annex of the CEMP and Annex 3 should be updated for consistency and to reflect the City of Tallahassee and Talquin Electric as the lead agencies for water and wastewater infrastructure restoration.

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

Lead Agencies: Leon County Emergency Management

Finding #73: Not all wastewater pump stations are equipped with backup generators. Generators would help in reducing the incidence of sanitary sewer overflows during disasters. The Board of County Commissioners has established a legislative priority for the 2017 Legislative Session to seek hazard mitigation funding for this purpose in partnership with the City.

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

Lead Agencies: Leon County Administration

Support Agencies: Leon County Public Works

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Finding #74: The State of Florida has proposed an administrative rule prescribing certain reporting requirements for pollution events such as sanitary sewer overflows. County and City emergency plans should be updated to reflect the new reporting requirements.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Public Works

4.10 Food and Water Distribution

Due to extended power outages following Hurricane Hermine, many residents in rural areas were without water as electric well pumps could not operate. To address this need, immediately following the storm, Leon County Facilities Management and Parks staff began to assess County properties for any reports of damage in order to determine which facilities could be used for Points of Distribution and comfort stations (discussed in the following section). No major damage was reported at any County property. The decision was made to establish Points of Distribution on Saturday, September 3 at five locations in outlying areas of the County for bottled water and personal hygiene supplies:

- Lake Jackson Library
- Ft. Braden Community Center
- Woodville Library
- Chaires Community Center
- Miccosukee Community Center

Leon County placed an order at 6:11 p.m. on September 2 through EM Constellation for two trucks of bottled water (Mission #120). The order was approved by the State EOC and an expected delivery timeframe was communicated to the County EOC. Trucks were dispatched from the State Logistics Response Center in Orlando, arriving overnight within the expected delivery timeframe at the County's staging area, which was established at the Fleet Management facility on Blair Stone Road. Hygiene supplies were also ordered on September 2 and four additional truckloads of water were ordered on September 3 (Missions #122 and #137).

Staff from the Leon County Solid Waste Division, Fleet Management, and Facilities unloaded and staged the bottled water and hygiene supplies upon arrival and loaded the water onto smaller trucks for deployment to the Points of Distribution. This process serves as an example of how the resource request process and communications between the County EOC and State EOC should occur, in contrast with the resource requests issued for assistance with road debris clearance outlined in Section 4.9.1 earlier.

Points of Distribution operated 12 p.m. to 6 p.m. from Saturday, September 3 through Monday, September 5. The Woodville location remained open Tuesday, September 6 due to continued demand. The City of Tallahassee also distributed bottled water at Jack McLean Community Center. Approximately 180,000 bottles of water were distributed by the County and City during Hurricane Hermine.

Also, on September 3, the Director of the Florida Division of Emergency Management notified the County EOC of the potential availability of mobile battery charging stations from Duracell and AT&T. These resources were secured by the State EOC and deployed to locations in Leon County including the Woodville location, which was staged at the J. Lewis Hall, Sr. Woodville Park and helped residents to keep their mobile devices charged.

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Food service was also necessary as extended power outages caused many citizens' perishable food to spoil. The Salvation Army and the American Red Cross Capital Area Florida Chapter provided meal service from September 3 to September 9. The Salvation Army deployed food canteens at the Lake Jackson Library, Ft. Braden Community Center, Chaires Community Center, and Woodville Community Center/Woodville IGA store as well as several roving units to neighborhoods with extended power outages. The Red Cross also deployed mobile food distribution trucks to locations with extended power outages. The City of Tallahassee utilized StarMetro to assist with transportation from affected areas on the south side of Tallahassee to a meal service location at Jack McLean Park. In total, the Salvation Army served over 14,000 meals and the Red Cross served over 6,500 meals and 23,000 snacks.

During community listening sessions following Hurricane Hermine, citizens inquired as to why Leon County Emergency Management did not provide ice as a part of the response effort. Ice is generally not considered an essential life-saving commodity, except in certain circumstances involving keeping medications cool, and the state typically does not grant requests for ice when stores are open that can provide it. By way of example, a request from Madison County Memorial Hospital for dry ice during Hermine in order to cool vaccines was denied. Most grocery stores and big box stores in Leon County were open shortly following Hurricane Hermine.

Finding #75: The process for requesting mutual aid assistance for bottled water from the State EOC worked seamlessly. Bottled water was shipped immediately and delivered on time to the County staging area, allowing County personnel to quickly distribute the water to areas in need.

Finding #76: During Hurricane Hermine, representatives from the Salvation Army and American Red Cross observed a need to identify a list of predetermined sites throughout Leon County that may be suitable for food service. The Leon County CEMP does not identify these locations.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Tallahassee-Leon County Planning Department

Finding #77: The Board of County Commissioners has established a legislative priority for the 2017 Legislative Session to seek funding to improve the disaster resilience of community centers and other facilities in Leon County that could serve as Points of Distribution or comfort stations.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Facilities Management

Finding #78: During Hurricane Hermine, many residents needed a location to recharge mobile devices. The County, City, and private sector partners were able to meet this need by opening libraries and community centers and deploying mobile charging stations.

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4.11 Comfort Stations

In addition to points of distribution, the Leon County CEMP provides for the establishment of “comfort stations” to help residents cool off, hydrate and to receive information from area nonprofit agencies. Leon County opened a comfort station at the Main Library with assistance from the American Red Cross from Saturday, September 3 to Wednesday, September 7. Over 5,000 citizens visited the comfort station during this time. Branch libraries were also opened to the public as power was restored. Additionally, the City of Tallahassee opened Jack McLean Community Center, Sue McCollum Community Center, and Palmer Munroe Teen Center as comfort stations. Information about comfort stations was announced during press conferences and was disseminated by EOC Public Information staff through news releases, social media posts, the County’s Emergency Information Portal, and the City’s emergency information webpage.

Citizens reported to Library staff that they appreciated having a place to go with air conditioning, restrooms, drinking fountains and charging stations where they could stay as long as they liked. Citizens also enjoyed being around other people and utilized library resources such as books, magazines, computers, and the board games that Library staff made available. People stayed at the comfort station after their devices were charged, and many came back each day. For future emergencies, each Library facility could operate as a comfort station as long as the facility has electric service.

During community listening sessions following Hurricane Hermine, some citizens reported that phone calls made to the Library to inquire about the status of the comfort station were unanswered. The Library functioned exclusively as a comfort station from September 3 through September 7 and suspended its normal operations. Accordingly, the efforts of Library staff were focused on the operation of the comfort station and providing relief to citizens. The Library’s phone lines were sent to a voice recording during this time, which provided an announcement to callers that the Library was open as a comfort station.

Finding #79: During community listening sessions following Hurricane Hermine, some citizens indicated that they were unaware of the availability of comfort stations despite efforts to promote them through a variety of communications avenues as described above. Citizens suggested creating greater awareness of comfort stations by deploying signage along major roadways.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Community & Media Relations, Leon County Public Works

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Libraries

4.12 Permit Fee and Waivers and Relaxed Inspection Requirements

To help the community rebuild after Hurricane Hermine, Leon County and the City of Tallahassee made a joint decision on Monday, September 5 to waive growth management and building permit fees for storm-related repairs, as well as permit fees to remove storm-damaged trees, as long as the work was completed by either the homeowner or a licensed contractor. Fees were also waived retroactively for completed projects associated with damage from

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Hurricane Hermine. Additionally, in order to expedite power restoration, electrical service was allowed to be reconnected by a licensed electrical contractor with final inspections conducted at a later date. The timing of the County and City decision was important, as it occurred on a holiday weekend when permit offices were closed. This allowed citizens to begin making emergency repairs immediately without having to worry about securing permits in advance.

As indicated in Section 2.3 above, Leon County maintains a Catastrophe Reserve Fund to allow access to emergency funds during a declared local state of emergency. The Catastrophe reserve Fund can be used in support of staff overtime, equipment, contractual support (i.e. debris removal) and materials/supplies in the event of a natural disaster. In addition, funds may also be used to pay for solid waste and building/growth fees for eligible residents for the purpose of home restoration/construction. Leon County's Catastrophe Reserve Fund was utilized to reimburse the building fund for fees waived in support of the restoration effort. At the time this report was prepared, fees have been waived or refunded for 82 County building permits totaling nearly \$15,000 in fees, although staff is still receiving additional requests generally associated with after-the-fact permits and delays associated with insurance related issues.

Finding #80: The joint decision made by the County and City to waive permit fees for storm-related repairs was effective and allowed citizens to immediately make emergency home repairs while permit offices were closed.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Development Support and Environmental Management, Office of Financial Stewardship

4.13 Mosquito Control

Because Hurricane Hermine did not cause significant flooding issues, Leon County Mosquito Control was able to resume normal operations on Monday, September 5. At that time, Mosquito Control began focusing fog truck spraying in historically problematic areas such as Killlearn Lakes, the Lake Jackson area, Chaires area, Woodville, and Ft. Braden. Costs associated with enhanced mosquito control efforts following Hurricane Hermine were generally minor; however, these costs may be reimbursable by FEMA under the Public Assistance Program. Staff has initiated the process to seek reimbursement for these costs (Mission #294). Further discussion regarding FEMA assistance in other areas is provided in Section 4.17 below.

4.14 Debris Removal and Monitoring

Since 2012, Leon County and the City of Tallahassee have utilized joint contracts for debris removal and debris removal monitoring services to provide additional resources to County and City Public Works road crews when removing large volumes of disaster-generated debris. These contracts demonstrate exemplary coordination and communication between the two local governments to ensure that enough personnel are made available in a cost-effective manner and that all work is done in compliance with FEMA reimbursement standards. In fact, DSI's assessment found the County's debris clearance and removal practices to be well-organized, well-publicized, and generally outstanding.

Crowder-Gulf, having been activated on September 3 by both jurisdictions for cut and toss assistance to clear roadways, were subsequently engaged on September 5 to begin debris removal the following week on September 12. DRC Emergency Services was activated on

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September 20 and began removing debris on September 21. Debris removal operations occurred in two passes throughout the County with the goal to remove all debris from all public and private roads and rights-of-way in the County, including within City limits. In a coordinated effort with Crowder Gulf, Waste Pro began assisting with the removal of smaller debris piles and bulky items during the second pass, which ultimately allowed them to return to their normal pickup schedule. An automated call system was utilized to make residents aware that emergency debris removal services had been activated, inform citizens of what to expect and direct them to the EIP for additional details, and welcome questions by sharing contact information by phone.

Several types of debris were collected following the storm, including vegetative material, building materials, furniture, appliances, household hazardous waste, and other items. Also, as part of the debris removal process, debris contractors removed "leaners and hangers," which are trees and limbs that have not completely fallen but are within the right-of-way. Leon County Public Works and the County's debris removal contractors ultimately collected over 200,000 cubic yards of debris associated with Hurricane Hermine.

Simultaneous to the debris removal activation, the County and City also activated their debris removal monitoring service vendor, Witt-O'Briens Response Management, Inc. The status of debris operations was communicated by Public Information staff at the EOC using maps posted to both the County's Emergency Information Portal and the City's emergency information webpage along with a three-day planned work schedule describing the location where debris removal personnel were working.

Finding #81: Leon County Public Works and the County's debris removal contractors ultimately collected over 200,000 cubic yards of debris associated with Hurricane Hermine.

Finding #82: Debris removal efforts were communicated by an automated call system and regularly updated maps posted on the EIP.

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

Lead Agencies: Leon County Community and Media Relations

Support Agencies: Leon County Public Works

4.15 Initial Impact Damage Assessment

Hurricane Hermine resulted in extensive damage throughout the community. The results from the initial impact damage assessments were as follows:

- Destroyed properties: 45
- Properties with Major Damage: 187
- Properties with Minor Damage: 259
- Affected properties: 238

Immediately following Hurricane Hermine, LCEM and the Capital Area Chapter of the American Red Cross began collecting information on damaged homes. The Red Cross, a volunteer organization stretched thin servicing a region-wide emergency, was assisted by the County and City which provided 40 personnel over the course of two days to assist with the county-wide damage assessment process by ensuring the greatest degree of coverage to collect information on damaged properties.

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Leon County also developed and deployed a web portal for citizens to self-report damage which assisted in directing the teams deployed in the field. Tallahassee-Leon County GIS provided the support for mapping and compiling the assessments required to both assist the field teams and to prepare the information for submission to FEMA. The data collected from the initial impact damage assessments was submitted to FDEM so that the state could request a Preliminary Damage Assessment for Individual Assistance. These efforts successfully enabled Leon County residents to apply for FEMA Individual Assistance programs.

Finding #83: As demonstrated by the initial impact damage assessments accepted by FEMA, Hurricane Hermine caused extensive damage to residential homes across Leon County.

Finding #84: Initial Impact Damage assessment is a function traditionally facilitated by the American Red Cross. However, the County and City together deployed 40 personnel to assist with data collection during Hermine, and the Red Cross and LCEM provided just-in-time training on initial impact damage assessments. These teams were able to conduct a county-wide damage assessment in two days that successfully enabled Leon County to be eligible for FEMA Individual Assistance.

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

Lead Agencies: Leon County Administration

Support Agencies: Leon County Emergency Management

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

Lead Agencies: Leon County Administration, Tallahassee City Manager's Office

Support Agencies: Support: Leon County Emergency Management

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

Lead Agencies: Leon County Office of Information and Technology

Support Agencies: Leon County Emergency Management

4.16 County and City Navigation Teams

Following Hurricane Hermine, Leon County partnered with the City of Tallahassee to establish "navigation teams" to assist citizens with questions and information regarding the recovery. Navigation teams provided general information to citizens on recovery processes such as filing insurance claims, resources to assist with emergency needs and recovery efforts, permit fee waivers, and other general information. While the CEMP provides for the deployment of a Community Recovery Center (CRC) following a disaster with VolunteerLEON as the lead agency based on a lesson learned from Tropical Storm Fay, the availability of trained volunteers and parent organizations were limited due to the regional impact of the hurricane. The navigation teams provided a similar community resource to provide immediate and thorough relief to citizens impacted by the disaster while Leon County and community partners worked to restore services and critical infrastructure.

Navigation teams were staged at the North Florida Fairgrounds and at the Frenchtown Renaissance Center from September 9 to September 11, 2016. Additionally, a telephone hotline and specialized e-mail address (StormRecovery@leoncountyfl.gov) were established and

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monitored following the closing of the navigation centers. Most customers at the navigation centers were elderly, disabled, and/or fixed income citizens. Most customers' questions were focused on food assistance, tree removal assistance, transportation, and property damage/insurance claims. Overall, the navigation teams were well-received by citizens, many of whom expressed feeling better about their situation after talking with navigation team members.

Finding #85: While the CEMP calls for the deployment of Community Recovery Centers (CRC) following a disaster, Leon County and the City of Tallahassee recognized the limited availability of trained volunteers across the region and decided to establish navigation teams to provide this service.

Finding #86: While Leon County and the City of Tallahassee recognized the need to establish navigation teams following Hurricane Hermine to meet the needs of affected citizens, the Leon County CEMP provides for the establishment of a Community Recovery Center (CRC) following a disaster. Staff observed an opportunity to continue to enhance this resource for future emergency events.

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

Lead Agencies: VolunteerLEON

Support Agencies: Leon County Emergency Management

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

Lead Agencies: Leon County Emergency Management

Support Agencies: VolunteerLEON, Leon County Facilities Management, City of Tallahassee Environmental Services & Facilities, Leon County Sheriff's Office

4.17 FEMA Assistance

In advance of the Hurricane, Governor Scott declared a State of Emergency for 42 counties, including Leon County, on August 31, 2016. Based on the damage assessments by local officials throughout the state, Governor Scott requested a Presidential Disaster Declaration for Hurricane Hermine on September 20, 2016. The next day County staff met with the Tallahassee-based DSI Group, which manages the FEMA Public Assistance Program on behalf of the state and was consulted in the preparation of the After-Action Report, to outline the next steps of the federal assistance process and to reflect on the Hurricane Hermine response and recovery efforts. On September 28, 2016, President Obama declared a disaster for the State of Florida, including Leon County, authorizing the Public Assistance Grant Program.

4.17.1 Public Assistance Grant Program

The FEMA Public Assistance Grant Program is authorized through the Robert T. Stafford Disaster Relief and Emergency Assistance Act to assist state, tribal, and local governments, and certain private non-profit entities, severely affected by a disaster. To be eligible for the FEMA Public Assistance Grant Program declaration by the President of the United States which is provided in the form of federal reimbursement of eligible disaster expenses, a state must reach a damage cost threshold (\$1.41 per capita), and individual counties must reach a county-specific damage cost threshold (\$3.57 per

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capita). The 2016 threshold for the State of Florida is \$26,509,847 and Leon County's threshold is \$983,489.

On September 9, 2016, the Joint Preliminary Damage Assessment Team consisting of personnel from FEMA and the Florida Division of Emergency Management verified damage reported by Leon County Government, the City of Tallahassee and eligible private non-profit organizations. The Joint Preliminary Damage Assessment Team estimated \$8,771,036 in government and non-profit damage and response costs in Leon County due to Hurricane Hermine. This cost was used as part of the State of Florida's request for a Presidential Disaster Declaration. The statewide damage estimate for Hurricane Hermine was approximately \$45.5 million.

On October 10, 2016, an applicant briefing for government and eligible non-profits was held at the Public Safety Complex for Public Assistance Grant funding. The Florida Division of Emergency Management facilitated the briefing by reviewing program eligibility, application procedures, administrative requirements, and funding limits. Applicants typically have 30 days following a declaration or area designation to request Public Assistance; however the deadline to submit for Hurricane Hermine was extended until November 11, 2016. Leon County submitted its request for Public Assistance on October 28, 2016.

On November 9, 2016, a FEMA Public Assistance Coordinator assigned to help establish the partnership among FEMA, the state, and each applicant, conducted a kickoff meeting with Leon County Government to review specific project formulation and documentation, funding options, and special considerations that may affect funding. At the kickoff meeting, Leon County submitted an application to participate in the FEMA pilot program for the reimbursement of expenses associated with Hurricane Hermine. The County is utilizing the services of Wheeler EMC, Inc. to assist with the development of project worksheets and collection of FEMA-compliant documentation to ensure the maximum reimbursement of disaster costs through the FEMA Public Assistance Program.

Finding #87: The utilization of an experienced consultant is vital to navigate the FEMA application and reimbursement process for expenses incurred as a result of Hurricane Hermine.

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

Lead Agencies: VolunteerLEON

Support Agencies: Leon County Emergency Management

4.17.2 Individual and Households Program Assistance

FEMA's Individuals and Households Program (IHP) provides up to \$33,000 per household for necessary housing-related expenses and critical needs that cannot be met through other means. For a state or county to be eligible for FEMA IHP assistance, a damage assessment must be completed. Following Hurricane Hermine, LCEM and the Red Cross began collecting information on damaged homes as outlined in the County CEMP. As described in Section 4.15 above, Leon County's initial damage assessment results found 45 homes destroyed, 187 homes with major damage, 259 homes with minor damage, and another 238 homes affected by Hermine.

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For the FEMA IHP to be considered under the declaration, a variety of pertinent factors are considered for a given incident such as:

- The amount and type of damages
- The impact of damages on affected individuals, the state, and local governments
- The available resources of the state and local governments, and other disaster relief organizations
- The extent and type of insurance in effect to cover losses
- Assistance available from other federal programs and sources
- Imminent threats to public health and safety
- Recent disaster history in the state
- Hazard mitigation measures taken by the state or local governments, especially implementation of measures required as a result of previous major disaster declarations

Due to the widespread impact of Hermine, the resources available from the Red Cross to conduct initial impact damage assessments were stretched thin. On September 8 and 9, personnel from Leon County Government and the City of Tallahassee were called upon to complete initial impact damage assessments. An additional 40 County and City personnel were assembled and received just-in-time damage assessment training from the Red Cross before conducting initial damage assessments.

Given the sudden participation and brief training for County and City employees to conduct damage assessments, it was determined to err on the side of caution by documenting all damaged properties regardless of potential FEMA eligibility. Residents that suffered damage to their homes are not eligible for assistance if FEMA determines that the owner has the financial capacity to independently restore the home on their own or if the damage is covered by insurance. Upon completion of site visits and damage assessments, these small teams summarized the data collected and submitted it to the FDEM to request a Preliminary Damage Assessment for FEMA IHP assistance.

A Joint Preliminary Damage Assessment was conducted on September 13 and 14, 2016 consisting of personnel from FEMA, the Small Business Administration, the Florida Division of Emergency Management, and LCEM. FEMA's Joint Preliminary Damage Assessment Team leader commended Leon County for collecting damage information from the public through an online reporting portal (described earlier in Section 4.15) and providing the Team with color coded zone maps which offered quick damage designations and simplified route planning to assess damaged properties. Based on their findings from the 149 locations, the Joint Preliminary Damage Assessment Team believed it had identified enough information to include in the state's request for a Presidential Disaster Declaration. The ratio of destroyed properties and properties with major damage reported in our initial impact damage assessment was consistent with the ratio found in the 149 locations visited in the field validation. It is important to note that the damage identified by FEMA's Joint Preliminary Damage Assessment Team only reflected a sample of the actual damage throughout the County because its calculations are limited to the damage costs of eligible properties. As a result, the President's September 28 Disaster Declaration for the state did authorize the FEMA IHP in Leon County.

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The FEMA IHP consists of two program elements, Housing Needs Assistance and Other Needs Assistance for individuals. Housing support may include financial assistance for homeowners or renters in need of temporary housing solutions, reimbursement of lodging expenses, damage repair costs for a primary residence, and the replacement of a destroyed primary residence. According to the *Tallahassee Democrat*, Leon County residents received \$434,000 through this program as of November 21.

- Other Needs Assistance offers a wide variety of reimbursements for expenses incurred on critical needs caused by the disaster such as child care, medical and dental care, funeral and burial costs, and moving or storage expenses related to the disaster. This program also provides financial support for damages to essential items required for the home, school, or job such as the primary heat source, cleaning equipment (vacuum, dehumidifier, etc.), primary vehicle, and other necessary expenses or critical needs as determined by FEMA.
- While some housing assistance and reimbursement funds are available through these FEMA programs, most disaster assistance from the federal government is in the form of loans by the U.S. Small Business Administration (SBA). Home Disaster Loans through the SBA were made available to Leon County homeowners or renters for repairing or replacing destroyed real estate up to \$200,000 and personal property up to \$40,000. Unlike the FEMA assistance, these low-interest loans are available regardless of an applicant's ability to replace a roof out of pocket and may be used to replace personal property beyond the FEMA's critical needs limitations (primary vehicle, health care, and child care expenses, etc.). Business and Economic Injury Disaster Loans through the SBA are described in greater detail Section 4.18.4 of this report.

To aid citizens with registration for assistance programs, FEMA activated two outreach programs to facilitate registration by the November 28, 2016 deadline, Disaster Survivor Assistance and Disaster Recovery Centers.

- The Disaster Survivor Assistance Program Teams arrived on October 2, 2016 and made contact with storm victims at their homes and at community events. Disaster Survivor Assistance Program Teams visited all of the addresses previously identified by local officials offering guidance on how to access and navigate FEMA disaster assistance programs.
- A Disaster Recovery Center is a readily accessible facility where survivors may go for information about FEMA programs or other disaster assistance needs or questions related to their circumstance. The Disaster Recovery Center for Leon County was established in the large program rooms at the LeRoy Collins Main Library and operated between October 11, 2016 and October 27, 2016. Representatives from the Florida Division of Emergency Management, the Federal Emergency Management Agency, U.S. Small Business Administration (SBA), volunteer groups, and other agencies helped storm victims apply for federal disaster assistance and provide information on low-interest disaster loans for homeowners, renters, and businesses.

FEMA notified the LCEM Director that it was evaluating whether to open a separate Disaster Recovery Center for business needs. Upon notification through the LCEM Director, County Administration and the joint Office of Economic Vitality reached out to

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partner organizations capable and willing to host a more modest Disaster Recovery Center for business needs, such as the Greater Tallahassee Chamber of Commerce and DOMI Station, but FEMA ultimately made a determination to focus its area resources on residential needs.

Finding #88: Storm-related damage identified during County and City staff-led initial impact damage assessments and verified by FEMA's Joint Preliminary Damage Assessment Team supported the federal authorization of the Individual Household Assistance program in Leon County.

4.18 Business, Industry, and Economic Stabilization

The State's responsibilities for managing the resources available from the private sector, either through donation or compensation, to aid the recovery of the private sector is assisted by private sector partners represented in the State EOC by various business groups and associations such as the Florida Chamber of Commerce, the Florida Retail Federation, the Florida Petroleum Council, Visit Florida, etc. After a disaster occurs, the State's CEMP (ESF #18) calls for an economic assessment of impacted communities so that pertinent and timely information can be provided to the private sector on the recovery process. These responsibilities range from gathering information on retail establishments open for business to coordinating with the petroleum industry (ESF #12) to monitor the supply of transportation fuels. Although not identified in the County CEMP, Leon County and FDEM also share information relating to the hotel availability in support of hosting evacuees and staging response and recovery contractors. Included in this section are examples of positive and timely exchanges of information as well as areas identified for the County to take on additional responsibilities to enhance future response efforts. The section concludes with information on recovery assistance programs specific to businesses and commercial properties.

4.18.1 Retail Stores and Restaurants

On the afternoon following the Hurricane's passing, LCEM submitted two mission requests (#103 and #108) seeking the status, capabilities, and plans for retailers and gas stations in Leon County. The State EOC quickly responded to Mission Request #103 with a list of grocery stores and big box retailers that were open for business. At that time, all Publix grocery stores were open on generator power and area Walmart stores were awaiting the arrival of their generators by semi-truck. The first area Walmart store, as well as area home improvement stores, opened later that afternoon on September 2. The afternoon reopening of these large retailers was important to restore a level of normalcy in the community and provide access to critical supplies following the storm.

As expected, many local restaurants remained closed following the storm until power was restored and food inventory was inspected and/or replaced. Residents quickly flocked to local retailers to stock up on natural gas to cook on their barbeques. One anecdotal observation or finding in the two days following the Hurricane was the number of people that sought freshly cooked meals at the area hospitals. Capital Regional Medical Center, Tallahassee Memorial Hospital, and the Tallahassee Memorial Emergency Center-Northeast, each experienced extremely high volumes of customer traffic in their cafeterias because their generator systems allowed them to continue operations without interruption.

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Finding #89: State Emergency Support Function #18 gathers and provides information regarding the status of businesses that are open following a disaster. Public Information efforts immediately following Hurricane Hermine could have incorporated some of this information to assist citizens in locating stores that could provide disaster relief supplies.

Finding #90: Hospital cafeterias were the restaurant of “choice” as some of the few venues serving cooked meals immediately following Hermine.

4.18.2 Gas Stations

Mission Request (#108) by the County requested a fuel status report (ESF #12 in the State CEMP) due to the widespread power outages and reports of closed gas stations. Based on the State CEMP, ESF #12, FDEM has the primary responsibility to monitor and coordinate with the private sector suppliers of energy and transportation fuels such as propane, fuel oil, diesel fuel, and gasoline to ensure that adequate supplies are available and deliverable for normal community functioning. The State did not provide this information in a timely fashion as staff later learned that their method for determining fuel availability was to call all gas stations in Leon County. This lack of reporting capability by the State had not previously been relayed to County emergency managers by the State.

Sec. 526.143, F.S. requires gas stations of a certain size or within a certain proximity to established evacuation routes to maintain backup power for fuel pumps. This state law was enacted following the 2004-05 hurricane seasons, during which gas stations had adequate fuel supply but lacked the electric power to pump fuel for consumer purchase. During Hurricane Hermine, staff learned that the State EOC did not have readily available information regarding the status of gas stations in Leon County and whether they had backup power for their fuel pumps. Florida Statutes authorizes the State and local emergency management directors to directly collect and maintain information on these facilities.

Finding #91: State Emergency Support Function #12 is charged with gathering and providing information regarding fuel supplies and the status of gas stations that are open following a disaster. The State EOC did not have readily available information regarding the status of gas stations in Leon County and whether they had backup power for their fuel pumps.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Tallahassee-Leon County Geographic Information Systems

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4.18.3 Coordination with Local Hotels

The Leon County Division of Tourism Development is called upon during a hurricane for a variety of support including finding hotel rooms for residents who may have experienced damage to their home, out-of-town responders (electricians, contractors, EMTs, etc.) assisting with restoration and recovery efforts, and neighbors evacuating from nearby coastal communities. For the latter, Tourism embraces its role as a host for coastal evacuees and communicates with hoteliers to share up-to-date information on evacuation orders, road and bridge closings, power outages, and when it is safe to return to those areas.

As Hurricane Hermine approached the Big Bend area, Leon County Tourism posted special weather alerts on VisitTallahassee.com, surveyed hoteliers to gauge inventory and identify any special rate offers, updated its website to reflect properties with room availability, and activated the *Hotel Hotline* (606-BEDS [2337]) to speak directly with Tourism staff during regular business hours. Approximately 50% of lodging properties (25 hotels) were responsive to the survey and staff reached out to tourism industry partners daily to provide assessment reports throughout the emergency activation. As Tourism gathered this information daily, status reports were shared with the County EOC and upon request to Visit Florida.

After the storm had passed on Friday, September 2, fewer than 10 hotels had power and all were sold out and turning guests away. Unfortunately, many hotels in Leon County did not have alternate power sources and were forced to close since they could not accommodate guest needs and experienced inoperable phone and computer systems. Some of the properties that remained operational were downtown hotels that experienced minimal interruption of electrical service. However, several other properties throughout the County remained operational because they were equipped with backup generators. One large hotelier just outside of downtown relied on its permanent generator to accommodate guests while two properties near the I-10/Capital Circle interchange made preparations to rent generators in advance of the storm.

For the remainder of the weekend through Monday, September 5, Tourism staff acted as a conduit surveying local attractions and lodging properties as power was restored to determine their status of operations. Staff also informed hotel properties of the comfort station established at the Main Library and continually updated its website regarding area lodging and attractions with a focus on the number of visitors expected to arrive just a few days later for the FSU home football game on Saturday, September 10.

A credit to the mutual aid agreements already in place, many contractors arrived as power was restored with previously arranged hotel accommodations. It has long been a best practice of the response and recovery industry to have agreements in place with national hotel brands to ensure that employees have a place to stay even in a high demand period. That being said, Tourism was called upon in several instances to help place smaller groups of contractors throughout the week. In fact, Tourism assisted approximately 15 contractors with rooms in Wakulla County because they were forced to relocate due to the arrival of guests for the FSU football game on September 10.

In the wake of the storm, there were reports of hotels charging two to three times the normal room rate. According to a *Tallahassee Democrat* article published on October 4,

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2016, there were 57 complaints of price gouging in Leon County associated with Hurricane Hermine. According to the Florida Attorney General's Office, no formal actions have been taken against area hoteliers at the time of this writing.

Finding #92: The Leon County CEMP is silent regarding the role of Tourism Development staff during emergencies. Staff observed an opportunity to assign Tourism Development staff to the EOC to staff the Hotel Hotline.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Division of Tourism Development

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

Lead Agencies: Leon County Division of Tourism Development

Support Agencies: Leon County Emergency Management, Leon County Office of Information and Technology

Finding #93: While many hotels throughout the County lost power during Hurricane Hermine, many were able to remain operational as a result of advance planning – either by installing backup generators or by making arrangements in advance to rent backup generators.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Division of Tourism Development

Finding #94: Many mutual aid agencies arrived in Leon County with hotel arrangements already in place in accordance with standing agreements they have with national hotel chains. This is an industry best practice and should be reflected in all County and City mutual aid agreements.

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

Lead Agencies: Leon County Emergency Management

Support Agencies: Leon County Purchasing Division

4.18.4 Stabilization and Recovery Efforts

Although FEMA decided against opening a Disaster Recovery Center for business assistance, there were a number of organic and coordinated initiatives in support of entrepreneurs. As some businesses remained without power following the Labor Day holiday weekend, The Tallahassee-Leon County Office of Economic Vitality coordinated with local establishments such as Domi Station, CoLab @ The Pod, and the Institute for Nonprofit Innovation and Excellence which graciously opened their doors by offering free work space, coffee, and Wi-Fi in an air conditioned environment.

On September 6, Governor Scott activated Florida's Small Business Emergency Bridge Loan Program and allocated up to \$10 million to support small businesses impacted by

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the Hurricane. These short-term bridge loans were designed to provide interest-free financial assistance in a timely fashion for small businesses that experienced physical or economic damage as a result of Hurricane Hermine.

The Florida Small Business Emergency Bridge Loan Program is offered through the Florida Department of Economic Opportunity and administered locally by the Florida Agricultural and Mechanical University's Small Business Development Center (FAMU SBDC). The FAMU SBDC assembled a panel of five local lenders, and chaired by the Office of Economic Vitality, to rapidly review bridge loan applications. Owners of small businesses with two to 100 employees were eligible to apply for up to \$25,000 by October 31. Through this program, the panel approved 12 applications submitted by local businesses for a total of \$224,500 in emergency bridge loans.

On September 29, the day after the Presidential Disaster Declaration, the U.S. Small Business Administration (SBA) announced the availability of Disaster Loans to assist small businesses, non-profits, homeowners, and renters affected by Hurricane Hermine. This federal program offered greater capital through three types of low-interest disaster loans; Business Physical Disaster Loans, Economic Injury Disaster Loans, and Home Disaster Loans. Eligible Business Physical Disaster Loans loan applicants could borrow up to \$2 million to repair or replace damaged or destroyed real estate, machinery, and equipment, inventory, and other business assets. Applicants could also be eligible for an additional 20% on their loan for mitigation improvements to protect property from future damage caused by a similar disaster. The Economic Injury Disaster Loans could provide up to \$2 million to alleviate economic injury, less insurance coverage, and help meet working capital needs caused by the disaster.

The application window for physical property damage, as well as the home loans through the SBA previously discussed in Section 4.17.2, recently closed on November 28 but the deadline to submit an economic injury application is June 28, 2017. According to the *Tallahassee Democrat*, nearly \$8.2 million in SBA loans had been approved for Leon County residents and business owners as of November 20, 2016.

Section 5.0 Additional Opportunities and Recommendations

5.0 Additional Opportunities and Recommendations

Following is a compilation of additional observations during Hurricane Hermine along with recommendations for staff to address internally. These observations are generally associated with more technical and/or operational details than the remainder of this report, but are presented in Table 5 below in the interest of providing a complete and thorough examination of every aspect of Leon County’s preparedness and capacity for response and recovery. Further, the County engaged DSI, a professional emergency management consulting group, to review the findings contained in the After-Action Report and offer objective findings and recommendations, which are found throughout this report.

Table 5: Additional observations and recommendations associated with Hurricane Hermine

<u>Findings/Observations:</u>	<u>Recommendations:</u>	<u>Lead Agency:</u>
Finding #95: Although the CEMP provides for conference calls to be initiated when Apalachee Bay falls within the 5-day error cone, LCEM initiated conference calls on August 30 (two days before landfall). However, Hermine was still only a tropical depression at the time.	Amend the CEMP to provide for conference calls to begin when the state of Florida (rather than Apalachee Bay) falls within the 5-day error cone.	Leon County Emergency Management
Finding #96: Utilizing a web-based conference call platform would allow for participating agencies to utilize graphics and images to help build a common operating picture among all organizations engaged in emergency response activities.	Upgrade to a web-based conference call platform.	Leon County Sheriff's Office Information Technology Section
Finding #97: During Hurricane Hermine, staff observed an opportunity to enhance the flexibility of the EOC layout by configuring each EOC computer to allow any County or City employee to access their network.	Configure EOC workstation computers to allow both County and City staff to access their networks.	Leon County Sheriff's Office Information Technology Section
Finding #98: During Hurricane Hermine, staff observed a potential opportunity to streamline response efforts by improving the work order management system utilized during emergencies.	Convene a task force to evaluate the requirements of interfacing to various work order management systems during emergency events.	Leon County Office of Information and Technology

Section 5.0 Additional Opportunities and Recommendations

<u>Findings/Observations:</u>	<u>Recommendations:</u>	<u>Lead Agency:</u>
<p>Finding #99: Public Information staff must balance the need to keep the media informed about the progress of response activities while also addressing other areas of their responsibility, such as responding to citizen inquiries. This topic is addressed in the CEMP but should be refined.</p>	<p>Clarify the CEMP to provide for the EOC Public Information Officer and the LCEM Director to establish a schedule for media briefings at the beginning of any extended incident and communicate this schedule with media partners.</p>	<p>Leon County Community and Media Relations</p>
<p>Finding #100: Media partners visiting the EOC requested to observe the activities of response personnel working in the EOC.</p>	<p>To minimize disruptions to emergency response personnel and to maintain the security of the EOC, explore providing a video-only live feed of the EOC in the Media Room for visiting media partners to use.</p>	<p>Leon County Office of Information and Technology</p>
<p>Finding #101: Many individuals served at the EOC throughout the duration of the activation. Additional training could enhance depth among the EOC support team, allowing the rotation of staff during an emergency activation. This would limit the burden on departments and agencies contributing staff to the EOC.</p>	<p>Continue to provide training for staff from all participating agencies and include them in training and exercise plans.</p>	<p>Leon County Emergency Management</p>
<p>Finding #102: Incident Action Plans were not distributed to all staff in the EOC.</p>	<p>Ensure the consistent distribution of Incident Action Plans to EOC staff during each operational period.</p>	<p>Leon County Emergency Management</p>
<p>Finding #103: Citizen Information Line staff and volunteers could benefit from more frequent situation reports from Public Information Staff in the EOC.</p>	<p>Amend the CEMP to designate Leon County Community and Media Relations as the lead entity responsible for providing situation reports to CIL staff.</p>	<p>Leon County Emergency Management</p>
<p>Finding #104: During Hurricane Hermine, 2-1-1 Big Bend lost power to its main facility, requiring the agency to relocate to the Public Safety Complex.</p>	<p>Amend the Tallahassee-Leon County Local Mitigation Strategy to designate the 2-1-1 Big Bend facility as a critical facility and assist in seeking funding to install a backup generator.</p>	<p>Leon County Emergency Management</p>

Section 5.0 Additional Opportunities and Recommendations

<u>Findings/Observations:</u>	<u>Recommendations:</u>	<u>Lead Agency:</u>
<p>Finding #105: Future shelter operations should include a plan for registered sex offenders. Though no conflicts occurred during Hurricane Hermine, registered sex offenders require a separate shelter or must be segregated from the main shelter population.</p>	<p>Work with the Leon County Sheriff's Office to resolve issues relative to registered sex offenders and emergency shelter operations.</p>	<p>Leon County Emergency Management</p>
<p>Finding #106: Staff from the Leon County Office of Intervention and Detention Alternatives (OIDA) observed a need to ensure that monitoring devices for clients with court-ordered GPS monitoring can operate continually in the event of extended power outages. Batteries on GPS monitoring devices must be charged daily, so in the event of an extended power outage, clients need to have a designated place to recharge their device's battery.</p>	<p>Designate a location where OIDA clients can charge their GPS monitoring device battery during emergency events and update internal procedures to be able to communicate this location with clients.</p>	<p>Leon County Office of Intervention and Detention Alternatives</p>
<p>Finding #107: Staff observed a need during Hurricane Hermine to improve the process for gathering information from citizen reports made through the Consolidated Dispatch Agency, the Citizen Information Line, and 2-1-1 Big Bend on road conditions and storm-related damage in order to best facilitate response and recovery efforts.</p>	<p>Identify ways to collect additional details about downed trees, such as the diameter of the tree and whether it involves a power line, when receiving reports from the public.</p>	<p>Leon County Emergency Management</p>
<p>Finding #108: The layout of some temporary debris staging areas was restrictive and did not allow for easy access for equipment and staging of debris.</p>	<p>Re-evaluate and identify debris staging areas throughout Leon County, ensuring that these sites are configured such that they can accommodate sufficient volume of debris and equipment.</p>	<p>Leon County Public Works</p>
<p>Finding #109: Staff observed an opportunity to further enhance the County's ability to assist citizens following a disaster through navigation teams and/or Community Resource Centers.</p>	<p>Identify a community organization that can assist with navigating insurance claims as a member of the Community Organizations Active in Disaster (COAD) and as a participant at a Community Recovery Center or as part of a navigation team following a disaster. Amend COAD governing documents and the Leon County CEMP as appropriate.</p>	<p>VolunteerLEON</p>

Section 5.0 Additional Opportunities and Recommendations

<u>Findings/Observations:</u>	<u>Recommendations:</u>	<u>Lead Agency:</u>
	Pre-identify suitable sites that can serve as Community Recovery Centers, as well as logistical support needs and site layouts. Assign sworn law enforcement officers to direct facility security operations.	Leon County Emergency Management
Finding #110: Closer coordination with debris removal and monitoring contractors is needed to ensure that sufficient trucks, equipment, and staffing will be available to fully support future debris operations.	Coordinate with debris removal contractors during pre-hurricane season kickoff meetings to identify equipment that will be needed to remove debris from private roads that are in poor condition.	Leon County Public Works
	Re-evaluate the terms of debris removal and monitoring contracts to ensure that contractors' resources and personnel will be available to meet local needs.	Leon County Public Works
	During pre-hurricane season kickoff meetings each year, verify the debris monitoring contractor's proposed command center location to ensure adequate space is available to properly conduct monitoring operations.	Leon County Public Works
	Conduct a tabletop exercise with debris removal and monitoring contractors during pre-hurricane season kickoff meetings.	Leon County Public Works
	Designate a staff member to act as a project manager to oversee debris monitors and haulers.	Leon County Public Works

Section 6.0 Conclusion

6.0 Conclusion

Hurricane Hermine was the most severe weather event to affect Leon County since Hurricane Kate in 1985. Damage caused by the storm left many thousands of citizens without electricity for several days, frustrated by the pace of restoration, amid rumors of delays due to the refusal of additional resources available to assist with the recovery, and people's expectations related to the reliability of available information in the age of social media. Although these challenges presented a significant test of Leon County's plans, training, partnerships, and response capabilities during Hurricane Hermine, Leon County coordinated large-scale response and recovery activities involving a variety of partnering response agencies to quickly and effectively meet citizens' needs following the disaster.

While the impacts of Hurricane Hermine were severe, Leon County recognizes that it must continue to enhance its plans and capabilities to prepare for even larger, more severe disasters. The strengths and recommendations for continuous improvement contained in this After-Action Report will help to further enhance Leon County's preparedness for future emergency events.

In reviewing all aspects of Leon County plans, preparations, response, and recovery efforts from Hurricane Hermine, staff has identified the 110 findings and 80 recommendations presented in this report. In recognition of the importance of these findings, Leon County has already begun to address a number of the recommendations for improvement. For example, Leon County has adopted a list of state and federal legislative priorities for 2017 that includes seeking funding to enhance the disaster resilience of critical facilities throughout the County in partnership with the City of Tallahassee. Additionally, County, City, and Talquin Electric staff have already begun the process of refining protocols to establish Road Clearing Task Force crews during future incidents to further expedite the restoration of critical transportation networks. Together with the specific recommendations for revisions to the County's Comprehensive Emergency Management Plan, these actions demonstrate Leon County's commitment to learning lessons from every emergency event, developing solutions to identified issues, and following through on their implementation in the interest of better serving citizens.

Based on the Board's direction, staff will bring back future agenda items as needed to implement the recommendations contained in this After-Action Report. In addition, staff will provide a status report to the Board on the implementation of these findings and recommendations prior to the start of the 2017 hurricane season.

Section 7.0 Appendices

7.0 Appendices

Appendix A: List of Acronyms

Appendix B: Citizens for Responsible Spending Post-Hurricane Recovery Best Practices Task Force Final Report

Appendix C: County Attorney Memorandum Regarding Emergency Management Powers

Appendix D: Leon County CEMP

Appendix E: Leon County Board Policy No.07-2, "Reserves"

Appendix F: 2016 Disaster Survival Guide for the Capital Area

Appendix G: EM Constellation Mission Requests

Attachment #2: Table of Hurricane Hermine After Action Report Recommendations

#	Recommendation	Expected Time Frame	Status
1.1	Update the Leon County CEMP to provide for community listening sessions to be held following major emergency events, and encourage the City's joint participation in these sessions.	Immediate	Complete
5.1	Direct staff to prepare an agenda item to return the emergency management function on a year-round basis under the Board of County Commissioners, reporting to the County Administrator.	Immediate	Complete
9.1	The City's emergency management plan should be included as an annex to the County's CEMP.	Short-Term	In Process
13.1	Update the Leon County CEMP to incorporate the findings and recommendations identified in this report.	Immediate	Complete
14.1	Engage the Apalachee Regional Planning Council to initiate a comprehensive update of the PDRP and Disaster Housing Strategy, as appropriate, incorporating lessons learned from Hurricane Hermine.	Long-Term	In Process
17.1	Staff should explore establishing a permanent temporary debris removal site on the northeast side of town, and once identified, include this site in an updated Debris Management Plan.	Long-Term	Complete
18.1	Working with Leon County Human Resources, continue to identify NIMS training needs for new and existing County staff and provide training opportunities to meet these needs.	Short-Term	Complete
18.2	Staff concurs with DSI's recommendation to undergo a self-assessment of the County's emergency management program through the Emergency Management Accreditation Program.	Short-Term	Complete
19.1	Amend the Leon County CEMP to reflect Leon County's Catastrophe Reserve Fund and its allowable uses during emergency events.	Immediate	Complete
22.1	Continue to pursue targeted partnerships with local civic organizations to build awareness and familiarity with Leon County's public safety services including emergency management.	Short-Term	Complete
24.1	Work with Talquin Electric and City Utilities to further promote tree removal and replacement programs through the annual Disaster Survival Guide and other methods.	Short-Term	Complete
25.1	Direct staff to prepare a future agenda item for the consideration of partnering with the City of Tallahassee in engaging a disaster planning professional to evaluate the community's overall vulnerabilities, resiliency, and community expectations.	Short-Term	Complete
31.1	Work with Leon County Schools, higher education institutions, and state agencies to coordinate the timing of announcements related to facility closures and reopenings.	Short-Term	Complete
32.1	In coordination with Leon County Schools, amend the County's Debris Management Plan to reflect needs for road, sidewalk, and bus stop clearance prior to reopening schools following a disaster. Coordinate with the City to similarly amend its debris management plan.	Short-Term	Complete
35.1	Review the pre-landfall requests with the State EOC and FDOT representatives to identify the state resources available to the community prior to an anticipated emergency.	Immediate	Complete
35.2	Review the mission status terms in the EM Constellation Standard Operating Procedures with FDEM and remedy the reasons for labeling denied mission requests as "complete."	Immediate	Complete

Attachment #2: Table of Hurricane Hermine After Action Report Recommendations

40.1	Amend the CEMP to reflect hosting a press conference prior to the landfall of any hurricane or tropical storm anticipated to affect Leon County to provide transparent and timely communications about both policy and tactics	Immediate	Complete
42.1	Ensure that all public information and communication efforts among response agencies are coordinated through the Joint Information Center in the EOC.	Immediate	Complete
43.1	All social media communications by government officials during emergencies should be consistent with, informed by, and refer back to the Emergency Information Portal.	Immediate	Complete
45.1	Evaluate opportunities to reconfigure existing mobile apps or implement a new mobile app for emergency management, preparedness, and disaster communications.	Short-Term	Complete
45.2	Work with FDEM to leverage the use of AlertFlorida upon implementation by the State to provide mass notification in the event of future emergencies.	Short-Term	In Process
46.1	Work with local radio partners to increase awareness of the availability of emergency public information.	Short-Term	Complete
46.2	Working with WFSU, evaluate opportunities for County and City Public Information Officers to provide live, on-air emergency information during future incidents.	Short-Term	Complete
46.3	Designate WFSU as the definitive resource for emergency and public safety information on the radio and identify the personnel needed at the EOC to report this information.	Short-Term	Complete
46.4	Re-examine and upgrade if necessary the existing telecommunications link with WFSU in the Public Safety Complex.	Short-Term	Complete
46.5	Working with the City of Tallahassee, evaluate including the WFSU facility on the list of critical circuits for power restoration.	Short-Term	Complete
46.6	Work with FSU to provide additional backup generator support to the WFSU broadcast facility.	Short-Term	Complete
46.7	Explore providing video production support (satellite uplink, etc.) for media partners in the Public Safety Complex to broadcast briefings and community updates.	Short-Term	Complete
47.1	Designate a dedicated Commission Liaison(s) during future large-scale emergency events to provide a coordinated two-way communication link with elected officials and entities involved in response and recovery operations.	Immediate	Complete
51.1	Explore opportunities to enhance promotion and awareness of 2-1-1 Big Bend and its role during emergencies to reach more citizens and expand services to those in need.	Short-Term	Complete
52.1	Evaluate the capability of all emergency shelters to accommodate special needs shelterees in future updates to the CEMP.	Short-Term	Complete
53.1	Explore opportunities to further enhance outreach regarding the special needs registry and to refine the questionnaire.	Short-Term	Complete
54.1	Update the Leon County CEMP, Annex 17 – Animal Issues to reflect the availability of the mobile pet shelter and other resources that are available from community partners.	Immediate	Complete

Attachment #2: Table of Hurricane Hermine After Action Report Recommendations

55.1	Coordinate with the Florida Department of Health in Leon County to identify training opportunities and technical assistance for local health care facilities in the development and implementation of emergency facility plans.	Short-Term	Complete
60.1	Update the Leon County CEMP, Annex 16 – Law Enforcement and Security to reflect the availability of law enforcement officers to assist with initial road clearing operations in addition to their primary law enforcement roles. In this update, ensure that these officers are provided with the proper safety equipment, bottled water, and any other supplies needed to safely execute these responsibilities	Immediate	Complete
60.2	Identify other County personnel who may be in the field during emergency response operations (e.g., Animal Control, Code Compliance, etc.) and ensure these personnel are provided with bottled water and critical emergency public information that they can share with citizens in the field, such as the location of comfort stations and Points of Distribution.	Immediate	Complete
63.1	Update the Leon County CEMP to formalize Road Clearing Task Force crews consisting of Leon County Public Works, City of Tallahassee Electric, and Talquin Electric. Coordinate with the City to similarly update its emergency plans.	Immediate	Complete
68.1	Throughout an incident, work with City of Tallahassee Utilities and Talquin Electric to communicate the overall plan for utility restoration as well as general information regarding where utility crews are working to restore service each day.	Immediate	Complete
71.1	Include additional traffic safety information in pre- and post-disaster emergency communication efforts.	Immediate	Complete
72.1	Update the Recovery Annex of the Leon County CEMP and Annex 3 – Public Works and Engineering for consistency and to reflect the City of Tallahassee and Talquin Electric as the lead agencies for water and wastewater infrastructure restoration following a disaster.	Immediate	Complete
73.1	Work with the City of Tallahassee to seek funding to install backup generators on pump stations.	Immediate	Ongoing
74.1	Amend the CEMP to reflect new reporting requirements for pollution events as outlined in Proposed Rule 62-4.161.	Short- Term	In Process
76.1	Amend the Leon County CEMP to provide for the identification of sites throughout the County that can serve as stationary food service locations.	Immediate	Complete
77.1	In support of the Board’s 2017 State and Federal Legislative Priorities, seek funding to enhance the disaster resilience of facilities throughout the County that may serve logistical needs during emergency events.	Immediate	Complete
79.1	Deploy variable message boards on major roads directing citizens to comfort stations during future emergencies.	Immediate	Complete
79.2	Identify all Leon County Libraries as potential comfort stations for future emergencies.	Immediate	Complete
80.1	Amend the Leon County CEMP to include the emergency waiver of building permit fees for disaster-related repairs.	Immediate	Complete
82.1	Although there were many communications efforts related to establishing debris removal expectations to the public, additional operational and communication improvements should be made to better identify the planned allocation of resources.	Short-Term	Complete
84.1	Determine opportunities for Leon County to assume the lead role in conducting damage assessments in the future and amend the CEMP as appropriate.	Short-Term	Complete
84.2	Identify and recruit personnel from County and City departments to staff initial impact damage assessment teams and provide training in the FEMA Damage Assessment criteria annually prior to hurricane season.	Short-Term	Complete

Attachment #2: Table of Hurricane Hermine After Action Report Recommendations

84.3	Implement updated technology that will allow for field data collection that integrates with GIS technology.	Long-Term	Complete
86.1	Direct staff to identify a community organization that can assist with navigating insurance claims as a member of COAD and as a participant at Community Recovery Center following a disaster. Amend COAD governing documents and the Leon County CEMP as appropriate.	Short-Term	Complete
86.2	Pre-identify suitable sites that can serve as Community Recovery Centers, as well as logistical support needs and site layouts. Assign sworn law enforcement officers to direct facility security operations.	Immediate	Complete
87.1	Retain a consultant on an ongoing basis to assist with navigating the FEMA reimbursement process, similar to the County's contracts for emergency debris removal.	Short-Term	Complete
91.1	Given the authority provided in Florida Statutes, Leon County Emergency Management should collect and maintain information on gas stations that have backup power supplied to their fuel pumps.	Short-Term	Complete
92.1	Update the Leon County CEMP to reflect Tourism Development staff's role in coordinating hotel availability during emergencies including the Hotel Hotline.	Immediate	Complete
92.2	Transfer the Hotel Hotline to a desk at the EOC after hours and during closures to be staffed by Tourism Development and volunteers.	Immediate	Complete
93.1	Work with local hoteliers to raise awareness regarding the need for local hotels to remain operational during emergency events and provide technical assistance as appropriate.	Short-Term	Complete
94.1	Review the County's existing mutual aid agreements and ensure that all existing and future agreements provide for agencies to have agreements in place to guarantee hotel accommodations upon arrival.	Short-Term	Complete
95.1	Amend the CEMP to provide for conference calls to begin when the State of Florida (rather than Apalachee Bay) falls within the 5-day error cone.	Immediate	Complete
96.1	Upgrade to a web-based conference call platform.	Short-Term	Complete
97.1	Configure EOC workstation computers to allow both County and City staff to access their networks.	Short-Term	Complete
98.1	Convene a task force to evaluate the requirements of interfacing to various work order management systems during emergency events.	Short-Term	Complete
99.1	Clarify the CEMP to provide for the EOC Public Information Officer and the LCEM Director to establish a schedule for media briefings at the beginning of any extended incident and communicate this schedule with media partners.	Immediate	Complete
100.1	To minimize disruptions to emergency response personnel and to maintain the security of the EOC, explore providing a video-only live feed of the EOC in the Media Room for visiting media partners to use.	Short-Term	Complete
101.1	Continue to provide training for staff from all participating agencies and include them in training and exercise plans.	Short-Term	Complete
102.1	Ensure the consistent distribution of Incident Action Plans to EOC staff during each operational period.	Immediate	Complete

Attachment #2: Table of Hurricane Hermine After Action Report Recommendations

103.1	Amend the CEMP to designate Leon County Community and Media Relations as the lead entity responsible for providing situation reports to CIL staff.	Immediate	Complete
104.1	Amend the Tallahassee-Leon County Local Mitigation Strategy to designate the 2-1-1 Big Bend facility as a critical facility and assist in seeking funding to install a backup generator.	Immediate	Complete
105.1	Work with the Leon County Sheriff's Office to resolve issues relative to registered sex offenders and emergency shelter operations.	Short-Term	In Process
106.1	Designate a location where the Office of Intervention and Detention Alternatives clients can charge their GPS monitoring device battery during emergency events and update internal procedures to be able to communicate this location with clients.	Immediate	Complete
107.1	Identify ways to collect additional details about downed trees, such as the diameter of the tree and whether it involves a power line, when receiving reports from the public.	Short-Term	Complete
108.1	Re-evaluate and identify debris staging areas throughout Leon County, ensuring that these sites are configured such that they can accommodate sufficient volume of debris and equipment.	Short-Term	Complete
109.1	Identify a community organization that can assist with navigating insurance claims as a member of the Community Organizations Active in Disaster (COAD) and as a participant at a Community Recovery Center or as part of a navigation team following a disaster. Amend COAD governing documents and the Leon County CEMP as appropriate.	Short-Term	Complete
109.2	Pre-identify suitable sites that can serve as Community Recovery Centers, as well as logistical support needs and site layouts. Assign sworn law enforcement officers to direct facility security operations.	Immediate	Complete
110.1	Coordinate with debris removal contractors during pre-hurricane season kickoff meetings to identify equipment that will be needed to remove debris from private roads that are in poor condition.	Immediate	Ongoing
110.2	Re-evaluate the terms of debris removal and monitoring contracts to ensure that contractors' resources and personnel will be available to meet local needs.	Short-Term	Ongoing
110.3	During pre-hurricane season kickoff meetings each year, verify the debris monitoring contractor's proposed command center location to ensure adequate space is available to properly conduct monitoring operations.	Immediate	Complete
110.4	Conduct a tabletop exercise with debris removal and monitoring contractors during pre-hurricane season kickoff meetings.	Immediate	Complete
110.5	Designate a staff member to act as a project manager to oversee debris monitors and haulers.	Immediate	Complete



REQUEST FOR PROPOSALS (RFP)

NO.

0093-17-CC-RC

Community Resilience Plan

May 24, 2017

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ATTACHMENTS TO THIS RFP

Attachment A – Representations/Certifications
Attachment B – MBE Utilization
Attachment C – Statement of Good Faith Efforts
Attachment D – Local Vendor Affidavit
Attachment E – Cost/Fee Proposal
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This request is for proposals to assist a joint effort between the City of Tallahassee (the City) and Leon County (the County) in fulfilling the requirements described herein. This Request for Proposal (RFP) will be handled in accordance with City purchasing policies and procedures.

SECTION 1.0 GENERAL INFORMATION

The purpose of this RFP is to solicit technical and financial proposals for professional services supporting the development of a detailed strategy and implementation roadmap comprising a comprehensive Community Resilience Plan (CRP) for the City and the County (the Community). Responses to this RFP should provide the respondent's technical approach to developing a tailored CRP resulting in a sustainable strategy and implementation model that together further the Community's goals, as outlined herein.

SECTION 2.0 BACKGROUND

The City is a full-service municipality providing a wide range of diverse and essential services to Tallahassee, Leon County and beyond, such as electric power generation, electric transmission and distribution, potable water, wastewater treatment, storm water management, traffic management, streets and drainage, animal services, parks and recreation, police, fire and public transit. (For more information on the services provided by the City or its service territory, please visit www.talgov.com).

The County also provides a wide range of services to a similar population, including human, library, and housing services, emergency medical services, emergency management, disaster preparedness and response, environmental services, engineering and construction services, and tourism development. (For more information on the services provided by the County or its service territory, please visit www.leoncountyfl.gov.)

The City and County want to ensure that the community can survive, adapt and even grow when faced with chronic stresses or acute shocks. Chronic stresses are those that can weaken the fabric of a community on a daily or cyclical basis such as high unemployment, inadequate public transportation systems, climate change, endemic violence, poverty, and food and water shortages. Acute shocks are more sudden or unexpected in nature and may include hurricanes, floods, heat waves, disease outbreaks, cyber-attacks, terrorism and more.

2.1 Current Circumstance/Situation

The City with nearly 3,000 employees is organized into main services areas, and within those service areas, the City is further divided into Departments and Divisions. (For more information on the City's organizational structure, please see the City's organization chart at <https://www.talgov.com/uploads/public/documents/manager/pdf/cot-orgchart.pdf>).

The County with nearly 2,000 employees is organized into service areas and within those service areas, the County is further divided into Departments and Divisions. (For more information on the County's organizational structure, please see the County organization

chart at <http://www.leoncountyfl.gov/OrgChart/index.html>).

While each has a specific role or responsibility, all City and County Departments and Divisions are charged with ensuring that essential services are provided to citizens on a consistent and reliable basis even during adverse weather or other emergency situations, and during acute and chronic stresses to the community. Therefore, the City and County remain in a constant process of evaluating equipment, resources and workflow, and identifying areas for further internal and external collaboration and improvement in order to maximize this reliability. On a macro scale, this includes such things as hardening critical utility infrastructure, preparing for storm response, and improving and developing new methods for efficient and effective customer communications.

A coordinated, centralized community resilience plan will complement the ongoing emergency planning efforts by the County and City related to mitigation, response, and recovery. The City and County believe that such an effort would assist in identifying what is already being done, identifying current and projected vulnerabilities including areas of greatest risk, learning from and incorporating methods or best-in-class approaches that other similarly situated communities are implementing, benchmarking progress, and establishing new resiliency goals and objectives.

Since the City and County provide a wide array of services across Tallahassee, Leon County, and the surrounding area, and because community resiliency includes a very broad range of issues and considerations, the City and County are jointly seeking proposals from experienced parties to support the development and implementation of a Community Resilience Plan.

SECTION 3.0 SCOPE OF SERVICES/PROJECT DESCRIPTION

The City is seeking the services of an experienced consulting firm to assist in developing a resilience plan that will better identify, understand, and marshal all available assets and resources in Tallahassee-Leon County towards its objectives. The City is requesting proposals for one firm to provide services including but not limited to the scope of work broadly described below.

Contractor shall provide qualified personnel to perform services related to the development of a resilience plan. The types of services that may be included, but are not limited to:

1. Project Preparation:
 - a. Develop detailed project plan for Resiliency Planning effort (including scope, roles, milestones, etc.)
 - b. Establish a Planning Steering Committee
 - c. Identify planning contributors and the nature, extent, and timing of stakeholder involvement
 - d. Identify methods of communication among planning team members / public
 - e. Establish points of contact for the Resiliency Plan effort
 - f. Identify methods for gaining consensus on Resiliency Plan decisions
 - g. Develop Resiliency Plan vision, goals, and objectives

2. Explore Threats:
 - a. Examine and assess data on past, current, and potential hazards linked to acute shocks and chronic stresses
 - b. Identify data gaps and how to address them
 - c. Identify community expectations related to acute shocks and chronic stresses
 - d. Inventory community asset classes (e.g. transportation, utilities, medical, social, economic)
 - e. Identify and map all current resiliency activities
 - f. Analyze key community infrastructure vulnerabilities within asset classes
 - g. Quantify exposure to vulnerability through facilitated workshop with local stakeholders

3. Assess Vulnerabilities and Risks:
 - a. Identify the criteria for sensitivity and criteria for adaptive capacity and critical thresholds
 - b. Establish the most critical vulnerabilities related to acute shocks and chronic distresses
 - c. Determine the extent of ability to influence each vulnerability
 - d. Develop and conduct stress scenarios to test and establish the potential range of impact
 - e. Identify, document, and map priority focus areas for planning targeted resiliency efforts and activities
 - f. Present to and coordinate confirmation of vulnerabilities with Steering Committee

4. Identify Solutions and Prioritize Planning Activities
 - a. Identify options to build resilience to the identified threats (reduce vulnerabilities, lessening level of consequence, and increasing supporting response and recovery, related but not limited to utility restoration, power generation for critical infrastructure such as sewer pump stations and signalized intersections, tree mitigation, and communications)
 - b. Establish prioritization criteria
 - c. Prioritize options through facilitated input from identified resiliency stakeholders
 - d. Develop Resiliency Plan incorporating prioritized resiliency activities and options along short, medium, and long-term timeline
 - e. Facilitate and incorporate feedback from the Planning Steering Committee and identified resiliency stakeholders
 - f. Document and articulate administrative and government approvals required to adopt and implement

5. Develop a Resilience Plan
 - a. Analyze potential funding sources for identified planning activities

- b. Present to Planning Steering Committee
- c. Finalize Resiliency Plan

SECTION 4.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of RFP	May 24, 2017
Pre-Proposal Conference – Mandatory	May 31, 2017 at 10:00am
Deadline for Questions/Inquiries	June 06, 2017 by 4:30PM
Anticipated Addendum in Response to Questions Received on or about	June 09, 2017
Due Date/Time (Deadline)	June 15, 2017 by 4:30 PM
Scoring/Ranking on or about	June 21, 2017
Presentations on or about (If needed)	June 23, 2017
Scoring/Ranking of Presentations (If needed)	June 26, 2017
Anticipated Award	July 11, 2017 (Leon County) July 19, 2017 (City of Tallahassee)

SECTION 4.1 CONTRACT PERIOD

Contract Period: One Year following the date of the award by the City Commission.

SECTION 5.0 PRE-PROPOSAL CONFERENCE – MANDATORY

- (a) **Prospective proposers MUST attend this mandatory pre-proposal conference as a condition for submitting a bid:**

TIME/DATE: 10:00 AM (EASTERN TIME); May 31st, 2017

LOCATION: FLORIDA ROOM
SECOND FLOOR, CITY HALL
300 SOUTH ADAMS STREET, TALLAHASSEE, FL

NOTE 1: PLEASE ALLOW AMPLE TIME TO GO THROUGH SECURITY AND ARRIVE BY SCHEDULED TIME. BIDDERS MUST SIGN-IN

- (a) Prospective Proposers attending the pre-proposal conference **MUST** register (sign in) at the pre-bid conference as proof of attendance.
- (b) Proposals will be rejected if submitted by proposers that do not attend **AND** register at the pre-proposal conference.
- (c) Proposers are cautioned that in no event shall failure to satisfy themselves regarding the requirements of this solicitation, constitute grounds for a claim of any kind after contract award.

SECTION 6.0 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call, **PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8280, or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Notice of all public meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams St, Tallahassee, FL as far in advance of the meeting as possible.

SECTION 7.0 REQUESTS FOR CLARIFICATIONS

ALL questions concerning this Request for Proposals must be directed through:

Claudia Cooper, Purchasing Agent/Contract Specialist
TELEPHONE: (850) 891-8401 or (850) 891-8280 (Central Desk)
E-MAIL: Claudia.Cooper@talgov.com
FACSIMILE: (850) 891-0969

City of Tallahassee
Procurement Services Division
300 S. Adams Street, Third Floor
Tallahassee, Florida, 32301-1731
Request for Proposal No: 0093-17-CC-RC

DEADLINE FOR ALL QUESTIONS: See SECTION 4.0 SCHEDULE OF EVENTS

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the RFPs' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the RFP.

SECTION 8.0 PROPOSAL RESPONSE REQUIREMENTS

- 8.1 A response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements listed above in a clear and concise manner in the order stated herein. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.
- 8.2.0 The submitted proposal must follow the rules and format outlined within this section. Adherence to these rules will ensure a fair and objective analysis of all proposals. **Unnecessarily lengthy documents are discouraged.**
- 8.3 Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.
- 8.4 The City reserves the right to seek additional/supplemental representation on specific issues as needed.
- 8.5 Proposers shall construct their proposal in the following format and a tab must separate each section. Do not submit TECHNICAL PROPOSAL and COST/FEE PROPOSAL together. Place in separate sealed envelopes/packaging.
- 8.6 **PROPOSAL 1 – TECHNICAL PROPOSAL**
 - 8.6.1 In a SEALED ENVELOPE (or other packaging), provide ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format.

DO NOT INCLUDE ANY COST/FEE'S IN ANY PART OF THE TECHNICAL

PROPOSAL.

TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION (two page limit)

Present in brief, concise terms, a summary level description of the contents of the SOQ and of your company and its capabilities. The signer of the SOQ must declare that the SOQ is in all respects fair and in good faith without collusion or fraud, and that the signer of the SOQ has the authority to bind the principal proposer. At a minimum the following information will be included:

- a. Name of Firm
- b. Mailing Address of Firm
- c. Physical Address of Firm
- d. Name of Contact Person
- e. Phone Number
- f. Fax Number
- g. Cell Phone Number
- h. E-mail Address
- i. Business Structure
- j. If a joint venture or prime/subcontractor arrangement of two firms, indicate how the work will be distributed between the partners.
- k. Number of Years Firm in Business
- l. Proof of Liability Insurance
- m. Total Number of Staff- Management: ___ Clerical: ___ Field: ___
- n. Describe and Explain any Litigation, Major Disputes, Contract Defaults, and Liens in the Last Ten Years.

TAB 2 – REFERENCES

References - List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, email address and brief description of project. (Attachment F)

TAB 3 – EXPERIENCE/PAST PERFORMANCE - (six page limit)

- a. Respondents and respondent's team must demonstrate previous project references of at least five equivalent projects within the last five years. Project references should include projects within the scope of services in this RFP, and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Demonstrate experience with at least one project within this region. Also include information regarding the firm's capabilities and background.
- b. List all sub-consultants to be utilized and their experience with the scope of services in the RFP.

Respondents must demonstrate an impressive track record in their dealings with private and public owners or prime consultants on similar past projects, and descriptions of prior work accomplishments.

TAB 4 – PLANNING ACTIVITIES/STATEMENT OF WORK AND REQUIREMENTS
(eight page limit)

The respondent shall clearly demonstrate their understanding of the requirements and needs of the RFP with comprehension of technical aspects related to the RFP, and their ability to interpret and communicate project's scope. Include a brief discussion of the respondent's management capacity and system for coordinating the work.

- a. The respondent shall present their approach to servicing the City of Tallahassee and the methods to be used to carry out their responsibilities.
- b. Each proposal must include a work plan that addresses approach and method of how work will be performed. The objective of the work plan is to demonstrate the respondent's experience, the expertise of its personnel who will render the requested services, and the respondent's ability to logically plan and complete a project. The work plan shall include details of methodology, expected sequence of tasks, subtasks and important milestones.

TAB 5 – STAFFING PLAN (six page limit)

A staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish those services described in Section 3.0 Scope of Services/Project Description that are to be provided by the firm. Project management and technical personnel within each discipline shall be identified. Other items to be included in the discussion of the staffing plan are:

- a. Availability of personnel and equipment to perform the work.
- b. A description of the responsibilities of proposed available personnel and their interrelationships. This should clearly show supervisory relationships, functional areas of work provided by position, and the physical location of the individuals; i.e. office and city.
- c. For firms having more than one office, the location of the office to be assigned primary responsibility for the work. If certain elements of the work will be done at different locations, a listing of each location and of the staff and work to be performed at each location.
- d. Identification of any functional type of work proposed to be performed by sub-consultant firms. For each such work element, identification of each sub-consultant and location of the responsible office. (Listing more than one sub-consultant firm for each work element is encouraged. Previous experience has shown this facilitates more competitive pricing when developing project specific cost proposals under this master contract.)

***NOTE:** Tab 5 - The Staffing Plan will be used to supplement scores in the following categories: Tab 3 - Experience and Past Performance; Tab 4 - Planning Activities/Statement Of Work And Requirements; Tab 7 - Approach and Method. If oral presentations are required, firms will be requested to provide an organizational chart of their contract team, which includes the physical location (city) that each member works from. Also during the oral presentation phase, if needed, the respondent will be

requested to concentrate on the direct experience of the individuals proposed to execute the City's work and not on related experience of the firm, nor experience of firm employees who are not proposed to be significantly involved in providing services to the City.

TAB 6 – RESUMES (fifteen page limit)

Only include resumes of personnel to be employed to actually perform the work. Each resume should provide the following as a minimum (multiple page resumes are acceptable with a three page maximum per resume):

1. Name and Title.
2. Position within the organizational structure
3. Office where primarily located.
4. Years of experience with current firm and other firms.
5. Education and year of each degree obtained.
6. Relevant Certifications

Area of practice specialization, if any, and relevant work experience and project history evidencing specialization TAB 6 Resumes.

TAB 7 - APPROACH AND METHOD

The respondent shall clearly demonstrate their understanding of the requirements and needs of the RFP with comprehension of technical aspects related to the RFP, and their ability to interpret and communicate project's scope. Include a brief discussion of the respondent's management capacity and system for coordinating the work.

- a. The respondent shall present their approach to servicing the City of Tallahassee and the methods to be used to carry out their responsibilities.
- b. Each proposal must include a work plan that addresses approach and method of how work will be performed. The objective of the work plan is to demonstrate the respondent's experience, the expertise of its personnel who will render the requested services, and the respondent's ability to logically plan and complete a project. The work plan shall include details of methodology, expected sequence of tasks, subtasks and important milestones.

TAB 8 - CITY OF TALLAHASSEE DOCUMENTS

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – MBE Utilization
- Attachment C - Statement of Good Faith Efforts
- Attachment D – Local Vendor Affidavit

8.7 **PROPOSAL 2 – COST/FEE PROPOSAL**

In a SEPARATE, SEALED ENVELOPE (or other packaging), provide an **ORIGINAL (SO IDENTIFIED) AND TWO (2) COMPLETE COPIES** of your proposed fee for services defined herein for the term of the contract. **Sealed proposals consisting of one (1) electronic format copy (FLASH DRIVE OR**

COMPACT DISC (CD)) IN MICROSOFT EXCEL of the Submittal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format. Failure of the Respondent to follow this outline may result in the rejection of the Submittal. Submit Attachment E – COST/FEE SCHEDULE in Proposal 2. The fees shall include all travel, equipment, and any other related expenses. Attachment E is a sample, please identify all deliverables and describe what is included in the deliverable. Proposers shall submit their Fee Proposal based on deliverables and project timeline. The Fee Proposal must be submitted in Excel Format.

DO NOT INCLUDE ANY FEE PRICING IN ANY PART OF PROPOSAL 1.

8.8 Responses shall be submitted as follows.

8.8.1 All responses must be in writing. All responses, **an ORIGINAL, so identified, five (5) complete copies, and a thumb drive of the original proposal** shall be submitted in a sealed envelope/container, which will be received (recorded and clocked in)

At: **City of Tallahassee
Procurement Services Division
300 S. Adams Street, Third Floor, Box A-28
Tallahassee, Florida, 32301-1731
Until: 4:30 P. M., LOCAL TIME, June 15, 2017
Request for Proposal No: 0093-17-CC-RC**

8.8.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

8.8.3 **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Respondent. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED. Please allow sufficient time for delivery to City Hall.**

8.8.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

- 8.8.5 The City shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.
- 8.8.6 Firms responding to this RFP must be available for in-person presentations/interviews, in the event the Selection Committee requests presentations by shortlisted firms.

SECTION 9.0 EVALUATION CRITERIA

CRITERIA	MAX SCORE	FACTOR	MAXIMUM POINTS
TECHNICAL PROPOSAL			
Past Performance	5	6	30
Understanding Statement of Work and Requirements	5	6	30
Approach and Method	5	6	30
References	5	2	10
Local Vendor	5	1	5
MBE	5	2	10
COST/FEE PROPOSAL			
Cost/ Fees	5	6	30
Maximum Points Allowed			145

9.1 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .
2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
3	Average / Meets Most	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's

	Expectations	information for this element of the evaluation criteria is average .
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is above average .
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is Excellent .

9.2 Technical Score:

Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Respondent respectively. The fractional value of points to be assigned will be rounded to one decimal place.

9.3 Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

The following **example** illustrates the method utilized to proportionally award the cost proposal points. For this example, assume the maximum number of **cost** points is 40:

<u>Cost Proposal</u>	<u>Respondent</u>	<u>Points Calculation</u>
\$100,000	Respondent 1 (Lowest Cost)	40.0
\$125,000	Respondent 2 ($\frac{100000}{125000} \times 40$)	32.0
\$150,000	Respondent 3 ($\frac{100000}{150000} \times 40$)	26.7

9.4 Overall Score and Ranking: The Respondent's Technical point score plus the Cost/Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

SECTION 10.0 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Minority and Women Business Enterprise (MWBE) participation shall be a selection criterion in the RFP evaluation /scoring process.

- 10.1 It is the goal of this Project to have a minimum 12.5% MWBE participation. The Consultant shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:
- 10.1.1 An explanation/narrative of how the goal of 12.5% MBE participation shall be met for this contract.
 - 10.1.2 List of the locally certified MWBE firms that will be utilized on this contract including the services they are to provide.
 - 10.1.3 The methodology for monitoring the MWBE participation on a continuing basis.
 - 10.1.4 If no suitable MWBE participation can be found, the Respondent must demonstrate a Good Faith Effort was made to identify a suitable MWBE and Attachment F will need to be included in the RFP Response.
- 10.2 Good Faith
- Failure to submit the MWBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MWBE portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.
- 10.3 **As part of the RFP Evaluation process, a total of 10 points may be awarded for MWBE participation: 5 points for the MWBE plan and 5 points for utilizing a certified MWBE firm(s).** The OEV's Minority, Women and Small Business Enterprise (MWSBE) Division will evaluate the MWBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.
- Attachment D must be submitted for each MWBE firm proposed, as supporting documentation to the MWBE Certification.** NOTE: When submitting the MWBE Utilization Form, **ensure** all proposed MWBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MWBE vendor will not be considered in the MWBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.
- 10.4 MWBE directories are available on the OEV's website at <http://oeforbusiness.org/programs/minority-women-smallbusiness-enterprise/>; or Information found at these websites may not be up-to-date.
- 10.5 Should you have any MWBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington of the OEV's MWSBE Division at (850) 219-1060.

SECTION 11.0 LOCAL BUSINESS INCENTIVE

The City has established a Local Business Incentive Program whereby a Local Business may qualify for a local business preference. To qualify, the prime bidder must have maintained a permanent place of business with one or more full-time employees within Leon, Wakulla, Gadsden, or Jefferson County, Florida for a

minimum of six (6) months prior to the date proposals are scheduled to be received by the City of Tallahassee. To be eligible, the prime bidder must complete, sign, and submit attached Local Business Certification Application. If prime bidder is already certified as a Local Business, submit copy of your Local Business Certificate with your response to this solicitation. In addition, the local business or firm must perform at least 60% of the scope of work using employees in its local place of business.

- Effective May 9, 2012, Local Business Certified Firms located within Leon, Gadsden, Wakulla, or Jefferson Counties receive the maximum points referenced in Section 5 of this solicitation.

- Firms located outside of the above referenced counties receive "0" Points.

NOTE: Local Business Preference shall not apply to procurements or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

SECTION 12.0 CONTRACT AWARD

12.1 The City reserves the right to incorporate the successful firm's SOQ into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

12.2 The selected firm will be required to assume responsibility for all services offered in the SOQ. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

12.3 A copy of the recommended ranking will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may also obtain a copy of the final ranking from the City's Web site at:

<http://www.talgov.com/doingbusiness/b2g.aspx>

SECTION 13.0 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any SOQ, to reject any or all SOQs in whole or in part, with or without cause, and/or to accept the SOQ that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 14.0 GENERAL TERMS AND CONDITIONS

14.1 EQUAL OPPORTUNITY AGREEMENT

14.1.1. In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

14.1.2 By submitting a SOQ, the respondent agrees to --

- a. Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- b. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

14.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

14.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2) (a), 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

14.3 ISSUANCE OF ADDENDA

14.3.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

14.3.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

14.3.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of SOQs.

14.4 PAYMENT

14.4.1 Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Local Government Prompt Payment Act. For more information, please refer to Florida Statute 218.70.

14.4.2 Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

14.5 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property

which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's SOQ.

14.5.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its SOQ whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

14.5.2 Other Insurance Provisions

14.5.2.1 Commercial General Liability and Automobile Liability Coverage

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13.5.2.2 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

14.5.2.3 All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

13.5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

14.5.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

14.5.2.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

14.5.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

SECTION 15.0 GRIEVANCE PROCEDURES

(a) **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii **Protest of Recommended Award**

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity

the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.
- (d) **Final Decision.** The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.
- (e) **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

SECTION 16.0 SELECTION PROCESS

16.1 The Selection Committee will review and score all SOQs received (by the due date), and determine the shortlisted firms (firms with the highest scores) using the selection criteria established for this project.

16.2 The Selection Committee will receive presentations and may conduct interviews of the shortlisted firms and will establish ratings for each firm in accordance with the scoring criteria established for this project.

16.3 The Selection Committee will recommend the order of ranking for City Commission approval.

16.4 The contract for this project will be negotiated with the shortlisted firm ranked highest, as approved by City Commission.

SECTION 17.0 CONFIDENTIALITY

17.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City is a governmental entity subject to the Florida Public

Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Note, the City does not consider cost proposals to be proprietary and this information will be made public. Cost proposals marked as proprietary or confidential will not be evaluated and zero points will be given.

- 17.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

SECTION 18.0 PROHIBITED COMMUNICATIONS

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or

Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____

MAIL ADDRESS: _____

(City) (State) (Zip Code+4)



**ATTACHMENT B
MBE UTILIZATION FORM**

Respondent: _____

Address: _____

Phone: _____ - _____ - _____ RFP Number _____

RFP Name: _____

MBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MBE Sub-Contractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-contractor a certified MBE? Yes No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: _____ %

Percentage amount of contract with sub-contractor/supplier: _____ %

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

ATTACHMENT C

STATEMENT OF GOOD FAITH EFFORTS MBE Professional Service Projects

RESPONDENT: _____

DATE: _____

This form is to be completed if Respondent fails to achieve the MBE goals established for this project. The Respondent is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the Respondent has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the Respondent to exercise good faith efforts. Any act or omission by the City shall not relieve the Respondent of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended.** A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

___ Yes ___ No ___ Not Held

2. **Whether and when the Respondent provided written notice to certified MBE's listed in the City of Tallahassee MBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MBE's of the specific work the Respondent intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.**

All letters from Respondent's to prospective MBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

A. Provide complete list of all MBE's solicited.

B. Provide **DATE** letters were mailed (MBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.

Statement of Good Faith Effort, Page 1 of 4

- Best time to reach you by phone (MBE firms will be canvassed regarding your

responsiveness to their calls and project information they received from your firm.)

- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the Respondent selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the Respondent to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals.**

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>MBE Firm</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Whether the Respondent considered all quotations received from MBE's and for those quotations not accepted, the Respondent should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a Respondent's failure to meet project goals.**)

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

<u>Name of MBE</u>	<u>MBE's Quote</u>	<u>Name of non-MBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. **Whether the Respondent provided interested MBE's assistance in reviewing the contract plans and specifications.**)

Name the MBE firms provided assistance and describe how your firm provided such assistance.

6. **Whether the Respondent assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary.**

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

7. **Indicate whether the Respondent has utilized MBE subcontractors on City, or other local, contracts within the past six months.**)

<u>Project Name</u>	<u>MBE Firms Used</u>	<u>Dollar Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. **Whether the Respondent advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities.**

List which papers carried your ad and attach a copy of the ad.

9. **Written documentation that the Respondent contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down.**)

Statement of Good Faith Effort, Page 3 of 4

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts.)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

ATTACHMENT D



Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

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 meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: 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."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Attachment E

COST/FEE Proposal
(Sample)

Submit your recommended deliverables, timeline and pricing shall be submitted in MICROSOFT EXCEL FORMAT.

DELIVERABLE #	DELIVERABLE	ANTICIPATED TIME TO COMPLETE DELIVERABLE	COST
* GRAND TOTAL COST			

Evaluation Points will be calculated on the Grand Total Cost.

The following cost breakdown is required to identify the key personnel, roles and pay scale of those working on this project. Also indicate the percentage of time, based on full time Employee (include title), dedicated to this project. These costs are not additional to those Task costs identified above.
(Example: A full time employee dedicated to the project for 20 hours per week will equal to 50 %)

EMPLOYEE #	PERSONNEL NAME - TITLE	HOURLY RATE	PERCENTAGE OF TIME DEDICATED TO PROJECT
1			
2			
3			
4			

ATTACHMENT F

References

(This page must be submitted with the proposal and shall become an integral part of the resultant contract.)

Respondent Name: _____

REFERENCES

Proposer should submit a minimum of five (5) clients to whom the Proposer has provided services within the last five years, similar to those being proposed to the City.

Description of Work – i.e. Length of Contract Period. Type of Work Performed.	Contact name, title, phone number, address and email address

Attachment G

Each Proposal envelope/box shall be sealed and identified as specified below:

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP RESPONSE PACKAGE(S).
Cut out label and tape to outer sealed envelope(s) or package(s).



DO NOT OPEN - SEALED PROPOSAL	
RFP NO.:0093-17-CC-RC	RFP TITLE: Community Resilience Plan
DUE DATE AND TIME:	
<u>LATE PROPOSAL WILL NOT BE ACCEPTED</u>	
<u>FROM</u> Name of Firm:	
Contact Name:	Phone No.:
Email Address:	Fax No.:
Deliver To: PROCUREMENT SERVICES DIVISION 3RD FLOOR, CITY HALL, CITY OF TALLAHASSEE 300 SOUTH ADAMS STREET, MAIL BOX A-28 TALLAHASSEE, FL 32301-1731	


**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

May 23, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Tallahassee-Leon County Affordable Housing Workgroup Status 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:	Shington Lamy, Director, Office of Human Services & Community Partnerships Jennifer Sousa, Affordable Housing Coordinator

Statement of Issue:

This agenda item seeks Board acceptance of a status report on the Tallahassee-Leon County Affordable Housing Workgroup's activities to date. Additionally, the item seeks Board consideration of the Tallahassee-Leon County Affordable Housing Workgroup's recommendation to invite Purpose Built Communities to assist in the redevelopment of Orange Avenue Apartments and the surrounding neighborhoods. Finally, this item seeks Board approval to schedule a joint workshop with the City to consider the Workgroups final report and recommendations.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendations:

- Option #1: Accept the Status Report on the Tallahassee-Leon County Affordable Housing Workgroup's activities.
- Option #2: Invite Purpose Built Communities to assess the feasibility of applying its model to the Orange Avenue Apartments project and authorize staff, in partnership with the City, to assist.
- Option #3: Authorize staff to schedule a joint workshop of the County and City Commissions for October or November 2017 to consider the final Plan and recommendations of the Tallahassee-Leon County Affordable Housing Workgroup.

Report and Discussion

Background:

During the October 27, 2016 Joint Affordable Housing Workshop, the County and City Commissions established the Tallahassee-Leon County Affordable Housing Workgroup (Workgroup) and tasked the Workgroup with developing a plan for the redevelopment of a multi-family housing unit that provides the following:

- Recommendations for the coordination and collaboration of local government, not-for-profit and for-profit resources.
- A housing design that considers the needs of residents and enhances the overall community.
- Recommendations for leveraging the financial resources of local, state and federal agencies to address permanent support housing for the homeless population.
- Considers engaging organizations that promote best practices in affordable housing models.
- Recommendations for a structure that would sustain the collaborative effort of the Affordable Housing Workgroup.

The Commissions charged the Workgroup to complete the plan within 150 days. The Commissions also directed that United Partners for Human Services (UPHS) assist the Workgroup by providing recommendations that consider the social services needs of the affordable housing residents such as healthcare, education, and workforce training. On January 24, 2017, the Board authorized the County Administrator to enter into a joint agreement with the City to retain the services of the Florida Housing Coalition to provide research, analysis, and technical support to staff.

This agenda item is essential to the following FY2017-FY2020 Strategic Initiatives that the Board approved at the January 24, 2017 meeting:

- Support the Joint County-City Affordable Housing Work Group's efforts to develop a holistic plan for the redevelopment of a multi-family affordable housing project and identification of additional transitional housing opportunities through community partnerships (2016-28).

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priority.

- (Q4) Support and promote access to basic health and welfare services to our community members most in need.
- (Q5) Support strong neighborhoods.

Analysis:

The established Workgroup is comprised of local affordable housing stakeholders. Table #1 reflects the members of the Workgroup.

Table #1. Tallahassee-Leon County Affordable Housing Workgroup Membership

Members	Representing
Bill Wilson, Chairman	Leon County Affordable Housing Developer
Antoine Wright, Vice-Chair	Habitat for Humanity of the Big Bend
Wanda Hunter	Leon County
Raoul Lavin	City of Tallahassee
Rick Kearney	Beatitude Foundation
Brenda Williams	Tallahassee Housing Authority
Michelle Gayle	Leon County Schools
Dan Moore	Ability 1 st
Libby Lane	Tallahassee Lenders' Consortium
Sylvia Smith	Big Bend Homeless Coalition
Herbert Corbin	Bethel Community Development Corporation
Mike Rogers	Housing Finance Authority of Leon County
Curtis Taylor	Tallahassee Urban League
Talethia Edwards	City of Tallahassee Affordable Housing Consumer
Derry Williams	Leon County Affordable Housing Consumer
Lillie Thomas	City of Tallahassee Affordable Housing Developer
Amanda Wander	Big Bend Continuum of Care

Since convening in January, the Workgroup has held five meetings. In an effort to identify multi-family housing unit designs that promote the enhancement of communities as well as the quality of life of the residents, the Workgroup has reviewed data outlining the general need for affordable housing in Leon County; discussed the specific types of affordable housing needs, such as workforce, permanent supportive and transitional housing; reviewed funding available through state and federal sources; and, discussed the current services and program offered through County and City governments. The Workgroup has received a presentation from UPHS Executive Director, Ellen Piekalkiewicz, who shared information on the existing not-for-profit community services and agencies in Leon County. The Workgroup has also toured two local affordable housing developments that serve as a model for transitional and permanent housing for the chronically homeless: Westgate, located at 3203 Westgate Court and the Dwellings, located on Blountstown Highway.

Most recently, the Workgroup invited Purpose Built Communities (Purpose Built) to its April 19th meeting. At that time, David Edwards and Kathleen Brownlee, CEO, and Vice-President of Purpose Built, respectively, presented the organization's holistic approach to affordable housing which entailed redeveloping aging and outdated multi-family housing developments (i.e. Section 8, low income multi-family units, etc.), as well as the surrounding neighborhoods in order to break the cycle of inter-generational poverty. The representatives of Purpose Built shared with the Workgroup that its approach to revitalizing neighborhoods and the residents include the following elements:

- Developing mixed-income multifamily housing;
- Establishing an educational institution tailored for the residents of the housing development; and
- Introducing wellness programs such as health centers and urban community gardens.

Mr. Edwards shared that Purpose Built provides consultation and technical support to communities that wish to implement its model at no charge. Typically, Purpose Built works with a local foundation or private organization to focus on a defined neighborhood in which its model could be successfully replicated. However, Purpose Built requires that it be invited into the community to provide its services. Mr. Edwards stated that should Purpose Built be invited to the Tallahassee-Leon County community, its services would include assisting in the creation of a local foundation or private organization that would spearhead a redevelopment project.

During the April 19 meeting, the Workgroup also received a presentation from Jim Gauley, Chief Operating Officer of New Columbia Residential (Columbia), a residential construction/development company specializing in quality, affordable housing that fulfills the needs of residents and enhances the aesthetic standards of the community. In December 2016, Columbia was selected by the Tallahassee Housing Authority (THA) to develop a master plan for the Orange Avenue Corridor (South Monroe Street to Blair Stone Road) which includes the Orange Avenue Apartments. Mr. Gauley told the Workgroup that the master plan would include working with the Planning Department as well as engaging the residents and surrounding neighborhood residents to determine the needs of the community. The master plan is scheduled to begin in June 2017 and be completed in September 2017.

Columbia is intimately familiar with the Purpose Built model and has planned and developed several Purpose Built projects, including the New Orleans mixed-income, multi-family development that the Task Force toured in the Spring of 2016. Prior to meeting with the Workgroup, Purpose Built and Columbia representatives toured the Orange Avenue Apartments. The 29-acre obsolete public housing development was built in 1972. After the tour, Mr. Edwards and Mr. Gauley shared with the Workgroup that based on their initial assessment the Orange Avenue Apartments could potentially be an appropriate project for the Purpose Built model. Columbia's representative, Jim Gauley, stressed that participation by Purpose Built in the master plan process would add value in redeveloping the multi-family housing units and the adjacent neighborhoods.

On May 8, 2017 the Workgroup voted unanimously to recommend that the County and City Commissions invite Purpose Built Communities to assist Columbia in master planning process. Based on their successful partnership in other projects, the Workgroup concluded that Purpose Built provides the appropriate model to coordinate the effective use of local government, not-for-profit and for-profit resources that could address the needs of residents, enhance the community and put an end to the intergenerational poverty that currently plagues the community.

The Workgroup also deemed it appropriate that the County and City Commission invite Purpose Built as soon as possible so that it may participate in the master planning process of the Orange Avenue Apartments. It is important to note that the THA also supports the participation of Purpose Built in the master planning process.

Should the Board accept the Workgroup's recommendation, the next appropriate step would be to direct staff to work with Purpose Built in its detailed assessment of the Orange Avenue Apartments and the surrounding neighborhoods for application of the Purpose Built model. Upon Board approval, staff would assist Purpose Built in engaging representatives from the community at-large, as well as business and civic leaders to share ideas and resources that would promote, support and sustain the community revitalization efforts. Purpose Built refers to these leaders as "Community Quarterbacks" and they are essential to the successful implementation of the Purpose Built model. Community Quarterbacks are usually a newly created not-for-profit foundation that leads the revitalization by engaging community members and building partnerships, securing funding, both public and private, and coordinating the implementation of the housing, education and wellness components of the model as part of the vision. In addition, Purpose Built would continue to partner with the Workgroup to identify additional options or recommendations that could be included in the Workgroup's final plan for the redevelopment of a multi-family housing unit.

As the Workgroup intends to complete its tasks by June 30, staff recommends that the Board schedule a joint workshop with the City Commission for Tuesday, October 10, 2017, 1 p.m. – 3 p.m. to consider the Workgroup's final report and recommendations.

Options:

1. Accept the Status Report on the Tallahassee-Leon County Affordable Housing Workgroup's activities.
2. Invite Purpose Built Communities to assess the feasibility of applying its model to the Orange Avenue Apartments project and authorize staff, in partnership with the City, to assist.
3. Authorize staff to schedule a joint workshop of the County and City Commissions for October or November 2017 to consider the final Plan and recommendations of the Tallahassee-Leon County Affordable Housing Workgroup.
4. Do not accept the Status Report on the Tallahassee-Leon County Affordable Housing Workgroup.
5. Do not invite Purpose Built Communities to assess the feasibility of applying its model to the Orange Avenue Apartments project.
6. Do not authorize staff to schedule a joint workshop of the County and City Commissions.
7. Board direction.

Recommendations:

Option #1, 2, and 3.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

May 23, 2017

To: Honorable Chairman and Members of the Board

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

Title: Voluntary Collection Agreement with Airbnb for the Collection of Tourist Development Taxes

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
Lead Staff/ Project Team:	Patrick T. Kinni, Deputy County Attorney Kerri Post, Director, Tourism Development

Statement of Issue:

This agenda item seeks the Board's approval to enter into a Voluntary Collection Agreement with Airbnb for the Collection of Tourist Development Taxes.

Fiscal Impact:

This item has a fiscal impact to the County. If the Board enters into the Agreement contemplated herein, additional Tourist Development Taxes (TDT) in the amount of \$46,000 are anticipated to be collected per year. Airbnb will begin collecting and remitting TDT revenues on the effective date and the additional revenue will be contemplated in the tentative FY18 budget presented to the Board at the June Budget Workshop.

Staff Recommendation:

Option #1: Approve the Voluntary Collection Agreement with Airbnb for the collection of Tourist Development Taxes (Attachment #1).

Report and Discussion

Background:

As discussed during the Board Retreat held on December 12, 2016, alternative lodging websites like Airbnb, have become an increasingly popular method utilized by consumers to lease short-term vacation properties around the country. A preliminary analysis conducted by staff indicates that the use of such alternative lodging websites may either be intentionally or unintentionally evading the collection and payment of the Tourist Development Tax (TDT). While such alternative lodging options may be increasingly popular with short-term renters, they may be having the unintended consequence of jeopardizing growth in Tourist Development Tax collections and evading important regulatory measures faced by traditional commercial rental lodging establishments.

Short-term rental platforms, such as Airbnb, provide unique challenges for local governments' enforcement of the TDT imposed and collected in accordance with Section 125.0104, Florida Statutes. Short-term rental platforms use modern information technology, including, Web sites and mobile apps to allow hosts and renters to transact business with one another without the use of traditional rental companies. Such platforms typically provide information about the properties, online payment methodologies, and renter ratings to help ensure quality and assistance with a speedy resolution. The short-term rental platform business model is part of the "sharing economy," which is premised on access to, rather than ownership of resources; and connecting customers and business providers outside of traditional business platforms. For example, some "hosts" rent out a room in their home, or their entire home while they are out of town. In recent years, the business model has developed into a large industry of professional "hosts," in various locations within and outside of the United States.

Through the use of Airbnb, in 2016, staff estimates that approximately 300 Leon County hosts earned \$933,000 from 8,000 guests (parties) in the County with an average "room rate" of \$116.63. If a tourist tax were remitted to Leon County on these sales \$46,650 would have been collected. In 2016, Airbnb reported that Florida received more than \$20 million in bed tax money and state revenue in 2016, and that the collection of sales tax in Leon County began in December 2015. To build on the continued growth in TDT collections, there have been ongoing discussions with representatives of Airbnb to explore terms and conditions for an agreement that would result in Airbnb collecting and remitting TDT to Leon County. In working with the County Administration, Tourism Development, and the Tax Collector, the County Attorney's Office negotiated the draft Agreement for the Board's consideration that would align with nearly 40 other Florida counties already receiving TDT revenue through Airbnb. Should the Board approve the Voluntary Collection Agreement, staff projects an additional \$46,000 in TDT revenue for FY 2018 with consistent growth in subsequent years as this technology platform for booking overnight stays becomes more commonplace.

Analysis:

Section 125.0104, Florida Statutes, Local Option Tourist Development Tax, allows local governments to enact ordinances imposing tourist development taxes of between 2 and 5 percent on the gross rental price. The tax is on the renting, leasing, or letting for consideration of accommodations for six months or less. In Leon County, the Leon County Tax Collector collects the TDT; however, in as many as twenty-two (22) counties that do not administer the tax themselves, the Florida Department of Revenue administers collection of the tourist development tax. Section 125.0104, Florida Statutes, provides certain regulatory measures that require that the TDT be charged by the person receiving the consideration and shall be collected from the lessee, tenant, or customer at the time of payment of the consideration. The person receiving the consideration shall receive, account for, and remit the tax. The agents that collect and receive the rent as the owner's representative are required to register as a dealer and collect and remit the tax. If the agent has no role in collecting or receiving the rent, the person receiving such rent must register as a dealer and collect and remit the tax.

Airbnb has entered into contracts with several counties, plus the Florida Department of Revenue, which effectively eliminates its liability for past unpaid taxes, including tourist development taxes, while agreeing only to voluntarily collect and remit taxes on a prospective basis. Staff on the other hand has negotiated a collection contract with Airbnb that alleviates the legal concerns we have had in the past about these other agreements, including the waiver of back taxes and penalties and interest, and the limitation on audit abilities against hosts.

Therefore, it is the recommendation of the County Attorney's Office, with the concurrence of County Administration and Doris Maloy, Leon County Tax Collector, that Leon County enter into a Voluntary Collection Agreement for Leon County Tourist Development Tax obligating it to collect and remit TDT in compliance with our ordinance and the provisions of Section 125.0104, Florida Statutes.

Options:

1. Approve the Voluntary Collection Agreement with Airbnb for the collection of Tourist Development Taxes (Attachment #1).
2. Do not approve the Voluntary Collection Agreement with Airbnb for the collection of Tourist Development Taxes.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Voluntary Collection Agreement for Leon County Tourist Development Tax.

**VOLUNTARY COLLECTION AGREEMENT
FOR
LEON COUNTY TOURIST DEVELOPMENT TAX**

THIS VOLUNTARY COLLECTION AGREEMENT (the “**Agreement**”) is dated _____, 2017 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”), and Leon County, Florida, a charter county and political subdivision of the State (“**County**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations (“**Hosts**”) and third parties booking such accommodations (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations to which Airbnb is not a party (“**Booking Transaction**”); and

WHEREAS, the County and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable tourist development taxes (“**TDT**”) imposed under Chapter 11, Article III, Leon County Code of Laws, as amended (the applicable “**Code**”) for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in Leon County (the “**Taxable Booking Transactions**”);

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb agrees contractually to assume the duties of a TDT dealer as defined in the Code (hereinafter referred to as a “**Dealer**”).

(B) Starting on _____ (the “**Effective Date**”), Airbnb agrees to commence collecting and remitting TDT, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (K) below, Airbnb shall not assume any obligation or liability to collect TDT for any period or for any transaction prior to the Effective Date or after the termination of this Agreement.

REMITTANCE OF TDT

(C) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the County, or its designee, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all TDT that is subject to the provisions of this Agreement, and it shall remit all TDT collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing by the Parties.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of TDT, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any TDT and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

AUDIT

(E) During any period for which Airbnb is not in breach of its obligations under this Agreement, the County, through its designated auditor under the Code, agrees to audit Airbnb on the basis of TDT returns and supporting documentation, and agrees not to directly audit any individual Guest or Host relating to Taxable Booking Transactions unless and until an audit of Airbnb by the County, or its designee has been conducted with the matter unresolved. The County, or its designee reserves the right to audit any individual Airbnb Host for activity that has been brought to the attention of the County, or its designee in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The County, or its designee agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest and/or relating to any Booking Transaction in connection with an audit or otherwise unless and until an audit of Airbnb by the County, or its designee has been conducted with the matter unresolved. Airbnb acknowledges that a complete

record of the property must be contained in its records pursuant to Sections 125.0104, 212.03, and 212.13, Florida Statutes, and the Code.

(G) Airbnb, Inc. agrees to register as a Dealer for the reporting, collection and remittance of TDT under this Agreement and will be the registered Dealer on behalf of any affiliate or subsidiary collecting TDT.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit TDT on Taxable Booking Transactions, and shall be permitted but not required to register individually with the County, or its designee to collect, remit and/or report TDT. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to TDT for transactions completed other than on the Platform, or restrict the County, or its designee from investigating or enforcing any provision of applicable law against such users for such transactions.

NOTIFICATION TO GUESTS AND HOSTS

(J) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it will notify (i) Hosts that TDT will be collected and remitted to the County, or its designee as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of TDT collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(K) This Agreement is solely for the purpose of facilitating the administration and collection of the TDT with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

DURATION/TERMINATION

(L) This Agreement may be terminated by either Party for convenience on 30 days written notification to the other Party. Such termination will be effective on the first day of the

calendar month following the 30 day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the County, or its designee any TDT collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the County, or its designee as of the date of termination.

MISCELLANEOUS

(M) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Florida without regard to its conflict of law principles.

(N) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(O) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(P) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(Q) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(R) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(S) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(T) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and the County may assign this Agreement or any of its rights, obligations or duties hereunder, to its designated auditor or otherwise under the Code, without the consent of the other Party.

(U) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(V) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the County:

Leon County Tourist Development
Council
Attn: Kerri Post, Director
106 E Jefferson Street
Tallahassee, FL 32301
PostK@leoncountyfl.gov

IN WITNESS WHEREOF, Airbnb and the County have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____
Signature of Authorized Representative

Beth Adair, Global Tax Director

Name and Title of Authorized Representative

LEON COUNTY, FLORIDA

By: _____
JOHN E. DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED:
GWEN MARSHALL, CLERK OF COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
HERBERT W. A. THIELE, ESQ.
COUNTY ATTORNEY

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Agreement Awarding Bid to Allen's Excavating, Inc. in the Amount of \$394,571 for Construction of the Fred George Road Box Culvert and Trash Screen

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
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Tom Brantley, P.E., Chief of Building Engineering Theresa Heiker, P.E., Stormwater Management Coordinator

Statement of Issue:

This agenda item seeks the Board's approval to award a construction agreement to replace the roadway drainage culvert underneath Fred George Road at Fred George Creek, which will be equipped with a serviceable trash screening device that provides safe and clarified water transport, in order to prohibit floating trash and debris from entering Fred George Sink. This is the first of two such installations budgeted to protect Fred George Sink.

Fiscal Impact:

This item has a fiscal impact. Funding is available in the capital improvement budget for this project.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Allen's Excavating, Inc. in the amount of \$394,571 for construction of the Fred George Road box culvert and trash screen (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

The existing box culvert beneath Fred George Road at Fred George Creek has deteriorated and is in need of replacement to insure unobstructed water flows from one side of Fred George Road to the other (Attachment #2). The project scope includes a new culvert with a trash screening device that collects floatable debris for removal before drainage enters the aquifer at Fred George Sink. A similar but smaller trash screening device will follow this installation near Plantation Woods subdivision; the design of this second device is 60% complete. The trash screens are required by the Fred George Greenway Management Master Plan.

Analysis:

The Invitation to Bid for the construction of the Fred George Road box culvert and trash screen was advertised locally on April 10, 2017. A total of 362 vendors were notified through the automated procurement system. A total of 47 vendors requested bid packages. A mandatory pre-bid meeting was held on April 19, 2017 at the Purchasing office. The County received six bids on May 4, 2017.

The lowest responsive bidder was Allen's Excavating, Inc. with an estimated total of \$394,571. The second lowest bidder was Pyramid Construction for an estimated amount of \$433,800. The bid difference between the lowest and second lowest is \$39,229 (Attachment #3). It is noted that this is a unit price contract having a projected lump sum for pay items, and the contractor will be paid based upon the actual quantities used times the individual unit bid prices (Attachment #4).

The County's Minority, Women and Small Business Enterprise (MWSBE) aspirational targets are 17% MBE and 9% WBE for this project. Per the review of the Office of Economic Vitality's MWSBE Division, Allen's Excavating, Pyramid Construction, and Dowdy Plumbing met the required aspirational targets for this project (Attachment #5).

Constructing this improvement along the narrow roadway embankment (near the Greenway Trail head/boardwalk area) of Fred George Road will require a 60-day road closure period. A Notice to Proceed will be issued immediately upon bid award allowing Fred George Road to be reopened to school traffic on or before August 15, 2017. The City of Tallahassee Utilities and Talquin Electric Cooperative have cooperated fully with staff and plan to isolate their overhead electric lines during construction. The contractor is responsible for implementation of the maintenance of traffic plan and accessibility to the properties within the road closure area, in addition to supporting underground utilities during culvert replacement and trash screen construction.

Options:

1. Approve the Agreement awarding bid to Allen's Excavating, Inc. in the amount of \$394,571 for construction of the Fred George Road box culvert and trash screen (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Allen's Excavating, Inc. in the amount of \$394,571 for construction of the Fred George Road box culvert and trash screen.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement
2. Project Location Map
3. Bid Tabulation Sheet
4. Bid Pricing Sheet
5. MWSBE Analysis

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ALLEN'S EXCAVATION, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractors for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to install a box culvert and trash screen on Fred George Road in Tallahassee, Florida as set forth in Bid# BC-05-04-17-38, titled FRED GEORGE ROAD BOX CULVERT 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.

This work consists of, but is not limited to removing an existing concrete pipe that equalizes Fred George creek and replacing it with a new FDOT rectangular precast box culvert. The project is located amid the existing boardwalk along Fred George Road in an area between CSX Railroad and the entry to Fred George Greenway.

During construction, the roadway shall be closed to all through traffic corresponding to an approved maintenance of traffic (MOT) plan that is prepared, installed and maintained by the contractor. This project is being allowed a 60-day maximum time period for the road closing with full reopening to occur on or before August 15, 2017.

All work will be performed in accordance with the plans and specifications produced by Atkins North America, Inc.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within sixty (60) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor

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shall be deemed to be in default. For each day the Contractor Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Tom Brantley
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1551
E-mail: BrantleyT@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.

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8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. **Workers' Compensation and Employers Liability:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

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.

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d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT PAYMENT AND PERFORMANCE BOND - PAYABLE IN TALLAHASSEE

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

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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.

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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(I)(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

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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.

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
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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

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

ALLEN'S EXCAVATION, INC.

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Printed name

Date: _____

Title: _____

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

Bid Title: Fred George Road Box Culvert
Bid No: BC-05-04-17-38
Opening Date: May 04, 2017 @ 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 vendor to install a box culvert and trash screen on Fred George Road in Tallahassee, Florida. The work consists of, but is not limited to removing an existing concrete pipe that equalizes Fred George creek and replacing it with a new FDOT rectangular precast box culvert. The project is located amid the existing boardwalk along Fred George Road in an area between CSX Railroad and the entry to Fred George Greenway. At minimum, responsive contractors shall be licensed in Florida as a current State-certified underground utilities and excavation contractor.

During construction, the roadway shall be closed to all through traffic corresponding to an approved maintenance of traffic (MOT) plan that is prepared, installed and maintained by the contractor. This project is being allowed a 60-day maximum time period for the road closing with full reopening to occur on or before August 15, 2017.

All work will be performed in accordance with the plans and specifications produced by Atkins North America, Inc. distributed with this document and available at: www.leoncountyfl.gov/procurementconnect.

Also attached is an Excel Unit pricing sheet that shows the summary of quantities. This sheet needs to be completed and submitted as part of the bid submittal process. A locked Excel version of the exhibit can be found (password:Bidder) at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-stewardship/Purchasing/Supplemental-Solicitation-Documents>.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
April 9, 2017	Release of the ITB
April 19, 2017 at 10:00 AM	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: April 24, 2017 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: May 4, 2017 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 Don Lanham and Larmond Boatwright, phone (850) 606-1600; fax (850) 606-1601; E-mail at lanhamd@leoncountyfl.gov & BoatwrightL@leoncountyfl.gov. Bidders are requested to send such requests to both representatives of the Purchasing Division. Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

REGISTRATION:

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

CONTRACTOR'S QUALIFICATIONS

All Contractors used on the project shall be licensed in Florida as a current State-certified underground utilities and excavation contractor. Copies of both the contractor's and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate State certification in the fashion described will result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within

the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be

cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBE's.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oevforbusiness.org

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at lraffington@oevforbusiness.org

Shanea Wilks, MWSBE Coordinator by email at swilks@oevforbuisness.org

Respondent must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBEs, and WBEs shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the

submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied.

- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
 - c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
 - d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
 - e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
 - f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
 - g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
 - h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.
4. For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets: Minority Business Enterprise - 17%
Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
 - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.

- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBEs, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBEs seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or

letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term 'trade contractor' shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, and painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
4. 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, and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurers liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any

certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached 'IDENTICAL TIE BID' form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _____, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

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.

DATED on this the _____ day of _____, 2017.

(Name of Principal)

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the Memorandum of Understanding governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3

business days after the date of hire.

- b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of providers contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

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 and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- Completed Bid Response Sheet with Manual Signature
- Affidavit Immigration Laws
- Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Non Collusion Affidavit
- Certification/Debarment Form
- Applicable Licenses/Registrations

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

John E. Dailey
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

BASE BID: _____

Bid Title: Fred George Road Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bill Proctor
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Allen's Excavation Inc
(Firm Name)

BY Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

ADDRESS 6403 Woodville Hwy
Talla, FL 32305

EMAIL ADDRESS shward01@aol.com

TELEPHONE 850-421-6872

FAX 850-421-2371

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 4-28-17 Initials SW

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

BASE BID: 394,570⁹⁹



Fred George Culvert Replacement and Trash Screen

ITEM DESCRIPTION	ITEM #	QUANTITY	UNIT	UNIT PRICE	EXT TOTAL
MAINTENANCE OF TRAFFIC					
Mobilization	101-1	1	LS	\$ 20,000.00	\$ 20,000.00
Maintenance of Traffic	102-1	60	DAY	\$ 100.00	\$ 6,000.00
EROSION CONTROL					
Sediment Barrier (Staked Type IV Silt Fence)	104-10-3	400	LF	\$ 5.00	\$ 2,000.00
Turbidity Barrier	104-11	85	LF	\$ 10.00	\$ 850.00
Tree Protection	LC-001	432	LF	\$ 5.00	\$ 2,160.00
DEMOLITION					
Removal of abandoned Stream Gauge and Platform	110-3	14	SF	\$ 50.00	\$ 700.00
Removal of Existing Pavement	110-4	143	SY	\$ 10.00	\$ 1,434.44
Removal of existing retaining wall	110-20-2	138	SF	\$ 15.00	\$ 2,070.00
Removal of existing 38"x60"ERCPC	1050-16006	65	LF	\$ 50.00	\$ 3,250.00
Abandon 24" CMP with Flowable Fill	121-70	23	CY	\$ 300.00	\$ 6,909.00
Utility Pipes, Support and Protect	LC-002	1	LS	\$ 6,000.00	\$ 6,000.00
Remove and Replace Boardwalk	LC-003	180	LF	\$ 140.00	\$ 25,200.00
Remove and Replace Guardrail	LC-004	160	LF	\$ 35.00	\$ 5,600.00
Remove and Replace 4" Wire Fence	LC-005	220	LF	\$ 15.00	\$ 3,300.00
Removal of existing Trees	LC-006	54	EA	\$ 350.00	\$ 18,900.00
EARTHWORK					
Clearing and Grubbing	110-1-1	1	LS	\$ 15,000.00	\$ 15,000.00
Fill	120-72	534	CY	\$ 15.00	\$ 8,015.00
Excavation	125-1	491	CY	\$ 10.00	\$ 4,906.48
PAVEMENT AND CONCRETE					
8" Thick HS 20-44 Rated Concrete Ramp	0350 4 13	158	SY	\$ 130.00	\$ 20,540.00
12" Type B Stabilization for Concrete Ramp	0160-4	158	SY	\$ 10.00	\$ 1,580.00
46 LF Concrete 3'x5' Box Culvert per FDOT Index 291 & 292	400-0-11	23	CY	\$ 1,020.00	\$ 23,164.58
Steel Bollards	LC-007	2	EA	\$ 1,000.00	\$ 2,000.00
12" Grouted Riprap	530-1	19	CY	\$ 100.00	\$ 1,930.74
Aluminum Pipe Handrail - Guardrail	0515 1 2	197	LF	\$ 100.00	\$ 19,700.00
Concrete Retaining Wall (approx. 7 ft ht x 115 ft long)	0400 1 11	30	CY	\$ 1,200.00	\$ 35,777.78
Footing for Concrete Retaining Wall (6' wide x 115LF Long)	0400 1 11	26	CY	\$ 800.00	\$ 20,444.44
Concrete Endwall and Return Walls (28 LF ea) FDOT Index 289	0400 1 11	20	CY	\$ 1,200.00	\$ 24,000.00
Aluminum Trash Grate	LC-008	140	SF	\$ 120.00	\$ 16,800.00
6" Gravel Fill	120-72	4	CY	\$ 500.00	\$ 2,129.63
Plastic Filter Fabric, Subsurface	514-71-1	44	SY	\$ 20.00	\$ 888.89
6" SP12.5 Asphalt Pavement Replacement	285-709	98	SY	\$ 50.00	\$ 4,900.00
12" Type B Stabilization	0160-4	98	SY	\$ 10.00	\$ 980.00
Guardrail - Roadway	536-1-1	135	LF	\$ 50.00	\$ 6,750.00
Guardrail - End Anchorage Assembly - Parallel	536-85-24	4	EA	\$ 3,500.00	\$ 14,000.00
INCIDENTAL CONSTRUCTION					
Striping	710-90	1	LS	\$ 1,000.00	\$ 1,000.00
NPDES	LC-009	1	LS	\$ 1,000.00	\$ 1,000.00
Construction Layout / Surveying (staking limits of const., etc)	LC-010	1	LS	\$ 4,000.00	\$ 4,000.00
As-Built survey	LC-011	1	LS	\$ 4,000.00	\$ 4,000.00
Dewatering	LC-012	1	EA	\$ 50,000.00	\$ 50,000.00
Tree Mitigation	0110-15	1	LS	\$ 2,500.00	\$ 2,500.00
LANDSCAPING					
Performance Turf (Sod)	570-1-2	698	SY	\$ 5.00	\$ 3,490.00
TOTAL CONSTRUCTION COST					
CONTRACTOR'S TOTAL BID					\$ 394,570.99

Note: Any item not specifically identified on the bid form shall be considered incidental and all costs associated with that item shall be included using the most appropriate bid item listed.

Bid Title: Fred George Road Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (INA)).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation Inc

Signature: Allen Weldon Title: President

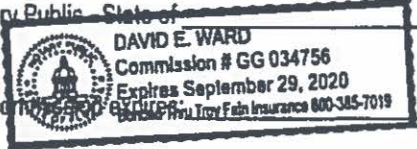
STATE OF FL
COUNTY OF Leon

Sworn to and subscribed before me this 4th day of May, 2017

Personally known _____

[Signature]
NOTARY PUBLIC

OR Produced identification _____

Notary Public, State of _____

My commission expires _____
Notary Public, State of Florida Insurance 800-345-7019

(Type of identification)

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: Fred George Road Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Allen's Excavation Inc

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this MWBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

'Certified ~~Minority~~ Business Enterprise (MBE) and Women Business Enterprise (WBE)' are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
MWBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. The criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as 'Good Faith' and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE

Bid Title: Fred George Road Box Culvert
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subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
 - d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
 - e. Documented follow-up telephone calls with potential MWBE subcontractors seeking participation.
 - f. Allowed potential MWBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWBEs.
 - g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
 - h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.
-
-
-

- 2. Prime contractors will negotiate in good faith with interested MWSBE:s, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Fred George Box Culvert
 Bid Number: BC-05-04-17-38
 Opening Date: April 28, 2017 @ 2:00 PM

SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.
MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Ideal Steel Erection	668 W. Dover St Tallah, FL	850-234-5312	B	\$ 67,028. ⁰⁰	Steel Erection / Concrete
b. Bauermeister Landscape	Tallah, FL	850-668-1189	F	9,024. ⁰⁰	Arborist / Erosion Control
c. Tall, Welding + Machine Shop	Tallah, FL	850-576-9546	F	26,488. ⁰⁰	Trash Trap / Handrail
d.					
e.					
f.					
Total Bid Amount \$ 394,570. ⁹⁹		Total MWBE Participation \$ 102,590. ⁰⁰		MBE Participation % 17 % WBE Participation % 9 % (MBE or WBE Participation \$ 102,590. ⁰⁰ Total Bid \$) 394,570. ⁹⁹	
¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal. ² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Bid Title: Fred George Box Culvert
 Bid Number: BC-05-04-17-38
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SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. N.F.A	Tallah. FL	850-599-5227	4200.00	Asphalt Paving
b. ACME Barricades	Tallah FL	850-765-2546	34,500.00	MOT - Guardrail
c. Top notch Construction	Tallah, FL	850-251-4303	26,100.00	Base-Dwark-
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Allen Walden
Title: President
Firm: Allen's Excavation Inc
Address: 6403 Woodville Hwy,
Tallahassee 32305

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Allen Weldon
Bidder's Signature

President
Title

May 4th 2017
Date

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Allen's Excavation Inc
(Name of Corporation, Partnership, Individual, etc.)

a Corporation, formed under the laws of FL
(Type of Business) (State or Province)

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Allen Wilson
AFFIANT'S NAME

President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 4th Day of May, 2017

Personally Known Or Produced Identification

Type of Identification

[Signature]

NOTARY PUBLIC
(Print, type or stamp Commissioned Name of Notary Public)
Commission # CG 034750
Expires: November 29, 2020
My Commission Expires: 11/29/2020

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers- Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:	Indicate Best Rating:	<u> A </u>
	Indicate Best Financial Classification:	<u> XI </u>

Business Auto:	Indicate Best Rating:	<u> A </u>
	Indicate Best Financial Classification:	<u> XI </u>

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:	<u> A </u>
Indicate Best Financial Classification:	<u> X </u>

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.

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage - General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employers Liability

Thirty days advance written notice of cancellation to County - General Liability Automobile Liability, 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 Lynda Turner
Typed or Printed

Signature Lynda Turner

Date May 2, 2017

Title Agent
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Fred George Box Culvert
 Bid Number: BC-05-04-17-38
 Opening Date: May 4, 2017 @ 2:00 PM

COMPLIANCE WITH THE TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Trench Safety Act. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 01, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	<u>3x5 Concrete Box Culvert</u>	<u>LF</u>	<u>46</u>	<u>5.00</u>	<u>230.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				TOTAL \$	<u>230.00</u>

DATE May 4th, 2017

Official Address
(including Zip Code)
Allen's Excavation Inc
6403 Woodville Hwy
Tallah, FL 32305

By: Alta Walden
President
 (TITLE)

ATTACH AND INCLUDE THIS PAGE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature



Title



Contractor/Firm



Address

Bid Title: Fred George Box Culvert
Bid Number: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <i>Allen's Excavation Inc</i>	
Current Local Address: <i>6403 Woodville Hwy Tallah, FL 32305</i>	Phone: <i>904-421-1872</i> Fax: <i>850-421-2391</i>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address: <i>32 yrs</i>	
Home Office Address: <i>Same</i>	Phone: Fax: <i>Same</i>

Allen Weldon
Signature of Authorized Representative

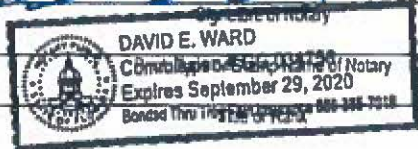
MAY 4TH, 2017
Date

STATE OF FL
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4TH day of May, 2017
By Allen Weldon of Allen's Excavation Inc
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a FL Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced n/a as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

David E. Ward

 Serial Number, if Any



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-3302 www.leoncountyfl.gov

Purchasing Division
1800 3 Blairstone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

JOHN DAILY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

HILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

April 28, 2017

RE: **Bid Title: Fred George Road Box Culvert**
Proposal No: BC-05-04-17-38
Opening Date: May 4, 2017 @ 2:00 PM
(addendum does not change opening date)

Addendum #1

Dear Vendor: This letter serves as Addendum #1 for the above referenced project. The attached document is in response to the questions received by the County prior to the question deadline of April 24, 2017 at 5:00 PM Eastern.

Management of Overhead Utility Lines

Pursuant to the City of Tallahassee Electric Utility, the overhead power lines along this section of Fred George Road can be isolated by coordinating with the two electric utilities (one on each side: City is along north side of road (above boardwalk), and Talquin is on south side of road).

The City will be able to de-energize the requested section of line, requiring a two weeks' notice prior to construction to get this work scheduled and the section of line de-energized. This area is currently at the end of where two circuits meet and there are two existing in-line blades that can be opened and one gang switch that can be closed to accomplish your request.

Talquin Electric will also be able to de-energize their section however, during inclement weather they may need to rescind the isolation on short notice and re-energize this "tie-line" located along Fred George for use in shifting power between service zones while any necessary repairs to their system are made.

Sincerely,

Don Lanham, AICP
Contract Compliance Specialist

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1224114	



The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

WELDON, GREGORY HEATH
ALLEN'S EXCAVATION INC
6403 WOODVILLE HWY.
TALLAHASSEE FL 32305



ISSUED 08/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608160002700

LEON COUNTY FLORIDA

This certifies that Allen Weldon
Company Allen's Excavation, Inc.
is licensed with Leon County as a
EXCAVATION CONTRACTOR

LCEX06040 09/30/2017
License Number Expiration Date

09/26/2016 Jo Toria Snelling
Date of Issuance Examination Board

THIS IS NOT AN OCCUPATIONAL LICENSE



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 5, 2016

ALLEN'S EXCAVATION, INC.
6403 WOODVILLE HWY
TALLAHASSEE FL 32305

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: cn=AFS, o=Alan Trust ACE3 Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, c=US, email=Alan.D.Autry,
OU=192342.19200308.1081.1-AD1097C000014DE767391800004
776
Date: 2016.05.05 13:48:31 -0400

AA:cj

manage



[Logout](#)
RWELDON9@HOTMAIL.COM

[Update Work Underway](#)
[Help](#)

5/9/2016 10:35:25 AM EST

[Vendor](#)
[Stakeholders](#)
[Affiliates](#)
[Work Classes](#)
[Financial](#)
[Contracts](#)
[Manage](#)

[Attach Financial Statements](#)
[Additional Documentation](#)
[Submit](#)
[Application Summary](#)

Vendor Number: F592584971002 **Name:** ALLEN'S EXCAVATION, INC.
Application Status: COMPLETED **Fiscal Year End Date:** 12/31/2015 **Application Due Date:** 4/30/2016

Adjusted Current Ratio:	2		
Ability Score:	80	Surety Multiplier:	3
Ability Factor:	8	Calculated Maximum Bid Capacity:	\$ 55,450,000.00
Adjusted Net Worth:	\$ 3,465,917.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	4/26/2016	4/26/2016	N/A
Affidavit	4/26/2016		2015 AFFIDAVIT.PDF <input type="button" value="Request Document"/>
Equipment			2015 EQUIPMENT LIST.PDF <input type="button" value="Request Document"/>
Surety Letter	4/26/2016		SURETY LETTER.PDF <input type="button" value="Request Document"/>
Letters of Recommendation	N/A	N/A	

nage

Reviewed
Audited Financial
of Statements

FINAL 2015 FINANCIAL
STATEMENTS.PDF
Request Document

Additional Document N/A N/A

Event	Date	Comment
APPLICATION CREATED	4/6/2016	
APPLICATION SUBMITTED	4/26/2016	NO COMMENT SUBMITTED
APPLICATION RECEIVED	4/26/2016	
APPLICATION REVIEW COMPLETE	5/4/2016	The Department has completed the review of your application. If applicable, a signed certificate of qualification will be sent via electronic mail to the primary account holder for this application. If the signed certificate should be e-mailed to a recipient other than the primary account holder, please provide the recipient's e-mail address to CO-CPQStaff@dot.state.fl.us. You can access your firm's maximum bid capacity and approved work classes on the capacity and work class tabs of the application.



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
Send Prequalification Questions or Comments to
[Contracts Administration Office](#)
[Internet Privacy Policy, Disclaimers & Credits](#)



5/3/2017

LEON COUNTY - Minority Business Enterprise Division

Exhibit B
Page 21 of 23

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Bannerman Landscape, LLC**

Owner **Ms. Linda Hunkiar**

Address **2931 Kerry Forest Parkway, Suite #102**
 > [Map This Address](#) **Tallahassee, FL 32309**

Phone **850-668-1189**

Fax **850-668-0768**

Email info@bannermanlandscape.com

Website <http://bannermanlandscape.com>

Certification Information

Certifying Agency **City of Tallahassee**

Certification Type **WBE - Women Business Enterprise**

Renewal Date **10/31/2018**

Certified Business Description **Landscape, arborist, limited spray herbicides, irrigation, erosion control, wetlands, invasive plants**

Commodity Codes

Code	Description
No assigned commodity codes for this certification.	

Customer Support

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Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Ideal Steel Erection**
Owner **Mr. Kennon Brinson**
Address **668 W. Dover Street**
 Tallahassee, FL 32304
 > [Map This Address](#)
Phone **850-284-5312**
Email **idealsteelerection@yahoo.com**

Certification Information

Certifying Agency **City of Tallahassee**
Certification Type **MBE - Minority Business Enterprise**
Renewal Date **12/31/2018**
Certified Business Description **Concrete Reinforcement, Rebar Installation, Post Tension Cables, Wire Mesh, & Structural Steel**

Commodity Codes

Code	Description
Leon 08	Concrete
Leon 18	Other Construction Services

Customer Support

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5/3/2017

LEON COUNTY - Minority Business Enterprise Division

Exhibit B
Page 23 of 23

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name Tallahassee Welding & Machine Shop, Inc.
Owner Ms. Allison Small
Address 1220 Lake Bradford Road
 > [Map This Address](#) Tallahassee, FL 32304
Phone 850-576-9596
Fax 850-575-9598
Email asmall@tallawelding.com
Website <http://www.tallahasseewelding.com>

Certification Information

Certifying Agency City of Tallahassee
Certification Type WBE - Women Business Enterprise
Renewal Date 3/31/2018
Certified Business Description Welding, Fabrication, Steel Sales, Machine Work, Powder Coating, Hand and Guardrails, Fencing and DOT Rails

Commodity Codes

Code	Description
Leon 17	Miscellaneous Supplies
Leon 18	Other Construction Services
Leon 24	Sales, Rental and Servicing

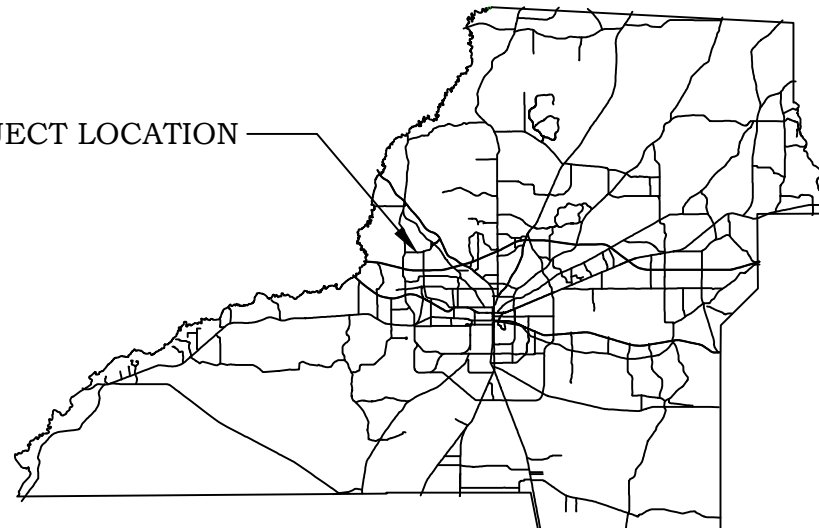
[Customer Support](#)

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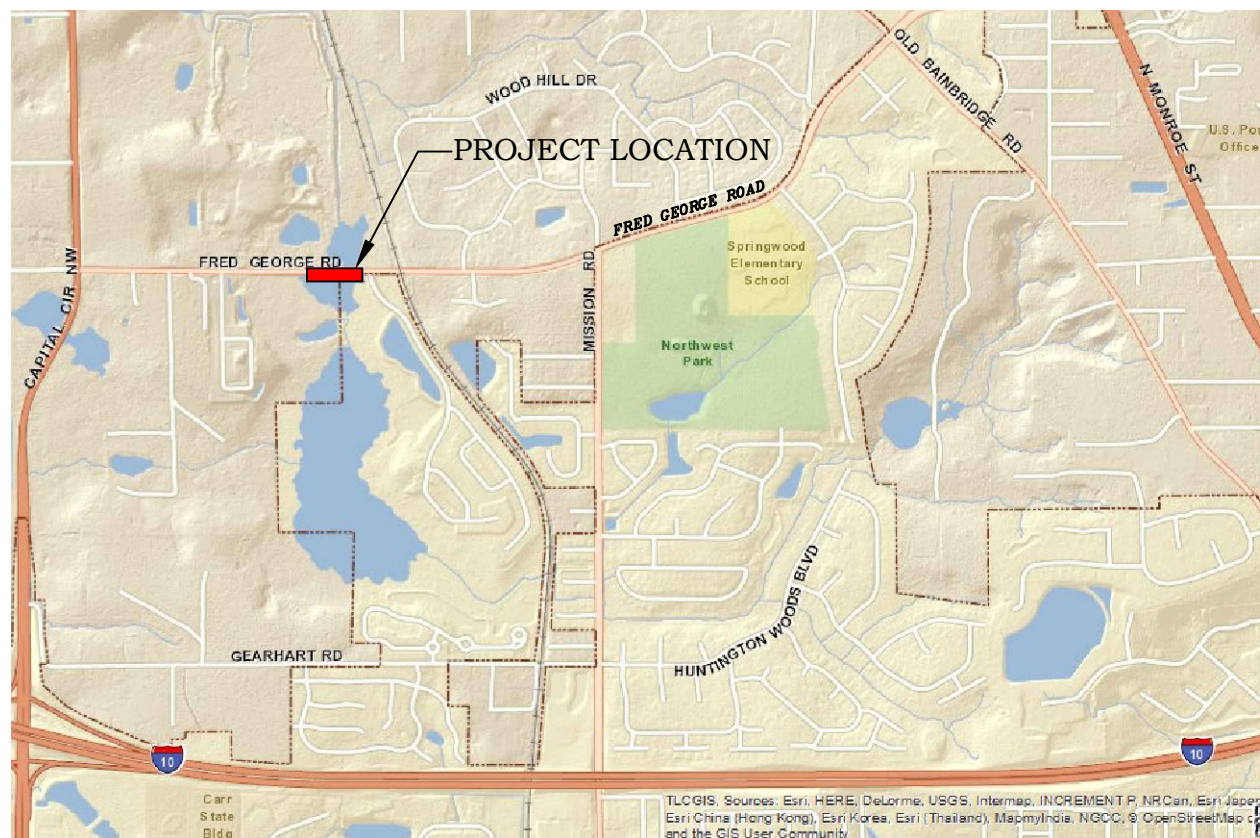
PROJECT LOCATION MAP

PROJECT LOCATION



VICINITY MAP

LOCATION MAP



LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-05-04-17-38

Bid Title: Fred George Road Box Culvert

Opening Date: Thursday, May 4, 2017 at 2:00 PM

Item/Vendor	Pyramid Escav	Allens etc.	M of Tallahassee	Talco Group
Proposal Response Sheet w/Manual Signature	✓	✓	✓	✓
Immigration Laws Affidavit	✓	✓	✓	✓
MWSBE Participation Plan	✓	✓	✓	✓
EEO/Affirmative Action Statement	✓	✓	✓	✓
Identical Tie Bid Statement	✓	✓	✓	✓
Non Collusion Affidavit	✓	✓	✓	✓
Insurance Certification Form	✓	✓	✓	✓
Compliance w/Trench Safety Act	✓	✓	✓	✓
Certification/Debarment Form	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
Bid Guarantee	✓	✓	✓	✓
BASE BID	433,800	394,570.99	432,585.33	431,744.56
No Bid				

Tabulated By:

Don Larkin



LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-05-04-17-38

Bid Title: Fred George Road Box Culvert

Opening Date: Thursday, May 4, 2017 at 2:00 PM

Item/Vendor	Doudy	SANDCO		
Proposal Response Sheet w/Manual Signature	✓	✓		
Immigration Laws Affidavit	✓	✓		
MWSBE Participation Plan	✓	✓		
EEO/Affirmative Action Statement	✓	✓		
Identical Tie Bid Statement	✓	✓		
Non Collusion Affidavit	✓	✓		
Insurance Certification Form	✓	✓		
Compliance w/Trench Safety Act	✓	✓		
Certification/Debarment Form	✓	✓		
Local Vendor Certification	✓	✓		
Bid Guarantee	✓	✓		
BASE BID	476,872	852,448 ⁴⁶		
No Bid				

Tabulated By:

Don Landrum



Fred George Culvert Replacement and Trash Screen

ITEM DESCRIPTION	ITEM #	QUANTITY	UNIT	UNIT PRICE	EXT TOTAL
MAINTENANCE OF TRAFFIC					
Mobilization	101-1	1	LS	\$ 20,000.00	\$ 20,000.00
Maintenance of Traffic	102-1	60	DAY	\$ 100.00	\$ 6,000.00
EROSION CONTROL					
Sediment Barrier (Staked Type IV SM Fence)	104-10-3	400	LF	\$ 5.00	\$ 2,000.00
Turbidity Barrier	104-11	85	LF	\$ 10.00	\$ 850.00
Tree Protection	LC-001	432	LF	\$ 5.00	\$ 2,160.00
DEMOLITION					
Removal of abandoned Stream Gauge and Platform	110-3	14	SF	\$ 50.00	\$ 700.00
Removal of Existing Pavement	110-4	143	SY	\$ 10.00	\$ 1,434.44
Removal of existing retaining wall	110-20-2	138	SF	\$ 15.00	\$ 2,070.00
Removal of existing 38"x60"ERCP	1050-16006	65	LF	\$ 50.00	\$ 3,250.00
Abandon 24" CMP with Flowable Fill	121-70	23	CY	\$ 300.00	\$ 6,909.00
Utility Pipes, Support and Protect	LC-002	1	LS	\$ 6,000.00	\$ 6,000.00
Remove and Replace Boardwalk	LC-003	180	LF	\$ 140.00	\$ 25,200.00
Remove and Replace Guardrail	LC-004	180	LF	\$ 35.00	\$ 6,300.00
Remove and Replace 4' Wire Fence	LC-005	220	LF	\$ 15.00	\$ 3,300.00
Removal of existing Trees	LC-008	54	EA	\$ 350.00	\$ 18,900.00
EARTHWORK					
Clearing and Grubbing	110-1-1	1	LS	\$ 15,000.00	\$ 15,000.00
Fill	120-72	534	CY	\$ 15.00	\$ 8,015.00
Excavation	125-1	491	CY	\$ 10.00	\$ 4,905.48
PAVEMENT AND CONCRETE					
8" Thick HS 20-44 Rated Concrete Ramp	0350-4-13	158	SY	\$ 130.00	\$ 20,540.00
12" Type B Stabilization for Concrete Ramp	0160-4	158	SY	\$ 10.00	\$ 1,580.00
45 LF Concrete 3'x5' Box Culvert per FDOT index 291 & 292	400-0-11	23	CY	\$ 1,020.00	\$ 23,164.58
Steel Bollards	LC-007	2	EA	\$ 1,000.00	\$ 2,000.00
12" Grouted Rebar	530-1	19	CY	\$ 100.00	\$ 1,930.74
Aluminum Pipe Handrail Guardrail	0515-1-2	197	LF	\$ 100.00	\$ 19,700.00
Concrete Retaining Wall (approx. 7 ft ht x 115 ft long)	0400-1-11	30	CY	\$ 1,200.00	\$ 35,777.78
Footing for Concrete Retaining Wall (6' wide x 115 LF Long)	0400-1-11	28	CY	\$ 800.00	\$ 20,444.44
Concrete Endwall and Return Walls (28 LF ea) FDOT Index 289	0400-1-11	20	CY	\$ 1,200.00	\$ 24,000.00
Aluminum Trash Gate	LC-008	140	SF	\$ 120.00	\$ 16,800.00
6" Gravel Fill	120-72	4	CY	\$ 500.00	\$ 2,129.63
Plastic Filter Fabric Subsurface	514-71-1	44	SY	\$ 20.00	\$ 888.89
6" SP 12.5 Asphalt Pavement Replacement	285-709	98	SY	\$ 50.00	\$ 4,900.00
12" Type B Stabilization	0160-4	98	SY	\$ 10.00	\$ 980.00
Guardrail - Roadway	538-1-1	135	LF	\$ 50.00	\$ 6,750.00
Guardrail - End Anchorage Assembly - Parallel	538-85-24	4	EA	\$ 3,500.00	\$ 14,000.00
INCIDENTAL CONSTRUCTION					
Striping	710-90	1	LS	\$ 1,000.00	\$ 1,000.00
NPDES	LC-009	1	LS	\$ 1,000.00	\$ 1,000.00
Construction Layout / Surveying (staking limits of const., etc.)	LC-010	1	LS	\$ 4,000.00	\$ 4,000.00
As-Built survey	LC-011	1	LS	\$ 4,000.00	\$ 4,000.00
Dewatering	LC-012	1	EA	\$ 50,000.00	\$ 50,000.00
Tree Mitigation	0110-15	1	LS	\$ 2,500.00	\$ 2,500.00
LANDSCAPING					
Performance Turf (Sod)	570-1-2	698	SY	\$ 5.00	\$ 3,490.00
TOTAL CONSTRUCTION COST					\$ 194,570.99
CONTRACTOR'S TOTAL BID					\$ 194,570.99

Note: Any item not specifically identified on the bid form shall be considered incidental and all costs associated with that item shall be included using the most appropriate bid item listed.



Inter-Office Memorandum

Date: May 8, 2017

To: Tom Brantley, Project Manager
Engineering Services Division - Department of Public Works

From: Darryl Jones, Deputy Director
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Fred George Road Box Culvert (BC-05-04-17-38) MWBE Analysis Statement

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of six bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Fred George Road Box Culvert Project. The submitted MWBE Participation Plans for each bidder are as follows:

Allen's Excavation met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation** intends to utilize on this project.

Total Bid Amount		394,571			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Ideal Steel	African American Male	City of Tallahassee	Steel Erection and Concrete	67,028	17.0%
Bannerman Landscape	Non-Minority Female	City of Tallahassee	Arborist and Erosion Control	9,024	2.3%
Tallahassee Welding & Machine Shop	Non-Minority Female	City of Tallahassee	Trash Trap and Handrail	26,488	6.7%
Total MWBE \$					\$102,540
Total MWBE Utilization %					26%

Memo to Tom Brantley, Project Manager – Public Works Engineering Services Division

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Pyramid Excavation met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Pyramid Excavation** intends to utilize on this project.

Total Bid Amount		\$433,800			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Gaines and Son Striping	African American Male	City of Tallahassee	Striping, Patching, M.O.T., Guardrail, Handrail	49,700	11.5%
Big Bend Rebar	Non-Minority Female	City of Tallahassee	Reinforcing Steel	4,200	1.0%
Delacy Farm Sod	Non-Minority Female	City of Tallahassee	Erosion Control, Sodding, Dewater	8,425	1.9%
Unique Concrete Construction	African American Male	City of Tallahassee	Retaining Walls, Flatwork Concrete	25,050	5.8%
Poole Engineering & Survey	Non-Minority Female	City of Tallahassee	Survey	5,075	1.2%
Rippee Construction	Non-Minority Female	City of Tallahassee	Concrete/Dewater	22,500	5.2%
Total MWBE \$					\$114,950
Total MWBE Utilization %					26.6%

Dowdy Plumbing met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Dowdy Plumbing** intends to utilize on this project.

Memo to Tom Brantley, Project Manager – Public Works Engineering Services Division

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Total Bid Amount		\$476,872			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
RJW Construction	African American Male	City of Tallahassee	Concrete/Walls/-Handrails/Guardrails /Dewatering	81,415	17.1%
Poole Engineering & Survey	Non-Minority Female	City of Tallahassee	Survey & Asbuilts	12,000	2.5%
Hale Contracting	Non-Minority Female	City of Tallahassee	Trucking	21,894	4.6%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Erosion Controls	9,025	1.9%
Total MWBE \$					\$124,334
Total MWBE Utilization %					26.1%

Talcon Group met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form was not required. The MWBE firms listed below are the firms **Talcon Group** intends to utilize on this project.

Total Bid Amount		\$631,745			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Poole Engineering & Survey	Non-Minority Female	City of Tallahassee	Stakeout & Asbuilts	6,000	0.9%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Landscape/Tree Mitigation	9,025	1.4%
Hale Contracting	Non-Minority Female	City of Tallahassee	Trucking/-Handrails	33,992	5.4%
Big Bend Rebar	Non-Minority Female	City of Tallahassee	Rebar Fabrication	7,864	1.2%
Merit Enterprises	African American Male	City of Tallahassee	Trucking, Excavation/Concrete	107,440	17.0%
Total MWBE \$					\$164,321
Total MWBE Utilization %					26.0%

Memo to Tom Brantley, Project Manager – Public Works Engineering Services Division

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M of Tallahassee met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form was not required. The MWBE firms listed below are the firms **M of Tallahassee** intends to utilize on this project.

Total Bid Amount		\$632,585			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Delacy Farm Sod	Non-Minority Female	City of Tallahassee	Sod	1,750	0.3%
Hale Contracting	Non-Minority Female	City of Tallahassee	Trucking/- Concrete	56,000	8.9%
Gaines and Son Striping	African American Male	City of Tallahassee	Striping, M.O.T	7,000	1.1%
Florida Developers	African American Male	City of Tallahassee	Trash Grate, Bollards Removal/- Clearing, Erosion Control, Alum Pipe Handrail	101,200	16.0%
Total MWBE \$					\$165,950
Total MWBE Utilization %					26.3%

Sandco met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form was not required. The MWBE firms listed below are the firms **Sandco** intends to utilize on this project.

Total Bid Amount		\$852,448			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
FL Developers	African American Male	City of Tallahassee	Trucking and Sheet Piling	150,000	17.6%
CSI Contracting	Non-Minority Female	City of Tallahassee	Concrete Work	80,000	9.4%
Total MWBE \$					\$230,000
Total MWBE Utilization %					27.0%

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Joint City-County Transmittal Hearing on 2017 Out-of-Cycle Comprehensive Plan Amendments Agenda Item #13

May 23, 2017

To: Honorable Chairman and Members of the Board
Mayor and City Commissioners

From: Vincent S. Long, County Administrator
Ricardo Fernandez, City Manager

Title: Joint City-County Commission Transmittal Hearing on the 2017 Out-of-Cycle
Comprehensive Plan Amendments



Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin Pingree, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Principal Planner

Statement of Issue:

This item provides information on the proposed 2017 out-of-cycle amendments to the Tallahassee-Leon County Comprehensive Plan. The purpose of the Joint Transmittal Public Hearing is to allow the elected officials for both the County and City to receive public comments at this first public hearing and vote on transmittal of the proposed amendments to the State Department of Economic Opportunity. The second and final joint public hearing on these amendments is scheduled for the County on Tuesday, July 11, 2017 at 6:00 p.m. The second and final joint public hearing on these amendments is scheduled for the City on Wednesday, June 28, 2017 at 6:00 p.m.

Fiscal Impact:

This item has no fiscal impact to the County

Staff Recommendation:

Option #1: Conduct the transmittal public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.

Report and Discussion

Background:

The Joint City-County Commissions Transmittal Public Hearing for the 2017 Cycle Comprehensive Plan amendments is scheduled for Tuesday, May 23 at 6:00 PM in the City Commission Chambers. This packet includes the agenda, summary matrix, staff reports, and public comments received for all 2017 out-of-cycle amendments through May 5, 2017.

This is the first public hearing of the City and County Commissions on the 2017 cycle amendments. The second and final joint public hearing on these amendments is scheduled for the County on Tuesday, July 11, 2017 at 6:00 p.m. The second and final joint public hearing on these amendments is scheduled for the City on Wednesday, June 28, 2017 at 6:00 p.m.

The full public outreach and meeting schedule for the 2017 out-of-cycle amendments is included below:

Full 2017 Out-of-Cycle Amendment Schedule:

City Commission Initiation of Out-of-Cycle Amendments	March 22, 2017
Local Planning Agency Workshop	April 5, 2017
Public Open House	April 17, 2017
Local Planning Agency Public Hearing	May 2, 2017
Joint City-County Transmittal Public Hearing	May 23, 2017
City Adoption Public Hearing	June 28, 2017
County Adoption Public Hearing	July 11, 2017

Analysis:

The purpose of this transmittal hearing is for both the City and County to receive public comments on the proposed 2017 Out-of-Cycle Comprehensive Plan amendments at this first public hearing and vote on transmittal of the proposed amendments to the State Department of Economic Opportunity.

The second and final joint public hearing on these amendments is scheduled for the County on Tuesday, July 11, 2017 at 6:00 p.m. The second and final joint public hearing on these amendments is scheduled for the City on Wednesday, June 28, 2017 at 6:00 p.m..

Options:

1. Conduct the transmittal public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.
2. Do not conduct the transmittal public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and do not direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. 2017 Out-of-Cycle Summary Recommendations Matrix
2. 2017 Out-of- Cycle Staff Reports
3. Public Comments received through May 5, 2017

MATRIX FOR 2017 OUT-OF-CYCLE AMENDMENTS

A = Approve
D = Denial
AM = Approve as Modified

<i>Item #</i>	<i>Amendment To:</i>	<i>Nature of Proposed Amendment</i>	<i>Planning Staff Recommendation</i>	<i>LPA Recommendation</i>
PCM201709	FUTURE LAND USE MAP Holy Comforter Episcopal School	From: Planned Development To: Suburban 83.76 acres	A	A
PCT201701	LAND USE ELEMENT Welaunee Critical Area Plan	Amend Goal 13 of the Land Use Element to align Comprehensive Plan, Planned Unit Development, and Development Agreement.	A	A
PCT201702	GLOSSARY Community Services	Amend the definition of “Community Services” in the glossary of the Comprehensive Plan to better align with the definitions in the City of Tallahassee and the Leon County Land Development Codes	A	A



**2017 Out-of-Cycle
Comprehensive Plan Amendments
Staff Reports**

1. PCM201709: Holy Comforter Episcopal School

Applicant: City of Tallahassee

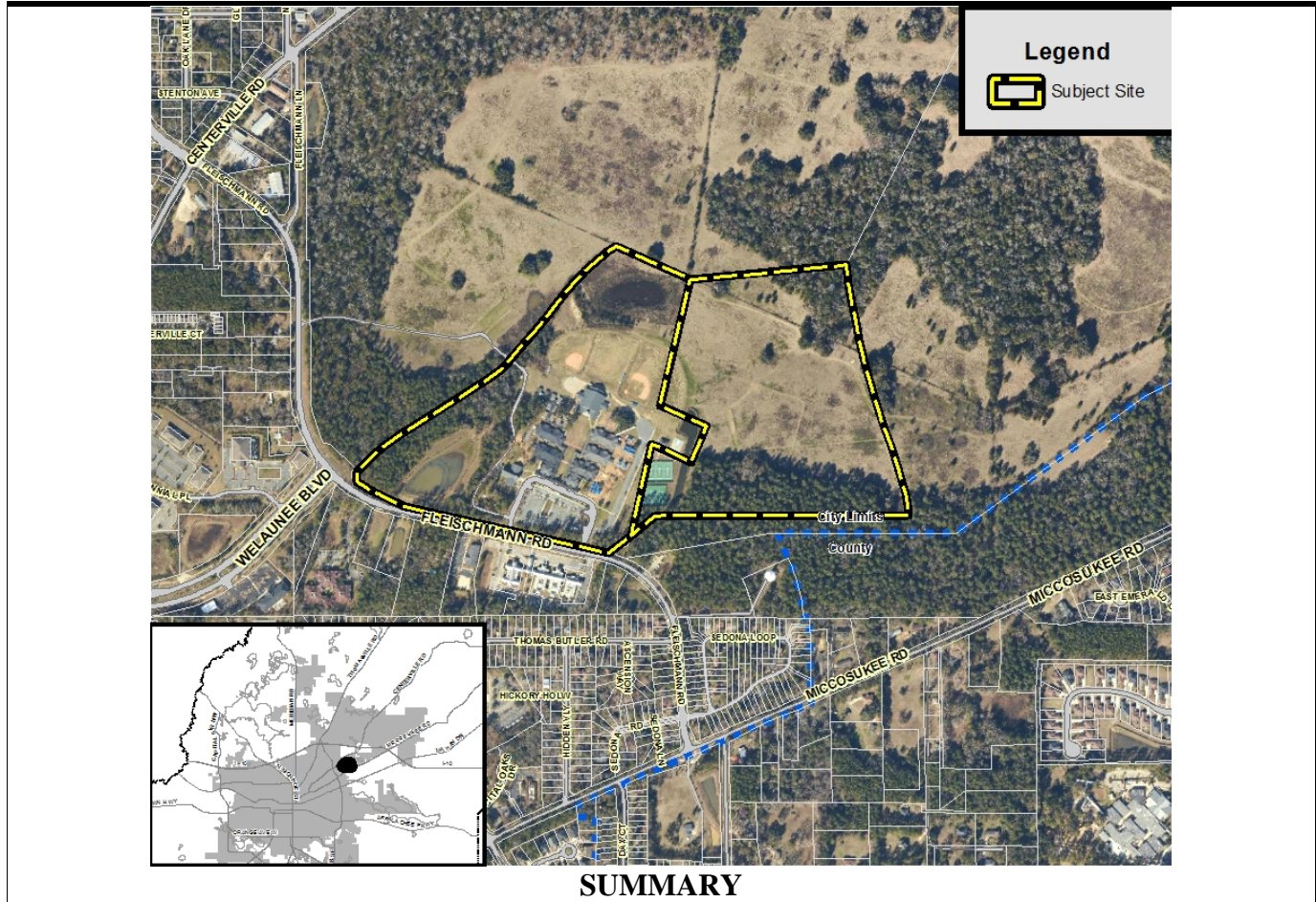
2. PCT201701: Welaunee Critical Area Plan

Applicant: City of Tallahassee

3. PCM201702: Community Services

Applicant: Leon County

**2017 Out of Cycle
Comprehensive Plan Amendment
PCM201709
Holy Comforter Episcopal School**



SUMMARY

Property Owners:	Property Location:	TLCPD Recommendation:
Episcopal Church in the Diocese FLA Inc. Holy Comforter Episcopal School Inc.	East side of Fleischmann Road	Approve
Applicant: City of Tallahassee		
TLCPD Staff:	Current Future Land Use & Zoning:	LPA Recommendation:
Debra Thomas	Future Land Use: Planned Development Zoning: Critical Planning Area	Approve
Contact Information:	Proposed Future Land Use & Zoning:	
Debra.Thomas@Talgov.com (850) 891-6418	Future Land Use: Suburban Zoning: Office Residential – 2 & C-2 General Commercial	
Date: March 31, 2017	Updated: May 3, 2017	

A. REASON FOR REQUESTED CHANGE

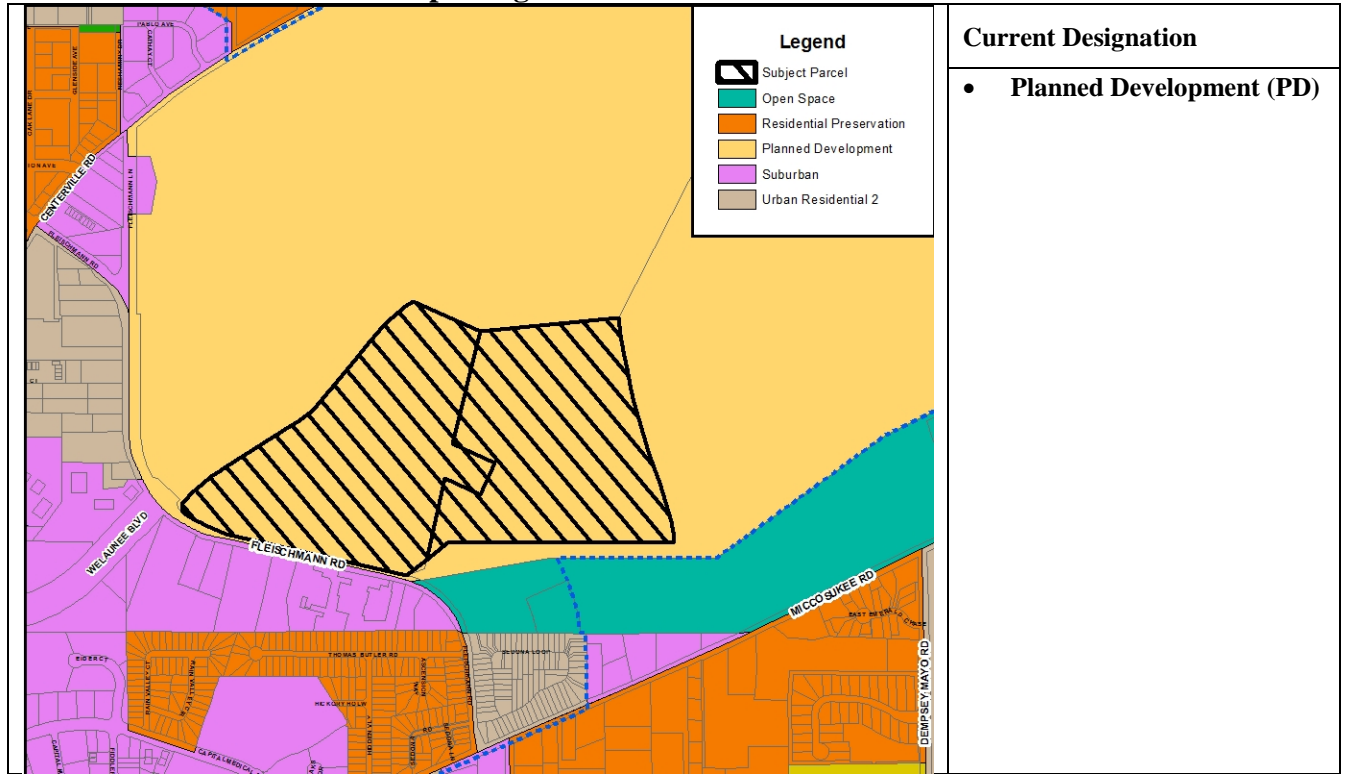
The purpose of this proposed amendment is to address the build-out plan for the Holy Comforter Episcopal School site and to take it out of the Welaunee Critical Planning Area. The site consists of two parcels totaling approximately 83.76 acres and fronts on Fleischmann Road. The proposed map amendment would change the designation of the subject site from Planned Development to Suburban with a concurrent rezoning to the Office Residential – 2 (approximately 72.7 acres) and C-2 General Commercial (approximately 11.1 acres) zoning districts.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

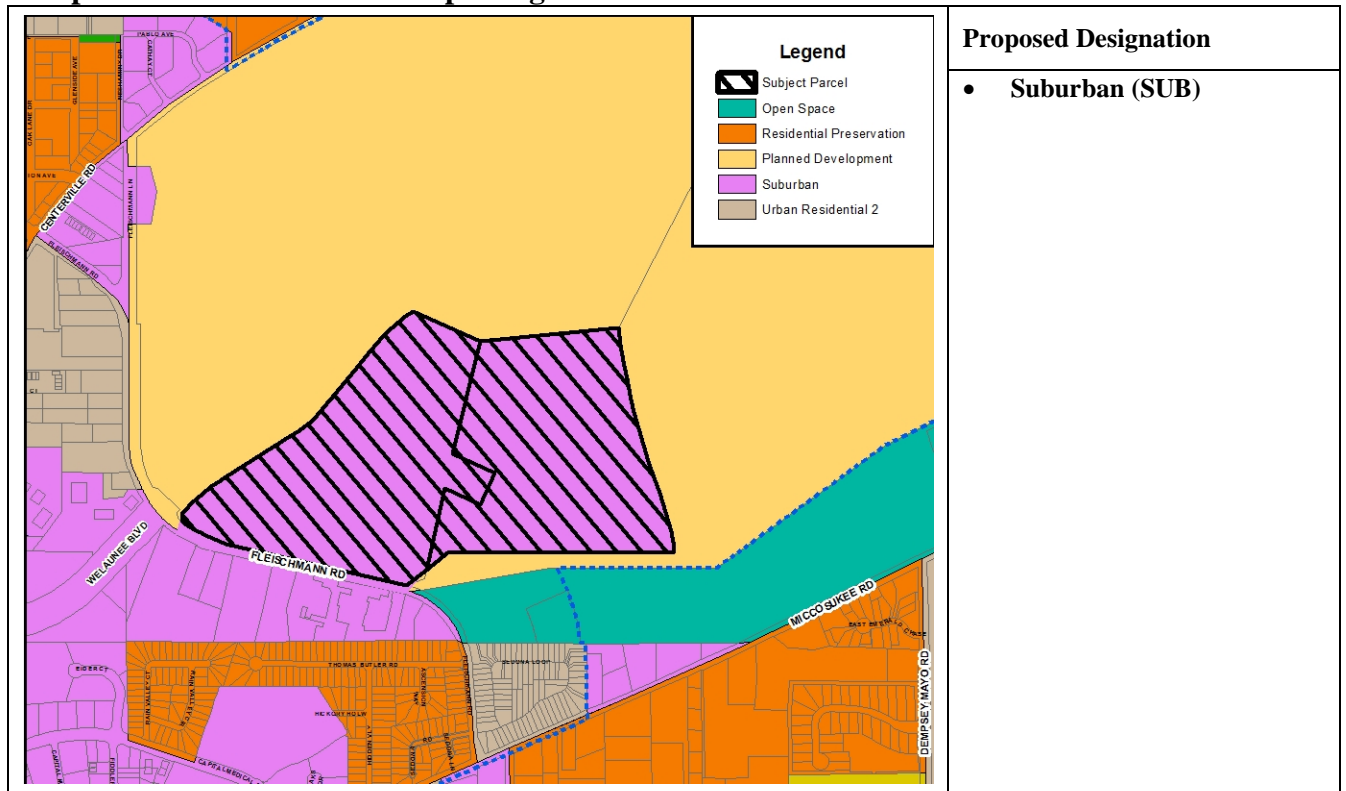
The subject site is currently designated Planned Development on the Future Land Use Map (FLUM). The proposed amendment would change the FLUM designation of the site to Suburban.

The following maps illustrate the current and proposed FLUM designations for the subject site.

Current Future Land Use Map Designation



Proposed Future Land Use Map Designation



C. RECOMMENDATION

Find that the proposed future land use map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning.

D. FINDINGS

Staff presents the following findings of fact:

1. The proposed change is consistent and furthers the intent of Land Use Element Objective 1.1 which establishes the Urban Service Concept intended to direct development to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and the service capacity to accommodate growth.
2. The proposed amendment and rezoning would further the intent of Land Use Element Policy 13.1.3 pertaining to the Toe of the Welaunee Critical Area Plan. The intent of this policy is to create new neighborhoods that have a mix of uses with varying densities and intensities that are compact and walkable and have diverse housing types and prices. The change is also consistent with Figure 13:1: Welaunee Toe Generalized Site Plan which show Mixed-Use Planning Areas along the northwest portion of the subject site where the C-2 General Commercial zoning is requested.
3. The proposed Suburban land use category and Office Residential-2 and C-2 General Commercial zoning districts are consistent with the existing development and future build out plans of the subject site. It is also consistent with the land use pattern of the area.
4. The subject site is near properties currently designated with the Suburban land use category.

E. STAFF ANALYSIS

History and Background

The proposed map amendment addresses the first developed portion of the Welaunee Critical Area Plan which is the Holy Comforter Episcopal Church School site.

On August 21, 1996, the City Commission approved a Planning Agreement with Leon County, Powerhouse, Inc., and Holy Comforter Episcopal Church and Day School that allowed Holy Comforter to construct a school on approximately 40 acres of land it had purchased from Powerhouse. The 40 acres fronted on Fleischmann Road and was part of the Welaunee "Toe". The signed agreement permitted Holy Comforter to build a school under the advanced development option ("First Bite Option" in Objective 6 of the Land Use Element of the Comprehensive Plan) for the Welaunee Critical Planning Area. The agreement had a term of 10 years.

The executed Planning Agreement was amended three times. On March 24, 1997, the agreement was amended to add 1.5 acres to the Holy Comforter site to allow completion of an athletic field house for the school. The second amendment approved August 22, 2003, clarified that the First Bite Option could also be used for construction of a church on the site.

The third and final agreement was approved in 2006 (see Attachment 1). The major purpose of that amendment was to extend the expiration date of the agreement to September 26, 2016, to maintain the benefits granted to Holy Comforter and Powerhouse in the original Planning Agreement, as amended. The third amendment to the agreement also added an additional 40 acres purchased by Holy Comforter from Powerhouse with an option to acquire another 20 acres. Extension of the Planning Agreement insured that the development on Holy Comforter property would not be aggregated with future development on the Welaunee property; continued development standards for the Holy Comforter site; and allowed Welaunee to take credit for the church and school to count as one of four required land uses in the First Bite Option. It must be noted, since 1996, Goal 6 and its implementing objectives and policies have been amended to allow construction of schools and school infrastructure within Critical Planning Areas without regard to the First Bite Option.

Lastly, in 2016, the Holy Comforter Planning Agreement expired and currently there is not a zoning district in place to implement built out development plans for the remainder of the Holy Comforter site. This map amendment and concurrent rezoning is needed to address those plans, which include a high school along with some commercial uses. The proposed map amendment would take the subject site out of the Welaunee Critical Planning Area and change the designation of the site from Planned Development to Suburban with a concurrent rezoning to the Office Residential-2 (approximately 72.7 acres) and C-2 General Commercial (approximately 11.1 acres) zoning districts. This land use category and zoning are appropriate for the school expansion and other uses of the site.

Current and Proposed Future Land Use Categories

Planned Development (Current)

The subject site is currently designated Planned Development on the Future Land Use Map. Prior to Comprehensive Plan Reform in 2007, this land use category was called “Critical Planning Area.” Land Use Objective 6.1 establishes the Planned Development category. The Planned Development (PD) land use category is intended to identify large land holdings that will be developed for various mixes of land uses, resulting in different types of commercial and residential neighborhoods. This category is assigned to large, undeveloped tracts of land for which more detailed planning is required to establish the most appropriate mix and arrangement of uses in accordance with this objective and related policies. Developments in this category are intended to have a mix of uses resulting in greater internal capture of automotive trips and a net fiscal benefit for local governments. The maximum residential gross density is 20 dwelling units per acre.

The complete text of the Planned Development FLUM category is provided in Attachment #2.

Suburban (Proposed)

The proposed FLUM designation for the subject site is Suburban. The Suburban land use category allows for a wide range of uses, including housing up to a maximum density of 20 dwelling units per acre, retail/office, and light industrial.

The complete text of the Suburban FLUM category is provided in Attachment #3.

Consistency with Comprehensive Plan

The proposed map amendment is consistent with the overall Goals, Objectives, and Policies of the Comprehensive Plan, specifically Land Use Element Objective 1.1, which establishes the Urban Service

Concept intended to direct development to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and the service capacity to accommodate growth. The proposed amendment also furthers the intent of the proposed Suburban FLUM and is consistent with the development pattern in the area.

Policy 2.2.5: [L] implements the Suburban land use FLUM. The Suburban designation is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

As is the intention of the Suburban land use designation, the subject site is located with convenient access to low to medium density residential land uses. It is also located in an area planned for a future mix of residential, commercial, office, recreation and institutional uses which is consistent with Land Use Element Policy 13.1.3 pertaining to the Toe and Heel of the Welaunee Critical Area Plan which requires an integrated mixture of uses with varying densities and intensities of uses (see Attachment # 4). The change is also consistent with Figure 13:1: Welaunee Toe Generalized Site Plan which show Mixed-Use Planning Areas along the northern portion of the subject site where the General Commercial zoning is requested along the future Welaunee Boulevard extension (see Attachment # 5). These Mixed-Use Planning areas may include town center, neighborhood center, residential, schools and community uses. A town center is planned for this general area.

Zoning

The subject site is currently zoned Critical Planning Area (CPA) since it is a part of Welaunee Critical Area Plan. The proposed map amendment will take the subject site out of the Welaunee Critical Area Plan. The Critical Planning Area zoning district was replaced with the Planned Development (PD) zoning district in 2009 in the City's Land Development Code. This district has specific planning requirements to coordinate development in a comprehensive manner consistent with Land Use Objective 6.1 of the Comprehensive Plan. Development within the district should provide for a mixture of integrated uses (i.e., residential, commercial, office, light industrial, public open space, recreation) that are predominantly self-supporting, rather than predominantly dependent on public funding for additional infrastructure, and place a greater emphasis on pedestrian mobility and transportation alternatives.

A zoning change to Office Residential 2 (OR-2) and C-2 General Commercial is being requested to implement the proposed map amendment. The Office Residential – 2 zoning district is intended to be in areas where employment and residential uses are encouraged to locate near each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use

of public infrastructure. Under this zoning district, elementary, middle and high schools are permitted as a principal use as community facilities.

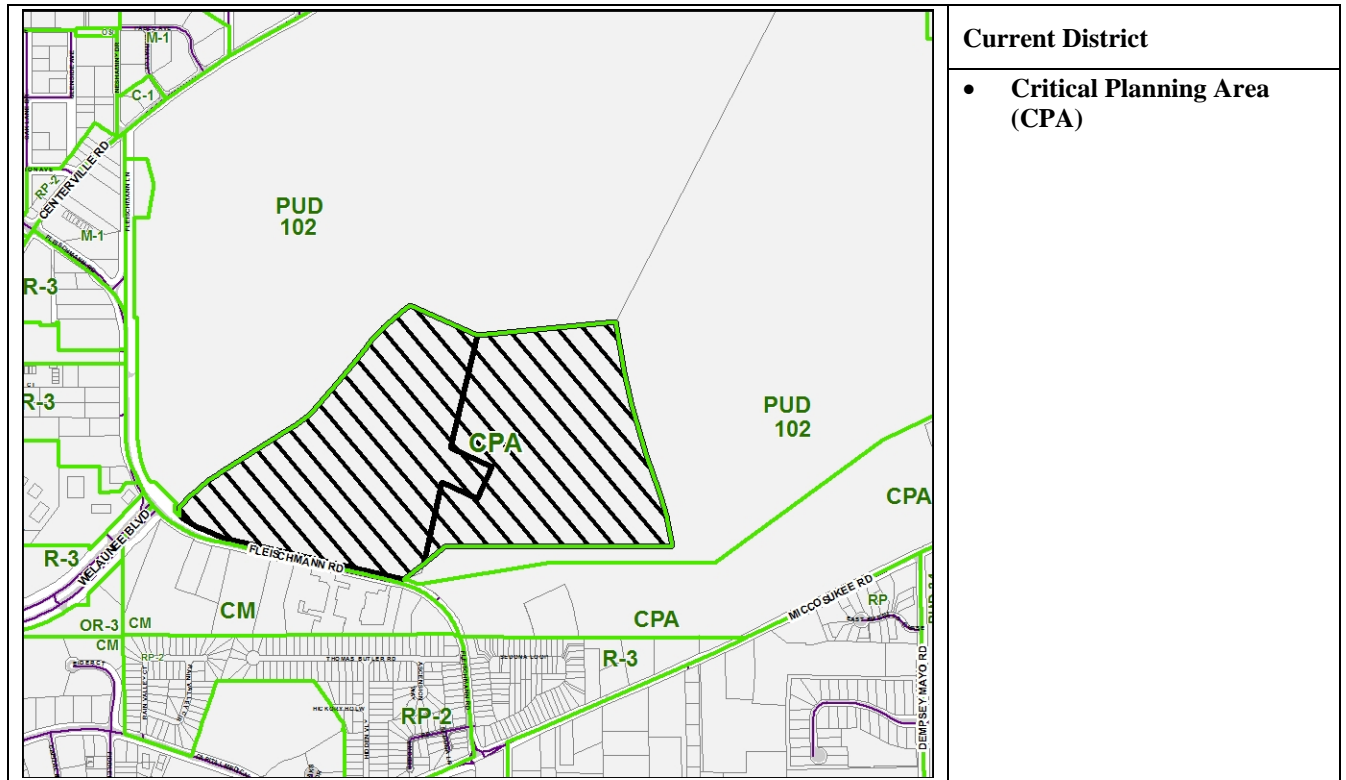
The C-2 zoning district is intended to be in areas designated Suburban on the FLUM and shall apply to areas with direct access to major collectors or arterial roadways located within convenient travelling distance to several neighborhoods. The district is not intended to accommodate large scale commercial or service activities, but rather small groups of retail commercial, professional, office, and community and recreational services. The proposed zoning districts are consistent with the development pattern near the request and proposed future development in the area in Welaunee.

Lastly, the Holy Comforter School past development standards were based on a Planning Agreement that expired in 2016. Currently there is no zoning on the site to implement future build out plans. The proposed rezoning is appropriate for the school expansion and other uses of the site. It is also consistent with the type of development that should occur at the town center planned in the area.

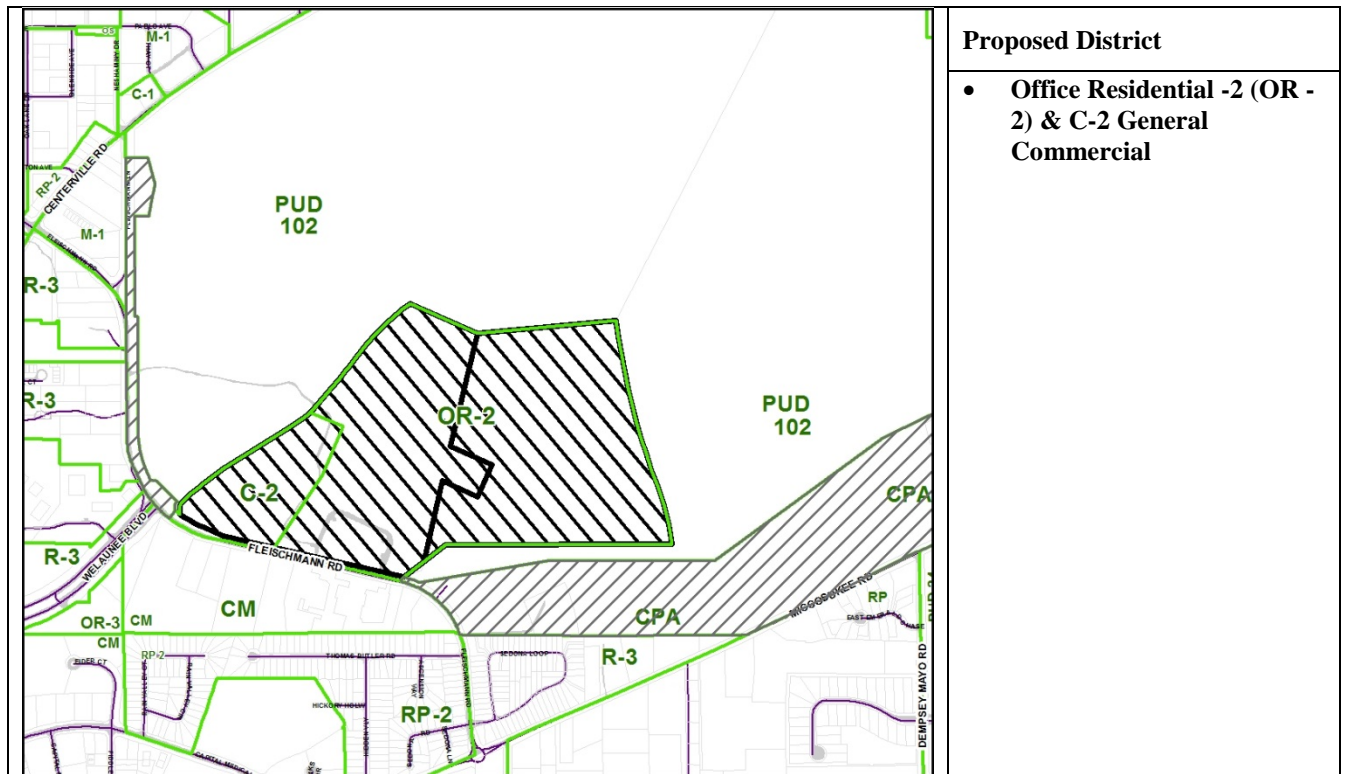
The Land Development Code sections for Office Residential – 2 (Section 10-252), C-2 General Commercial (Section 10-259) and Planned Development (Section 10-261) zoning districts are included as Attachment #6.

The following maps illustrate the current and proposed zoning for the subject site.

Current Zoning



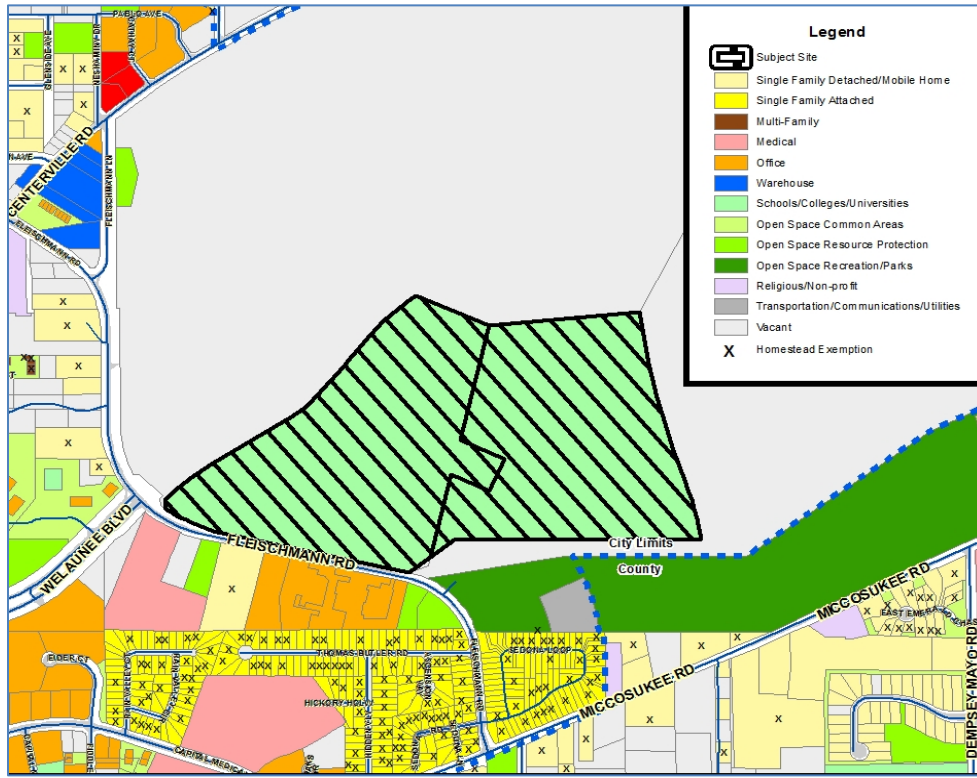
Proposed Zoning



Existing Land Uses

A portion of the subject site is currently developed with a private educational facility – Holy Comforter Episcopal School. The existing land uses surrounding the subject site on the east side of Fleischmann Road include vacant land comprised of Welaunee Critical Plan Area and open space in the form of a recreational park. On the west side of Fleischmann Road, existing land uses include office, medical, open space, single-family homes and vacant parcels. The proposed amendment would be consistent with the surrounding development pattern near the site.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

City of Tallahassee potable water and sewer services are available to the subject site. Adequate potable water and sewer capacity exists to accommodate development of the site under the proposed land use and zoning.

Schools

No impacts based on non-residential uses onsite.

Roadway Network

The subject site is accessed from Fleischmann Road, which is a Major Collector. Concurrency requirements will be determined during the site plan review process as future development occurs on the site. In addition, there are plans to extend Welaunee Boulevard north of the subject site. The extended roadway will have a multi-use path with sidewalks and bike lanes that will connect to the Miccosukee Greenway.

Pedestrian and Bicycle Network

The subject site fronts Fleishmann Road. There are sidewalks on the west side of Fleishmann. The Canopy Development Agreement shows a conceptual unpaved trail connecting the eastern boundary of the subject site to the Miccosukee Greenway. In the development agreement, this is depicted on the Exhibit H: Conceptual Bike/Pedestrian Trail Map. This map is included as Attachment #7 of this staff report.

Transit Network

The subject site is not currently served by Star Metro.

Environmental Analysis

The subject site is within the Lake Lafayette drainage basin. County environmental data indicate no known protected environmental features on the site.

F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to approximately 248 property owners within approximately 1,000 feet of subject site.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	April 7, 2017	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	April 12, 2017	Two signs providing details of proposed land use and zoning changes posted on subject site
X	Public Open House	April 17, 2017	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	April 24, 2017	Email Subscription Notice sent to all users of service

Public Open House - April 17, 2017: 1 citizen attended the public open house to discuss the 2017 Out-of-Cycle amendments. No citizens were in attendance specifically to discuss this proposed amendment.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2017 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	April 5, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	May 2, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
	Joint City-County Commission Transmittal Public Hearing	May 23, 2017	6:00 PM, Second Floor, City Commission Chamber, City Hall
	City Commission Adoption Public Hearing	June 28, 2017	6:00 PM, Second Floor, City Commission Chamber, City Hall
	County Commission Adoption Public Hearing	July 11, 2017	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing - May 2, 2017: The Local Planning Agency supported the staff recommendation of approval of the proposed land use amendment and concurrent rezoning based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

H. ATTACHMENTS

- Attachment #1 Holy Comforter Planning Agreement
- Attachment #2 Land Use Element Objective 6:1 Planned Development Future Land Use Category
- Attachment #3 Land Use Element Policy 2.2.5 Suburban Future Land Use Category
- Attachment #4 Land Use Element Policy 13.1.3 Welaunee Toe and Heel
- Attachment #5 Land Use Element Figure 13-1: Welaunee Toe Generalized Site Plan
- Attachment #6 Zoning district charts for the following zoning districts referenced in report:
 - Section 10-261. Planned Development
 - Section 10-252. Office Residential District -2
 - Section 10-256. C-2 General Commercial
- Attachment #7 Conceptual Bike/Pedsetrian Trail Map for Canopy Mixed Use PUD

THIRD AMENDMENT TO PLANNING AGREEMENT

This Third Amendment to the Planning Agreement, dated September 26, 1996, as amended, ("Third Amendment") is entered into on this 14th day of November, 2006, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"); LEON COUNTY ("County"), a political subdivision of the State of Florida; POWERHOUSE, INC., a Florida corporation ("Powerhouse"); and HOLY COMFORTER EPISCOPAL SCHOOL, INC., a Florida not for profit corporation, as the successor to HOLY COMFORTER EPISCOPAL CHURCH AND DAY SCHOOL, and THE EPISCOPAL CHURCH OF THE HOLY COMFORTER, TALLAHASSEE, FLORIDA (also known as HOLY COMFORTER EPISCOPAL CHURCH), an unincorporated division of the EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC., a Florida not for profit corporation (both collectively referred to herein as "Holy Comforter").

WITNESSETH:

WHEREAS, on September 26, 1996, the City, the County, Powerhouse and Holy Comforter entered into a Planning Agreement ("Planning Agreement") to address certain issues related to the conveyance by Powerhouse of 40 acres +/- to Holy Comforter within the Welaunee Critical Planning Area for construction of a school and related facilities; and

WHEREAS, on March 24, 1997, the parties entered into the First Amendment to Planning Agreement to add 1.5 acres +/- to the Holy Comforter site; and

WHEREAS, on August 22, 2003, the parties entered into the Second Amendment to Planning Agreement to clarify that a church could be built as part of Holy Comforter's development program; and

WHEREAS, Holy Comforter has subsequently acquired an additional 41 +/- acres from Powerhouse (for a current total of 82 +/- acres, all of which has been annexed into the City), and Holy Comforter has under contract and one remaining option with Powerhouse to acquire another 20+/- acres (for a total of some 100 acres within the Welaunee CPA);

WHEREAS, the Planning Agreement has an initial term of 10 years; and

WHEREAS, the Planning Agreement sets forth certain mutual understandings concerning the manner in which the remainder of the "advanced development option" under Policy 6.2.4 of the comprehensive plan may be exercised; and

WHEREAS, the parties desire for the Planning Agreement to be extended, for a period of 10 years, in order to extend and reaffirm their mutual understandings regarding the exercise of the remainder of the "advanced development option".

NOW, THEREFORE, the parties amend the Planning Agreement as follows and otherwise confirm all terms and conditions of the Planning Agreement:

1. Confirmation: The parties hereby confirm all terms and conditions of the Planning Agreement dated September 26, 1996, except as expressly amended.
2. Term of Agreement: Paragraph 14 of the Planning Agreement is amended to read as follows:

This Agreement shall become effective upon execution by all parties and shall run for 2040 years. The term of this Agreement may be extended as agreed in writing by the parties.

3. Recitals: The recitals set forth above are a material part of this Third Amendment to Planning Agreement and shall be construed as such.

4. The Planning Agreement shall be amended by adding the following paragraph.

Educational Facility Exception: Under the Planning Agreement, including the First and Second Amendments thereto, the Parties expressed their intent to exercise the advanced development option on 41.5+/- acres of the Holy Comforter site and indicated the requirements relating to use of the advanced development option on the remaining 158.5+/- acres eligible for the advanced development option. This Third Amendment specifically recognizes the amended provisions to Section 6.2.4.e. of the Land Use Element, Tallahassee-Leon County Comprehensive Plan, which exempt certain educational facilities from the requirements of the Critical Area Plan such that any future expansion by Holy Comforter onto lands within the Welaunee CPA shall not count against the acreage available for the advanced development option so long as the purpose is for schools (pre-kindergarten through twelfth grade) and/or infrastructure to serve primarily offsite needs. Such facilities must only comply with the review procedures for a Planned Unit Development (PUD) as required in current Land Use Policy 6.2.4.e, a copy of which is attached hereto as Exhibit 1. The Objectives and Polices of Land Use Element 6.2 and the provisions of the Welaunee Critical Area Plan, Land Use Element 13, shall continue to govern use

of the advanced development option for the remaining 158.5 +/- acres on non-educational or otherwise exempt uses.

5. Approval: This Third Amendment to Planning Agreement was approved by the City Commission after a meeting of the City Commission on October 25th, 2006, and by the Leon County Board of County Commissioners after a meeting thereof on November 14, 2006.

EXECUTED by the City, the County, Holy Comforter and Powerhouse as indicated by their signatures:

CITY OF TALLAHASSEE:

By: 

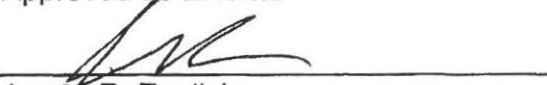
Mayor

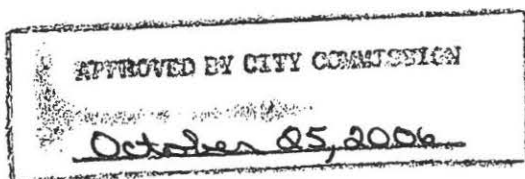
Date: 10/26/06

Attest:


City Treasurer-Clerk

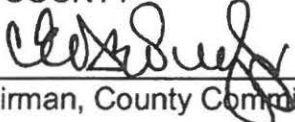
Approved as to form:


James R. English
City Attorney



Holy Comforter
Third Amendment to Planning Agreement
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LEON COUNTY

By: 
Chairman, County Commission

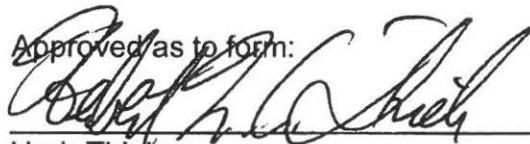
Date: 11-28-06

Attest:


County Clerk



Approved as to form:

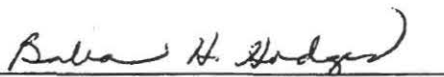

Herb Thiele
County Attorney

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**THE EPISCOPAL CHURCH OF THE
HOLY COMFORTER, TALLAHASSEE,
FLORIDA**

BY: 
Rev. Tom Crittenden,
Its: RECTOR

**HOLY COMFORTER EPISCOPAL
SCHOOL, INC.**

BY: 
Dr. Barbara H. Hodges
Its: President and C.E.O.


Witness

Elaine E. Lotsperch
Printed Name of Witness


Witness

CHRISTINE C. SCARLETT
Printed Name of Witness

Holy Comforter
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POWERHOUSE, INC.:

By: *Christopher F. Davenport*
Christopher F. Davenport
Its President

(Seal)

Date: 12/12/2006

Witness *David L. Powell*

DAVID L POWELL
Printed Name of Witness

Witness *Carolyn S. Raepple*

CAROLYN S. RAEPPLER
Printed Name of Witness

Land Use Element

- e) A set of development guidelines that will direct the development of subsequent site specific development projects as part of a PUD. These guidelines shall address, but not be limited to, the interrelationships of uses, energy efficiency, pedestrian access, and crime prevention.
- f) If allowances are to be made for developments that are different than the requirements specified in the Comprehensive Plan, those allowances should be specifically identified.

Policy 6.2.3: [L] (*Effective 6/28/95*)

Within the Critical Planning Areas, and immediately following the adoption of a Critical Area Plan (CAP), PUD-Zoning Districts shall be adopted in phases to include development criteria for each

Policy 6.2.3: [L] (*Effective 6/28/95*)

Within the Critical Planning Areas, and immediately following the adoption of a Critical Area Plan (CAP), PUD-Zoning Districts shall be adopted in phases to include development criteria for each phase of the Critical Area Plan. These Zoning Districts shall identify the location of general land uses, more specific timing requirements for each phase of the CAP, and the development standards for the area. These Zoning Districts shall ensure consistency with the Critical Area Plan and provide for a mixture of integrated uses. Except as provided in Policy 6.2.4., property within a Critical Planning Area may not be subdivided or developed prior to the adoption of a PUD Zoning District as part of the zoning code and land development regulations. To develop or subdivide within a Critical Planning Area, a developer must submit a site plan for site plan review which is consistent with the CAP and the PUD Zoning Districts.

Policy 6.2.4: [L] (*Rev. Effective 12/7/99*)

The following provisions shall also apply to CAPs:

- a) If a property owner wishes to subdivide or develop a portion of a Critical Planning Area before a Critical Area Plan (CAP) and/or PUD Zoning Districts specific to the area are adopted, a PUD, subject to the requirements of Objective 6.1 and its implementing policies, shall be required. This advance development option shall be permitted only once for any individual property owner. This option shall not be utilized by subsequent property owners resulting from the use of this option;
- b) Flexibility may also be provided for discreet areas of the Critical Planning Area that are separated by an interstate highway that prevents the integration with the remainder of the Critical Planning. This flexibility shall be dependent on the size of each of these discreet areas as they existed on June 28, 1995, as described below:
 - i. A property owner may subdivide or develop a portion of the Critical Planning Area before a CAP and/or PUD Zoning Districts specific to the area if that portion is less than 20 acres and isolated from the remainder of the Critical Planning Area due to an interstate highway that prevents integration with the remainder of the Critical Planning Area. For such isolated, contiguous property less than 20 acres, the standard PUD procedures, as specified in the Land Development Regulations, shall be used and no CAP or Target Area Plan shall be required prior to the subdivision or development of that portion;

Land Use Element

- ii. If the contiguous property on one side of the interstate highway is greater than 1,000 acres, that portion shall follow the Critical Planning Area procedures for development.
- iii. If the contiguous property is between 20 and 1,000 acres, the Target Planning Area PUD provisions of Objective 6.1 and its implementing policies shall be used.
- c) Within a Critical Planning Area, the size of a PUD that is adopted prior to the adoption of a Critical Area Plan and the PUD Zoning Districts, pursuant to Policy 6.2.4(a)[L], shall not exceed 200 acres, including contiguous properties under the same ownership or control;
- d) Once a Critical Area Plan is adopted as part of the Comprehensive Plan, and the PUD Zoning Districts are adopted for the relevant phase, site plans of any size and number within that phase may be approved, so long as they are consistent with the Critical Area Plan and PUD Zoning Districts; and
- e). It is the intent of local government to allow timely installation of facilities and infrastructure recognized by the City and/or County Commission as being important for the orderly growth of the community. Subdivision of a portion of a Critical Planning Areas for sale or donation to a public or quasi-public entity for the purpose of conservation, preservation, or passive resource based recreation use shall not be contingent upon the adoption of a CAP and PUD-Districts, but shall be required to submit a management plan to be approved by the local government in lieu of a PUD or site plan. Subdivision and development of a portion of a Critical Planning Area for sale or donation for the purpose of providing schools (pre-kindergarten through twelfth grade) and/or infrastructure to serve primarily offsite needs shall not, likewise, be contingent upon the adoption of a CAP and PUD-Districts, but shall be required to follow the review procedures for a PUD. Onsite infrastructure needed primarily for the future development of the Critical Planning Area shall not be included as part of the advance development option provided in this paragraph. The educational facilities and types of infrastructure that are intended to be accessible by the public shall be designed for integrated auto, pedestrian and bicycle access, and shared access. The school facilities and infrastructure shall include adequate buffering for the remainder of the Critical Planning Area. If any of these public acquisitions reduces the remaining acreage of the Critical Planning Area below 1,000 acres, the Target Planning Area provisions shall apply to all remaining acreage.

Policy 6.2.5: [L] (*Effective 6/28/95*)

No later than the start of the 95-96 budget review, and for each fiscal year thereafter, the City Commission and the Board of County Commissioners shall approve, as part of the annual budget process, a schedule of Critical Area Plans to be developed in that fiscal year. Either local government may amend the annual work plan for its jurisdiction, or undertake additional Critical Area Plans, as long as sufficient resources are provided to avoid any delays to the remaining elements of the work plan.

Policy 6.2.6: [L] (*Effective 6/28/95*)

All Critical Area Plans as set forth in these objectives and policies shall be performed only by that governmental entity having legal jurisdiction for the areas to be studied. That is, only Leon County shall have the authority to adopt Critical Area Plans for areas in the unincorporated area of Leon County, whether such property is located within or outside of the Urban Services Area boundary. Likewise, only the City of Tallahassee shall have the authority to adopt Critical Area Plans for areas within the city limits, whether such property is located within or outside of the Urban Services Area

PLANNED DEVELOPMENT

Objective 6.1: [L] (REV. EFF. 12/23/96)

This Future Land Use Category is intended to identify large land holdings that will be developed for various mixes of land uses, resulting in different types of commercial and residential neighborhoods. This category is assigned to large, undeveloped tracts of land for which more detailed planning is required to establish the most appropriate mix and arrangement of uses in accordance with this objectives and the related policies. Developments in this category are intended to have a mix of uses that results in greater internal capture of automotive trips and a net fiscal benefit for local governments.

The intensities of development in planned development categories mirror the intensities authorized in the Suburban Future Land Use Category until the plan is modified through the plan amendment process in conjunction with the development of regional impact and/or planned unit development processes.

The mix of uses shall be established at the time of development through the development of regional impact and/or planned unit development processes in accordance with this objective and related policies. Each Planned Development shall include a mix of residential unit types and complementary non-residential uses that, at build-out of the project, result in an internal capture of at least 20 percent of the trips generated by the development.

Policy 2.2.5: [L]

SUBURBAN (EFF. 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1 st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE ⁽⁶⁾	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	65-80%
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ (3) ACRE	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ (1) ACRE	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post-Secondary Schools and ancillary residential	1 UNIT/ DEVELOPMENT	20,000 SQ FT/ ACRE (9)	

Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.

- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 13.1.3: Land Use (EFF. 12/10/02; REV. EFF. 7/20/05)

The Toe and Heel shall contain an integrated mixture of uses that allows a broad range of residential, commercial, office, employment, recreation and civic, institutional and community uses with varying densities and intensities of use. The intent of this policy is to create a community pattern of multiple neighborhoods that are compact and walkable, with a mixture of uses, diversity of housing types and prices, and interconnected fine-grained street systems. A mix of uses should be encouraged throughout each phase of development and at buildout. Neighborhood densities and development intensities generally should be arranged in a hierarchical continuum radiating from center to edge. Pedestrian accessibility should be given precedence over automobile convenience as established in PUD Concept Plans.

- (1) Land uses in the Toe and Heel shall be assigned on the basis of the following categories as established in PUD Concept Plans:

(A) EMPLOYMENT CENTER

Employment centers shall be located proximate to major transportation arteries in order to provide jobs for residents as well as regional employment opportunities. Employment centers are intended to contain a mix of uses and not be a single-use environment. They shall be designed with shared parking opportunities for nonresidential uses that have peak parking demands other than during normal office hours. An employment center shall range in size between 30 acres and 150 acres. Allowable uses include office, hotels and inns, light industrial, warehousing and distribution, laboratories, research, printing, banks, retail, restaurants and cafes, infrastructure including stormwater management facilities, civic, religious and institutional uses and educational uses. Residential uses shall not be allowed except when located above the ground floor in mixed use office buildings. Development intensities shall range from 8,000 square feet per acre to 15,000 square feet per acre. Ground-floor, pedestrian-friendly uses should be included to provide walk-to shopping opportunities. A minimum five percent on-site open space requirement shall be required for each preliminary plat in an employment center.

(B) TOWN CENTER

Town centers shall be planned as compact, efficient nodes. Traffic calming measures such as on street parking, buildings close to the road with parking in back, streetscape, and other such solutions shall be utilized to create a pedestrian-friendly, walkable center. A town center shall range in size between 10 to 30 acres and contain uses that serve surrounding neighborhoods as well as those traveling through the area. Uses shall be mixed horizontally and vertically to the maximum extent feasible. It is the design intent to plan for multiple storefronts and multiple retailers in town centers so all the available

retail space is not aggregated into one or two “big-box” stores. Allowable uses include office, retail, restaurants, bed and breakfasts, hotels and inns, theaters and other entertainment venues, specialty retail, grocery stores, residential, home occupational uses, and civic, religious and institutional uses (including day care services for children and adults). Development intensities in town centers shall range from 8,000 square feet per acre up to 20,000 square feet per acre. Residential densities shall be allowed up to 16 dwelling units per acre with no minimum density required. Residential uses shall be encouraged above ground-floor retail and other nonresidential uses. Town centers shall be planned on a block system with a gridded road network and on-street parking. Stormwater management facilities shall be located outside of town centers to promote a compact, pedestrian-oriented development pattern except where alternative sites for stormwater facilities are not reasonably available. Community open space in the form of public squares and greens shall be planned as a focal point for a town center. No minimum on-site open space shall be required on each preliminary plat.

(C) NEIGHBORHOOD CENTER

Neighborhood centers shall allow small retail, specialty retail, office, restaurants, services, residential and other uses (including day care services for children and adults) that support residential uses within a neighborhood. These centers are also intended to function as a neighborhood focal point and are envisioned to have churches, town squares, and other civic, religious, and institutional uses. The neighborhood centers shall range in size from 5 to 8 acres and shall be designed to create a pedestrian friendly environment. Traffic calming measures, such as on-street parking, buildings up close to the road with parking in back, streetscape, and other such solutions, shall be utilized to create a pedestrian friendly, walkable center. Development intensities in the neighborhood center shall range from 4,000 square feet per acre to 12,500 square feet per acre. The maximum residential density in the neighborhood center shall be 16 units per acre. No minimum density shall be required. Residential uses shall be encouraged above ground-floor retail and other nonresidential uses. Community open space in the form of village squares and village greens shall be planned as the focal point of a neighborhood center. No minimum on-site open space shall be required for each preliminary plat.

(D) MULTI-FAMILY RESIDENTIAL

Multi-family residential areas shall include residential units with a maximum density of 16 units per acre and a minimum density of 8 units per acre. Allowable uses include town homes, apartments, condominiums and other multi-family uses, single-family attached and detached residential units, office as a ground-floor use with residential uses above or in a live-work unit, civic, religious and institutional uses, infrastructure including stormwater management facilities, parks and recreation. A minimum 10 percent on-site open space shall be required on each preliminary plat.

(E) RESIDENTIAL HIGH DENSITY

Residential high-density areas should be within easy walking distance of town and neighborhood centers and/or arranged along either side of some of the internal roads. The maximum allowable density shall be 10 units per acre and the minimum density should be 4 units per acre. Allowable uses include residential, civic, religious and institutional uses, parks and recreation, and infrastructure including stormwater facilities. A minimum of 10 percent on-site open space shall be required on each preliminary plat.

(F) RESIDENTIAL MEDIUM DENSITY

Residential medium density areas shall include single family residential uses up to a maximum density of 4 units per acre with a minimum density of 2 units per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. These areas shall have an interconnected local road system with a range of lot sizes. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

(G) RESIDENTIAL LOW DENSITY

Residential low-density areas shall include single family residential uses with a maximum density of 2.5 units per acre and a minimum of 1 unit per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. A minimum of 15 percent onsite open space shall be required on each preliminary plat.

(H) RESIDENTIAL ESTATE

Residential estate areas shall include single-family residential uses up to a density of up to 1 unit per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. A minimum of 15 percent onsite open space shall be required on each preliminary plat.

(I) SCHOOLS AND COMMUNITY USES

The school and community uses category is intended for public and private schools, as well as a broad range of community, civic, religious and institutional uses, including but not limited, to libraries, fire stations, police stations, civic educational centers, places of worship and supporting uses, community centers and clubhouses. School support facilities are also allowable, and include but are not limited to, play fields, gymnasiums, and other education-related uses. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

- (2) Land uses should develop on the Toe, shown in Figure 13-1, consistent with the following locational criteria as established in PUD Concept Plans:

- (A) One or more town centers should be located at strategic points along Welaunee Boulevard with no more than one each in the eastern and western sections.
 - (B) One or more neighborhood centers should be located at strategic points along Welaunee Boulevard with no more than one each in the eastern and western sections.
 - (C) Town and neighborhood centers shall be located within a one-quarter mile walking radius from the majority of the denser residential areas.
 - (D) Town and neighborhood centers, higher-density residential areas and the primary open space system shall be located proximate to school and community uses when feasible.
 - (E) School and community uses shall be located proximate to town or neighborhood centers, higher density residential areas and the primary open space systems when feasible.
 - (F) Residential medium density areas generally shall be located within one-quarter mile walking distance from town and neighborhood centers.
 - (G) Residential low density and residential estate areas shall be located outside the one-quarter mile walking radius from town and neighborhood centers. Residential areas adjacent to the Miccosukee Canopy Road Greenway or along currently designated canopy roads shall be either residential low density or residential estate.
- (3) Unless developed pursuant to Policy LU 13.1.9, land uses should develop on the Heel, shown on Figure 13-2, consistent with the following locational criteria as established in PUD Concept Plans:
- (A) Employment centers should be located as follows:
 - (i) An employment center should be proximate to the interchange of Interstate 10 and U.S. 90 and be compatible with nearby residential and mixed-use development. This employment center shall have direct access to an arterial, which will traverse the Heel.
 - (ii) An employment center should be located in the southern section of the Heel with direct access to U.S. 90. To minimize traffic loadings on U.S. 90, this employment center shall be connected to the Heel by internal roadways.
 - (B) No more than one town center may be located in the central section of the Heel proximate to residential areas. Employment centers should be located preferably within a one-quarter mile walking radius of the town center to provide restaurants, services, retail and other uses for employees.

(C) No more than two neighborhood centers may be located in the northern section of the Heel within a one-quarter mile walking radius of nearby residential development. No more than one neighborhood center may be located in the central section of the Heel.

(D) Town or neighborhood centers shall be located at the center of a one-quarter mile walking radius from the majority of the denser residential areas.

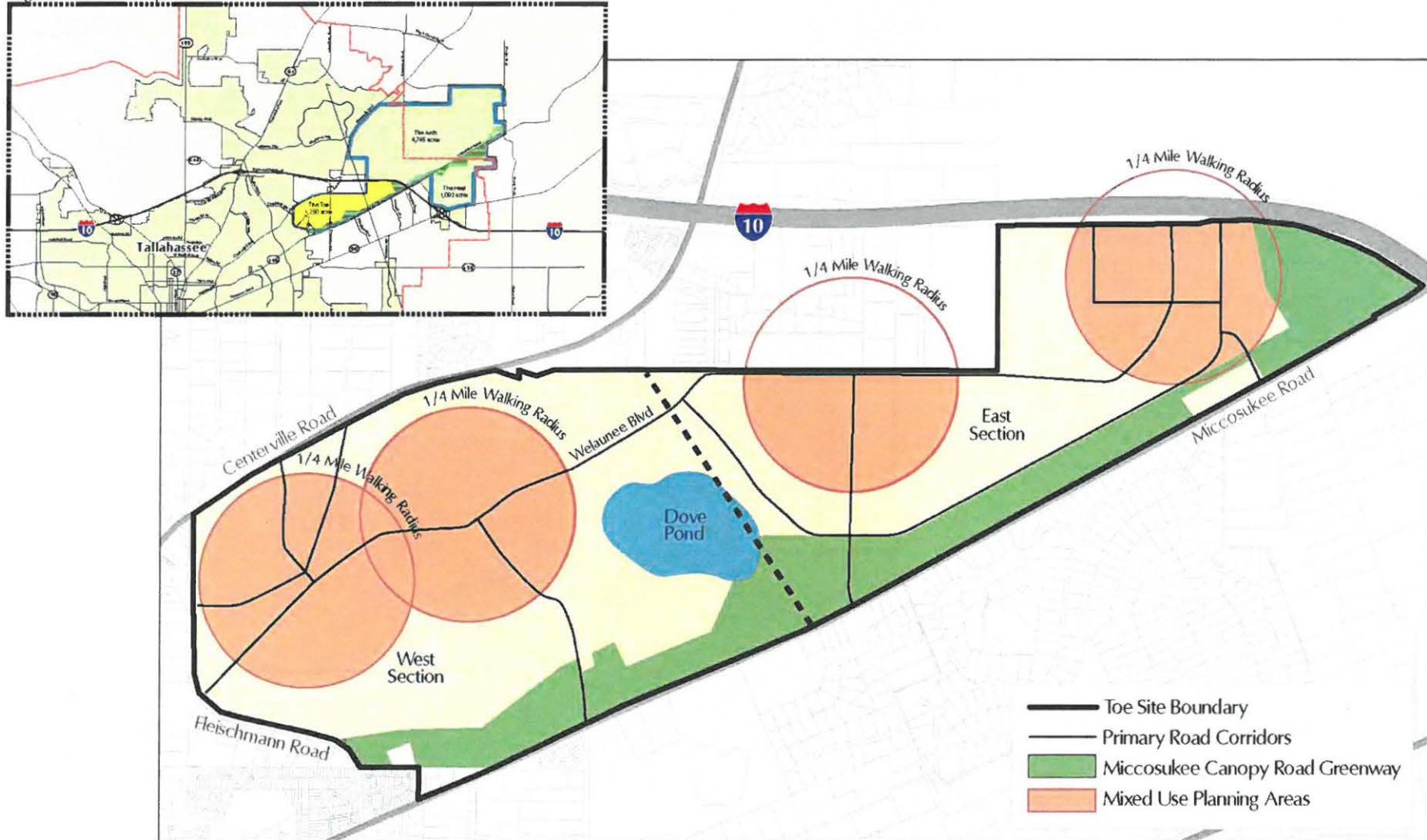
(E) School and community uses shall be located proximate to town or neighborhood centers, higher density residential areas and the primary open space system when feasible.

(F) Residential areas adjacent to the Miccosukee Canopy Road Greenway or along currently designated canopy roads shall be either single-family residential low density or single-family residential estate.

(G) Residential estate areas should be located in the northeastern section of the Heel adjacent to existing estate-type rural residential areas on adjacent lands.

Figure 13-1: Welaunee Toe Generalized Site Plan

Regional Location Map



- Notes:
1. A road connection to Centerville Road is authorized at either of the points identified, but not both, to be determined in the PUD Concept Plan.
 2. Except for existing roads and road easements, the location of all primary road corridors is approximate and subject to final delineation in PUD Concept Plans.
 3. Mixed Use Planning Areas may include town center, neighborhood center, residential, and school and community use categories. The location and number of Mixed Use Planning Areas is approximate and subject to final delineation in PUD Concept Plans based upon site-specific studies, on-site and off-site impacts, economic feasibility and other factors. In all cases, the arrangement of land uses in the Toe shall be consistent with the locational criteria in Policy LU 13.1.3(2).

Source: Planning Solutions
March 2002
Scale in Feet
0 200 400 800
N

Section 10-261 Planned Development

1. District Intent	PERMITTED USES	
<p>The purpose of the Planned Development (PD) District is to establish planning guidelines for large undeveloped areas, greater than 200 acres inside of the Urban Service Area, and whose development could have substantial impacts on the community as a whole. This district has specific planning requirements to coordinate the development in a comprehensive manner consistent with Land Use Objective 6.1. of the Tallahassee-Leon County Comprehensive Plan. Development within this district shall provide a mixture of integrated uses (i.e., residential, commercial, office, light industrial, public open space, recreation) that are predominantly self-supporting, rather than predominantly dependent on public funding for additional infrastructure, and place a greater emphasis on pedestrian mobility and transportation alternatives. The allocation of uses within the PD shall be consistent with the mixed use percentages required for the Suburban Future Land Use Category until modified by approval of a Planned Development Master Plan.</p> <p>This zoning district contains lands located in the Planned Development future land use category. Lands in this category are required prior to subdivision or development to allocate future land uses and intensities through the Comprehensive Plan amendment process. In addition, a Planned Development Master Plan, an area plan for development of all contiguous land holdings, is required to be approved concurrently with the Comprehensive Plan amendment. The Planned Development Master Plan is implemented through approval of a PUD(s) or alternatively for a proposed DRI, the DRI Development Order. The PD zoning district will be replaced on the zoning map by PUD or DRI zoning. The PUD district replacing the PD zoning district shall be consistent with the allowable uses established in the Master Plan.</p> <p>Owners of properties that contain less than 200 acres may request that their property be included in the PD district. Such requests will be subject to all of the applicable procedural requirements set forth in the Zoning Code.</p>	2.Planned Development - Planning Requirements	3. Accessory Uses
<p>4. Infrastructure - The Master Plan shall be developed to maximize the use of infrastructure through phasing and development location that fosters compact development. Locations of future schools needed to support the future resident population of the Planned Development district shall also be designated.</p> <p>5. General design standards - The Master Plan shall establish general design standards which will encourage and guide mixed use, integrated development that is pedestrian-friendly. The general design standards shall include, but are not limited to, standards for building, scale, setbacks, height, street design and access, pedestrian facilities and amenities, parking standards and design, natural areas, landscaping, stormwater accommodation, and property signage</p>	<p>To provide for a more self supporting development pattern that is less oriented to the use of automobiles, the Planned Development Master Plan shall include at least four different land uses that are integrated with each other and at build-out result in internal capture of at least 20% of the trip generated by the development. The Master Plan shall provide the mix, location and intensities of future land uses. The Master Plan shall provide the mix, location and intensities of future land uses. The Master Plan shall be consistent with Section 10-924 of this ordinance. New zoning districts shall be established within all or a portion of the PD following the adoption of a Master Plan.</p> <p>Except as noted below, no subdivisions or development are allowed prior to the adoption of zoning districts to implement an adopted Planned Development Master Plan.</p> <p>A portion of the district not exceeding either 20% of the district area or 200 acres, whichever is less, may be developed through the PUD process prior to the submittal of a Planned Development Master Plan. This advance portion must include at least two different land uses (excluding public and recreation) unless the applicant can justify the parcel size would not support two uses. In this case, the applicant is still required to develop a mixed use project for the advance portion, but such project may include public or recreation uses. Easements, right of way and other improvements located throughout may be required to be dedicated in conjunction with this advance development. Any development authorized in advance of the Planned Development Master Plan must be included in the Master Plan.</p>	<p>Subdivision of a portion of a PD district for sale or donation to a public or quasi-public entity for the purpose of conservation, preservation, or passive resource based recreation use shall not be contingent upon the adoption of a Master Plan and the implementing zoning districts, but shall require local government approval of a management plan in lieu of a site plan for that portion of the PD. Subdivision and development of a portion of the district for sale or donation for schools and/or infrastructure to serve primarily off-site needs shall not, likewise, be contingent upon the adoption of a Master Plan and implementing zoning district, but the subdivision shall be required to follow Type D review process. If the remaining portion of the PD in private ownership is less than 200 acres following the public or quasi-public acquisition, the provisions of this zoning district shall apply to the remaining acreage.</p> <p>As specified in the Planned Development Master Plan and the implementing PUD or DRI zoning districts.</p>

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12. of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

Section 10-252. OR-2 Office Residential District.

The following applies to the OR-2 Office Residential District:

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
<p>The OR-2 district is intended to be located within areas designated Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-2 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-2 district. The maximum gross density allowed for new residential development in the OR-2 district is 16 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.</p> <p>In order to implement the business park development pattern, a minimum of 10 acres is required with at least 3 types of uses which shall include office and commercial.</p> <p>Development standards for properties located within the MMTD are established within Division 4 of this Code.</p>	<p>(1) Banks and other financial institutions. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary, middle, and high schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with Section 10-413 of these regulations. (4) Day care centers. (5) Golf courses. (6) Hotels and motels, including bed and breakfast inns. (7) Medical and dental offices and services, laboratories, and clinics. (8) Multiple-family dwellings. (9) Non-medical offices and services, including business and government offices and services. (10) Nursing homes and other residential care facilities. (11) Off-street parking facilities.</p>	<p>(12) Passive and active recreational facilities. (13) Personal services. (14) Retail drug store without drive thru (only allowed in a business park development) (15) Retail food and grocery (only allowed in a business park development) (16) Rooming Houses. (17) Single-family attached dwellings. (18) Single-family detached dwellings. (19) Social, fraternal, and recreational clubs and lodges, including assembly halls. (20) Stand alone restaurants without drive thru (only allowed in a business park development) (21) Studios for photography, music, art, dance, drama, and voice. (22) Two-family dwellings. (23) Veterinary services, including veterinary hospitals. (24) Zero-lot line single-family detached dwellings. (25) Any use permitted in the C-1 district (and is not listed in uses 1-21 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.</p> <p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.</p>

DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 square feet; avg. of 2,000 square feet	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Rooming Houses	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories

7. Additional Criteria and Restrictions for Business Park Development: Commercial uses shall not exceed 25% of the total square feet of the development.

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to chapter 5, environmental management for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, concurrency management for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. For cluster development standards, refer to Section 10-426.

Section 10-256. C-2 General Commercial District

The following applies to the C-2 General Commercial District:

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
<p>The C-2 district is intended to be located in areas designated Suburban on the Future Land Use Map of the Comprehensive Plan and shall apply to areas with direct access to major collectors or arterial roadways located within convenient traveling distance to several neighborhoods, wherein small groups of retail commercial, professional, office, community and recreational facilities and other convenience commercial activities are permitted in order to provide goods and services that people frequently use in close proximity to their homes. The C-2 district is not intended to accommodate large scale commercial or service activities or other types of more intensive commercial activity. The maximum gross density allowed for new residential development in the C-2 district is 16 dwelling units per acre, with a minimum gross density of 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum density. The residential uses are required to be located on the second floor or above a building containing commercial or office uses on the first floor. Mixed use projects in the C-2 district are encouraged, but are not required. In order to maintain compact and non-linear characteristics, C-2 districts shall not be located closer than ¼ mile to other C-1 or C-2 districts or to parcels containing commercial developments including more than 20,000 gross square feet of floor area and shall not exceed 30 acres in size.</p> <p>Development standards for properties located within the MMTD are established within Division 4 of this Code.</p>	<p>(1) Antique shops. (2) Automotive service and repair, including car wash. (3) Bait and tackle shops. (4) Banks and other financial institutions. (5) Camera and photographic stores. (6) Cocktail lounges and bars. (7) Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-413. (8) Day care centers. (9) Gift, novelty, and souvenir shops. (10) Indoor amusements (bowling, billiards, skating, etc.). (11) Indoor theaters (including amphitheaters). (12) Laundromats, laundry and dry cleaning pick-up stations. (13) Mailing services. (14) Medical and dental offices, services, laboratories, and clinics. (15) Motor vehicle fuel sales. (16) Non-medical offices and services, including business and government offices and services. (17) Non-store retailers. (18) Passive and active recreational facilities. (19) Personal services (barber shops, fitness clubs etc.). (20) Pet day care centers (21) Photocopying and duplicating services. (22) Rental and sales of dvds, video tapes and games. (23) Rental of tools, small equipment, or party supplies.</p>	<p>(27) Retail bakeries. (28) Retail computer, video, record, and other electronics. (29) Retail department, apparel, and accessory stores. (30) Retail drug store. (31) Retail florist. (32) Retail food and grocery. (33) Retail furniture, home appliances, accessories. (34) Retail home/garden supply, hardware and nurseries. (35) Retail jewelry store. (36) Retail needlework shops and instruction. (37) Retail newsstand, books, greeting cards. (38) Retail office supplies. (39) Retail optical and medical supplies. (40) Retail package liquors. (41) Retail pet stores. (42) Retail picture framing. (43) Retail sporting goods, toys. (44) Retail trophy store. (45) Shoes, luggage, and leather goods. (46) Social, fraternal and recreational clubs and lodges, including assembly halls. (47) Studios for photography, music, art, dance, and voice. (48) Tailoring. (49) Veterinary services, including veterinary hospitals. (50) Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district.</p> <p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.</p>

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
	(24) Repair services, non-automotive. (25) Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor. (26) Restaurants, with or without drive-in facilities.	

DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal Use	none	none	none	25 feet	15 feet on each side	25 feet	10 feet	12,500 square feet of non-residential gross building floor area per acre and commercial and/or office uses not to exceed 200,000 square feet of gross building floor area for districts less than 20 acres and commercial and/or office uses not to exceed 250,000square feet of gross building floor area for districts 20 to 30 acres in size. Individual buildings may not exceed 50,000 gross square feet.	3 stories
<p>7. Street Vehicular Access Restrictions: Properties in the C-2 zoning district shall be located on a major collector or arterial street, but may have additional vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, RP-1, RP-2, RP-MH, RP-UF, and RP-R.</p>									
<p>8. Additional Criteria and Restrictions for Pet Day Centers: Outside boarding and unsupervised outside activity are prohibited. In the event that a pet day care center abuts a residential property, the center shall not exceed an L10 noise level of 60 dBA in the daytime (6:00 A.M. to 9:00 P.M.) as measured on the property line abutting the center. Hours of operation for Pet Day Care Centers shall be 6:00 A.M. to 9:00 P.M.</p>									
<p>9. Additional Criteria for Charitable Donation Stations: Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A “charitable donation station” is considered a community service/facility regulated by section 10-413 of this Code.</p>									

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to chapter 5, pertaining to environmental management, for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, pertaining to concurrency management, for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. For cluster development standards, refer to Section 10-426.

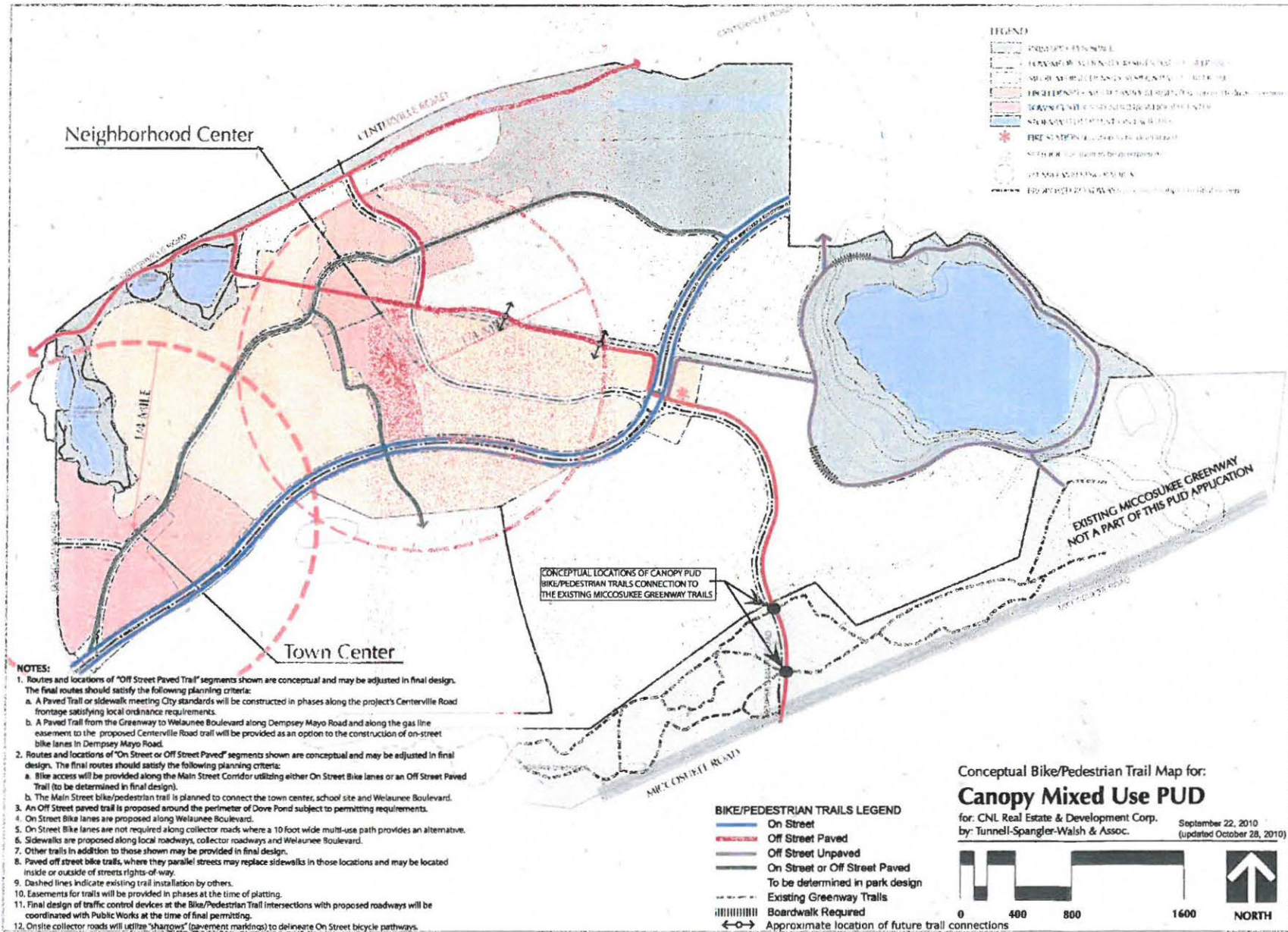


Exhibit H

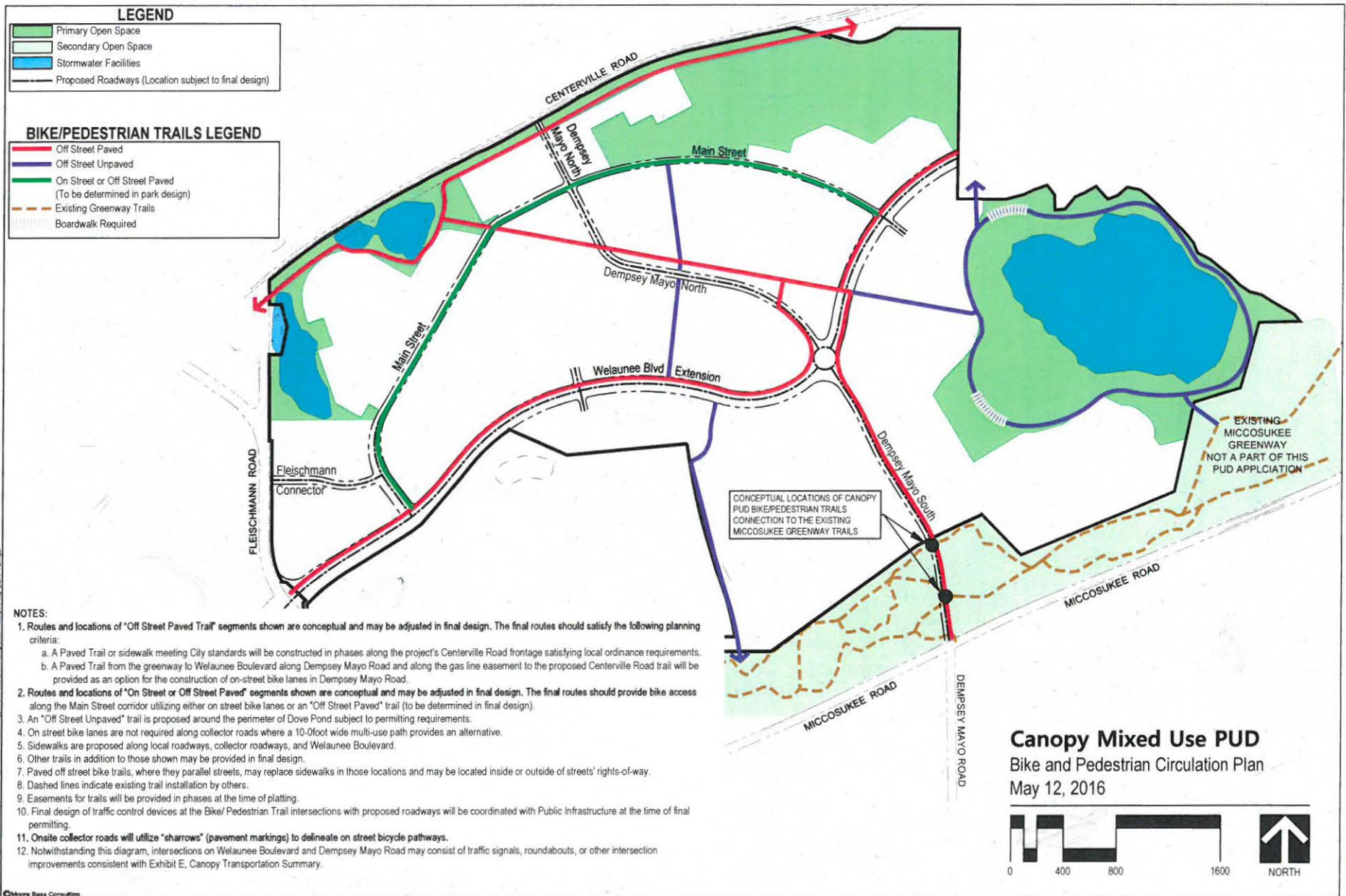


Exhibit H



**2017 Out of Cycle
Comprehensive Plan Amendment**
PCT201701
Welaunee Critical Area Plan

SUMMARY		
Applicant:	Proposed Change	TLCDP Recommendation:
The City of Tallahassee	Text amendments to Future Land Use Element Goal 13 and associated objectives and policies	Approve
TLCDP Staff:	Comprehensive Plan Element	LPA Recommendation:
Artie White	Land Use	Approve
Contact Information:	Policy Number(s)	
Artie.White@Talgov.com (850) 891-6432	Policies 13.1.1, 13.1.3, 13.1.4, Table 13-1, and Figure 13-1	
Date: March 28, 2017	Updated: May 3, 2017	

A. SUMMARY:

Goal 13 and associated objectives and policies in the Future Land Use Element pertain to the Welaunee Critical Area plan and provide guidance on future development within the area. The Planned Unit Development (PUD) is currently being updated for the portion of the Welaunee Critical Area Plan referred to as the “Toe.”

The Comprehensive Plan is intended to be a public policy document with principles, guidelines, standards, and strategies that establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations (Ch. 163.3177(1), F.S.). Given this relationship between the Comprehensive Plan and land development regulations, including zoning districts, the proposed amendment moves some of the specific details for the Toe from the Comprehensive Plan to the PUD while the PUD is being updated. Details for the remainder of the Welaunee Critical Area Plan are remaining in the Comprehensive Plan until a PUD is updated for those areas (i.e. the Heel).

B. RECOMMENDATION:

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

C. FINDINGS:

Staff presents the following findings of fact:

1. The proposed amendment is consistent with the City of Tallahassee Land Development Code, Sec. 10-165. –Planned Unit Development (PUD) Zoning District Requirements and Procedures.
2. The proposed amendment is consistent with Objective 1.2[M] Complete Streets and associated policies.

D. PROPOSED POLICY CHANGES:

Policy 13.1.1: Plan Overview for Toe and Heel

- (4) The Toe and Heel may develop in phases consistent with necessary infrastructure and services and, for the Heel, consistent with the phasing schedules on ~~Table 13-1 and Table 13-2~~, which are is based on projections of densities and intensities of use derived from the corresponding acreage. Sub phases or stages of each phase ~~in Tables 13-1 and 13-2~~ may be developed in separate PUDs. The Toe and the Heel may be developed concurrently. ~~Tables 13-1 and 13-2~~ are is attached as part of this Objective.
- (5) A comprehensive plan amendment shall be required in order to exceed the projected total number of residential units or the projected total nonresidential square footage for the ~~Toe or Heel, respectively~~, as set forth in Table 13-2. Such an amendment shall be consistent with the requirements of Objective LU 6.2 and its supporting policies.

Policy 13.1.3: Land Use

- (1) Land uses in the Toe and Heel shall be assigned on the basis of the following categories as established in PUD Concept Plans:

(A) EMPLOYMENT CENTER

Employment centers shall be located proximate to major transportation arteries in order to provide jobs for residents as well as regional employment opportunities. Employment centers are intended to contain a mix of uses and not be a single-use environment. They shall be designed with shared parking opportunities for nonresidential uses that have peak parking demands other than during normal office hours. An employment center shall range in size between ~~15~~ 30 acres and 150 acres. Allowable uses include office, hotels and inns, light industrial, warehousing and distribution, laboratories, research, printing, banks, retail, restaurants and cafes, infrastructure including stormwater management facilities, civic, religious and institutional uses, and educational uses. Residential uses shall

not be allowed except when located above the ground floor in mixed-use office buildings.

Development intensities shall range from 8,000 square feet per acre to 15,000 square feet per acre. Ground-floor, pedestrian-friendly uses should be included to provide walk-to shopping opportunities. A minimum five percent on-site open space requirement shall be required for each preliminary plat in an employment center.

- (H) Institutional uses (including but not limited to an elementary school, senior citizens' activity center, assisted living facility, adult living facility, rehabilitation center, and adult care/memory unit) may be located in any land use district in the Toe.

Policy 13.1.4: Transportation

- (1) These general transportation guidelines shall apply on the Toe and Heel as established in PUD Concept Plans and shown in Figure 13-3 and Figure 13-4, respectively:
 - (D) Multi-modal facilities (for motorists, cyclists, and pedestrians) shall be provided on all collector and arterial roads. ~~On-road bicycle lanes shall be provided on all collector and arterial roads.~~
- (2) The following transportation guidelines shall apply in the Toe as established in PUD Concept Plans and shown in Figure 13-3:
 - (C) Road access to the Toe from Fleischmann Road shall be provided ~~at a maximum of two locations, including Welaunee Boulevard~~ in accordance with City standards and subject to City approval.

Table 13-1 Welaunee (Toe) Phasing Schedule by Land Use [Delete Table]

Figure 13-1 Welaunee Toe Generalized Site Plan

Mixed Use Planning Areas may include town center, neighborhood center, employment center, residential, and school and community use categories.

E. STAFF ANALYSIS

History and Background

The City Commission and Board of County Commissioners adopted Goal 13 and corresponding objectives and policies into the Tallahassee-Leon County Comprehensive Plan in 2002. The referenced goal, objectives, and policies pertain to the Welaunee Critical Area plan and provide guidance on future development within the area. As the Planned Unit Development (PUD) for the Welaunee Toe is updated, some of the specific details for the development of the Toe are proposed to move from the Comprehensive Plan to the PUD, consistent with the intended relationship between the documents.

In the City of Tallahassee Land Development Code, Section 10-165. Planned Unit Development (PUD) Zoning District Requirements and Procedures states, “The Planned Unit Development (PUD) zoning district is intended to provide a method by which proposals for a unique zoning district which are not provided for or allowed in the zoning districts otherwise established by this chapter may be evaluated. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining in the City Commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.”

The primary amendment to the Critical Area Plan is the removal of Table 13-1, which outlines the Welaunee Toe phasing schedule by land use. This level of detail is more appropriate for the PUD; however, the guidelines for development included in Policy 13.1.1 would still apply.

Due to the removal of the table, Policy 13.1.1 (4) is proposed to be amended to remove the reference to Table 13-1. Additionally, Policy 13.1.1 (5) is proposed to be amended to remove the reference to Table 13-1 and to change the process for exceeding the projected development of the Toe to a PUD modification instead of a Comprehensive Plan Amendment. In the City of Tallahassee Land Development Code, Section 10-165. Planned Unit Development (PUD) Zoning District Requirements and Procedures states, “Any amendments to the PUD concept plan shall be reviewed as a new PUD concept plan. Notwithstanding this provision, the Growth Management Department may approve amendments to the PUD Concept Plan during the review of a PUD Final Development Plan if the Growth Management Department determines that said amendments are substantially minor in nature and do not effect the overall character of the PUD Concept Plan. The criteria that the Growth Management Department shall use to determine if the proposed changes effect the overall character of the PUD include, but are not limited to an increase in the overall number of residential dwelling units or non-residential building square feet; a substantial decrease in the amount of acres devoted to common open space and/or natural area; and a substantial change in the general location of the proposed land uses, including the common open space and/or natural areas.”

Policy 13.1.3 (1)(A) is proposed to reduce the minimum area of the employment from 30 acres to 15 acres to allow for flexibility in providing the employment center while maintaining the design elements included in the policy.

The statement currently included in Table 13-1 that “Institutional uses in town, neighborhood and employment centers are included in square footage totals for those areas” is proposed to be reworded to provide more details for what types of uses are

considered institutional. Because Table 13-1 is proposed for removal, the statement would be moved to Policy 13.1.3 (2)(H).

Policy 13.1.4 (1)(D) is proposed for amendment to not only address bicycle facilities, but also pedestrians and motorists consistent with local complete streets policies and efforts. The Mobility Element addresses Complete Streets in Objective 1.2 and associated policies.

Policy 13.1.4 (2)(C) is proposed for amendment to allow for the potential for access from the Toe to Welaunee Boulevard. Access would have to meet the City's standards and would have to be approved by the City. This allows for flexibility if needed without guaranteeing access.

An amendment is also proposed for a note on Map 11: Welaunee Toe Generalized Plan to acknowledge employment center as allowable in the Mixed Use Planning Areas consistent with Policy 13.1.3 (1)(A).

F. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2016 Meetings	Dates	Time and Locations
X	Local Planning Agency Workshop	April 5, 2017	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Public Open House	April 17, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	May 2, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
	Joint City-County Transmittal Public Hearing	May 23, 2017	6:00 PM, Second Floor, City Hall
	City Adoption Public Hearing	June 28, 2017	6:00 PM, Fifth Floor, Leon County Courthouse
	County Adoption Public Hearing	July 11, 2017	6:00 PM, Fifth Floor, Leon County Courthouse

Public Open House - April 17, 2017: 1 citizen attended the public open house to discuss the 2017 Out-of-Cycle amendments. The citizen provided no comments on the proposed amendments.

Local Planning Agency Public Hearing - May 2, 2017: The Local Planning Agency supported the staff recommendation of approval of the proposed land use amendment and concurrent rezoning based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

Four citizens spoke on this proposed amendment. Three speakers cited concerns about the Welaunee Development in general, including concerns about traffic on Centerville Road, crime resulting from increases in the population, and the prices of the homes that will be constructed in the development. One speaker expressed concerns about public participation and notice requirements for Planned Unit Developments and Comprehensive Plan Amendments. A representative for the developer answered questions and expressed support for the proposed amendment.

G. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

Include reasons for recommendation including:

- Consistency with Comprehensive Plan policies
- Consistency with Land Development Code policies

H. ATTACHMENTS:

Attachment #1: Land Use Element Goal 13 and associated Objectives and Policies showing proposed amendments with strikeouts and underlines.

Attachment #2: City of Tallahassee Land Development Code, Section 10-165. –Planned Unit Development (PUD) Zoning District Requirements and Procedures

Attachment #3: Full text of Objective 1.2 [M] and associated Policies.

Policy 11.5.2: IL1 *(Effective 1/7/10)*

The economic revitalization of the Southern Strategy Area shall focus on business opportunities from the following industries: Aerospace, Defense/Security, Materials and Healthcare.

Policy 11.5.3: IL1 *(Effective 1/7/10)*

Healthcare facilities shall be encouraged to locate in the Southern Strategy Area. Non-financial incentives shall be provided to facilitate the location of such facilities within the Southern Strategy Area and/or within the southern section of Tallahassee-Leon County.

CENTRAL CORE AREA *(Deletion Effective 4/10/09)*

Goal 12: [L] *(Reserved)*

WELAUNEE CRITICAL AREA PLAN

Land Use Goal 13 *(Effective 12/10/02)*

Guide planned development within the Welaunee Critical Planning Area through implementation of a critical area plan which includes a mixture of integrated land uses that are predominantly self-supporting rather than dependent upon public funding, places a greater emphasis on pedestrian mobility and transportation alternatives, provides new employment opportunities near major transportation arteries and protects natural systems in an urbanized setting.

Objective 13.1: Planned Development Through 2020 *(Effective 12/10/02)*

By 2020, the Welaunee Critical Planning Area may develop in the portions which are south of Interstate 10 (“Toe”) and south of Miccosukee Road and north of U.S. 90 (“Heel”) with a development pattern that includes predominantly walkable neighborhoods, mixed-use centers, a major employment center, diversity of housing choices, protection of conservation and preservation areas, and a transportation system which accommodates both vehicular and non-vehicular transportation.

Policy 13.1.1: Plan Overview for Toe and Heel *(Effective 12/10/02; Revision Effective 7/20/05)*

The Toe and Heel shall develop as new mixed-use communities that provide employment opportunities, protect natural resources in an urbanized setting and emphasize pedestrian mobility and transportation alternatives. The intent of this policy is to locate employment and shopping in close proximity to residential land uses, provide activities that serve area residents as well as shoppers and employees from outside the area, offer housing to diverse socio-economic groups, establish recreation, educational, and cultural activities nearby, reduce automobile dependency of residents and employers, place public transportation facilities in population and employment centers, and protect natural systems within the context of a mixed-use built environment. The intent of this policy will be achieved through phased development consistent with these guidelines:

- (1) A buildout population of approximately 5,950 for the Toe and 4,600 for the Heel.
- (2) A buildout employment of approximately 1,240 jobs in the Toe and 3,560 jobs in the Heel.
- (3) Development which reflects the following general allocation of land uses on an acreage basis:
 - (A) Residential uses on 35 percent to 45 percent of the Toe and 30 percent to 40 percent of the

Heel.

- (B) Retail and office uses on 3 percent to 8 percent of the Toe and retail, office and light industrial uses on 15 percent to 25 percent of the Heel.
 - (C) Primary open space and recreation uses (excluding the Miccosukee Canopy Road Greenway) on 15 percent to 25 percent of the Toe and 20 percent to 30 percent of the Heel.
 - (D) Community facilities and institutional, educational, civic and similar uses on 15 percent to 25 percent of the Toe and 10 percent to 20 percent of the Heel.
- (4) The Toe and Heel may develop in phases consistent with necessary infrastructure and services and, for the Heel, consistent with the phasing schedules on ~~Table 13-1 and~~ Table 13-2, which ~~are~~ is based on projections of densities and intensities of use derived from the corresponding acreage. Sub phases or stages of each phase ~~in Tables 13-1 and 13-2~~ may be developed in separate PUDs. The Toe and the Heel may be developed concurrently. ~~Tables 13-1 and~~ 13-2 ~~are~~ is attached as part of this Objective.
 - (5) A comprehensive plan amendment shall be required in order to exceed the projected total number of residential units or the projected total nonresidential square footage for the ~~Toe or~~ Heel, respectively, as set forth in ~~Table 13-1 and~~ Table 13-2. Such an amendment shall be consistent with the requirements of Objective LU 6.2 and its supporting policies.
 - (6) Development will comply with any ordinances in effect at the time of development that address the need for affordable housing. In addition, development shall comply with any other applicable requirements at the time of development.
 - (7) Specific guidelines and requirements for land use categories, transportation, access management, and other specific design standards shall be included in one or more PUD Concept Plans applicable to the Toe or Heel, respectively. Each PUD Concept Plan shall be adopted by the local government with jurisdiction before any development may take place on the parcel or tract included in the PUD Concept Plan, except as otherwise allowed pursuant to Policy LU 6.2.4. Each PUD Concept Plan shall be consistent with development guidelines and general design standards herein.
 - (8) Land Use Goal 13, its supporting objectives, policies and data and analysis, and all activities undertaken leading to and including adoption, is not intended to be considered evidence of a unified plan of development for purposes of section 380.0651(4), F.S.
 - (9) The Toe and Heel will be developed with the infrastructure required to serve permitted development, including but not limited to water, sewer, stormwater management and on-site and off-site transportation mitigation, consistent with this Comprehensive Plan and all applicable regulations.
 - (10) Development within the Toe and Heel shall be aggregated under the City's concurrency regulations, as currently interpreted and applied by the City; unless, at some time in the future, the concurrency regulations are revised so that aggregation is not required for such development.

NOTE: Notwithstanding the above, the Heel may be developed under Policy LU 13.1.9, in which case the guidelines stated above will be adjusted to reflect the requirements of Policy LU 13.1.9.

Policy 13.1.2: Primary Open Space Systems and Greenways (*Effective 12/10/02; Revision Effective 7/20/05*)

The primary open space systems for the Toe and Heel are defined as connected, continuous networks of open space. They constitute fundamental building blocks of these planned communities and are intended to serve multiple purposes in an urbanized setting, including but not limited to protection of conservation and preservation areas. Primary open space systems may include but are not limited to conservation and preservation areas, buffers for environmentally sensitive areas, pathways to facilitate pedestrian and bicycle mobility, aesthetic open space, passive recreation opportunities and community gathering places. Primary open space systems, together with other green spaces set aside to meet the Urban Forest and landscape requirement shall also meet the requirements of the comprehensive plan, Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable. The intent of this policy will be achieved through implementation of the following guidelines:

- (1) Prior to approval of the first PUD Concept Plan on the Toe or the Heel, except as allowed by policy LU 6.2.4, a Natural Features Inventory consistent with the requirements of Chapter 5, Environmental Management, Tallahassee Land Development Code and the Leon County EMA, whichever is applicable, shall be submitted for the entire Toe or the entire Heel respectively.
- (2) Credits for open space, wetland mitigation, slope mitigation, stormwater management or urban forest requirements may be requested outside of individual parcels or tracts under review but elsewhere within the Toe, or Heel, respectively.
- (3) Areas with severe and significant slopes that are not located in the primary open space systems shall be protected in site-specific plans in accordance with the Comprehensive Plan, Chapter 5, Environmental Management, Tallahassee Land Development Code and the Leon County EMA, whichever is applicable.
- (4) Wetlands, watercourses and water bodies, except Dove Pond, shall be protected by a 50-foot natural buffer from the jurisdictional wetland line where adjacent to developable land. If Dove Pond is not included as part of a regional stormwater management system to provide flood protection for downstream off-site properties as provided by Policy LU 13.1.5 and Policy LU 13.1.7, then Dove Pond shall be protected by a 50 foot natural buffer from jurisdictional wetlands where adjacent to developable land.
- (5) The primary open space systems shall be open to the general public and be designed to provide connections with the Miccosukee Canopy Road Greenway at multiple locations, and to integrate internal recreational multi-use paths with the greenway's trails. Connections to future regional greenways shall be considered in the design of the primary open space systems.
- (6) The primary open space systems shall be designed to provide additional buffering as established in PUD Concept Plans for designated canopy road protection zones, in addition to the required 100-foot setback, where feasible.
- (7) The primary open space system in the Heel may include a portion of the existing Miles Johnson Road with the consent of the local government with jurisdiction and construction of new roads adjacent to and on each side of the Miles Johnson Road roadbed and canopy.
- (8) Primary open space may be privately owned, or be dedicated to the public by conveyance to a general- or special-purpose local governmental entity; or be designated as part of the statewide system of greenways and trails pursuant to state law. Privately owned open space/greenways shall, at a minimum, guarantee designated public trail access in perpetuity at the time of development. All required conservation easements will be placed over the conservation and preservation areas in accordance with local government regulations.

- (9) The primary open space systems shall each have a management plan approved by the local government with jurisdiction in order to protect the values for which they were designated. The management plans may be adopted in phases so long as they are consistent with one another. Protection of the primary open space systems, including any preservation or conservation areas located within them, shall be provided by conservation easements and other measures consistent with Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable, except as otherwise provided by Policy LU 13.1.5 and Policy LU 13.1.7. Conservation easements within the City will be required consistent with City Growth Management Department's written policy. Conservation and preservation areas placed in conservation easements may be used toward satisfying the urban forest/ landscaping requirements of Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable.
- (10) Acreage in the primary open space systems shall be counted toward satisfying the open space requirement established in PUD Concept Plans as provided by Policy LU 13.1.7.
- (11) The following guidelines shall apply to uses within the primary open space systems as established in PUD Concept Plans:
 - (A) Passive recreation improvements that are natural resource-oriented, such as hiking, biking and riding trails and passive parks, may be constructed in the primary open space systems. Also allowable are community facilities such as bandshells, amphitheaters, gazebos and other improved gathering places if designed for non-vehicular and pedestrian access only, provided these activities are reviewed and approved as part of the management plan required for the conservation easement, when these activities are located such that impact to the conservation and preservation area is minimized and at the same time the overall purpose of the conservation easement is protected.
 - (B) Wildlife management areas may be included in the primary open space systems with protective measures addressed in the management plans, in accordance with Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable.
 - (C) Public roads and utilities may cross through the primary open space systems if no alternative route can be secured and impacts are minimized. Except for existing roads and specifically located existing road access easements, subject to the requirements of Policy LU 13.1.4 (2)(B) (related to an additional access to Miccosukee Road), the location of the roads shown on Figures 13-3, Toe Generalized Transportation Plan and Figure 13-4, Heel Generalized Transportation Plan, are approximate.
 - (D) Stormwater management facilities may be located in the primary open space systems subject to design criteria in the PUD Concept Plans and consistent with protection of conservation and preservation features pursuant to the Comprehensive Plan and Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable. Dove Pond may be utilized as part of a regional stormwater management system to provide flood protection for downstream off-site property owners in the Tri-Basin Study Area as provided the criteria in Policy LU 13.1.5 (4) and Policy LU 13.1.7 are met. Each other stormwater management facility must be evaluated in terms of impacts and meet the requirements of the Comprehensive Plan and Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable. If stormwater facilities are contained

within the primary open space, then the public or private agency responsible for maintenance shall be allowed to perform necessary maintenance of these facilities consistent with each facility's level of service. Conservation and preservation areas are not to be used as conveyances for increased stormwater rates from development. The Stormwater Facilities Master Plan shall identify areas where drainage easements will be needed for proper maintenance of stormwater conveyances located within conservation and/or preservation areas.

- (E) Access facilities for canoes and other watercraft without internal combustion engines may be located in the primary open space system. Fueling facilities shall not be allowed. If access facilities are located in conservation or preservation areas these activities shall be reviewed and approved as part of the management plan required for the conservation easement, when these activities are located such that impact to the conservation and preservation area is minimized and at the same time the overall purpose of the conservation easement is protected.
- (12) The cemetery in the Toe shall be protected as provided by state law. The churches owning the cemetery should fence the cemetery and prohibit disturbance.

Policy 13.1.3: Land Use (*Effective 12/10/02; Revision Effective 7/20/05*)

The Toe and Heel shall contain an integrated mixture of uses that allows a broad range of residential, commercial, office, employment, recreation and civic, institutional and community uses with varying densities and intensities of use. The intent of this policy is to create a community pattern of multiple neighborhoods that are compact and walkable, with a mixture of uses, diversity of housing types and prices, and interconnected fine-grained street systems. A mix of uses should be encouraged throughout each phase of development and at buildout. Neighborhood densities and development intensities generally should be arranged in a hierarchical continuum radiating from center to edge. Pedestrian accessibility should be given precedence over automobile convenience as established in PUD Concept Plans.

- (1) Land uses in the Toe and Heel shall be assigned on the basis of the following categories as established in PUD Concept Plans:

- (A) EMPLOYMENT CENTER

Employment centers shall be located proximate to major transportation arteries in order to provide jobs for residents as well as regional employment opportunities. Employment centers are intended to contain a mix of uses and not be a single-use environment. They shall be designed with shared parking opportunities for nonresidential uses that have peak parking demands other than during normal office hours. An employment center shall range in size between ~~1530~~ acres and 150 acres. Allowable uses include office, hotels and inns, light industrial, warehousing and distribution, laboratories, research, printing, banks, retail, restaurants and cafes, infrastructure including stormwater management facilities, civic, religious and institutional uses, and educational uses. Residential uses shall not be allowed except when located above the ground floor in mixed-use office buildings.

Development intensities shall range from 8,000 square feet per acre to 15,000 square feet per acre. Ground-floor, pedestrian-friendly uses should be included to provide walk-to shopping opportunities. A minimum five percent on-site open space requirement shall be required for each preliminary plat in an employment center.

- (B) TOWN CENTER

Town centers shall be planned as compact, efficient nodes. Traffic calming measures such as on-street parking, buildings close to the road with parking in back, streetscape, and other such solutions shall be utilized to create a pedestrian-friendly, walkable center. A town center shall range in size between 10 to 30 acres and contain uses that serve surrounding neighborhoods as well as those traveling through the area. Uses shall be mixed horizontally and vertically to the maximum extent feasible. It is the design intent to plan for multiple storefronts and multiple retailers in town centers so all of the available retail space is not aggregated into one or two “big-box” stores. Allowable uses include office, retail, restaurants, bed and breakfasts, hotels and inns, theaters and other entertainment venues, specialty retail, grocery stores, residential, home occupational uses, and civic, religious and institutional uses (including day care services for children and adults).

Development intensities in town centers shall range from 8,000 square feet per acre up to 20,000 square feet per acre. Residential densities shall be allowed up to 16 dwelling units per acre with no minimum density required. Residential uses shall be encouraged above ground-floor retail and other nonresidential uses. Town centers shall be planned on a block system with a gridded road network and on-street parking.

Stormwater management facilities shall be located outside of town centers to promote a compact, pedestrian-oriented development pattern except where alternative sites for stormwater facilities are not reasonably available. Community open space in the form of public squares and greens shall be planned as a focal point for a town center. No minimum on-site open space shall be required on each preliminary plat.

(C) NEIGHBORHOOD CENTER

Neighborhood centers shall allow small retail, specialty retail, office, restaurants, services, residential and other uses (including day care services for children and adults) that support residential uses within a neighborhood. These centers are also intended to function as a neighborhood focal point and are envisioned to have churches, town squares, and other civic, religious, and institutional uses. The neighborhood centers shall range in size from 5 to 8 acres and shall be designed to create a pedestrian-friendly environment. Traffic calming measures, such as on-street parking, buildings up close to the road with parking in back, streetscape, and other such solutions, shall be utilized to create a pedestrian-friendly, walkable center.

Development intensities in the neighborhood center shall range from 4,000 square feet per acre to 12,500 square feet per acre. The maximum residential density in the neighborhood center shall be 16 units per acre. No minimum density shall be required. Residential uses shall be encouraged above ground-floor retail and other nonresidential uses. Community open space in the form of village squares and village greens shall be planned as the focal point of a neighborhood center. No minimum on-site open space shall be required for each preliminary plat.

(E) MULTI-FAMILY RESIDENTIAL

Multi-family residential areas shall include residential units with a maximum density of 16 units per acre and a minimum density of 8 units per acre. Allowable uses include town homes, apartments, condominiums and other multi-family uses, single-family attached and detached residential units, office as a ground-floor use with residential uses above or in a live-work unit, civic, religious and institutional uses, infrastructure including stormwater management facilities, parks and recreation. A minimum 10 percent on-site open space shall be required on each preliminary plat.

(F) RESIDENTIAL HIGH DENSITY

Residential high-density areas should be within easy walking distance of town and neighborhood centers and/or arranged along either side of some of the internal roads. The maximum allowable density shall be 10 units per acre and the minimum density should be 4 units per acre. Allowable uses include residential, civic, religious and institutional uses, parks and recreation, and infrastructure including stormwater facilities. A minimum of 10 percent on-site open space shall be required on each preliminary plat.

(G) RESIDENTIAL MEDIUM DENSITY

Residential medium density areas shall include single-family residential uses up to a maximum density of 4 units per acre with a minimum density of 2 units per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. These areas shall have an interconnected local road system with a range of lot sizes. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

(H) RESIDENTIAL LOW DENSITY

Residential low-density areas shall include single-family residential uses with a maximum density of 2.5 units per acre and a minimum of 1 unit per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

(I) RESIDENTIAL ESTATE

Residential estate areas shall include single-family residential uses up to a density of up to 1 unit per acre. Allowable uses include residential, parks, open space and other recreational uses, civic, religious and institutional uses and infrastructure including stormwater facilities. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

(J) SCHOOLS AND COMMUNITY USES

The school and community uses category is intended for public and private schools, as well as a broad range of community, civic, religious and institutional uses, including but not limited, to libraries, fire stations, police stations, civic educational centers, places of worship and supporting uses, community centers and clubhouses. School support facilities are also allowable, and include but are not limited to, play fields, gymnasiums, and other education-related uses. A minimum of 15 percent on-site open space shall be required on each preliminary plat.

(2) Land uses should develop on the Toe, shown in Figure 13-1, consistent with the following locational criteria as established in PUD Concept Plans:

- (A) One or more town centers should be located at strategic points along Welaunee Boulevard with no more than one each in the eastern and western sections.
- (B) One or more neighborhood centers should be located at strategic points along Welaunee Boulevard with no more than one each in the eastern and western sections.
- (C) Town and neighborhood centers shall be located within a one-quarter mile walking radius from the majority of the denser residential areas.
- (D) Town and neighborhood centers, higher-density residential areas and the primary open space system shall be located proximate to school and community uses when feasible.

- (E) School and community uses shall be located proximate to town or neighborhood centers, higher density residential areas and the primary open space systems when feasible.
 - (F) Residential medium density areas generally shall be located within one-quarter mile walking distance from town and neighborhood centers.
 - (G) Residential low density and residential estate areas shall be located outside the one-quarter mile walking radius from town and neighborhood centers. Residential areas adjacent to the Miccosukee Canopy Road Greenway or along currently designated canopy roads shall be either residential low density or residential estate.
 - (H) Institutional uses (including but not limited to an elementary school, senior citizens' activity center, assisted living facility, adult living facility, rehabilitation center, and adult care/memory unit) may be located in any land use district in the Toe.
- (3) Unless developed pursuant to Policy LU 13.1.9, land uses should develop on the Heel, shown on Figure 13-2, consistent with the following locational criteria as established in PUD Concept Plans:
- (A) Employment centers should be located as follows:
 - (i) An employment center should be proximate to the interchange of Interstate 10 and U.S. 90 and be compatible with nearby residential and mixed-use development. This employment center shall have direct access to an arterial, which will traverse the Heel.
 - (ii) An employment center should be located in the southern section of the Heel with direct access to U.S. 90. To minimize traffic loadings on U.S. 90, this employment center shall be connected to the Heel by internal roadways.
 - (B) No more than one town center may be located in the central section of the Heel proximate to residential areas. Employment centers should be located preferably within a one-quarter mile walking radius of the town center to provide restaurants, services, retail and other uses for employees.
 - (C) No more than two neighborhood centers may be located in the northern section of the Heel within a one-quarter mile walking radius of nearby residential development. No more than one neighborhood center may be located in the central section of the Heel.
 - (D) Town or neighborhood centers shall be located at the center of a one-quarter mile walking radius from the majority of the denser residential areas.
 - (E) School and community uses shall be located proximate to town or neighborhood centers, higher density residential areas and the primary open space system when feasible.
 - (F) Residential areas adjacent to the Miccosukee Canopy Road Greenway or along currently designated canopy roads shall be either single-family residential low density or single-family residential estate.
 - (G) Residential estate areas should be located in the northeastern section of the Heel adjacent to existing estate-type rural residential areas on adjacent lands.

Policy 13.1.4: Transportation (Effective 12/10/02; Revision Effective 7/20/05)

The transportation systems on the Toe and Heel, in addition to the arrangement of land uses, shall be designed to capture internal trips, promote alternatives to single-occupancy vehicle travel and support a mixed-use development pattern. The transportation network for the Toe and Heel shall support and enhance livable community concepts while meeting level of service standards. It is the intent of this policy to create communities and supporting transportation systems that encourage walkability and pedestrian accessibility, provide a road network with connectivity on-site and to surrounding areas, relieve pressure on canopy roads, minimize environmental impacts and encourage transit and other modes of transportation. Except for existing roads and specifically located existing access easements, subject to the requirements of Policy LU 13.1.4 (2)(B) (related to an additional access to Miccosukee Road), the location of the roads shown on Figures 13-3 Toe Generalized Transportation Plan and Figure 13-4 Heel Generalized Transportation Plan are approximate.

- (1) These general transportation guidelines shall apply on the Toe and Heel as established in PUD Concept Plans and shown in Figure 13-3 and Figure 13-4, respectively:
 - (A) A fine-grained network of internal roads shall provide alternative travel routes and ensure that all roadways operate at acceptable levels of service at buildout.
 - (B) All land uses shall provide for alternative modes of transportation, with connections to the transit hub and bus shelters. The nature of and extent of any required accommodations shall vary based upon business size.
 - (C) Recreational and alternative transportation multi-use paths shall be planned internally for bicycle and pedestrian travel and shall be incorporated into the primary open space systems when feasible. The paths shall accommodate bicyclists, pedestrians and other forms of recreational use and connect to the Miccosukee Canopy Road Greenway at multiple locations consistent with the Miccosukee Canopy Road Greenway Management Plan.
 - (D) Multi-modal facilities (for motorists, cyclists, and pedestrians) shall be provided on all collector and arterial roads. ~~On road bicycle lanes shall be provided on all collector and arterial roads.~~
 - (E) Traffic-calming measures shall be utilized on local roads where significant pedestrian activity is expected.
 - (F) All access roads through a designated canopy road protection zone shall minimize disturbance to the canopy and understory in consultation with the City's Urban Forester. Utilities shall be collocated in these access roads when feasible.
 - (G) Transit shall be encouraged through planning and design by focusing density in areas where transit can serve the largest number of potential passengers. Bus shelters shall be provided by the developer at locations designated by Taltran.
 - (H) The road network in the Toe shall:
 - (i) Promote and enhance a livable community pattern, including mixed use and a pedestrian environment;
 - (ii) Protect the adjacent canopy roads by relieving traffic pressure on them;

- (iii) Enhance the scale and pedestrian accessibility of town and neighborhood centers along Welaunee Boulevard, and
 - (iv) Provide for adequate road capacity to serve the development.
- (I) Whenever possible, neighborhoods need to be interconnected and not solely dependent upon Welaunee Boulevard for ingress and egress. The street pattern should be planned to accommodate the highest frequency of street crossings in the town and neighborhood centers with decreasing frequency through residential areas and the least number of crossings in low density or “country” areas.
- (J) No residential driveways shall connect directly to Welaunee Boulevard or the Shamrock South extension on the Heel. Direct access to canopy roads shall not be permitted for any residential or non-residential uses. Roadways within the Toe and the Heel will be designed so road access through designated canopy road protection zones will not be necessary except as otherwise expressly allowed in Policy 13.1.4.
- (2) The following transportation guidelines shall apply in the Toe as established in PUD Concept Plans and shown in Figure 13-3:
- (A) A transit hub for the transfer of passengers between bus routes shall be provided in a town or neighborhood center. The transit hub shall include facilities to accommodate up to four buses on a site not to exceed two acres and which is adjacent to available parking that can accommodate park and ride vehicles.
 - (B) Road access to the Toe from Miccosukee Road shall occur only within the existing road access easements across the Miccosukee Canopy Road Greenway at Arendell Way and Edenfield Road. In addition, road access to the Toe from Miccosukee Road at Dempsey Mayo within the existing road access easement may be approved in a PUD Concept Plan if it is determined by the local government with jurisdiction, based on analysis, that such a connection would have a desirable impact on the Miccosukee Canopy Road. All impacts to the canopy road protection zone from such access roads shall be minimized.
 - (C) Road access to the Toe from Fleischmann Road shall be provided ~~at a maximum of two locations, including Welaunee Boulevard~~ in accordance with City standards and subject to City approval.
 - (D) Road access to the Toe from Centerville Road shall be provided at one location.
 - (E) Welaunee Boulevard shall be designed consistent with a mixed-use development pattern and a pedestrian-friendly environment.
 - (i) It is the intent to promote the Welaunee Boulevard corridor as a “livable” roadway that supports and enhances a pedestrian-friendly environment. The character of this roadway, and the land uses along it, should be protected to ensure that strip development and autodependent land uses do not occur. Welaunee Boulevard should be designed to minimize changes to the natural contours of the landscape and vegetated areas along its length. Welaunee Boulevard should be designed so that the character of the roadway changes along its corridor.
 - (ii) In the “town” sections, Welaunee Boulevard should have a narrower right-of-way with roadway sections to be determined at the time of the PUD Concept Plans which may include on-street parking. Buildings should be placed close to the right-of-way with parking located behind. Pedestrians should have priority in the

town and neighborhood centers. The highest number of road connections from the adjacent street network should occur in the town sections. Higher density residential uses and non-residential uses should be planned in the town sections.

- (iii) In the “country” sections, land uses along the roadway should be lower density residential or open space. In these country sections, the design of the road shall minimize environmental impacts by utilizing split profile sections and wide medians to respond to topography and preserve vegetation. Right-of-way width shall vary consistent with the character of the area it is traversing while meeting level of service demands. Right- -of-way in these areas shall accommodate medians with landscaping and may provide for an “eyebrow” road or, if necessary, accommodate a split-section profile for the purpose of minimizing environmental impacts.
- (F) Welaunee Boulevard shall connect to an interchange with Interstate 10 subject to approval by Federal Highway Administration and Florida Department of Transportation. The interchange of Welaunee Boulevard and Interstate 10 shall be designed consistent with a federally approved Interchange Justification Report. It is the intent to allow for the design of an interchange, which supports a gridded street system and city blocks on the south side of I-10. The gridded street system should serve to divert traffic onto a network of town center streets and should support a pedestrian environment. Until an interchange is approved and constructed, Welaunee Boulevard may pass over Interstate 10.
- (G) Construction of Welaunee Boulevard shall be phased to accommodate transportation impacts from approved development of the Toe. The roadway phases shall be consistent with the Urban Services-Development Agreement between the City of Tallahassee and Powerhouse, Inc. dated April 15, 1990 as may be amended from time to time (referred to as the Urban Services Agreement) and shall be established in PUD Concept Plans in a manner that complies with the adequate public facilities requirements of this comprehensive plan and the land development code.
- (3) The following transportation guidelines shall apply in the Heel as established in PUD Concept Plans and shown in Figure 13-4:
 - (A) Road access to the Heel from U.S. 90 shall occur in compliance with Florida Department of Transportation rules including the Shamrock South extension, which will traverse the Heel.
 - (B) Contingent upon approval by the Tallahassee-Leon County M.P.O., the Shamrock South extension between Miccosukee Road and U.S. 90 will be shown on the 2025 updated long-range transportation plan as a component of the cost-feasible plan, consistent with the Urban Services-Development Agreement between the City of Tallahassee and Powerhouse, Inc. dated April 15, 1990 as may be amended from time to time (referred to as the Urban Service Agreement).
 - (C) Road access to the Heel from Miccosukee Road shall occur only at the existing Miles Johnson Road intersection and the Shamrock South extension, which will traverse the Heel, including the Miccosukee Canopy Road Greenway.
 - (D) Two roads may be constructed adjacent to the Miles Johnson Road roadbed and canopy if the local government with jurisdiction approves of incorporation of the existing Miles Johnson Road into the primary open space system.

- (4) In PUD Concept Plans, the local government with jurisdiction shall require development on the Toe and Heel, respectively, to implement Transportation Demand Management (TDM) strategies, as appropriate, to reduce single-occupancy vehicle trips. Such strategies may include, but are not limited to, alternative work schedules, transportation allowances (car pool and van pool programs), guaranteed ride home programs, telecommuting, transit supportive facilities (bus stops, shelters, etc.), and additional bicycle and pedestrian facilities and equipment.

Policy 13.1.5: Public Facilities (*Effective 12/10/02; Revision Effective 7/20/05*)

Public facilities shall be provided to serve residential and non-residential uses on a phased basis consistent with the level-of-service and availability standards of this comprehensive plan. The intent of this policy is to provide infrastructure needed to serve development that is predominantly self-supporting rather than predominantly dependent upon public funding consistent with the Urban Services Development Agreement between the City of Tallahassee and Powerhouse, Inc. dated April 15, 1990 as may be amended from time to time (referred to as the Urban Services Agreement). The intent of this policy will be achieved through implementation of the following guidelines:

- (1) Potable water, sanitary sewer, electricity and natural gas service shall be provided to development on the Toe and Heel pursuant to the existing Urban Services-Development Agreement.
- (2) All stormwater management facilities shall be designed to meet treatment standards for Outstanding Florida Waters (OFW) (i.e. the first .75 inches of rainfall) or the applicable local standard, whichever is greater. Maintenance responsibility for all stormwater management facilities shall be provided as established in the Stormwater Facilities Master Plan and the Urban Services Agreement. Facilities which are dedicated to the City must be constructed to City standards.
- (3) Dove Pond may be incorporated into a regional stormwater management system and be utilized for the storage of treated stormwater to provide flood protection for downstream off-site property owners provided:
 - (A) It can be shown through the completion of an Environmental Impact Analysis (EIA) incorporated into a Stormwater Facilities Master Plan (SFMP) that, with any increase in flood volume or flood stage, the wetlands and associated conservation and preservation areas are minimally impacted.
 - (B) Such use may be undertaken only with the landowner's express approval.
 - (C) Public agencies shall pay a pro rata share of capital costs based on the off-site stormwater runoff to be stored in Dove Pond during flood events, provided the landowner makes available the necessary land or rights of use at no cost to the public contemporaneous with issuance of a final local development order which establishes and allocates buildout stormwater capacity for the Toe.
 - (D) Local government funding shall not be utilized for the portion of any stormwater management facilities necessary to accommodate on-site development.
 - (E) Criteria in Policy 13.1.7 are also achieved.
- (4) To provide flood protection for downstream off-site property owners in the Tri-Basin Study Area, inter-basin transfers of stormwater may be permitted between sub-basins of the Welaunee Closed Basin and from the Welaunee Closed Basin to the Lafayette Oaks and Pedrick Closed Basins through a public conveyance system. Such transfers may occur only from Dove Pond as provided

by this policy and Policy LU 13.1.7 and shall be deemed consistent with Policy 1.1.5 [SM], Policy 2.2.5 [C] and Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable, when they comply with these criteria:

- (A) Approval by the local government with jurisdiction of a regional stormwater management plan for the Tri-Basin Study Area, based on a detailed assessment indicating minimal negative impacts to water quality, quantity and rate of discharge due to inter-basin transfers to the receiving watershed.
 - (B) Approval of public funding, in an adopted local government budget, for off-site stormwater management facilities required by the regional plan.
- (5) Facilities which discharge to or from an isolated or aggregated closed basin shall provide storage for the post-development increase in runoff volume for the 100-year, 24-hour critical storm.
 - (6) Facilities which discharge to Lake Lafayette shall provide both treatment and attenuation for storms consistent with the requirements of Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable.
 - (7) The landowner shall reserve for future dedication, to the City of Tallahassee, a site for fire protection and emergency services, not to exceed two acres.
 - (8) Unless developed pursuant to Policy LU 13.1.9, a 24-acre site for a 500-pupil elementary school for Leon County Schools shall be reserved for future dedication to the Leon County School Board in the Heel proximate to residential areas, a town or neighborhood center and the primary open space system, with off-site stormwater management provided through a regional system. Impacts to existing public schools shall be addressed during the development review process as required by this comprehensive plan, provided that the fair market value of the school site, any off-site stormwater treatment and storage capacity and any other land or improvement to support a public school shall be a credit, on a dollar-for-dollar basis, against any fee or exaction for public school impacts.
 - (9) Public facilities and improvements necessary to serve development on the Toe and Heel may be financed, planned, established, acquired, constructed, reconstructed, enlarged, extended, equipped, operated or maintained by one or more community development districts subject to the requirements of Chapter 190, Florida Statutes.
 - (10) Prior to approval of the first PUD Concept Plan on the Toe or the Heel, except as allowed by Policy LU 6.2.4, a Stormwater Facilities Master Plan (SFMP) shall be prepared by the applicant and approved by the local government for the entire Toe and the entire Heel. The SFMP shall accommodate stormwater flows from full build out conditions from any upstream offsite property and the entire Toe or the entire Heel, as applicable. The SFMP shall, at a minimum, identify regional impacts to flood extents and stormwater conveyance, establish infrastructure requirements necessary to manage stormwater in compliance with local, state and federal regulations, document the phasing, implementation and easement reservations necessary to serve full build-out and facilitate environmental and stormwater permitting. To accomplish these goals, the SFMP shall provide analysis and design of the primary stormwater system based on detailed hydrologic and hydraulic modeling of existing and post-development conditions. The analysis shall incorporate existing land use, soils and topographic data, the conceptual land use plan, stage and water quality monitoring data and the applicable results and findings of the Natural Features Inventory and Environmental Impact Assessment. The design shall provide general parameters associated with the primary stormwater management facilities, drainage easements and conservation easements necessary to serve the development under full build-out conditions. Flood extents delineated by

the SFMP shall allow identification of the 100-year flood exclusion area. No habitable structures shall be constructed within the postdevelopment (full build-out) 100-year floodplain. The SFMP's scope of work shall be approved by local government prior to development of the SFMP.

NOTE: Notwithstanding the above, the Heel may be developed under Policy LU 13.1.9, in which case the guidelines stated above will be adjusted to reflect the requirements of Policy LU 13.1.9.

Policy LU 13.1.6: General Design Standards (*Effective 12/10/02; Revision Effective 7/20/05*)

PUD Concept Plans shall incorporate design standards that will insure and guide mixed-use, integrated development that is pedestrian-friendly. In addition to the general design standards set forth in other policies, which support Land Use Objective 13.1, PUD Concept Plans shall be consistent with these general design standards:

- (1) Sidewalks shall be provided throughout the Toe and Heel as follows:
 - (A) On both sides of Welaunee Boulevard. Sidewalks shall also be provided on both sides of collector roads and arterial roads in the Toe.
 - (B) On both sides of the Shamrock South extension which will traverse the Heel and on all other arterial and collector roadways in the Heel.
 - (C) On both sides of all streets in employment centers, town centers, and neighborhood centers.
 - (D) On one side in residential low-density and residential estate areas.
 - (E) On one side (fronting residences) of the two roads running parallel to Miles Johnson Road if it is closed to through traffic and incorporated into the primary open space system.
 - (F) Sidewalks shall be provided on both sides of streets in residential medium-density and residential high-density areas.
- (2) On-street parking shall be accommodated where feasible in neighborhood and town centers and shall be credited toward parking requirements as specified in PUD Concept Plans.
- (3) In town and neighborhood centers, parking shall be provided in the rear of buildings to the maximum extent feasible. Buildings shall be oriented to the street and designed with minimal setbacks from the road to promote a pedestrian-friendly environment. Criteria for a variance from build-to and setback lines may be established in PUD Concept Plans.
- (4) PUD Concept Plans shall include integrated parking management strategies designed to achieve more efficient utilization of parking resources, mitigate peak travel demand and optimize the return on investments in public right-of-way. Integrated parking management strategies may include shared parking plans, short-term parking plans, parking areas “unbundled” from specific buildings, parking spillover prevention measures and time-limit strategies for on-street parking. Reductions from generally applicable parking space standards shall be granted in PUD Concept Plans when justified on the basis of integrated parking management strategies, the mixed-use character of various portions of the development or other professionally accepted methodology.
- (5) Town centers shall be designed as a marketplace for a variety of retailers to ensure that not all retail space is aggregated into one or two single “big-box” retail buildings.

- (6) Building heights in town centers and neighborhood centers shall not exceed 65 feet from grade. Building heights in other land use categories shall be established in PUD Concept Plans at heights compatible with development in mixed-use centers and other land uses.
- (7) Property signage in non-residential areas shall be provided in a coordinated manner that is compatible with the architectural vernacular and scale of development. It shall be consistent with a master signage plan established in PUD Concept Plans.
- (8) Landscaping in common areas, residential areas, along roadways and in town, neighborhood and employment centers shall utilize only drought-resistant native plant species in an approved plant list established in PUD Concept Plans.
- (9) Landscaping in town centers, neighborhood centers, employment centers and residential areas located within a one-quarter mile walking distance of those centers shall include street trees identified in an approved plant list established in PUD Concept Plans.
- (10) Stormwater management facilities shall be designed consistent with the “Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas” as described in Chapter 6 of the FDEP Florida Development Manual, Appendix F of the Concurrency Manual and subject to local government approvals. During construction, sediment and erosion control shall be required as specified in Chapter 8 of the “Erosion and Sediment Control Handbook” (Goldman, Jackson, Bursztynsky).
- (11) Constructed stormwater management facilities may be utilized to satisfy the open space requirements established in the PUD Concept Plans if the following general design standards are met:
 - (A) Stormwater management facilities shall be designed and constructed using predominantly non-angular, freeform, curvilinear contouring that visually integrates the facility into the overall landscape design.
 - (B) Retaining walls may be incorporated to maximize storage volume and to minimize excessive grade changes or tree removal, but may not exceed 50 percent of the limits of the facilities perimeter and may not exceed six feet in height. Terraced side slopes utilizing multiple retaining walls may be used when augmented with landscaping between retaining walls.
 - (C) Stabilized side slopes exceeding 4:1 slopes shall be planted with either artificial, erosion-resistant materials or with appropriate vegetative cover.
 - (D) Perimeter landscaping is a part of the design of the stormwater facility for dry retention/detention facilities as well as wet detention/treatment facilities.
- (12) Integrated mixtures of land uses shall be located and designed to be consistent with comprehensive crime prevention strategies of natural surveillance, territorial reinforcement and natural access control.

Policy 13.1.7: Allowances (*Effective 12/10/02; Revision Effective 7/20/05*)

Development shall be designed on the Toe and the Heel to be consistent with the thresholds for impacts established in the Comprehensive Plan and Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable. Notwithstanding any other provisions of this Comprehensive Plan, development of the Toe and Heel may be subject to the following provisions as established in PUD Concept Plans:

- (1) To reduce downstream flooding of off-site property owners in the Tri-Basin Study Area, Dove Pond may be utilized for the storage of treated stormwater as provided by this policy and Policy LU 13.1.5. If after the completion of the Environmental Impact Analysis (EIA) and Stormwater Facilities Master Plan (SFMP) it can be shown that impact to the wetlands and associated conservation and preservation areas have been minimized and that the impact to conservation and preservation areas is determined to be greater than 5 percent as allowed in Comprehensive Plan Policy 1.3.11[C], the Public Linear Infrastructure Variance process may be utilized to authorize the public regional stormwater management facility subject to the following:
 - (A) Local government approval of a regional stormwater plan for the Tri-Basin Study Area, based on a detailed assessment indicating minimal negative impacts to wetlands, water quality, quantity and rate of discharge both on-site and off-site due to inter-basin transfers to the receiving watershed.
 - (B) Approval of public funding, in an adopted local government budget, for off-site stormwater management facilities required by the regional plan.
 - (C) Impacts shall be permitted only when demonstrated to be the minimal impacts reasonably necessary to implement the regional plan.
- (2) If Dove Pond is not utilized as a public regional stormwater management facility, then use of Dove Pond as a stormwater management facility must be evaluated in terms of impacts and meet the requirements of the Comprehensive Plan and Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, whichever is applicable.
- (3) To promote creation of the primary open space systems and their integration into the planned mixed-use communities with appropriate credit, the PUD Concept Plans shall establish an open space requirement which includes credit for the primary open space system, protected preservation and conservation areas, areas of constructed landscape and the minimum on-site landscaping required for individual sites set forth in Policy LU 13.1.2. Specific landscape standards and requirements shall be established in PUD Concept Plans. Such standards and requirements shall be designed to meet or exceed, on a cumulative basis, the Landscape and Urban Forest requirements in Chapter 5, Environmental Management, Tallahassee Land Development Code or the Leon County EMA, which ever is applicable. These landscape standards shall include, but not be limited to, standards for provision of street trees in town centers and along public roadways, canopy trees and landscaped islands within parking lots, and special consideration of patriarch tree preservation. These standards will be developed to reflect the intent that town and neighborhood centers will be developed in an urban character with minimized setbacks and an emphasis on dense, mixed-use development. Various land uses in the Toe and the Heel shall satisfy the Urban Forest/Landscaping requirements based on thresholds established in the PUD Concept Plans. Such requirements shall be designed to meet or exceed, on a cumulative basis, the landscaping and urban forest requirements in Chapter 5, Environmental Management, Tallahassee and Development Code or the Leon County EMA, whichever is applicable.

Policy 13.1.8: Agricultural and Silvicultural Activities *(Effective 12/10/02; Revision Effective 7/20/05)*

It is the intent of this Policy to ensure that land identified for urban development within the time frame of the Comprehensive Plan is available for development and will not be encroached upon by incompatible land uses. It is also the intent to insure the long-term viability of open space areas and conservation and preservation areas through the proper management of these areas. Open space, conservation and preservation areas are valuable amenities to developing areas. It is intended that agriculture and

silviculture uses will continue in the Toe and the Heel up to the point that individual tracts are converted to urban land uses. It is expected that agriculture and silviculture uses will be compatible with the long-term viability of planned open space, conservation, and preservation areas through proper management. It is also expected that the amenity value of those natural resources for urban development will be far greater than their agriculture or silviculture values.

- (1) Agriculture and silviculture will be recognized as an allowable interim use in all land use categories within the Toe and Heel.
- (2) As soon as local government site plan or subdivision approval is granted for any portion of property within the Toe and Heel, agriculture and silviculture activities shall cease to be allowable activities on the land for which local government approval has been granted and shall be phased out as set forth in the development order approving the site plan or sub-division plat. This elimination of agriculture and silviculture uses is intended to apply to parcels of land identified within the site plan or subdivision and to all land included in these parcels, such as land proposed to serve as buffer or open space.
- (3) Prior to subdivision or site plan approval, agriculture and silviculture uses shall be allowed to continue within the Toe and Heel in accordance with the "2000 Silviculture Best Management Practices" as may be amended from time to time, Florida Department of Agriculture and Consumer Services, and existing local government ordinances.
- (4) Timber harvesting activities shall not be conducted until such time as the landowner has obtained a timber-harvesting permit in accordance with the environmental and stormwater management ordinances of the appropriate local government.

Policy LU 13.1.9 Alternative Heel Program (*Effective 7/20/05*)

Notwithstanding any other provision of this comprehensive plan, at the election of the landowner or an authorized developer as much as 800 acres in the Heel as depicted on Figure 13-5 may be developed as a separate project, without regard to other development in the Welaunee Critical Planning Area, with a land use designation of "Residential Estate" and a zoning designation of "Residential Acre." Such development shall be reviewed by the City as a residential subdivision and shall be required to meet all normal and customary requirements for such a development under the City's land development regulations, including but not limited to the EMO. Any portion of the Heel developed under this alternative program shall be exempt from the Critical Area Plan except for the following provisions:

- (1) LU 13.1.1(6)
- (2) LU 13.1.1(8)
- (3) LU 13.1.1(9)
- (4) LU 13.1.2(1)
- (5) LU 13.1.3(1)(H)
- (6) LU 13.1.4 (1) (F)
- (7) LU 13.1.4(1)(J)
- (8) LU 13.1.4(3)(A)
- (9) LU 13.1.4(3)(B)
- (10) LU 13.1.4(3)(C)
- (11) LU 13.1.4(3)(D)
- (12) LU 13.1.5(1)
- (13) LU 13.1.5(6)
- (14) LU 13.1.5(10) as modified
- (15) LU 13.1.6(8)
- (16) LU 13.1.6(10)

- (17) LU 13.1.6(11)
- (18) LU 13.1.8

Any portion of the Heel depicted in Figure 13-5 not developed under this alternative program shall be subject to the Critical Area Plan as it otherwise would apply. Uses and maximum densities and intensities of use for such portion shall be allocated pro rata based on the uses and maximum densities and intensities of use on Table 5-2 of the data and analysis report for the “Welaunee Critical Area Plan – Toe and Heel” (Jan. 17, 2002).

Objective 13.2: Development of Remainder of Welaunee Critical Planning Area

(Effective 12/10/02)

Planning studies for the Toe and Heel, which provided the basis for Land Use Objective 13.1 and its supporting policies, were based on a systems approach that considered linkages and functions of natural and man-made systems extending into the remaining portions of the Welaunee Critical Planning Area (other than the Toe and Heel) and beyond. In addition, the existing Urban Services-Development Agreement addresses certain planning and public facility issues for these remaining portions of the Welaunee Critical Planning Area. Prior to development of these remaining areas, the studies required by Land Use Policy 6.2.2 shall be performed and an amendment to this comprehensive plan shall be adopted.

Table 13-1 Welaunee (Toe) Phasing Schedule by Land Use [Deleted]

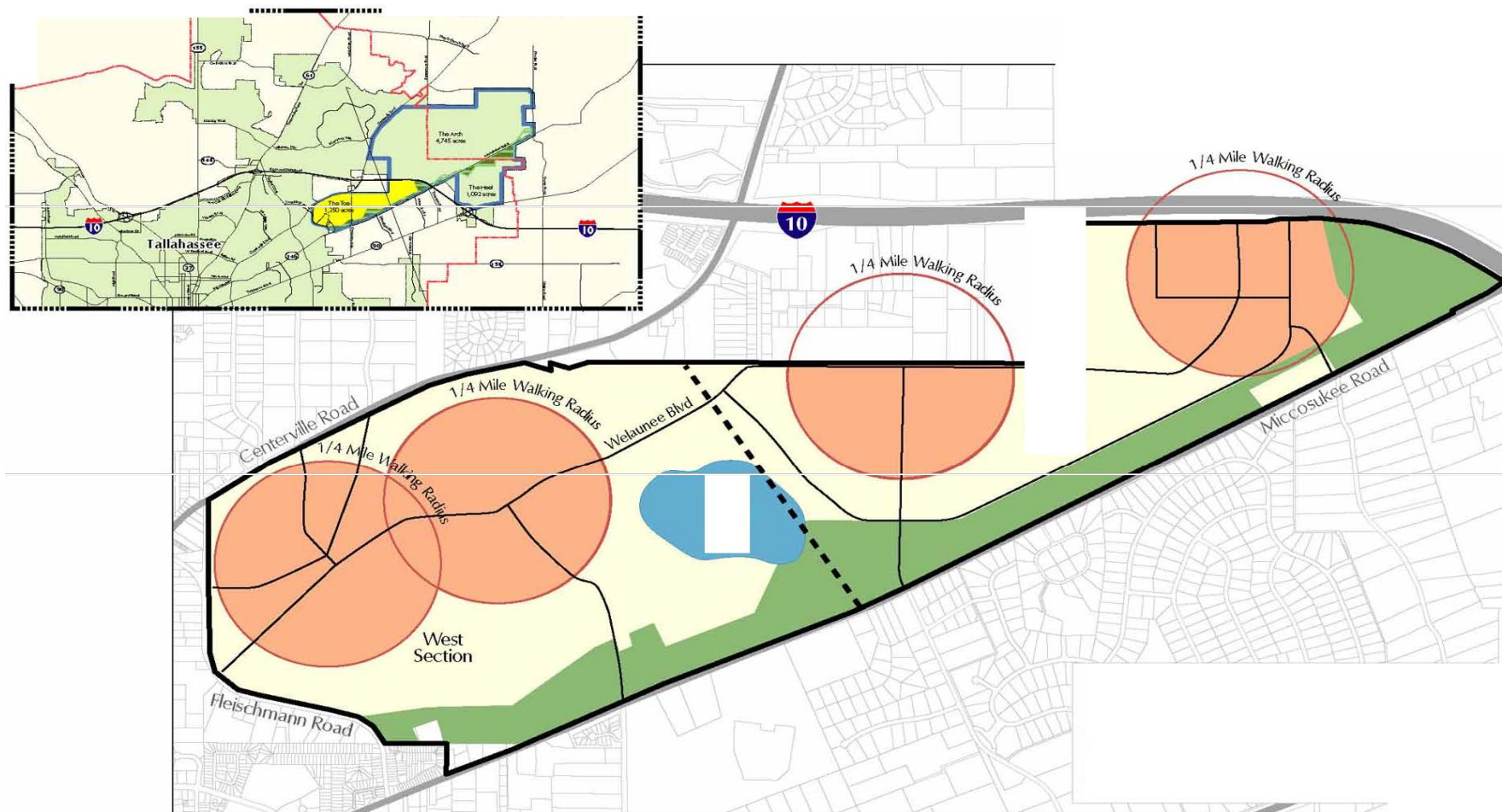
The density and intensity of development projected on Welaunee (Toe) is shown below:

Land Use	Phase I (2002-2010)		Phase II (2011-2020)		Buildout	
	Acres ¹	DU's/GSF	Acres ¹	DU's/GSF	Acres ¹	DU's/GSF
Residential ²	233	1,258 DU's	261	1,454 DU's	494	2,712 DU's
Town and Neighborhood Centers ³	18	162,927 GSF	30	272,441 GSF	48	435,368 GSF
Educational/ Institutional ⁴	100	100	-	-	100	-
Primary Open Space and Recreation	142	142	101	-	243	-
Miccosukee Road Greenway ⁵	228	228	-	-	228	-
Other ⁶	69	-	68	-	137	-
Totals	790	1,258 DU's	460	1,454 DU's	1,250	2,712 DU's
-	-	162,927 GSF	-	272,441 GSF	-	435,368 GSF

Notes:

- 1) Acreage totals are based on conceptual planning and are only approximate. Acreage totals may change based on final development review.
- 2) Residential land use includes above-street units in town and neighborhood centers. No acreage has been allocated to these units because they will be located above nonresidential uses.
- 3) Retail uses shall comprise between 1550% and 65% of total Phase 1 development in employment, town and neighborhood centers with office uses to comprise between 35% and 8550%. At buildout, the mix of uses in town and neighborhood centers shall be approximately 55% retail and 45% office.
- 4) Total includes up to 100 acres for 820 pupil Holy Comforter School. Designated acreage not utilized for school or community facilities educational or institutional uses purposes may be used for residential. Institutional uses in town, neighborhood and employment centers are included in square-footage totals for those areas. In addition, institutional uses may be located in residential, employment centers, town centers, or neighborhood centers.
- 5) Although under State ownership, the Miccosukee Canopy Road Greenway shall be considered within the Welaunee Critical Planning Area for planning purposes.
- 6) Total includes stormwater management facilities, road rights-of-way and other community infrastructure.

Figure 13-1 Welaunee Toe Generalized Site Plan



Notes:

- 1) A road connection to Centerville Road is authorized at either of the points identified, but not both, to be determined in the PUD Concept Plan.
- 2) Except for existing roads and road easements, the location of all primary road corridors is approximate and subject to final delineation in PUD Concept Plans.
- 3) Mixed Use Planning Areas may include town center, neighborhood center, employment center, residential, and school and community use categories.

Sec. 10-165. Planned Unit Development (PUD) Zoning District Requirements and Procedures.

(a) *Purpose and Intent of District.* The Planned Unit Development (PUD) zoning district is intended to provide a method by which proposals for a unique zoning district which are not provided for or allowed in the zoning districts otherwise established by this chapter may be evaluated. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining in the City Commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare. In so doing, the PUD district is intended to:

- (1) Promote more efficient and economic uses of land.
- (2) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.
- (3) Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.
- (4) Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.
- (5) Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under a conventional zoning district.
- (6) Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.
- (7) Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.

(b) *Eligibility.* The PUD district is designed to allow an applicant to submit a proposal for consideration, for any uses or any mixture of uses that are consistent with the Comprehensive Plan, and to allow the City Commission to approve any proposal which it determines to be in the best interest of the public health, safety, and welfare, along with any conditions or requirements or limitations thereon which the City Commission deems advisable. The approval of PUD rezoning requests rests with the City Commission. However, no rezoning to a PUD zoning district shall be eligible for approval unless the following minimum conditions are met:

- (1) *Minimum Area for a PUD Zoning District.* The minimum area required for an application to a planned unit development district is three acres with the following exception: properties subject to development which are required by schedule 10.3 development standards and/or comprehensive plan to be filed as a planned unit development or site plan review required. In such cases, there is no minimum size requirement.
- (2) *Configuration of the PUD Zoning District.* The tract or tracts of land for which the PUD zoning district is made shall be adjoining with sufficient width and depth to accommodate the proposed use. A tract of land within the planned development future land use category that is divided by the dedication of right-of-way from a landowner to, or created through the amicable resolution of a condemnation proceeding by a

governmental entity, shall be considered adjoining for purposes of creating a planned unit development zoning district.

- (3) *Unified Control/Ownership.* All land included for the purpose of development within a PUD district shall be owned by or be under the complete control of the applicant for such zoning designation, whether the applicant be an individual, partnership, corporation, other entity, group, or agency. The applicant shall provide the City all of the necessary documents and information that may be required by the City Attorney to assure the City that the development project may be lawfully completed according to the plans sought to be approved. No application shall be considered until the requirements of this section have been fully complied with.

(c) *Review Process.* An application for a PUD zoning district shall consist of a PUD Concept Plan and a PUD Final Development Plan. A PUD zoning district is established when a PUD Concept Plan is approved by the City Commission.

- (1) *Planned Unit Development Concept Plan.* A PUD Concept Plan is a generalized plan which shows the proposed use and maximum density or intensity of all lands within a PUD zoning district in accordance with the information set forth in subsection (d) of this section. Once a PUD Concept Plan is approved by the City, the subject properties will be designated PUD on the Official Zoning Map of the City.

- a. *Pre-Application Conference.* An application for a pre-application conference shall be submitted to the City in accordance with established policies and procedures.
- b. *PUD Concept Plan Application.* A PUD Concept Plan application shall be submitted in accordance with the submittal requirements set forth in subsection (d) of this section.
- c. *Public Notification.* Public notice of the Development Review Committee shall be given at least five (5) calendar days in advance of the Development Review Committee meeting by publication in a newspaper of regular and general circulation in the city and the county. In addition, written notice shall be mailed at least five (5) calendar days in advance of the Development Review Committee meeting to the current address (based on records of the county property appraiser's office) of each property owner within 500 feet of the project and to registered neighborhood associations. Due notice shall be given of the Planning Commission and City Commission public hearings at least fifteen (15) calendar days in advance of the hearing by publication in a newspaper of regular and general circulation in the city and the county. In cases in which formal proceedings are conducted under chapter 2, article III, division 2, subdivision II, of this Code, the notice for the public hearing held by the Planning Commission shall apply only to the public hearing on the recommended order from the administrative law judge.
- d. *DRC Review.* The Development Review Committee shall review a PUD Concept Plan application at a regularly scheduled meeting to determine if the application complies with the Comprehensive Plan and other applicable land development regulations adopted by the City. The Development Review Committee shall prepare an itemized list of written findings of fact which supports a recommendation of approval, approval with conditions,

or denial of a PUD Concept Plan. The written findings of the Development Review Committee shall be forwarded to the Planning Commission. Meetings of the Development Review Committee shall be conducted in accordance with established policies and procedures.

- e. *Planning Commission Review.* The Planning Commission shall review the PUD Concept Plan, the written findings of fact of the Development Review Committee, and conduct a public hearing in order to formulate a recommendation to the City Commission on approving, approving with conditions, or denying a PUD Concept Plan. The recommendation of the Planning Commission shall be supported by written findings of fact. Meetings of the Planning Commission shall be conducted in accordance with established policies and procedures. Formal proceedings before the planning commission may be requested in accordance with chapter 2, article III, division 2, subdivision II, of this Code.
- f. *City Commission Review.* The City Commission shall review the PUD Concept Plan, the recommendation and written findings of the Development Review Committee and the Planning Commission, and conduct a public hearing. The City Commission will then approve, approve with conditions, or deny the PUD Concept Plan. The decisions of the City Commission shall be final and shall be supported by written findings. Meetings of the City Commission shall be conducted in accordance with established policies and procedures.
- g. *Revisions to PUD Concept Plan.* The applicant shall have 90 days from the date of the city commission meeting when final action is taken to submit a revised PUD concept plan to include any conditions of approval for the planned unit development concept plan imposed by the city commission. Any such changes shall be reviewed for acceptance by the PUD members or their designees within ten days of receipt and shall bear the signature of the development review committee members or their designees before the PUD concept plan can be accepted as the approved PUD concept plan. Upon written request from the applicant, one 90-day extension may be granted to the applicant by the planning department director for submittal of the revised planned unit development concept plan. Failure by the applicant to submit a revised site plan within the time frames specified in this section shall deem the site plan null and void.
- h. *Amendments to PUD Concept Plan.* Any amendments to the PUD concept plan shall be reviewed as a new PUD concept plan. Notwithstanding this provision, the Growth Management Department may approve amendments to the PUD Concept Plan during the review of a PUD Final Development Plan if the Growth Management Department determines that said amendments are substantially minor in nature and do not effect the overall character of the PUD Concept Plan. The criteria that the Growth Management Department shall use to determine if the proposed changes effect the overall character of the PUD include, but are not limited to an increase in the overall number of residential dwelling units or non-residential building square feet; a substantial decrease in the amount of acres devoted to common open space and/or natural area; and a substantial

change in the general location of the proposed land uses, including the common open space and/or natural areas.

- (2) *PUD Final Development Plan.* A PUD Final Development Plan is a detailed development plan which is prepared to scale showing accurately and with complete dimensioning the boundaries of a site and the location of all buildings, structures, land uses, and principal site development features proposed. The submittal requirements, review process, and minimum standards that apply to a PUD Final Development Plan are set forth in the site plan review procedures of chapter 9, article III of this Code. At the option of the applicant, a PUD Concept Plan may be reviewed simultaneously with a PUD Final Development Plan. The submittal requirements of such a review shall be determined at the pre-application conference.
- (3) *Consolidated PUD Concept/Final Plan.* A unified PUD concept/final plan consists of an application which includes all submittal requirements for a PUD concept plan and PUD final development plan outlined in subsection (d) of this section and chapter 9, article II, of this Code, submitted for review as a single entity. The unified PUD concept/final development plan is subject to the review process outlined in this subsection (c).

(d) *Submittal Requirements.*

(1) *PUD Concept Plan.* A PUD Concept Plan shall consist of the graphic or textual information itemized in subsections (d)(1)a. through c. of this section. Adjustments to this information can be made at the pre-application conference.

- a. A general plan for the use of all lands within the proposed PUD. Such plans shall indicate the general location of residential areas (including density and unit types), open space, parks, passive or scenic areas, and commercial areas (including building square footage and height).
- b. A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and access points to the external and internal thoroughfare network.
- c. Quantitative summary of land uses (maximum acres, maximum non-residential building square feet, maximum number of residential dwelling units). A report shall be submitted to the City that includes a statement indicating how the proposed development complies with the Comprehensive Plan and a general description of the proposed development including:
 1. The total acreage of the project.
 2. The number of acres proposed to be developed in the various categories of land shown on the Concept Plan; the percentage of total acreage represented by each category of use and each component of development; and an itemized

list of uses proposed for each of the components which shall be the range of uses permitted for that section of the PUD.

3. The number and type of dwelling units proposed for the overall site and for its components, including dwelling unit per acre calculations and population projections for each or for nonresidential projects, gross square footage devoted for each land use.
4. The establishment of minimum development standards which shall govern the site and development such as lot shape and size, internal streets and pedestrian ways, open space provisions, off-street parking, buffers and landscape areas.
5. A binding commitment to develop the property in accordance with the approved Concept Plan and conditions of approval. The commitment shall bind all subsequent owners.
6. A site conditions map which includes:
 - i. Legal description and boundary survey signed and sealed by a registered Florida land surveyor.
 - ii. Name of the PUD; owner; subdivider/lessee/optionee (if applicable), and address and phone number of each; surveyor and engineer of record; and date of drawing.
 - iii. Scale, date, north arrow, and general location map showing relationship of the site to external uses, structures, and features.
 - iv. Boundaries of the subject property, all existing streets, buildings, water courses, easements, section lines, and other important physical features.
 - v. Existing topography (latest U.S. Department of the Interior Geological Survey).
 - vi. The location and size of all existing drainage facilities and a utility concept plan.
 - vii. Information about the existing vegetative cover and general soil types, and their appropriateness for the proposed project.
 - viii. The location and function of all other existing public facilities which would serve the residents of the site including but not limited to schools, parks, and fire stations. The requirements to provide this information may be waived for small projects. If required, notation of this information on a scaled map is acceptable.
7. An environmental analysis approved by the City Growth Management Department, in accordance with the applicable provisions chapter 5 of this Code.
8. A Preliminary Certificate of Concurrency issued by the City of Growth Management Department.

(2) *PUD Final Development Plan.* For information on the submittal requirements for PUD Final Development Plans, refer to chapter 9, article III of this Code.

(e) *Review Criteria.* In evaluating a proposed PUD district, the City shall consider the criteria established in this subsection. The consideration of each criteria by the City shall be documented by written findings.

(1) *Consistency with the Comprehensive Plan.* The proposed PUD district shall be consistent with the Comprehensive Plan.

(2) *Consistency with Other Ordinances.* The proposed PUD district shall be consistent with all other ordinances adopted by the City, including but not limited to the applicable environmental and concurrency management ordinances.

(3) *Consistency with Purpose and Intent of PUD District.* An application for a PUD district shall indicate how the proposed PUD district meets the purpose and intent of the PUD district, as set forth in subsection (a) of this section. The narrative shall address the statements itemized in subsection (a)(1) through (7) of this section.

(f) *Status of Previously Approved PUD's.* Any PUD project approved prior to November 1, 1997 shall continue to be governed by the approved PUD plan and any agreements, terms, and conditions to which the approval may be subject and shall be designated PUD on the Official Zoning Map if it is located in its entirety or in part within a Mixed Use A, B, or C Future Land Use category. Whenever any application is made to substantially modify an approved PUD, or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the PUD district set forth in this chapter. Notwithstanding this provision, the Growth Management Department may approve amendments to the PUD Concept Plan in accordance with subsection (c)(1)g. of this section.

(g) Creating standards in a planned unit development that vary from certain standards in chapter 7, 9, and 10 of the Land Development Code.

(1) *Sign Code.* The city commission may approve different standards from the requirements of Chapter 7, Sign Code, Article III, Requirements and Prohibitions provided that the proposed sign standards adopted in the PUD are not less restrictive than would be required pursuant to the existing code.

(2) *Street Design.* The city commission may approve different standards from the requirements of Subsection 9- 9-112(b) street design standards, provided that the applicant can demonstrate to the satisfaction of the City Commission that the proposed standards will not adversely impact vehicular circulation within the planned unit development or to adjacent properties and that roadways remain safe and efficient.

(3) *Development Standards.* If the applicant demonstrates to the satisfaction of the City Commission that the imposition of the proposed development standards will not adversely affect the compatibility of the PUD with surrounding land uses and nearby

neighborhoods, the city commission may approve different standards from the normal requirements of the following sections in Chapter 10, Zoning.

- a. Article IV, Zoning Districts and Development Standards, for setback standards, height standards, lot coverage standards, building size standards, accessory use standards;
- b. Article VI, Off-Street Parking, Loading and Vehicular Interconnection Requirements;
- c. Section 10-177, buffer standards;
- d. Section 10-411, accessory uses;
- e. Section 10-412, accessory structures; and
- f. Section 10-427, lighting standards.

(4) *Site Circulation.* The City Commission may approve different standards from the normal requirements of Chapter 10, Zoning, for the purpose of improving site circulation, including but not limited to, the widths of drive aisles, turn-around requirements, and onsite sidewalk requirements, provided the applicant can demonstrate to the satisfaction of the city commission that the proposed standards will not adversely impact pedestrian and vehicular circulation within the planned unit development or to adjacent properties and that roadways remain safe and efficient.



**2017 Out-of-Cycle Comprehensive Plan
Amendments
PCT201701
Welaunee Critical Area Plan**

Attachment #3

Objective 1.2: [M] (EFF. 12/15/11) **COMPLETE STREETS** The transportation system shall be designed and operated to provide safe, convenient and context-sensitive access for pedestrians, bicyclists, motorists, and public transportation users of all ages and abilities.

Policy 1.2.1: [M] (EFF. 12/15/11) Recognizing that urban, suburban, and rural areas have different needs, develop and maintain context sensitive design standards for transportation facilities to protect and enhance community character and enhance the safety and desirability of walking, cycling, and transit.

Policy 1.2.2: [M] (EFF. 12/15/11) Safe and convenient facilities for pedestrians, cyclists and transit users shall be evaluated for all new road and road widening projects. Specifically, all road projects, including resurfacing projects, shall be evaluated for the addition of bicycle lanes or paved shoulders, and transit shelters where they did not previously exist.

Policy 1.2.3: [M] (EFF. 12/15/11) Establish and maintain a safe and effective system of bicycle lanes, sidewalks, and shared-use paths in conjunction with existing and planned roadways and the Greenways Master Plan. Where design criteria allow and safe operation will occur, separate bicycle and pedestrian traffic from vehicular traffic. Provide adequate and secure bicycle parking facilities at major destinations.

Policy 1.2.4: [M] (EFF. 12/15/11) In coordination with the Capital Region Transportation Planning Agency, maintain a bicycle and pedestrian master plan and pursue implementation funding.

Policy 1.2.5: [M] (EFF. 12/15/11) Designate preferred entrance corridors into and connecting Tallahassee and Leon County, and adopt and maintain land development regulations to convert them into shaded pedestrian ways over time.

Policy 1.2.6: [M] (EFF. 12/15/11) Require a scenic roadway assessment, environmental assessment, and landscape component in the planning and construction of new roads, and in the improvement of existing roads.

Policy 1.2.7: [M] (EFF. 12/15/11) Require that all new or rebuilt multi-lane (four or six-lane) arterial and major collector streets be constructed with grassed and/or landscaped medians where sufficient right-of-way can be obtained, unless limited by environmental constraints.

Policy 1.2.8: [M] (EFF. 12/15/11) Provide a safe, accessible environment and support active living for students by: developing and maintaining programs to increase biking and walking to schools; prioritizing sidewalk and bicycle infrastructure within a two mile radius of primary schools; and continuing to identify, fund and build Safe Routes to Schools projects.

Policy 1.2.9: [M] (EFF. 12/15/11) Special consideration shall be given to areas with concentrations of students, seniors, low-income families or others that are more dependent on modes other than the automobile to provide a safe, accessible environment.

Policy 1.2.10: [M] (EFF. 12/15/11) Educate the population on the health benefits of non-motorized modes of transportation. Increase safety to those who choose to walk or ride a bicycle by educating the public on existing laws related to motor vehicle, bicycle and pedestrian operation and interaction.

Policy 1.2.11: [M] (EFF. 12/15/11) Enforce vehicle, bicycle and pedestrian regulations concerning obedience of traffic control signals and devices, use of pedestrian crosswalks, walking along the roadway, etc. Provide proper pavement markings and signage to enhance recognition of bicycle lanes and pedestrian crossings.

Policy 1.2.12: [M] (EFF. 12/15/11) Adopt and maintain a City and County sign ordinance to control sign and billboard placement and limit lighted and motion activated sign usage.

Policy 1.2.13: [M] (EFF. 12/15/11) Wherever feasible, bury utility lines. Priority should be given to areas where underground utilities can be incorporated into roadway construction and reconstruction projects.

Policy 1.2.14: [M] (EFF. 12/15/11) Coordinate the transportation systems in Tallahassee and Leon County with one another and with the programs of the Capital Region Transportation Planning Agency and the Florida Department of Transportation to implement land use, transportation, and parking policies that promote transportation choice and to overcome identified deficiencies in the multimodal transportation network.



**2017 Out of Cycle
Comprehensive Plan Amendment
PCT201702
Community Services Definition**

SUMMARY		
Applicant:	Proposed Change	TLCDP Recommendation:
City of Tallahassee	Revise the definition of Community Services as included in the Glossary	Approve
TLCDP Staff:	Comprehensive Plan Element	LPA Recommendation:
Artie White	Glossary	Approve
Contact Information:	Policy Number(s)	
Artie.White@Talgov.com (850) 891-6432	Glossary	
Date: March 27, 2017	Updated: May 3, 2017	

A. SUMMARY:

The current definition of “community services” in the glossary of the comprehensive plan includes only libraries, religious facilities, and police/fire stations. This definition does not include other community services that are included in the definitions of “community services” in the City of Tallahassee Land Development Code and the Leon County Land Development Code. The proposed amendment expands the applicable facilities, consistent with both the City of Tallahassee and the Leon County Land Development Codes.

B. RECOMMENDATION:

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

C. FINDINGS:

Staff presents the following findings of fact:

1. The proposed amendment is consistent with the City of Tallahassee Land Development Code, Sec. 1-2. –Definitions and rules of construction.
2. The proposed amendment is consistent with the Leon County Land Development Code, Section 10-1.101. –Definitions.

3. The proposed amendment is consistent with the use of the term “Community Facilities” in Policy 2.2.22 [L].
4. The proposed amendment is consistent with the intent of school siting with regards to Comprehensive Plan consistency as included in Policy 5.1.2 [L].

D. PROPOSED POLICY CHANGE:

COMMUNITY SERVICES: A facility owned or operated by a public or private entity or agency that provides a service or significant public benefit directly to the general public, such as libraries, religious facilities, police/fire stations, hospitals, museums, and schools.

E. STAFF ANALYSIS

History and Background

The current definition of “Community Services” in the glossary of the comprehensive plan is “COMMUNITY SERVICES: Libraries, religious facilities, police/fire stations.” This term is used in different policies in the Comprehensive Plan. The contexts in which the term is used suggest that it should include more community services than are included in the definition.

The term “community services” is included in the Suburban Intensity Guidelines (Policy 2.2.5 [L]). In the Suburban Intensity Guidelines, some of the development patterns (e.g. Medium Density Residential, Urban Pedestrian Center, Suburban Corridor, etc.) include community services. Some also include Post-Secondary Schools (e.g. Medium Density Residential Office, Light Industrial, etc.). None of the development patterns, however, specifically include elementary, middle, or high schools. Expanding the definition of “community services” to include these facilities would be consistent with the intent of the Suburban Intensity Guidelines, including not only secondary schools but also elementary, middle, and high schools.

Policy 5.1.2 [L] specifies that the siting of public schools should “promote to the greatest extent possible, opportunities for residential, shopping, employment, education and recreation within walking distance of each other, and to encourage development patterns which reduce trip length and/or the need for private automobile trips.” This policy suggests that schools are intended to be part of a community instead of separated from it.

The Mahan Gateway Node Land Use Category (Policy 2.2.22 [L]) specifies that the future land use category “shall allow community facilities related to residential uses including but not limited to religious facilities, libraries, police/fire stations, elementary schools, and middle schools.” The proposed amendment is consistent with this use of the term “community facilities.”

In the glossary of the Comprehensive Plan, the definition of “Community Facilities” is “COMMUNITY FACILITIES: Facility or service which may be public or privately owned, established, and intended to provide significant public benefit.” The definition of “Community Facilities” includes five sub-definitions. The sub-definitions included under

“Community Facilities” are “Community Services,” “Light Infrastructure,” “Heavy Infrastructure,” and “Post-Secondary.” The definition of “Post-Secondary” is “POST-SECONDARY: Public or private - Universities, colleges, vocational/technical schools.” Neither the definition of “Community Facilities,” nor any of the sub-definitions address elementary, middle, or high schools. Because “Community Facilities” does not include these schools, the only schools listed as “Community Facilities” are Post-Secondary institutions.

Schools are included in the definition of “community services” in both the City of Tallahassee Land Development Code and the Leon County Land Development Code.

City of Tallahassee Land Development Code, Sec. 1-2. –Definitions and rules of construction states, “the term "community services" means public or private facilities and agencies that provide a service to the general public such as, but not limited to, libraries, religious facilities, police/fire stations, hospitals, and schools.”

Section 10-1.101. –Definitions in the Leon County Land Development Code states, “Community services or community facilities shall mean a facility owned or operated by a public or private entity that directly provides a significant public benefit such as libraries, religious facilities, police and fire stations, hospitals, museums and schools.”

The proposed amendment aligns the definition of “community services” in the glossary of the Comprehensive Plan with the definitions in the Land Development Codes.

Previous Commission Consideration

The current definition of “community services” included in the glossary was effective beginning 7/16/1990, the original date of adoption for the Tallahassee-Leon County Comprehensive Plan. The definition has not been amended since this date.

F. STAFF REPORT UPDATE

This section is reserved for future updates to staff report.

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	April 5, 2017	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Public Open House	April 17, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	May 2, 2017	6:00 PM, Second Floor, Frenchtown Renaissance Center
	Joint City-County Transmittal Public Hearing	May 23, 2017	6:00 PM, Fifth Floor, Leon County Courthouse
	City Adoption Public Hearing	June 28, 2017	6:00 PM, Fifth Floor, Leon County Courthouse
	County Adoption Public Hearing	July 11, 2017	6:00 PM, Fifth Floor, Leon County Courthouse

Public Open House - April 17, 2017: 1 citizen attended the public open house to discuss the 2017 Out-of-Cycle amendments. No citizens were in attendance specifically to discuss this proposed amendment.

Local Planning Agency Public Hearing - May 2, 2017: The Local Planning Agency supported the staff recommendation of approval of the proposed land use amendment and concurrent rezoning based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

G. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

Include reasons for recommendation including:

- Consistency with Comprehensive Plan policies
- Consistency with Land Development Code policies

H. ATTACHMENTS:

Attachment #1: Comprehensive Plan Glossary definitions of “Community Facilities” and “Community Services.”

Attachment #2: Full text of Policy 2.2.5 [L], Policy 2.2.22 [L], and Policy 5.1.2 [L]

Attachment #3: City of Tallahassee Land Development Code, Sec. 1-2. –Definitions and rules of construction, Definition of “Community Services.”

Attachment #4: Leon County Land Development Code, Section 10-1.101. –Definitions, Definition of “Community Services.”



**2017 Out-of-Cycle Comprehensive Plan
Amendments
PCT201702
Community Services**

Attachment #1

COMMUNITY FACILITIES: (REV. EFF. 8/17/92) Facility or service which may be public or privately owned, established, and intended to provide significant public benefit.

COMMUNITY SERVICES: (EFF. 7/16/90) Libraries, religious facilities, police/fire stations.

LIGHT INFRASTRUCTURE: (EFF. 7/16/90) Water wells, water tanks, sewage pump stations, electric substations.

HEAVY INFRASTRUCTURE: (EFF. 7/16/90; REV. EFF. 12/24/10) Government operational facilities, which have significant off-site impacts. Also included are such facilities operated by semi-public or private utility providers. These facilities shall include but are not limited to:

- | | |
|----------------------------------|--------------------------------|
| Waste-to-energy facilities | Sludge disposal facilities |
| Materials recovery facilities | Incinerators |
| Sanitary sewer facilities | Correctional facilities |
| Sanitary sewer percolation ponds | Water treatment plants |
| Sewage treatment plants | Outdoor storage facilities |
| Airports | Vehicle maintenance facilities |
| Electric generating facilities | Solid waste transfer station |
| Landfill | Correctional facilities |

POST-SECONDARY: (EFF. 7/16/90) Public or private - Universities, colleges, vocational/technical schools.



**2017 Out-of-Cycle Comprehensive Plan
Amendments
PCT201702
Community Services**

Attachment #2

Policy 2.2.5: [L] SUBURBAN (EFF. 3/14/07) To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern. To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods. Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14) Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percent-age Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ACRE ⁽⁴⁾	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ACRE ⁽⁴⁾	10,000 SQ FT/ACRE ⁽⁵⁾	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ACRE	20,000 SQ FT/ACRE	65-80%
Medium Density Residential Office	Residential, Office, Ancillary 1 st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ACRE	20,000 SQ FT/ACRE ⁽⁶⁾	

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less ⁽⁷⁾	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ ACRE ⁽³⁾	Up to 20,000 SQ FT/ACRE ⁽³⁾	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE ⁽⁸⁾	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ ACRE ⁽¹⁾	80,000 SQ FT/ACRE ⁽²⁾	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post-Secondary Schools and ancillary residential	1 UNIT/ DEVELOPMENT	20,000 SQ FT/ ACRE ⁽⁹⁾	

Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixeduse development.
- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 2.2.22: [L] (EFF. 1/7/10; MAHAN DRIVE LAND USE CATEGORIES DEL. 1/7/10)
MAHAN GATEWAY NODE LAND USE CATEGORY
INTENT

The Mahan Gateway Node land use category is applicable only within the Mahan Drive Corridor Study area (see reference map below). The application of this land use category and associated implementation regulations to the Mahan Drive Corridor is intended:

- To preserve existing residential preservation neighborhoods;
- To create an attractive gateway into Florida's Capital City, Tallahassee;
- To foster an appropriate mix and location of land uses along the corridor to preserve the scenic and residential character of a majority of the corridor;
- To provide for the potential development of commercial and retail developments within designated nodes along the corridor;
- To prohibit strip commercial development along the corridor;
- To maximize and promote efficient use of infrastructure within the Tallahassee-Leon County Urban Service Area;
- To facilitate the development and provision of transit service along the corridor;
- To promote pedestrian activities by providing neighborhood serving commercial and office uses within walking distance of one another, nearby to existing and future residential developments; and
- To promote shorter vehicular trips for adjacent neighborhood residents and to increase usage of nonvehicular transportation modes.

ALLOWABLE LAND USES, DENSITY AND INTENSITY

1. Residential

The Mahan Gateway Node shall provide for low to medium density residential development, ranging in maximum permitted density from 4-16 dwelling units per acre. The maximum residential density shall be allowed in the mixed use zoning district(s) as defined below. Residential uses and types ranging from single family detached houses to multifamily residential structures shall be allowed.

2. Mixed-use & Non-Residential

Mixed-use developments and non-residential uses such as a combination of commercial/office uses and residential uses, shall be allowed within the Mahan Gateway Node future land use category based on the following intensity standards.

iii) Maximum non-residential uses shall not exceed 12,000 gross square feet per acre. The highest intensity of nonresidential uses shall be allowed in mixed-use developments, which combine residential and nonresidential uses in a common plan of development.

iv) Mixed-use development must include a residential component. The land development regulations shall specify the percentage range for the residential component.

3. Community Facilities

The Mahan Gateway Node future land use category shall allow community facilities related to residential uses including but not limited to religious facilities, libraries, police/fire stations, elementary and middle schools. Leon County shall consider siting public community facilities needed to support development in the Mahan Drive corridor, within the Mahan Gateway Node future land use category. Density transfers shall be allowed for properties dedicated and accepted by the appropriate local government for the location of public community facilities within these nodes. IMPLEMENTATION DISTRICTS In order to achieve the intent of the Mahan Gateway Node future land use category, the future land use category shall be implemented through zoning districts, based on the criteria cited below and further defined in the land development regulations. Mixed-use zoning district(s) The Mahan Gateway Node future land use category shall include at least one mixed-use zoning district which shall allow for medium density residential uses, non-residential uses and a combination of medium density residential uses and non-residential uses (mixed-use developments).

IMPLEMENTATION DISTRICTS

In order to achieve the intent of the Mahan Gateway Node future land use category, the future land use category shall be implemented through zoning districts, based on the criteria cited below and further defined in the land development regulations.

Mixed-use zoning district(s)

The Mahan Gateway Node future land use category shall include at least one mixed-use zoning district which shall allow for medium density residential uses, non-residential uses and a combination of medium density residential uses and non-residential uses (mixed-use developments).

Mixed-use zoning district(s) for Mahan Gateway Node shall be guided by the following requirements:

1. Location

i) The areas immediately surrounding the intersections of Mahan Drive and the following streets: Dempsey Mayo Road, Edenfield Road and Thornton Road and as further defined in the land development regulations.

ii) The properties designated Residential Corridor Node (Future Land Use Map Amendment 2005-2-M-015) east of Highland Drive and on the south side of Mahan Drive. Mixed-use zoning district(s) shall have frontage on Mahan Drive and shall be limited in its extent along Mahan Drive as further defined in the land development. The depth of the district(s) shall be specified in the land development regulations.

2. Limitation on Non-Residential Uses: The land development regulations shall establish limits for the location of non-residential structures along the designated cross streets cited in subparagraph (a) above.

3. Access Management: Where feasible, practical and safe, access to Mahan Drive and the intersecting streets associated with each node shall be limited to one access driveway per node quadrant. Temporary access may be allowed until the desired interconnectivity for each node quadrant is achieved. The land development regulations shall specify criteria for access management, including, if necessary, the development of an access management plan.

4. Adjacency to Residential Preservation: Properties not currently designated Residential Corridor Node, as January 30, 2009, shall not be designated/zoned in a manner to allow the mixed-use zoning district(s)

to abut areas designated Residential Preservation. This provision is not applicable when the abutting properties in the Residential Preservation area have been developed with community facility uses. The mixed-use zoning district(s) are intended to be located in the core area of each designated node, around the identified arterial/collector roadway intersection with Mahan Drive.

5. Incentives for Unified Master Plan: To encourage, within the maximum development density and intensity standards, the combined development of properties within the Mahan Gateway Node future land use category, Leon County and/or the City of Tallahassee shall provide development incentives to property owners/developers within a node quadrant who proposed a binding master plan for a significant amount of the acreage or multiple properties within a node quadrant. The land development regulations shall provide a framework and guiding principles for the development of master plan(s) under this policy and the incentives to be provided.

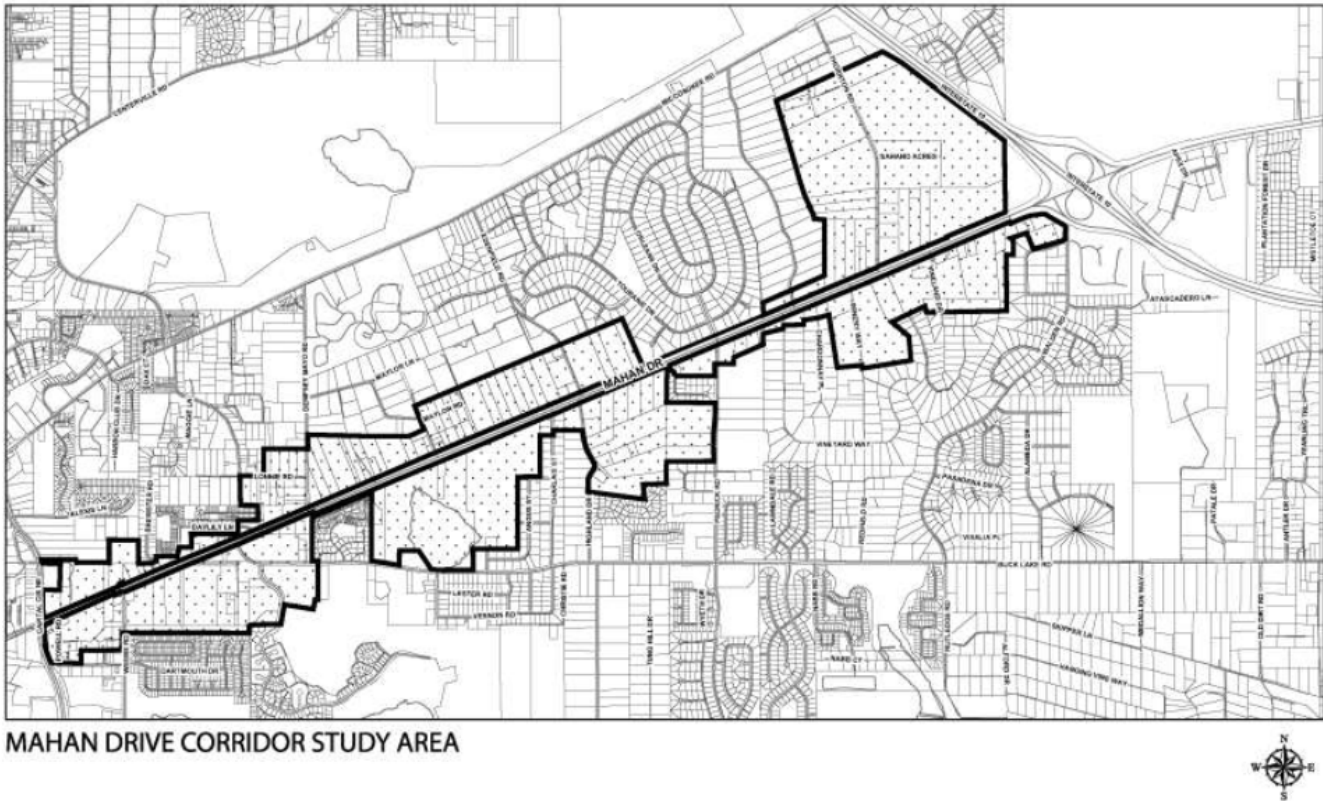
Residential zoning district(s)

At least one residential zoning district shall be created and shall include all properties within the Mahan Gateway Node that are not designated mixed-use zoning district. The residential zoning district(s) shall develop primarily with residential uses and shall function as a transition area between the higher intensity/density uses allowed in the mixed-use zoning district(s) and the surrounding Residential Preservation areas. The residential zoning district(s) can also provide for community facilities and other neighborhood related uses as allowed by other policies in the comprehensive plan.

IMPLEMENTING LAND DEVELOPMENT REGULATIONS

The land development regulations may create density ranges to ensure compatibility with existing residential developments and other gateway development criteria. Standards addressing design elements to regulate development within the Mahan Gateway Node may include but are not limited to requirements addressing roofs, building scale, exterior building materials, building setbacks and height, fenestration, buffering, landscaping, solid waste disposal, parking lighting, transit oriented development, and signs. Such standards shall be included in the adopted land development regulations.

Map 4: Mahan Drive Corridor Study Area



Policy 5.1.2: [L] (REV. EFF. 7/20/05)

All proposals to site public schools, including post-secondary schools, shall be reviewed for consistency with the entire Comprehensive Plan. Such reviews shall be made in conjunction with the School Board to promote to the greatest extent possible, opportunities for residential, shopping, employment, education and recreation within walking distance of each other, and to encourage development patterns which reduce trip length and/or the need for private automobile trips.



**2017 Out-of-Cycle Comprehensive Plan
Amendments
PCT201702
Community Services**

Attachment #3

TALLAHASSEE, FLORIDA LAND DEVELOPMENT CODE

Chapter 1 - GENERAL PROVISIONS

Sec. 1-2. - Definitions and rules of construction.

Community services. The term "community services" means public or private facilities and agencies that provide a service to the general public such as, but not limited to, libraries, religious facilities, police/fire stations, hospitals, and schools.



**2017 Out-of-Cycle Comprehensive Plan
Amendments
PCT201702
Community Services**

Attachment #4

CODE OF LAWS OF LEON COUNTY, FLORIDA

Chapter 10 - LAND DEVELOPMENT CODE

ARTICLE I. - IN GENERAL

Sec. 10-1.101. - Definitions.

Community services or community facilities shall mean a facility owned or operated by a public or private entity that directly provides a significant public benefit such as libraries, religious facilities, police and fire stations, hospitals, museums and schools.



Joint City-County Commission Workshop
2017 Out-of-Cycle
Comprehensive Plan Amendments
Citizen Comments as of May 5, 2017

- 1. PCM201709: Holy Comforter Episcopal School**
- 2. PCT201701: Welaunee Critical Area Plan**
- 3. PCT201702: Community Services**

Citizens Comments

PCM201709

Holy Comforter

Episcopal School

No citizen comments received

Citizens Comments

PCT201709

Welaunee Critical Area

Plan

The following documents were provided to the Local Planning Agency by citizens during the LPA Public Hearing on May 2, 2017.

**PM Peak Hour Directional Traffic Data
from the COT Concurrency Street Inventory
(data as of October 2016)**

SEG#	PD?	Road	Segment	DIR	Adopted LOS	Maximum Service Flow (Capacity) at Adopted LOS	Exist Pm. Pk Hr. Dir. Volume	Est Future Demand Change	Est Total Future Demand	Available Capacity
22100	PD	Capital Circle NE (US 319/SR 261)	Centerville Rd to Lonnbldh	NB	D	2,454	2,752	366	3,118	-664
22101		Capital Circle NE (US 319/SR 261)	Lonnbldh to Centerville Rd	SB	D	2,047	1,835	325	2,160	-113
22200	PD	Capital Circle NE (US 319/SR 261)	Care Drive to Centerville Rd	NB	D	2,166	1,962	306	2,268	-102
22201		Capital Circle NE (US 319/SR 261)	Centerville Rd to Care Drive	SB	D	2,680	1,710	164	1,874	806
25700	PD	Centerville Rd	Blair Stone Ext to Capital Circle	NE	D	1,704	2,115	108	2,223	-519
25701		Centerville Rd	Capital Circle to Blair Stone Ext	SW	D	1,369	1,000	389	1,389	-20
25800	PD	Centerville Rd/Welaunee Blvd	Capital Circle to Buford Blvd	EB	D	1,295	1,338	468	1,806	-511
25801		Centerville Rd/Welaunee Blvd	Buford Blvd to Capital Circle	WB	D	989	955	490	1,445	-456
25900	PD	Centerville Rd	Buford Blvd to Olson/Fleisch	NE	D	1,189	1,127	56	1,183	6
25901		Centerville Rd	Olson/Fleisch to Buford Blvd	SW	D	1,353	381	19	400	953
26000	PD	Centerville Rd	Olson/Fleischman to Hickory Ridge/Dempsey Mayo Ext	NE	D	1,001	1,212	61	1,273	-272
26001		Centerville Rd	Hickory Ridge/Dempsey Mayo Ext to Olson/Fleischman	SW	D	853	343	60	403	450
26040	PD	Centerville Rd	Hickory Ridge/Dempsey Mayo Ext to Shamrock South	NE	D	1,180	966	129	1,095	86
26041		Centerville Rd	Shamrock South to Hickory Ridge/Dempsey Mayo Ext	SW	D	896	239	154	393	503
33200		Fleischmann	Miccosukee to Welaunee Blvd	NW	D	858	471	58	529	329
33201	PD	Fleischmann	Welaunee Blvd to Miccosukee	SE	D	413	513	98	611	-198
33300	PD	Fleischmann	Welaunee Blvd to Centerville	NW	D	345	605	58	663	-318
33301		Fleischmann	Centerville to Welaunee Blvd	SE	D	618	237	81	318	300
84900	PD	Welaunee Blvd	Buford/Centerville to Settlement	EB	D	2,088	363	652	1,015	1,073
84901		Welaunee Blvd	Settlement to Buford/Centerville	WB	D	827	134	590	724	103
85000	PD	Welaunee Blvd	Settlement to Fleischmann Rd	EB	D	1,400	363	614	977	423
85001		Welaunee Blvd	Fleischmann Rd to Settlement	WB	D	1,865	134	455	589	1,276

updated in April -



CITY COMMISSION AGENDA REQUEST



DATE January 19, 1990

SUBJECT Welaunee Plantation Urban Services Agreement

AMOUNT N/A

SOURCE _____

- Bid/Contract/Lease
- Change Order
- Budget Transfer/Supple. Approp.
- Status Report
- Policy/Discussion
- Other (Specify): _____

OMB _____

REQUEST ACTION ON: 1/25/90

HISTORY

Since February of 1976, the City has entered into letters of agreement with developers for the extension of urban services to proposed developments in the incorporated and unincorporated areas of Leon County in implementation of City Commission approved ordinances and policies controlling the extension of municipal services and infrastructure. In accordance with the City Commission policy of May 17, 1989, the City Commission approved on July 18, 1989, the development of an agreement with Welaunee Plantation (Attachment I). On January 18, 1990, the City and County Commissions acting jointly identified Welaunee Plantation as a priority area for urban service development.

FACTS AND ISSUES

The attached Urban Services-Development Agreement for the development of Welaunee Plantation (Attachment II) within the City limits has been developed consistent with previous urban service agreements and consistent with City Commission policy as clarified on December 13, 1989. Welaunee Plantation is a 6,800 acre area of land adjacent to the City limits in the Northeast, the largest part of which is surrounded by built urban densities. The Owners' commitment to undertake a comprehensive development plan approved by local government consistent with the City's Comprehensive Plan and the Growth Management Act provides the basis for the negotiation of the Urban Services-Development Agreement. Outlined below are areas of the agreement which may be of interest to the Commission:

- Section 1 requires area master planning of water utilities in the development and sufficient notice for service to enable provision within the parameters of the Comprehensive Plan. The Owner will donate 10 acres of land for the purpose of locating elevated storage facilities (one of which is currently needed/funded to serve adjacent areas) and wells. The water systems will be installed in accordance with City ordinances and policies.

RECOMMENDED ACTION:

Approve Option 1: Approve the agreement as presented.

Department Head



CITY COMMISSION AGENDA REQUEST



DATE July 13, 1990

SUBJECT Welaunee Plantation
Voluntary Annexation

AMOUNT N/A

SOURCE _____

- Bid/Contract/Lease
- Change Order
- Budget Transfer/Supple. Approp.
- Status Report
- Policy/Discussion
- Other (Specify): Ordinance Introduce

OMB _____

REQUEST ACTION ON: July 17, 1990

HISTORY

On January 24, 1990 the city commission approved an urban services agreement with the property owners of an area in the northeast quadrant of Leon County known as Welaunee Plantation (see attachment A). The agreement was amended on April 15, 1990. Owners of this property have submitted petitions (see attachment B) which would annex approximately 6,140 acres of undeveloped land. The area is bound on the west by Centerville Road, the north by Roberts Road, the east by Crump Road, and the south by Miccosukee Road and Mahan Drive.

FACTS AND ISSUES

The area proposed for annexation is currently zoned A-2. The Comprehensive Growth Management Plan designated this area "Priority Sector Planning Area II", and in the mixed-use category on the land use map until the area development plans are approved.

The developer is currently preparing conceptual plans for the area to include a mixture of residential and commercial activities. Because of the potential impact on the community, the developer intends to undergo the Development of Regional Impact (DRI) process. It is estimated that an application for DRI will be submitted prior to 1992.

Given the tenuous nature of the developer's plans for the area and the absence of a DRI application, analyses of the area to determine its economic impact on the city were performed under four different scenarios. Scenarios 2 and 3 were developed in concert with the requirements of the recently adopted Comprehensive Growth Management Plan, and represent residential and commercial development occurring in separate portions of the area. All scenarios were developed in accordance with the adopted urban services agreement. The ultimate complexity of the development and its economic impact on the city will be contingent upon the outcome of negotiations during the DRI process.

RECOMMENDED ACTION: Option 1

Donald Corley

Department Head

David A. [Signature]

City Manager

City Commission Agenda Request
Welaunee Plantation Voluntary Annexation
Page Three
July 13, 1990

Attachment C contains the economic forecast over a twenty-year time horizon for each scenario.

A review of the forecasts reveals that under each alternative, the city will benefit from the annexation. Each of the scenarios would in all likelihood require the DRI process, given the scope of the developments. It is important to note, therefore, that the developer's contribution would change in accordance with the type and number of exactions negotiated. This would impact the net position; as the exactions increase, and the developer's contribution increases, the surplus would also increase.

Pursuant to the commission's directive for notification relative to a proposed annexation's utility infrastructure expenses impacting the current five-year capital improvement plan or existing water and sewer rate structures, Welaunee will impact both. The scope of that impact will be determined during the DRI process.

A comprehensive traffic study to determine the impact of the development on street infrastructure will be a part of the DRI process.

The city attorney has reviewed a map of the area and found it to be in compliance with Florida Statutes (see attachment D).

To comply with statutory requirements the commission would need to initiate the following activities:

1. Introduce Ordinance 90-0-0029 and set a public hearing date for August 29, 1990.
2. Advertise for the public hearing (between July 18 and August 28, 1990).
3. Receive public input and take action on the ordinance (August 29, 1990).

OPTIONS

1. Introduce Ordinance 90-0-0029 and proceed with the schedule as outlined above.
2. Modify the schedule outlined above.

RECOMMENDATION

Approve option 1.

#3



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

(X)

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

BOB MARTINEZ
Governor

August 29, 1990

THOMAS G. FELHAM
Secretary

Honorable Steve Meisburg
Mayor, City of Tallahassee
City Hall
Tallahassee, Florida 32301

Dear Mayor Meisburg:

I am writing to express my concern about the proposed voluntary annexation of the Welaunee Plantation site into the city limits. The Department has expressed numerous concerns regarding this site during the plan development and adoption process. The Department has expressed concern that the designation of the Welaunee Plantation site at an urban density would further contribute to the existing overallocation of land for residential uses. Both the City and County have been advised that inclusion of the Welaunee Plantation site within the urban service area boundary at this time would create problems which would leave the Department no alternative but to find the adopted plan not in compliance with the requirements of Chapter 163, Part II, F. S.

The Department suggested that this site be designated as a rural land use (at an appropriate rural density) outside the urban service area boundary until the conversion of this land for an urban use was timely and appropriate. Against the Department's cautions the Welaunee Plantation site was included within the urban service area boundary in the adopted plan. This is one reason for the Department's finding that the adopted plan was found not in compliance.

The Department also included objections in the Objections, Recommendations and Comments report regarding the annexation provisions in the proposed plan. Our review of the adopted plan indicates that the adopted plan does not include adequate provisions for resolving disputes between the City and County on annexation issues. This too was a reason for the Department's finding that the adopted plan was not in compliance.

the eastern transmission line. The Agreement, providing a route for the line, contains certain conditions, including a requirement that the annexation of the Welaunee Toe be completed. In order to complete the annexation, a portion of the Toe that was previously annexed must be removed from the City to prevent the creation of an enclave north of the Welaunee property.

If City Ordinance No. 05-O-73 is approved, the City limits will be contracted to remove a small portion of Welaunee Plantation from the City. The contraction is necessary to comply with Florida Statutes to avoid the creation of an enclave along Centerville Road. Also, if Ordinance No. 05-O-84 is approved, the remainder of the Western portion of Welaunee Plantation will be annexed. See Attachment #2, page 13 of 19 for a sketch of the area being removed from the City.

According to City staff, the annexation of the remainder of Welaunee will not only comply with the terms of the Agreement on the eastern transmission line, but will also eliminate jurisdictional problems and confusion between different development standards in the City and Leon County when Powerhouse, Inc. begins development.

County staff comments on the proposed voluntary annexation/contraction are:

1. County Attorney: The County Attorney finds the proposed annexation meets the criteria established in Chapter 171, Florida Statutes. Staff is not aware of any prior City/County agreements which may affect this proposed annexation
2. Public Works: The Department finds the parcel vacant and not generating any fiscal impacts.
3. Development Services: A list of property owners within 500 feet of the proposed annexation is included (Attachment #3). No notices have been mailed to the property owners. According to City staff, no correspondence has been received as a result of the newspaper advertisement about this annexation.
4. Planning Department: The Department finds that the proposed annexation can be consistent with the Comprehensive Plan, provided it is conducted in accordance with Policy 2.1.4. of the Intergovernmental Coordination Element of the Comprehensive Plan.
5. Environmental Compliance: There are no comments to the proposed annexation.

Options:

1. Do not object to the City annexation and contraction of Welaunee Plantation, Phase III based on the County Attorney's opinion that this annexation will eliminate concerns regarding an enclave on this parcel for future development.
2. Object to the annexation and contraction of Welaunee Plantation, Phase III and initiate mediation procedures required by the Comprehensive Plan.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Map of Proposed Annexation
2. City of Tallahassee Commission Agenda Item, October 11, 2005
3. List of Property Owners Within 500 Feet of the Proposed Annexation

the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and the County agree [sic] to submit the dispute to a mutually acceptable Mediator. Expense of the mediation shall be equally divided between the City and the County. The City shall delay the annexation process for a period not to exceed sixty (60) days for the purpose of conducting the mediation proceedings.

Despite the Leon County's objection and the correspondence to the City informing of the County's objection, and the provisions of the 2010 Tallahassee-Leon County Comprehensive Plan, ICE Policy 2.1.4, the City of Tallahassee, through its City Commission voted to approve the Welaunee Annexation on December 6, 2005.

2. Enclave

Pursuant to §171.044(5), Fla. Stat. (2005), "[l]and shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves." In addition, pursuant to §171.044(1), Fla. Stat. (2005), an owner of real property in the unincorporated area may petition for annexation, provided the property is "contiguous to a municipality and reasonably compact." The Florida Legislature has recognized that enclaves "can create significant problems in planning, growth management, and service delivery," and has declared that "it is the policy of the state to eliminate enclaves." §171.046(1), Fla. Stat. (2005). An enclave is defined as an area "that is enclosed within and bounded on all sides by a single municipality," or an area "that is enclosed within and bounded by a single municipality and a natural or manmade obstacle" that allows vehicular traffic to the area only through the municipality. §171.031(13), Fla. Stat. (2005).

On December 6, 2005, the City of Tallahassee adopted Ordinance No. 05-O-73, the Welaunee Contraction Ordinance, and Ordinance No. 05-O-84AA, the Welaunee Phase III Voluntary Annexation Ordinance. The purpose of the Contraction Ordinance was to "prevent the creation of an enclave north of the Welaunee property." City Commission Agenda Item 20, October 11, 2005. Thus, the Contraction Ordinance provided a narrow strip or corridor of land to "connect" the enclave to the unincorporated area. However, the result of the two Ordinances is that there is now an area resembling a flag--a "flag enclave," if you will--with the contracted corridor being the "flagpole." For all practical purposes, though, the "flag enclave" is isolated, separate, and segregated from other unincorporated areas. The narrow corridor created by the City of Tallahassee to "connect" an enclave to an outlying unincorporated area is type of device that frustrates the purpose of §171.044, Fla. Stat. (2005).

B. City's Position

1. **Whether the City is planning to utilize the Welaunee property for use in transmitting electrical power from the proposed Taylor County coal plant into the city limits?**

Citizens Comments

PCT201702

Community Services

No citizen comments received

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Joint City-County Adoption Hearing on 2017 Cycle Comprehensive Plan Amendments Agenda Item #14

May 23, 2017

To: Honorable Chairman and Members of the Board
Mayor and City Commissioners

From: Vincent S. Long, County Administrator
Ricardo Fernandez, City Manager

Title: Joint City-County Adoption Public Hearing on the 2017 Cycle
Comprehensive Plan Amendments



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Principal Planner

Statement of Issue:

This agenda item seeks the Board’s adoption of the proposed ordinance in order to adopt the 2017 cycle amendments to the Tallahassee-Leon County Comprehensive Plan.

This item provides information on the proposed 2017 cycle amendments to the Tallahassee-Leon County Comprehensive Plan. The purpose of the County Adoption Public Hearing is to allow the elected officials for the County to receive public comments at this second and final public hearing and vote on adoption of the proposed amendments.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final public hearing on the 2017 Cycle Comprehensive Plan Amendments and adopt the proposed Ordinance (Attachment #1), thereby adopting the map amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

Report and Discussion

Background:

On April 4, 2017, the Board of County Commissions approved three map amendments to the Tallahassee-Leon County 2030 Comprehensive Plan for transmittal to the Department of Economic Opportunity as follows:

- PCM201703 Future Land Use Map
- PCM201704 Future Land Use Map
- PCM201707 Future Land Use Map

The 2017 Plan Amendments must be adopted by ordinance to be adopted into the Tallahassee-Leon County 2030 Comprehensive Plan.

Analysis:

This is the second and final public hearing of the County Commission for the 2017 cycle amendments.

The full public outreach and meeting schedule for the 2017 cycle amendments is included below.

Full 2017 Cycle Amendment Schedule:

Application Cycle	April 2016 – September 30, 2016
Public Open House	November 17, 2016
Local Planning Agency Workshop	January 19, 2017
Public Open House	January 23, 2017
Local Planning Agency Public Hearing	February 7, 2017
Local Planning Agency Voting Meeting	February 15, 2017
Joint City-County Workshop	March 7, 2017
Joint City-County Transmittal Public Hearing	April 4, 2017
Joint City-County Adoption Public Hearing	May 23, 2017

Options:

1. Conduct the second and final public hearing on the 2017 Cycle Comprehensive Plan Amendments and adopt the proposed Ordinance (Attachment #1), thereby adopting the map amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.
2. Conduct the second and final public hearing on the 2017 Cycle Comprehensive Plan Amendments and do not adopt the proposed Ordinance, thereby not adopting the map amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed Ordinance Amending the 2030 Tallahassee-Leon County Comprehensive Plan

ORDINANCE NO. 2017-_____

1
2
3
4 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
5 **LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-**
6 **LEON COUNTY COMPREHENSIVE PLAN; ADOPTING**
7 **AMENDMENTS TO THE FUTURE LAND USE MAP; PROVIDING FOR**
8 **APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS;**
9 **PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE**
10 **ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING**
11 **DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
12
13

14 WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County
15 Commissioners of Leon County to prepare and enforce comprehensive plans for the development
16 of the County; and

17 WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community
18 Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a)
19 plan for the County’s future development and growth; (b) adopt and amend comprehensive
20 plans, or elements or portions thereof, to guide the future growth and development of the
21 County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate
22 land development regulations; and (d) establish, support, and maintain administrative
23 instruments and procedures to carry out the provisions and purposes of the Act; and

24 WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-
25 Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City
26 of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

27 WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is
28 now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030
29 Comprehensive Plan; and

30 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
31 Commissioners of Leon County has held several public work sessions, public meetings, and
32 public hearings on proposed amendments to the comprehensive plan, with due public notice

1 having been provided, to obtain public comment, and has considered all written and oral
2 comments received during said work sessions, public meetings and public hearings; and

3 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
4 Commissioners of Leon County transmitted copies of the proposed amendments of the
5 comprehensive plan to the Department of Economic Opportunity as the State Land Planning
6 Agency and other state and regional agencies for written comment; and

7 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County
8 Commissioners of Leon County held a public hearing with due public notice having been
9 provided on these amendments to the comprehensive plan; and

10 WHEREAS, the Board of County Commissioners of Leon County further considered all
11 oral and written comments received during such public hearing, including the data collection and
12 analyses packages, the recommendations of the Tallahassee-Leon County Local Planning
13 Agency, and the Objections, Recommendations, and Comments Report of the Department of
14 Economic Opportunity; and

15 WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon
16 County has determined it necessary and desirable to adopt these amendments to the
17 comprehensive plan to preserve and enhance present advantages; encourage the most appropriate
18 use of land, water and resources, consistent with the public interest; overcome present handicaps;
19 and deal effectively with future problems that may result from the use and development of land
20 within Leon County, and to meet all requirements of law;

21 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
22 that:

23 **Section 1. Purpose and Intent.**

24 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
25 authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida
26 Statutes, as amended.

1 **Section 2. Map Amendment.**
2

3 The Ordinance does hereby adopt the following portion of the text attached hereto as
4 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
5 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030
6 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the
7 following Plan element:

8 Map Amendment PCM201703, which relates to the Future Land Use Map.
9

10 **Section 3. Map Amendment.**
11

12 The Ordinance does hereby adopt the following portion of the text attached hereto as
13 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
14 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030
15 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the
16 following Plan element:

17 Map Amendment PCM201704, which relates to the Future Land Use Map.
18

19 **Section 4. Map Amendment.**
20

21 The Ordinance does hereby adopt the following portion of the text attached hereto as
22 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
23 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030
24 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the
25 following Plan element:

26 Map Amendment PCM201707, which relates to the Future Land Use Map.
27

1 **Section 5. Applicability and Effect.**

2 The applicability and effect of this update to the 2030 Comprehensive Plan shall be as
3 provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida
4 Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon
5 County.

6 **Section 6. Conflict with Other Ordinances and Codes.**

7 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in
8 conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

9 **Section 7. Severability.**

10 If any provision or portion of this Ordinance is declared by any court of competent
11 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
12 portions of this Ordinance shall remain in full force and effect.

13 **Section 8. Copy on File.**

14 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public,
15 a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
16 County 2030 Comprehensive Plan and these updates thereto, shall also be located in the
17 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies
18 available to the public for a reasonable publication charge.

19 **Section 9. Effective Date.**

20 The effective date of this Plan update shall be according to law and the applicable statutes
21 and regulations pertaining thereto.

22

1 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
2 County, Florida, this 23rd day of May, 2017.

3
4
5
6
7

LEON COUNTY, FLORIDA

8 BY: _____
9 JOHN DAILEY, CHAIRMAN
10 BOARD OF COUNTY COMMISSIONERS

11

12 ATTESTED BY:
13 GWENDOLYN MARSHALL, CLERK
14 OF THE COURT AND COMPTROLLER

15
16

17 BY: _____
18 CLERK

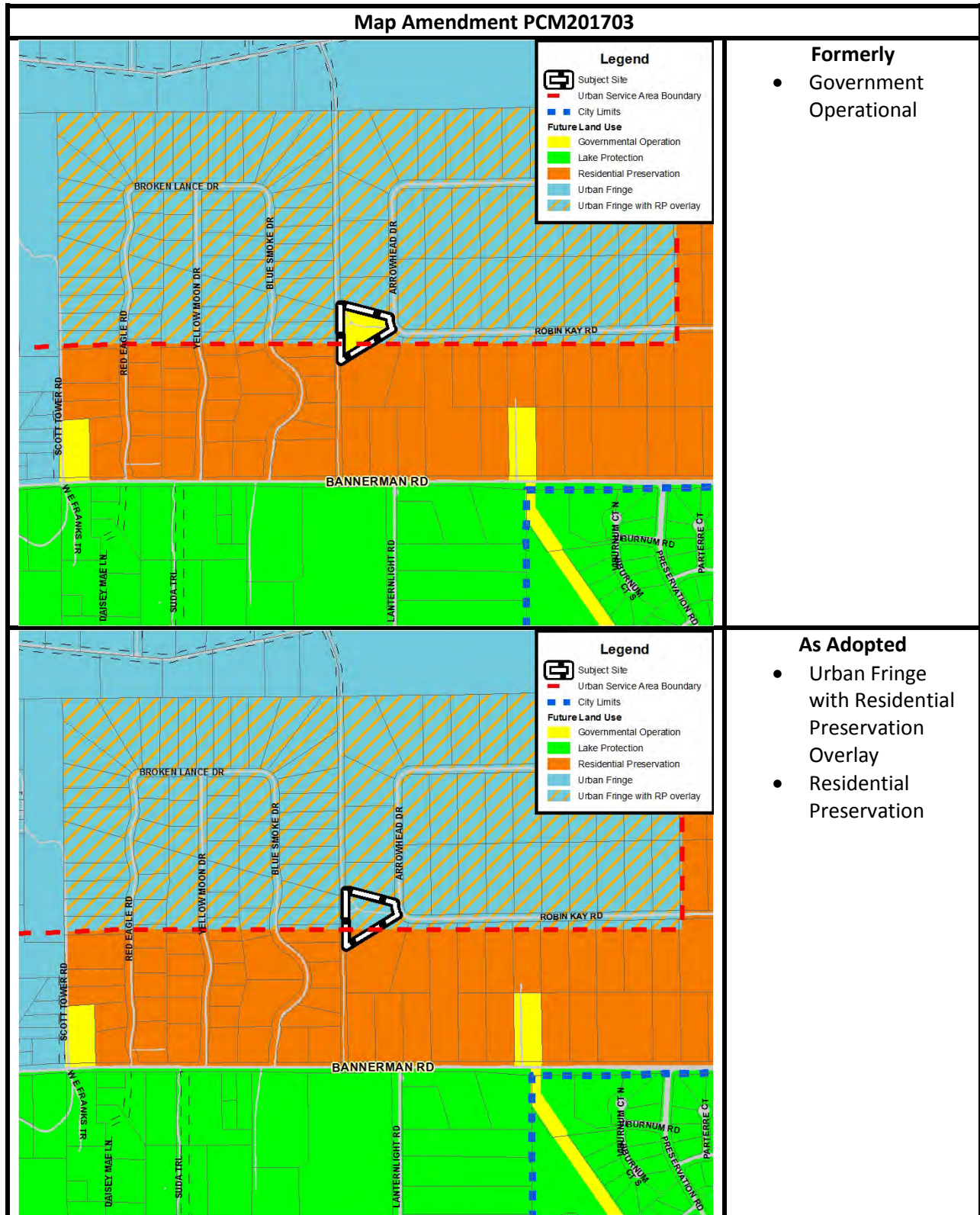
19
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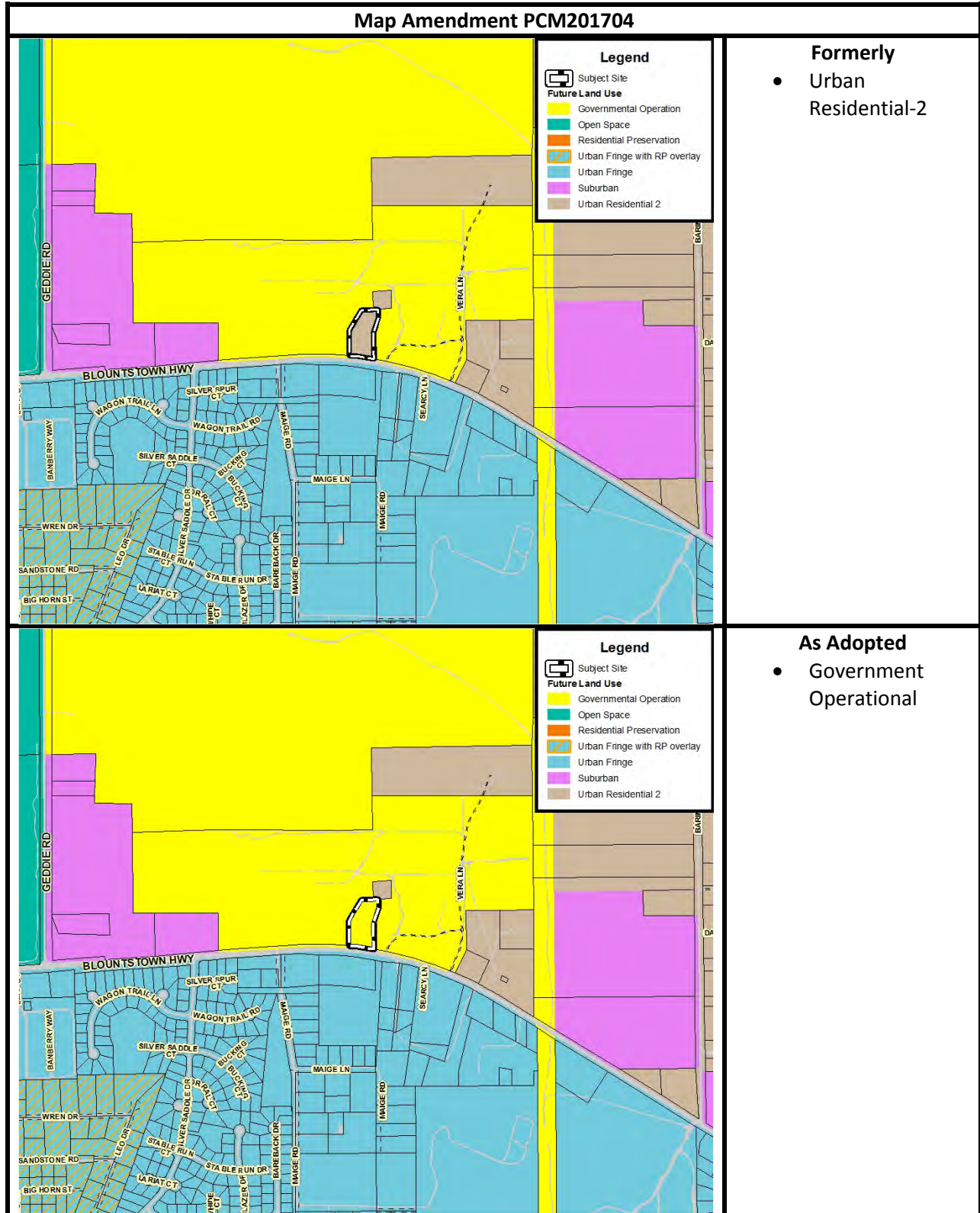
21 APPROVED AS TO FORM:
22 COUNTY ATTORNEY'S OFFICE
23 LEON COUNTY, FLORIDA

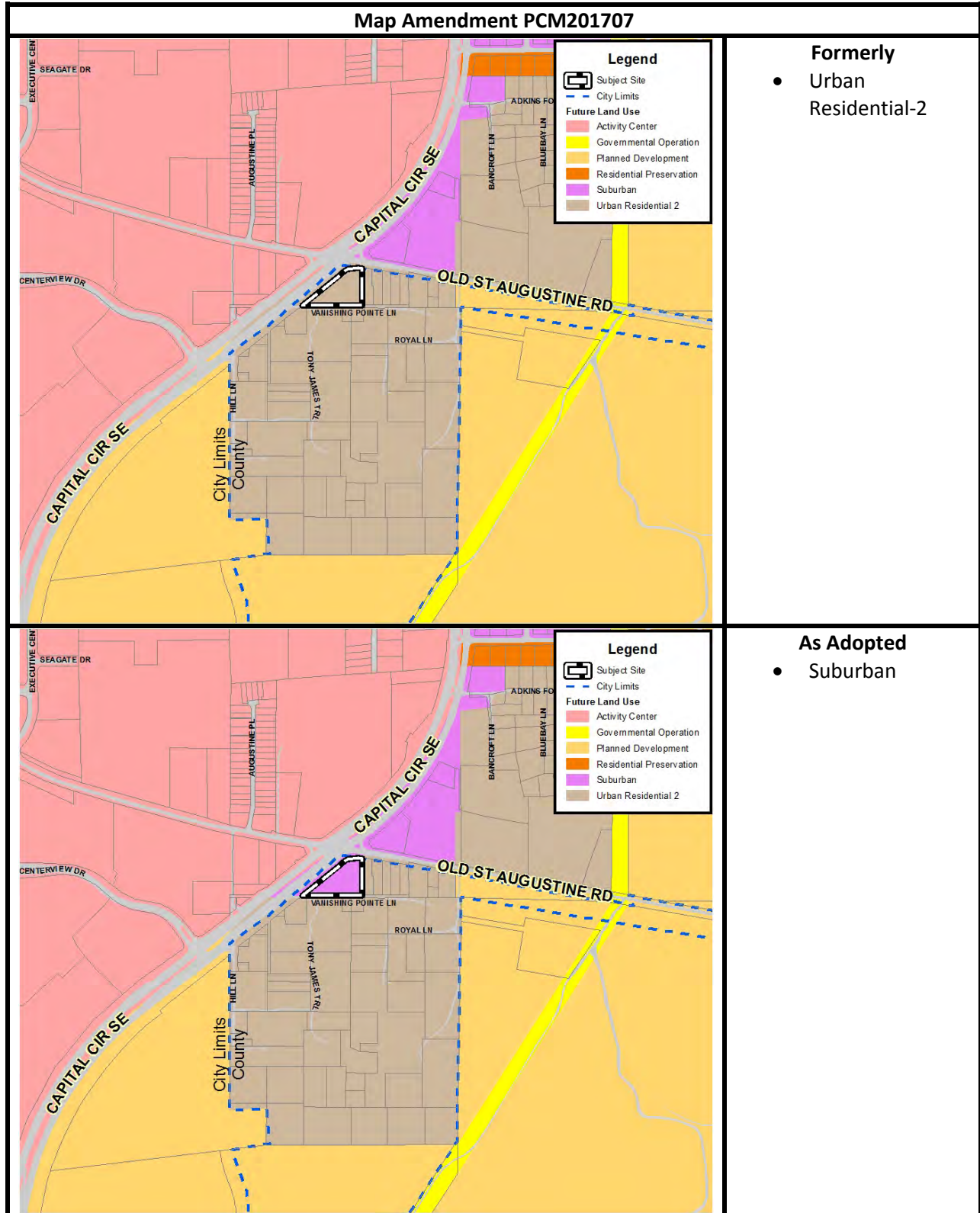
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25

26 BY: _____
27 HERBERT W.A. THIELE, ESQ.
28 COUNTY ATTORNEY

Exhibit A







**Leon County
Board of County Commissioners**

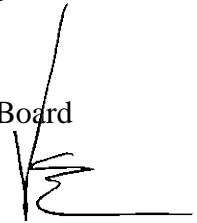
Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

May 23, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Stephen Hodges, Senior Planner

Statement of Issue:

This proposed rezoning implements Comprehensive Plan map amendment PCM201704, which is proposed for adoption on May 23, 2017. The rezoning requests a change to the Official Zoning Map from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District to the Light Industrial (M-1) zoning district. The proposed rezoning ordinance and location map is included as Attachment #1.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #1) amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District.

Report and Discussion

Background:

The City of Tallahassee's Electric Utilities Division requested that the Planning Department initiate a Future Land Use Map (FLUM) amendment to change the land use designation for a 1.68 acre parcel ("subject site") purchased by the City in April 2016. The subject site is adjacent to a City of Tallahassee-owned parcel immediately south of the Hopkins Power Generating Facility. The proposed land use change is intended to recognize the public ownership of the subject site and allow for the future development of electric generating facilities.

Analysis:

The Hopkins power plant, located on 232 acres seven miles west of Tallahassee, was originally built in 1971 to help provide electricity to the City of Tallahassee and surrounding urban area. Although the power plant has been expanded several times over its lifetime, the remaining undeveloped portions of the site contain environmental features, such as wetlands and floodplain, that severely limit its future expansion.

To accommodate future growth of this facility, the City's Electric Utility division purchased a 72-acre vacant parcel immediately south of the plant. This parcel has relatively few environmental constraints, and has 0.36 miles of frontage along Blountstown Highway (U.S. Hwy 20). The subject site is an inholding to this parcel that was previously used as a residential site, but the house has been vacant and abandoned for several years.

The proposed use of the subject site is to develop electric energy generating facilities. These facilities may include the following types of activities: water facilities; natural gas and or propane facilities; warehousing; offices; vehicle fleet operations; renewable energy electric power generation; renewable energy combined with fossil fuel energy for electric power generations; the manufacturing/production, storage and transportation of alternative fuels; and/or electric power generation from fossil or other fuels.

Options:

1. Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #1) amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District.
2. Conduct the first and only public hearing and do not adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District.
3. Board Direction.

Recommendation:

Option #1.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District
May 23, 2017
Page 3

Attachment:

1. Ordinance/Location Map

LEON COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE FAMILY DETACHED RESIDENTIAL AND URBAN RESIDENTIAL ZONING DISTRICTS TO THE LIGHT INDUSTRIAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. On May 23, 2017, the County Commission approved an Ordinance which adopted Comprehensive Amendment #PCM201704. To implement plan amendment #PCM201704, the property which is the subject of that amendment as shown in Exhibit A attached hereto, must be rezoned. Accordingly, the part or area of Leon County and the same as indicated in Exhibit A is hereby changed from Single-Family Detached Residential District (R-1) and Urban Residential District (R-4) and hereby designated and established as Light Industrial District (M-1) on the official zoning map of Leon County as adopted and established by the Leon County Commission. The official zoning map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to Exhibit A.

PRZ160018: From Single-Family Detached Residential District (R-1) and Urban Residential District (R-4) to Light Industrial District (M-1)

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP I NORTH, RANGE I WEST, LEON COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 659.69 FEET TO A SAINT JOE PAPER COMPANY CONCRETE MONUMENT. THENCE RUN SOUTH 00 DEGREES 08 MINUTES 20 SECONDS WEST A DISTANCE OF 425.04 FEET TO A FOUND CONCRETE MONUMENT (#6475), THENCE RUN SOUTH 00 DEGREES 07 MINUTES 21 SECONDS WEST A DISTANCE OF 150.15 FEET TO A FOUND CONCRETE MONUMENT (#6590) FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE RUN NORTH 87 DEGREES 20 MINUTES 16 SECONDS EAST A DISTANCE OF 42.05 FEET TO A FOUND IRON REBAR AND CAP (#6590), THENCE RUN SOUTH 00

DEGREES 00 MINUTES 40 SECONDS EAST A DISTANCE OF 55.90 FEET TO A FOUND IRON REBAR AND CAP (#6590). THENCE RUN SOUTH 17 DEGREES 14 MINUTES 49SECONDS WEST A DISTANCE OF 142.69 FEET TO A FOUND IRON REBAR AND CAP(#6590), THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 213.62 FEET TO A SET IRON REBAR AND CAP (#3293) FOR A POINT ON THE NORTHERLY RIGHT OF WAY OF BLOUNTSTOWN HIGHWAY (STATE ROAD 20), A 66 FOOT RIGHT OF WAY, ALSO BEING A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 2,563.78 FEET; THENCE RUN WESTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 11 SECONDS, A DISTANCE OF 220.00 FEET (THE CHORD OF 199.95 FEET BEARS NORTH 81 DEGREES 50 MINUTES 12 SECONDS WEST). THENCE LEAVING SAID NORTHERLY RIGHT OF WAY RUN NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST A DISTANCE OF 208.50 FEET TO A SET IRON REBAR AND CAP (#3293), THENCE RUN NORTH 32 DEGREES 04 MINUTES 54 SECONDS EAST A DISTANCE OF 191.75 FEET TO A SET IRON REBAR AND CAP (#3293). THENCE RUN NORTH 87 DEGREES 20 MINUTES 16 SECONDS EAST A DISTANCE OF 96.61 FEET TO A FOUND CONCRETE MONUMENT (#6590) FOR THE POINT OF BEGINNING, CONTAINING 73,158 SQUARE FEET OR 1.68 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN SECTION 35, TOWNSHIP I NORTH, RANGE I WEST, LEON COUNTY, FLORIDA.

(See Exhibit A)

SECTION 2. All Ordinance or parts of Ordinance in conflict with the provisions this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

SECTION 3. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. The effective date of this ordinance shall be the effective date of comprehensive plan amendment PCM201704.

DULY PASSED AND ADOPTED by the Board of County Commissioners of
Leon County, Florida, on this _____ day of _____, 2017.

LEON COUNTY, FLORIDA

John E. Dailey, Chairman
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court
& Comptroller, Leon County, Florida

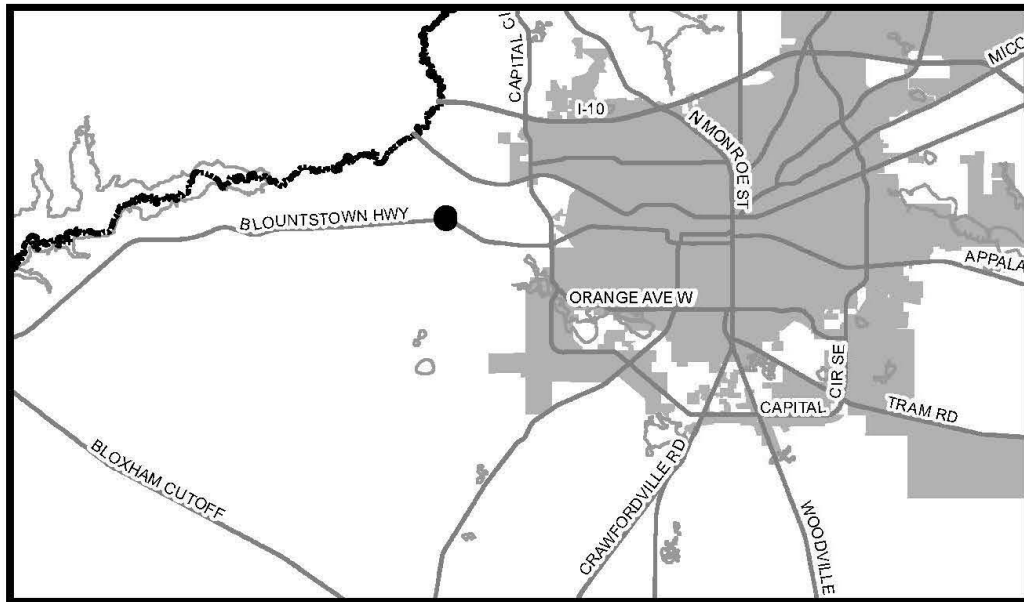
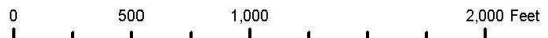
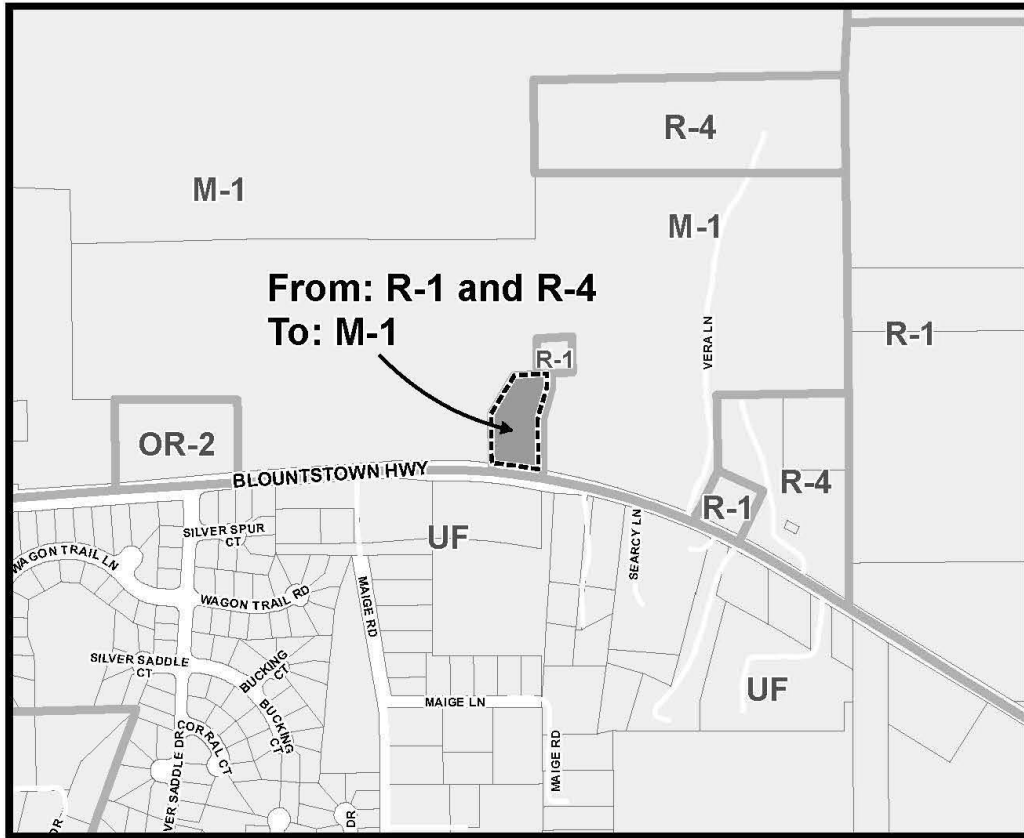
By: _____

APPROVED AS TO FORM:
County Attorney's Office
Leon County, Florida

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

Exhibit A COT Electric Rezoning

PRZ #160018



GENERAL LOCATION MAP